

**MIZORAM STATE HEALTH SOCIETY
STATE PROGRAMME MANAGEMENT UNIT
OFFICE OF THE MISSION DIRECTOR
NATIONAL HEALTH MISSION
MIZORAM, AIZAWL**

No.D.12021/1/2016-NHM/MSHS/SPMU/FDSI

Dated Aizawl the 5th December 2016

TENDER NOTICE

Sealed Tenders are hereby invited on behalf of the Chairman, Mizoram State Health Society from reputed and bonafide Manufacturers or direct importers of drugs, for **Supply of Drugs under Free Drug Service Initiative for a period of one year**, which will be received by the Mission Director, NHM, Health & FW Department, Dinthar, Aizawl, Mizoram on or before **20.1.2017(Friday) upto 11:00 AM**. The tender documents are to be opened by the Mission Director, NHM, Mizoram, Aizawl or his authorized representatives at **12:00 Noon** on the same day. The Tenderers or their representatives may also be present at the time of opening of the quotations, if they so desire.

Sd/-Dr K.LALBIAKZUALA)
Mission Director
National Health Mission
Mizoram: Aizawl
-Cum-
Member Secretary
Executive Committee
Mizoram State Health Society
Aizawl

Memo No.D.12021/1/2016-NHM/MSHS/SPMU/FDSI

Dated Aizawl the 5th December 2016

Copy to

1. P.S to Hon'ble Minister, Health & Family Welfare Department, Govt. of Mizoram.
2. P.S to Principal Secretary, Health & Family Welfare Department, Govt. of Mizoram.
3. P.S. to Secretary, Information & Communication Technology, for uploading the tender notice in the government website.
4. Principal Director, Health & Family Welfare Department, Govt. of Mizoram.
5. Director of Health Services, Govt. of Mizoram.
6. Director of Hospital and Medical Education, Govt. of Mizoram.
7. i/c website, Department of Health & Family welfare.
8. The Director, I & PR Dept., with a request for publication of the above caption in two national newspapers for at least 2 (two) consecutive days. Payment of Advertisement Bill will be done by the Mission Director, State Health Mission, Dinthar, Aizawl.
9. Guard File

Sd/-
Mission Director
National Health Mission

Issued to M/s. _____

Serial No. _____

Tender No:D.12021/1/2016-NHM/MSHS/SPMU/FDSI Dated 5.12.2016

**NOTICE INVITING TENDER FOR SUPPLY OF DRUGS
TO
Mizoram State Health Society**

LAST DATE FOR RECEIPT OF TENDER :20.1.2017 at 11:00AM

SCHEDULE

Tender Reference	No.D.12021/1/2016-NHM/MSHS/SPMU/FDSI/59 dt.
Date of commencement of Sale of Tender documents	6.12.2016
Last date for sale of Tender documents	19.1.2017
Last date and time for Receipt of Tender	11:00 AM; 20.1.2017
Pre Tender Meeting (Time & date)	11:00 AM; 9.1.2017
Pre Tender Meeting Venue	Mission Director's chamber
Time and date of opening of Tender	12:00 PM ; 20.1.2017
Place of opening of Tender	Mission Director's chamber
Address For Communication	FDSI Section (NHM), Mizoram
Cost of the Tender Documents	Rs.500/-
[All times shown are as per the Indian Standard Time (IST)]	

1.0 NOTICE INVITING TENDER

The Chairman, Mizoram State Health Society, hereinafter referred to as SOCIETY, hereby invites Bids from Suppliers eligible as per the terms and conditions described in this Notice for supply of Drugs to Society for the period from February, 2017 to February, 2018.

1.1 The selected Bidders would be required to sign agreement with the Society as per Clauses 11.1 to 11.4 in this document and deliver drugs according to the Purchase Orders (POs) placed on them to designated offices/depots/ warehouses /other specific places mentioned in the POs. These supply points shall be within the geographical boundaries of the State of Mizoram.

1.2 Bids are invited in two separate sealed envelopes - Cover A containing Technical Bids and Cover B containing Price Bids. These shall be received till **11:00 A.M.** on **20.1.2017** by The Society. Bids without either the Technical Bids or the Price Bids will be treated as incomplete and shall not be considered.

1.3 The Bids shall be valid for a period of 360 days or in consonance with the state's Procurement Act and Rules/ policy, from the scheduled date of opening of Cover A. Prior to the expiry of the Bid validity, the Tender inviting Authority may ask the Bidder in writing to extend the validity for any further period. The Bidder shall within three days of issue of such request shall intimate his acceptance or otherwise to extend the validity of the Tender.

1.4 Bidders should quote for a minimum of 50% of the tendered quantity of each drug and commit the quantity as exclusively earmarked for The Society in this tender irrespective of any other tender that may be floated by any other agency for any drug in which the same Bidder becomes eligible or is selected. The Bidder would be permitted only upward revision of the quantity of any drug(s) earmarked. Downward revision of the quoted quantity or of production capacity after submission of bid shall not be permitted. Any such downward revision after the Tender is submitted, may result in the Tender not being considered. It shall be the prerogative of The Society to accept the upward revision of quantity proposed by the Bidder.

1.5 The Society reserves the right to place Purchase Orders at the quoted rate during the validity of the Bid and the Bidder(s). Pending finalization of the tender and execution of agreement, the supplier shall accept orders at the rates quoted for such quantity as within his production capacity. Such a supply order, however, shall not convey any commitment of the Tender issuing Authority (TIA) to finalise the contract in favour of the supplier nor it shall confer any right on the supplier for his bid to be accepted. Bids shall be processed and accepted in accordance with the extant rules of the Government and terms and conditions of this tender.

However such orders would be based on the terms and conditions of the tender.

1.6 Standard terminology has been adopted in this document. In certain areas, there may be two or more widely used terminologies bearing the same meaning as mentioned below:

(1.6.a) Tender, Bid, Quotation. (Meaning: offer received from a supplier)

(1.6.b) Tenderer, Bidder. (Meaning: an entity who seeks to supply goods by sending tender/
bid)

(1.6.c) Tender Enquiry Document, Tender Document, Bidding Document. (Meaning: a detailed document issued by the purchaser specifying his needs and the requirements that a potential tenderer/bidder must meet).

(1.6.d) Notice Inviting Tenders, Invitation for Bids (Meaning: Documents containing brief details of the requirement and other terms and conditions).

(1.6.e) Earnest Money Deposit, Bid Security. (Meaning: monetary guarantee furnished by a tenderer along with its tender)

(1.6.f) Security Deposit, Performance Security. (Meaning: monetary guarantee furnished by the successful tenderer for due performance of the contract concluded with it.)

2.0 ELIGIBILITY CRITERIA

2.1 Bidders shall be manufacturers of drugs that they wish to offer, having valid manufacturing license in its own name or direct importers of drugs that they wish to offer holding valid import license. Distributors/Suppliers/Agents/Loan licensees are not eligible to participate in this tender.

2.2 Annual turnover for the units in any of the last three years i.e. <2013>, <2014> and <2015> shall not be less than 60% of the total Tender value quoted by the Bidder. The turnover should be at least of Rs 1 Crore in any one of the above mentioned years.

2.3 For each drug quoted in the present tender, the manufacturer should have marketed the drug in India without interruption for at least 1095 days preceding the date on which the tender is submitted. In case of Importer, their principal manufacturer should

have marketed the drug without interruption for at least 1095 days preceding the date on which the tender is submitted.

2.4 Bidders must possess requisite license /permission from the competent authority as on the date of the Tender to manufacture the drug quoted as per specification in the tender. Bidders for imported product must possess valid import license by the competent authority as on the date of the Tender for the drug quoted as per specification in the tender.

2.6 Bids for any drug for which the Bidder has been blacklisted by any State/UT Government / Central Government / its Drug procurement agencies due to quality failure or fraudulent/ illegal practices of the drugs supplied shall not be considered.

2.7 Bidders who have been blacklisted by the State/UT Government / Central Government / its Drug procurement agencies on any grounds should not participate in the tender during the period of blacklisting. Such Bids shall not be considered.

2.8 Bidders who have been blacklisted by any State Government/Central Government / its Drug procurement agencies on account of fraudulent/ illegal practices should not participate in the tender during the period of blacklisting. Such Bids shall not be considered.

2.9 Bidders must provide notarized affidavit that they have not been black listed due to quality failure and /or fraudulent/illegal practices for the quoted product/firm by any State Government / Central Government / its Drug procurement agencies or by any other authority as per the affidavit form at Annexure III to this document. Bids unaccompanied by such affidavit shall not be considered.

2.10 During the validity of the Tender if the Bidder is blacklisted by any of the authorities mentioned at Paragraph 2.9 above, it shall be intimated to the Authority inviting this Bid without any delay.

3.0 GENERAL CONDITIONS

3.1 Complete set of Tender documents may be purchased from the office of Bid Inviting Authority between 10.00 A.M. to 4.00 P.M. on or before 19.1.2017 on all working days either in person or by post by making an application in writing and upon payment of a nonrefundable fee of INR 500 in the form of Demand draft drawn in favour of The Mission Director, NHM, Dintar, Aizawl, Mizoram. The Society shall not be responsible for any delay in transmission by post.

3.2 The Tender documents can be downloaded from the website [www.nhmmizoram.org/ Mizoram.gov.in/eprocure.gov.in](http://www.nhmmizoram.org/Mizoram.gov.in/eprocure.gov.in) free of cost.

3.3 The complete set of Tender documents (Cover A and Cover B) should be submitted latest by **11:00 A.M.** on 20.1.2017. The date and time of pre-Bid meeting shall be intimated to each purchaser of Tender documents separately. It shall be displayed on the website also.

3.4 All Bids must be accompanied with Earnest Money Deposit as specified against each drug in Annexure VIII of the Bid document. Bids not accompanied by Earnest Money Deposit shall not be considered.

3.5 Bids shall be opened in the presence of Bidders/authorized representatives of the Bidders who choose to attend on the specified date and time.

3.6 At any time prior to the date of submission of the Bid, Tender Inviting Authority may either on own initiative or in response to a clarification requested by a prospective Bidder, may modify any of the conditions in the Tender documents by issuing an amendment in writing. All the prospective Bidders who have purchased the Bid document shall be notified of the amendment and such amendments shall be binding on

them. In order to provide reasonable time to take the amendment into account in preparing their Bid, Bid Inviting Authority may at its discretion, extend the date and time for submission of Tender.

3.7 Bidders who have downloaded the Bid document should watch for such amendments on the website nrhmmizoram@gmail.com/Mizoram.gov.in/eprocure.gov.in. No separate intimation shall be issued to them.

4.0 TECHNICAL BID - COVER "A"

4.1. The Bidder should furnish the Technical documents in a separate cover hereafter called "Cover A". Cover A should be sealed with the following written on the cover of the envelop:

"TECHNICAL BID - COVER "A" - BID FOR THE SUPPLY OF DRUGS TO MIZORAM STATE HEALTH SOCIETY, DUE ON 20.1.2017 AT 11.00 A.M" addressed to the Mission Director, NHM, Dintar, Aizawl, Mizoram.

4.2 All the documents submitted should be signed with seal by the Bidder on each page. Photocopies of the documents should be self-attested by the Bidder. Failure on the part of the Bidder to produce original document on demand at any point of time may result in rejection of the Tender documents in to.

4.3 Earnest Money Deposit, shall be as indicated in Annexure VIII of the Bid document against each drug quoted for by the Bidder. The total amount of the EMD must be furnished in the form of Banker's Cheque or Demand Draft and/or irrevocable Bank Guarantee favouring Mission Director, NHM, Dintar, Aizawl, Mizoram, payable at Aizawl. The Bidder should attach a statement showing amount of EMD against each drug and the total of this statement should tally with the amount of EMD provided. EMD in any other form like cheque /cash /postal order etc, shall not be accepted and the Tender will not be considered.

4.4 COVER A must contain the following documents. Bids without any of these documents without valid reasons shall be rejected. The Bid document should be signed only by the authorized official of the Bidder in all pages with office seal. All the documents enclosed with the Bid document should also be signed by the authorized official of the Bidder

(A.1) Documentary evidence for the constitution of the Company/Firm such as Memorandum and Articles of Association, Partnership deed, Permanent Registration Number.

(A.2) Names, Addresses, Telephone Numbers, Fax Numbers, e-mail address of the firm and of the Managing Director / Partners / Proprietors.

(A.3) The list of present Directors in the Board of the Company duly certified by the Company Secretary of the Company/Practicing Company Secretary / Chartered Accountant.

(A.4) Photocopy of valid Manufacturing License duly approved by the Licensing Authority for each and every product quoted as per specification in the Bid. The drugs for which Bids are submitted shall be clearly highlighted in the license.

(A.5) Photocopy of import license (in Form 10 with Form 41), as per Rule 122A of the Drugs and Cosmetics Act 1940. The license must be renewed up to date.

(A.6) Copy of a valid license for the sale of Drugs imported by the firms issued by the State Licensing Authority.

(A.7) Instruments such as power of attorney, resolution of board etc., authorizing the officer signing the Tender documents to sign these documents.

(A.8) Letter authorising a person with photograph to interact with the Procurement Agency during the bidding process if the officer is different from the officer (A.7) above. Such nominated person shall not represent more than one Bidder.

(A.9) Market Standing Certificate issued by the Licensing Authority as a Manufacturer for

each drug quoted for the last 3 years (Certificate should be enclosed with list of items). In case of direct importer, evidence of import of the said items for the last three years such as bill of landing, bill of entry for last three years and certificate of analysis are to be produced (irrespective of the Importer).

(A.10) Performance statement of manufacture/import to establish required marketing credentials as per format in Annexure VI.

(A.11) Non-conviction Certificate issued by the Drugs Controller of the State certifying that the firm/company has not been convicted and the product quoted have not been cancelled during last three years (along with list of items) to be submitted.

(A.12) Certificate of GMP as per schedule M or WHO-GMP where applicable issued by the competent authority.

(A.13) An affidavit in the format given in Annexure II declaring that the Bidder complies with the requirements of WHO-GMP or GMP as per Schedule M.

(A.14) In case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or certificate which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc or COPP certificate of their Principal Manufacturing company or firm.

(A.15) Annual turnover statement for last three financial years in the format given in Annexure-VII duly certified by the Chartered Accountant.

(A.16) Printed Annual reports including the Balance Sheet and Profit and Loss Account for the last three years duly certified by the Chartered Accountant.

(A.17) V

AT Clearance certificate issued by the competent authority in the prescribed format

(A.18) Undertaking (as in the proforma given in Annexure I) for embossment of logo on tablets, capsule shell, on labels of vials, Ampoules, bottles, tubes etc. as the case may be, and for supply of tablets/capsules on the strips as per the conditions specified under Clause 14 herein.,

(A.19) Undertaking (as in the proforma given in Annexure IA) for affixing the logo on the Secondary/Primary packing for the imported items along with Brand/Trade names.

(A.20) The details containing the name and address of the manufacturing premises / importing unit where the items quoted are actually manufactured / imported should be given as per the format in Annexure XII along with exact address of the registered/ Corporate office.

(A.21) Details of technical personnel employed in the manufacturing and testing of drugs (Employee Name, Qualification, and Experience) as endorsed in license.

(A.22) List of items quoted (The name & Drug code of the Items quoted, monthly production capacity of individual drug earmarked exclusively for the Bid of Procurement Agency and the amount of EMD for each drug alone should be furnished and the rate of those items should not be indicated in this list), as shown in the Annexure XIII.

(A.23) A Checklist (Annexure XVII) indicating the documents submitted with the Bid document and their respective page number. The documents should be serially arranged as per Annexure XVII and should be securely tied or bound. If a company/

firm has two or more separate manufacturing units at different sites / States, which are not separate entities then the company shall be allowed to submit only one Tender for all units but necessary document regarding separate manufacturing units shall have to be submitted as a separate set with the same Tender. But a Bidder shall be allowed to submit only one offer for one product.

5.0 PRICE BID - COVER "B"

5.1 Bidders shall submit Annexure-XVIII A and Annexure XVIII B duly filled in and signed on each page by authorized signatory and this shall be considered as Price Bid. The list of drugs in these annexures is not intended to provide a complete list. They are only illustrative in nature and meant to denote the format in which the annexure is to be completed. The list shall reflect the nature and number of drugs to be procured by the state. The Price Bid that is filled in and signed Annexure XVIII A and Annexure XVIII B shall be sealed in an envelope by the Bidder which shall be COVER B. The following shall be written on the cover of the envelope:

"PRICE BID - COVER "B" - BID FOR THE SUPPLY OF DRUGS TO MIZORAM STATE HEALTH SOCIETY DUE ON 20.1.2017 AT 11.00 A.M"

addressed to the Mission Director, NHM, Dinthar, Aizawl, Mizoram

5.2 Both COVER A and COVER B shall be placed by the Bidder in a cover which shall be sealed by him. The following would be written on the cover of the envelope:

BID FOR THE SUPPLY OF DRUGS TO THE MIZORAM STATE HEALTH SOCIETY DUE ON 20.1.2017 AT 11.00 A.M" addressed to Mission Director, NHM, Dinthar, Aizawl, Mizoram.

5.3 The Bidder must adhere to the following conditions while submitting the Price Bid. Failure to adhere to these conditions without valid reasons may result in the rejection of the Tender submitted by the Bidder.

(B.1) Bid should be typewritten.

(B.2) No handmade correction would be allowed. No correction would be made by using correcting fluid or any other chemical or substance.

(B.3) Each page of the Price Bid should be duly signed by the Bidder or authorized signatory affixing the office seal.

(B.4) In addition to Price Bid submitted Bidder in the Annexure-XVIII A & B for the items quoted, the Bidder should also submit the information on a Compact Disc (CD) (supplied with Bid document). The Bidders who have downloaded Bid document, shall also download Excel file <filename>, copy the same file on a Compact Disc (CD) and submit the CD duly filled in. In case there is a difference in any figure between hard copies of Annexure XVIII A & B and data entered in the CD file, the figures on the hard copies of Annexure XVIII A and Annexure XVIII B shall be considered for Bid valuation.

(B.5) The rate quoted in column 8 of Annexure XVIII A and Annexure XVIII B should be for a unit and for the given specification. The Bidder is not permitted to change/alter specification or unit size given in the same Annexures.

(B.6) The details of rates and manufacturing capacity earmarked for the Procurement Agency (for each item individually) given in Annexure XVIII A and XVIII B should be entered clearly. The production capacity earmarked for The Society as indicated in these Annexure in column 13 alone shall be considered for placement of Purchase Orders.

(B.7) The Bidder shall necessarily quote the excise duty or customs duty applicable when the item is excisable or imported as the case may be. The tariff applicable and relevant chapters should be indicated for each item.

(B.8) The Bidder shall specifically mention “ EXEMPTED “ when the item is excisable but exempted for the time being, based on turn over or for any other grounds by the notification issued by the Government of India.

(B.9) The Bidder once quoted the excise rate is not permitted to change the rate/amount

unless such change is supported by the notification issued by the Government of India, after submission of Tender.

(B.10) The Bidder, who has quoted excise duty as “NIL” in Annexure XVIIIA and XVIII B and the item is excisable, at award of contract, will be eligible for payment of excise duty only on production of invoices drawn as per Central Excise Rules.

6.0 OPENING OF BIDS

6.1 Only authorized representatives of the Bidders are entitled to be present at the time of opening of Technical Tender – Cover “A” of the Bid submitted by them. None else shall be permitted.

6.2 Price Bids of only those Bidders who are technically qualified on criteria for technical evaluation and inspection shall be opened.

7.0 EARNEST MONEY DEPOSIT

7.1 The Earnest Money Deposit referred to under Clause 4.3, shall be for the amount as indicated against each drug in Annexure-VIII of the Bid documents. In case a Bidder is quoting for more than one drug, the Earnest Money Deposit payable by such Bidders shall be the aggregate total of the Earnest Money Deposit for all the drugs quoted by such Bidder. The Bidders are required to furnish the breakup of the Earnest Money Deposit for the items quoted along with the Bankers Cheque or Demand Draft or irrevocable Bank Guarantee in the format favoring Mission Director, NHM, Dintar, Aizawl, Mizoram. However, if the total EMD payable is less than Rs50,000 it should be paid only by way of Bankers Cheque / Demand Draft. In other cases a minimum of Rs 50,000/- to be paid only by Bankers Cheque / Demand Draft and the balance may be paid by irrevocable Bank Guarantee/Demand Draft/Bankers Cheque. EMD furnished in the form of a Bank Guarantee should remain valid for a minimum period of 60 days beyond the validity period of Tender. The format of Bank Guarantee for EMD is enclosed in the Annexure-XVI. This should be enclosed with the Bid in Cover “A”. For the matter of clarity, if the due date for receiving the tenders is extended, the validity period of the Bid will automatically stand extended and it is the responsibility of Bidders to ensure that the EMD is valid at the time of Cover-A opening. Earnest Money Deposit in the form of Cheque/Cash/Postal order will not be accepted. Earnest Money Deposit shall not earn any interest.

7.2 In case the EMD submitted by the Bidder is not sufficient to meet the EMD requirement of all the items quoted, the available EMD will be adjusted for the drug items in the ascending order of the drug codes of the items quoted by the Bidder, till the EMD is exhausted. Further, the Tender of such Bidder for the remaining items, out of the quoted items, shall be treated as nonresponsive for want of the EMD. Any part value of EMD remaining unadjusted shall be treated as an excess value furnished.

7.3 Earnest Money Deposit for those Bidders who are found to be not technically qualified shall be returned.

8.0 OTHER CONDITIONS

8.1 The details of the required drugs are shown in Annexure-VIII. The Bid quantity is only a tentative indicative requirement and may be increased or decreased by the Procurement Agency at its discretion, depending on the actual need. The Bidders shall supply the drugs only on the basis of the Purchase Order issued by the Procurement Agency. Any supply without a valid Purchase Order shall not be accepted and no liability shall be accepted by The Society for any payment on this account.

8.2 The Bidders should not renege from the commitment of supplying the quantity mentioned in the agreement / undertaking once the Purchase Order is issued.

8.3 The rates quoted will remain firm irrespective of the quantity ordered or destination.

8.4 Bids have been called for in the generic name of drugs. The Bidders should quote the rates for the **generic products only**. The composition and strength of each product should be as per specifications given in Annexure VIII. Any variation shall result in rejection of the Tender for the. However the imported/combination drugs are allowed to be quoted in trade / brand name.

8.5 Rates quoted should be inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive of VAT (Sales Tax)) for each of the required drugs on door delivery basis according to the unit prescribed in Annexure VIII.

8.6 Bids for the supply of drugs etc. with cross conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., shall not be paid separately. The delivery should be made as stipulated in the Purchase Order placed on the Bidders.

8.7 The price quoted by the Bidders shall in any case not exceed the controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP).

8.8 Bid Inviting Authority shall exercise the right to revise the price at any stage so as to conform to the controlled price or MRP or the lowest selling price of the Bidder as the case may be. This discretion shall be exercised without prejudice to any other action that may be taken against the Bidder.

8.9 To ensure sustained supply without any interruption, The Society reserves the right to split orders for supplying the requirements among more than one bidder, pursuant to the provisions laid under the State Transparency Acts and Rules (if any).

8.10 The rates quoted and accepted shall be binding on all the Bidder for the full contract period of one year and any increase in the price for any reason shall not be entertained till the completion of this contract period.

8.11 No Bidder shall be allowed at any time and on any ground to claim revision or modification in the rates quoted by him. Representation to make correction in the Bid documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY", "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., shall not be entertained under any circumstances and the Bids with such conditions shall be treated as incomplete and accordingly the Tender shall not be considered.

8.12 For the drug formulation like Injections, Liquid orals, Tablets and Capsules, rates should be quoted only for the composition stated in the Bid. Blood products should be supplied along with HIV and Hepatitis-B screening certificate, failing which the items

shall not be accepted. A copy of these Certificates duly attested should be sent with every consignment and every invoice.

8.13 Supplies should be made directly by the Supplier and not through any Agency / Dealer / Distributors.

8.14 The Bidder shall allow inspection of the factory premises at any time during the validity of the Tender by a team of Experts/Officials nominated by The Society for the purpose. The Bidder shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/Firm does not allow such inspection, their Bids shall be rejected during the currency of the contract.

8.15 The Bidder should not influence the Inspection team in any manner including by providing conveyance, accommodation, food etc. Any effort may result in rejection of the Tender/contract.

9.0 PRICE BID EVALUATION AND DETERMINATION OF SUCCESSFUL BIDDER

9.1 Bids shall be evaluated in accordance to the provisions of the State Transparency in Tenders Act and Rules, where applicable and the criteria and conditions mentioned in this document. Rate per unit inclusive of various taxes and charges (landed price) as mentioned in Annexure XVIII A and Annexure XVIII B shall be worked out for determining the L1 rate (Lowest rate).

9.2 The Society reserves the right to accept or reject the Bid for the supply of all or any one or more items of the drugs tendered for in the Bid without assigning any reason.

9.3 The Society or its authorized representative(s) has the right to inspect the factories of any of the Bidders any time before, accepting the rate quoted by them or before releasing any Purchase Order. The Society has the right to reject the Bid or terminate/cancel any Purchase Order issued and/or to decide not to place further order based on adverse reports brought out during such inspections or by any statutory authorities without prejudice to other action being taken.

9.4 The acceptance of the Bids shall be communicated to the lowest / matched Bidders in writing. In determining the lowest evaluated price, (the rate quoted per unit or landed price in Annexure-XIX) the evaluation shall include all taxes and duties such as customs duty, excise duty, etc. subjected to the following:

(9.4.i) In Bids where all the Bidders are from within the State of Mizoram, or where all the Bidders are from outside the State of Mizoram, the Sales Tax shall be included for the evaluation of the price; and

(9.4.ii) In Bids where the Bidders are both from the State of Mizoram as well as from outside the State of Mizoram, the sales tax under the State act MVAT shall be excluded for the evaluation of the price.

9.5 After the conclusion of Price Bid opening (Cover B), the lowest offer of the Bidder shall be considered for negotiation and rate arrived after negotiation shall be declared as the lowest rate and that Bidder is the lowest evaluated for the item (s) for which the Bid has been invited.

9.6 The Bidder, who has been declared as lowest Bidder for certain item(s), shall execute necessary agreement for the supply of the tendered quantity of such item(s) as specified in the Bid Document on depositing the required amount as Performance Security deposit. On execution of the agreement such Bidder shall become eligible for the placement of Purchase Orders.

9.7 If two or more Bidders are declared lowest Suppliers for the same item(s), such Bidders shall execute necessary agreements as specified in the Bid Document. On

depositing the required amount as Performance Security and on execution of the agreement, such Bidders shall become eligible for the placement of Purchase Orders.

9.8 The Society shall inform the lowest rate to other Bidders who had qualified for Price Bid (Cover B) opening, inviting their consent to match with the lowest rate for the item(s). The Bidders who agree to match lowest rate, shall be considered as Matched lowest Bidders.

9.10 The Bidders, who agree to match the lowest rate, shall furnish the revised breakup details of Price (Lowest Rate) in Format in Annexures- XVIII A& B clearly indicating that it is revised and matched with the lowest rate. The revised details shall be signed with seal by the authorized official.

9.11 The Matched lowest supplier, on placement of Purchase Order, shall be deemed as lowest rate supplier for the purpose of the Bid and all provisions of the Bid documents applicable to L1 rate Bidder shall apply mutatis mutandis to the Matched L1 supplier also.

9.12 In the case of purchase of item(s) where the total quantity earmarked by the lowest / matched Bidders, is less than the total quantity required, The Society may, after placing orders with the lowest evaluated / matched Bidders for the entire quantity earmarked by such Bidders subject to the Bidders' ability to supply, request all the other eligible Bidders to submit revised price and quantity they would be willing to supply. Such Bidders shall not be allowed to change any other parameters like rates of taxes etc. They shall also not be allowed to revise the production capacity from what had been mentioned earlier in the original Tender. The revised offer in other words will be restricted to rate and quantity offered. The Society may place order for the remaining required quantity at the revised rates offered in strict ascending orders of offered rates subject to provisions of State Tender Rules.

10.0 SECURITY DEPOSIT

10.1 On being informed about the acceptance of the Bid and at the time of signing the Agreement, the lowest/matched Bidders shall pay the Security Deposit as indicated below in the form of Demand Draft or irrevocable Bank Guarantee in favor of Mission Director, NHM, Dinthar, Aizawl, Mizoram. In case the Security Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period of 2 years from the date of communication of the acceptance letter from the Bid inviting Authority. The format of Bank Guarantee is at Annexure-XI. Failure to deposit the performance security shall attract Clause No. 21.2.

10.2 The amount of Performance Security Deposit shall be 3% of the contract value (subject to a minimum of Rs 5,000/-) where the total value of contract does not exceed Rs1Crore.

10.3 Where the contract value exceeds Rs1Crore, the amount of Performance Security Deposit shall be Rs3Lakhs Plus @ 2% of the contract value over and above Rs1Crore.

11.0 AGREEMENT

11.1 The successful Bidders shall execute an agreement on a non- judicial stamp paper of value of Rs100/- (stamp duty to be paid by the Bidder) within 15 days from the date

of the intimation from The Society of the decision to award the contract to the Bidder. The Specimen form of agreement is available in Annexure-X.

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

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

11.4 If the Bidder fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws the Bid, after the intimation of the acceptance of the Bid or owing to any other reasons to undertake the contract, the contract shall be cancelled and the Earnest Money Deposit deposited by the Bidder along with the Bid shall stand forfeited. The firm shall also be liable to make up for the damages/losses suffered by The Society apart from blacklisting and other penal actions.

12.0 METHODOLOGY FOR PLACING ORDERS

12.1 After the agreement is signed, The Society may authorize other officials under his control to place Purchase Orders on the selected Suppliers. The Society shall provide the Suppliers with a list of such officials. Purchase Orders issued by these officials shall be treated as having been issued in terms of the agreement.

12.2 In cases of emergency, orders for supply of drugs may be communicated over telephone to enable the Suppliers to prepare consignments. Such telephonic orders shall be followed by issue of Purchase Orders within 24 hours and the total value of such a Purchase Order (PO) should not exceed Rs 1 lakh.

12.3 Where the Society has chosen to place Purchase Orders with the Matched lowest supplier and there are more than one such Matched lowest supplier, the Purchase Orders for the requirement of item(s) shall be placed among them in equal proportion provided that no Matched lowest supplier is entitled to be placed Purchase Orders exceeding the production capacity.

12.4 If the supplier on receipt of the Purchase Order discovers that the Purchase Order exceeds the production capacity declared by him in the Tender document and agreement, he shall inform The Society immediately without loss of time and the Purchase Order shall be returned within 7 days from the date of the order, failing which the supplier is stopped from disputing the imposition of liquidated damages, fine for the delayed supply etc.

12.5 If any supplier fails to supply the required item(s) within the stipulated time or within the extended time, as the case may be, The Society shall cancel such Purchase Orders. The Society shall then place order at the risk and cost of the defaulted supplier, on the supplier available for supply on rates which are equal or immediately higher satisfying other conditions.

12.6 If the supplier fails to supply the item(s) either fully or partly within the stipulated time for any of the three Purchase Orders placed for the same item(s) at any point of time and no Matched Suppliers are available, The Society is at liberty to place Purchase Orders either with other Suppliers (in ascending order, viz., L2,L3 and so on) at the price offered by them or with alternate sources at the risk and cost of the defaulted supplier.

12.7 Notwithstanding anything contained in para 12.5 or 12.6 above, the supplier after committing the default in supply either partly or fully, can inform the Procurement Agency about his willingness to supply further quantities during the contract period.

The Society may at his discretion consider his request and may place fresh Purchase Order.

12.8 The supplier shall supply of the Drugs required by The Society at the destination mentioned in the schedule within the period stipulated in the Purchase Order.

12.9 The Drugs supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. The Society shall not be responsible for the loss to the supplier and shall not entertain any claim on this account.

12.10 The supplier shall supply the Item(s) at the specified destination along with original excise invoice, Test reports of raw materials procured and finished products for every batch, Delivery Challans and other relevant documents. Any supply without the above documents shall not be accepted and the said supply shall be accepted only on the date of submission of the required documents

12.11 The supplier shall take utmost care in supplying the quality Drugs and ensure that the batch number mentioned in the packages of the Drugs tally with the batch number mentioned in the Invoices submitted to the Procurement Agency for payment.

12.12 The supplier shall ensure the quantity relevant to the Batch Number of the Drugs is mentioned in the invoice. Any variation shall be examined seriously and the payment for the supply shall be released only after confirmation of the batch number by the supplier and reconciliation of the same. While at the discretion of The Society, minor normal variations in the batch numbers in the invoices and actual supply may be accepted, any abnormal variation may lead to Blacklisting of the product(s) by The Society.

12.13 It shall be the responsibility of the supplier to supply Drugs at the destinations mentioned in the Purchase Order and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., logo, nomenclature in regional language etc.,

12.14 The Society shall all efforts to process the invoices submitted by the supplier and to make payments against supply within 30 days from the date the Drugs supplied has been declared of STANDARD QUALITY, by State Vigilance Committee/the Empanelled laboratory.

12.15 Subject to the conditions mentioned in the Purchase Order, Bid Document, Agreement executed by the supplier and here under, the Supplier is entitled for the payment against supply. Any case of discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills shall be intimated to The Society in writing within 45 days from the date of receipt of payment. The Society may not entertain any claim thereafter.

13.0 SCHEDULE OF PURCHASE ORDERS AND OTHER SUPPLY CONDITIONS

13.1 Purchase Orders along with the place of supply (destinations) shall be issued to the Suppliers by The Society, preferably once in a month.

13.2 The supplier should confirm receipt of the Purchase Order immediately on receipt of the same.

13.3 The supplier shall inform the Procurement Agency and the agency receiving the supply at the destination the details of supply schedule within 7 days from the receipt of the Purchase Order.

13.4 For Category 'A' drugs, the supplier shall supply at least 50% of the ordered quantity within 30 days from the date of Purchase Order and the balance quantity within 45 days from the date of Purchase Order at the destinations mentioned in the Purchase Order. If the 30th day or 45th day, as the case may be, happens to be non-working day, the supply should be completed on the next working day. In case the supply is not completed within the stipulated time, The Society shall have the liberty to

make alternative procurement arrangements for these drugs without any notice/information to the supplier. This shall be treated as default in supply.

13.5 For Category 'B' drugs, the supplier shall supply at least 50% of the ordered quantity within 45 days from the date of Purchase Order and the balance quantity within 60 days from the date of Purchase Order at the destinations mentioned in the Purchase Order. If the 45th day or 60th day, as the case may be happens to be non-working day, the supply should be completed on the next working day. In case the supply is not completed within the stipulated time, the Procurement Agency shall have the liberty to make alternative procurement arrangements for these drugs without any notice/information to the supplier. This shall be treated as default in supply.

13.6 The Society may at its discretion after considering the reasonableness of any appeal made by the supplier within the stipulated supply period for extension of the time limit of supply may accept the offer. Such supply must be completed within 80 days of the Purchase Order in case of Category 'A' drugs and 95 days from the date of the Purchase Order in case of Category 'B' drugs. The Purchase Order shall automatically stand cancelled on the 81st day from the date of issue of Purchase Order in case of Category 'A' drugs and on the 96th day from the date of Purchase Order in case of Category 'B' drugs.

13.7 The supplier is entitled to receive a bonus payment @ 0.25% flat on the order value provided the entire order is completed within 30 days and 45 days for Category "A" and "B" drugs respectively.

13.8 Supplier shall complete the earliest pending purchase order before commencing the supply of subsequent Purchase Orders.

13.9 In addition to any other condition laid down in these Tender documents and in the Purchase Orders, the supplied Drugs (covered in SCHEDULE "P" of Drugs and Cosmetics Act) should have the prescribed potency throughout the shelf life period as prescribed in the Drugs and Cosmetics Act 1940 and rules there under and in relevant Pharmacopoeias. All other items of drugs should have shelf life period of minimum 24/18/12 months from the date of manufacture as prescribed in official compendiums. Each batch of product (s) supplied should have ingredients at the lower limit of 95% at the entry level to the destination supply point including warehouses. The upper limits should be as prescribed in the official Pharmacopoeias throughout its shelf life. The Society shall reserve the right to reject the supplies not fulfilling these conditions.

13.10 The supplier must submit an Analysis report from a Government approved Laboratory for every batch of drug along with invoice. In case of failure on part of the supplier to furnish such report, the batch of drugs will be returned back to the Suppliers and he is bound to replenish the same with Govt. approved lab test report. The Drugs supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

13.11 Supplier should supply the product within 30 days from the date of manufacture of that product. In case, the product is received after 30 days from date of manufacture and the product is not consumed before its expiry date, the supplier should replace the short expiry/expired quantity with fresh stock of longer shelf life. The expired product if not replaced shall be returned to the supplier and the value equal to the cost of expired quantity shall be recovered from any dues payable or by any other method.

13.12 The supplier is responsible for any shortages/damage at the time of receipt in Warehouse. The Society is not responsible for the stock of drug received, for which no order is placed.

13.13 If at any time the supplier has, in the opinion of The Society, delayed the

supply of drugs due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the drugs may be extended by The Society at the discretion for such period as may be considered reasonable. Such extension shall be considered only if a written request is made by the supplier within 10 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events shall not include the scarcity of raw material, increase in the cost of raw material, Electricity failure, breakdown of machineries, labour disputes/strikes, insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc.

13.14 The supplier shall not be liable to pay LD/penalty and forfeiture of performance security for

the delay in executing the contract on account of the extension of supply period granted on the ground of force majeure events.

14.0 LOGOGRAMS

14.1 Logogram means, wherever the context occurs, the design as specified in Annexure-II & IIA.

The name of the drug shall be mentioned in State's official language and English only.

14.2 Bids for the supply for Drugs shall be considered only if the Bidder gives an undertaking that the product(s) shall be prepared as per the specifications such as strength, minimum size and packed with appropriate size of the strips/blisters and with the logogram of proportionate size either printed or embossed on tablets and capsules, bottles etc., as per the design enclosed as per Annexure-II and IIA.

14.3 All tablets and capsules have to be supplied in standard packing of 10 x 10 in strip or blister packing with printed logogram of proportionate size and shall also conform to Schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.

14.4 Vials, Ampoules and Bottles containing the items tendered for should also carry the printed logogram of proportionate size.

14.5 The Society shall reserve the right to reject such supplies which are in violation of conditions laid down in Clauses 14.1 to 14.4. Failure to supply Drugs etc., with the printed logogram of proportionate size shall be treated as breach of the terms of agreement / violation of Tender conditions and action may be taken to blacklist the product and/or fine shall be deducted from the amount payable as per condition in Clause 18.5

15.0 PACKING

15.1 The drugs shall be supplied in the package specified in Annexure-VIII and Annexure-IX and the package shall carry the logograms of proportionate size specified in Annexure-II. Affixing of labels in smaller size will be treated as violation of Bid conditions and fine shall be deducted from the amount payable.

15.2 2D Bar coding as per GS1 standard should be done on tertiary packing of the supplies as per the specifications given in Annexure-XIV.

15.3 The minimum size of each tablet should be 6.4 mm in diameter. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties as per clause 18.5.

15.4 The packing in each carton shall be strictly as per the specification mentioned in

Annexure-IX. The outer carton should be of white board with a minimum of 300 gsm with laminated packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with white board of 450 gsm. Failure to comply with this shall lead to nonacceptance of the goods besides imposition of penalties as per clause 18.5. However in case of poor / damaged packing, necessary replacement should be provided for damaged goods.

15.5 The caps of bottle preparations should not carry the name of the supplier.

15.6 The labels in the case of Injectable preparations should clearly indicate whether the preparations are meant for Intravenous (IV), Intra Muscular (IM), Intra Dermal (ID), Subcutaneous (SC) administration etc.

15.7 The capsule shell should have the name of the drug, in addition to the logo.

15.8 It should be ensured that only first-hand fresh packaging material of uniform size, including bottle and vial, is used for packing.

15.9 All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.

15.10 Packing should be able to prevent damage or deterioration during transit.

15.11 In the event of items of drugs supplied found to be not as per specifications in respect of their packing and logogram, The Society, is at liberty to make alternative purchase of the items of drugs for which the Purchase orders have been placed from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier. In such cases the Society has every right to recover the cost and impose penalty.

16.0 QUALITY TESTING

16.1 Samples of supplies in each batch shall be chosen at the point of supply or distribution/storage points for testing. The samples shall be collected from each batch of supply of the same drugs and after eliminating the common batch, samples shall be taken in random, decoded and shall be sent to the empanelled testing laboratories for testing. Such samples shall be sent to different laboratories including Government Drugs Testing Laboratory/ Kings Institute as decided by The Society.

16.2 Even if samples of a particular batch have passed quality tests, if drugs of the same batch are supplied subsequently, the same shall be again subjected to testing and the latest report of that particular batch shall prevail and be binding on the entire quantity of the batch supplied.

16.3 If the sample fails in quality test and report is received certifying that sample is "NOT OF STANDARD QUALITY", one more sample shall be drawn from the same batch and to be sent to Government Laboratory for quality testing. If such sample passes the quality test as per the report of Government Laboratory, the drugs representing the sample shall be qualified for issue to various Institutions.

16.4 If such sample fails in the quality test, as per the report of the Government Laboratory, the drugs of the batch are not qualified for issue and the supplier shall take back the drugs supplied in that batch. The Society shall reserve the right to take such other action as are envisaged in this document and in the agreement.

16.5 The Drugs shall have the active ingredients at the prescribed level as indicated in official compendiums throughout the shelf life period of the drug. The samples shall be drawn periodically throughout the shelf life period and if found "Not of Standard Quality", the cost of entire batch paid shall be recovered whether consumed fully/partially.

16.6 Action may be initiated for blacklisting the supplier irrespective of the period of supply. The supplies shall be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirement shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches shall be deemed to be rejected goods.

16.7 In the event of the samples of Drugs supplied failing in quality tests or found to be not as per specifications, the Society shall be at liberty to arrange alternative procurement of the items which would include procurement from any other supplier at the same rate or from the open market or from any other supplier who might have quoted higher rates. Such alternative procurement shall be at the risk and the cost of the supplier and in such cases the Society shall reserve the right to recover the additional cost and impose penalty, if deemed fit.

16.8 The supplier shall furnish to the Society, the evidence of bio-availability and/or bio-equivalence reports for certain critical drugs upon demand.

16.9 The supplier shall furnish evidence of the basis for expiration dating and other stability data concerning the commercial final package on request by The Society. In case of any adverse report in the field, the B.M.R/B.P.R for the particular batch of the product(s) supplied shall be produced when demanded.

16.10 The products should conform to the standards of IP/BP/USP/EP/JP as the case may be. In case the product is not included in the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported drugs, respective Country's Pharmacopial standards shall be acceptable (even if the product is official in IP).

16.11 The case of admixture of drugs / mixing of various batches in the Primary / Secondary and/or Tertiary packing, such case shall be treated as a violation of tender conditions and fine shall be levied as per clause 19. If such lapses happens more than twice in a tender period such cases shall be treated as "Misbranded Drugs".

16.12 On complaint from Drug Inspector(s) during their test of field sample that the particular drug has been reported to be of "NOT OF STANDARD QUALITY", the issue of available stock of the particular item shall be stopped. Further, the available stock of the product in hospitals shall be retrieved. If the sample is reported to have less than 50% of content, the particular product shall be blacklisted for 2 years from the date of intimation of blacklisting.

16.13 The Society if and when is required to determine whether a drug is "Not of Standard Quality" shall be guided by the guidelines of Central Drug Control Standards Organization.

17.0 QUALITY FAILURE

17.1 If the samples do not conform to statutory standards, the Bidder shall be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Bidder at his expense within a period of 30 days of the receipt of the letter from The Society. The Society shall reserve the right to destroy these drugs after the expiry of 30 days mentioned above without further notice, and may also collect demurrage charges calculated at the rate of 2% per week on the value of the drugs rejected till its destruction by The Society.

17.2 If any items of Drugs supplied by the supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad odor, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract prices of such articles shall be recovered from the supplier, if payment had already been made to him. In other words the supplier shall not be entitled to any payment whatsoever for items of drugs found to be of "NOT OF STANDARD QUALITY" whether consumed or not consumed and The Society is entitled to deduct the cost of such batch of drugs from any amount payable to the Bidder.

17.3 Notwithstanding the provisions in Clauses 17.1 and 17.2, The Society may initiate other action as deemed fit on the basis of the nature of failure.

17.4 In case of supply of "NOT OF STANDARD QUALITY" drug, the product shall be blacklisted by The Society and no further supplies shall be accepted for the particular drug(s). The supplier shall not be eligible to participate in tenders of The Society for supply of such Drugs for a period of 2 years from the date of blacklisting. Security deposit shall also be forfeited without any intimation.

17.5 In addition, the Director of Drugs Control of concerned State shall be informed to initiate necessary action on the supplier in their state.

17.6 If it is established that the supplier has supplied Adulterated/Spurious/Misbranded drugs to The Society, he shall be blacklisted by The Society immediately and no further supplies shall be accepted from the supplier. Any agreement entered by The Society with the supplier and any Purchase Order against which supplies are still outstanding shall stand automatically cancelled. The supplier shall also not be eligible to participate in tenders of The Society for supply of Drugs for a period of 5 years from the date of blacklisting.

17.7 The supplier shall furnish the source of procurement of raw material utilized in the formulations, if required by The Society who reserves the right to cancel the Purchase Order, if the source of supply is not furnished.

17.8 The decision of The Society or any officer authorized by him on the quality of the supplied drugs shall be final and binding.

18.0 PAYMENT PROVISIONS

18.1 No advance payments towards costs of drugs shall be made to the supplier.

18.2 Payments towards the supply of drugs shall be made by means of Cheque or through RTGS

(Real Time Gross Settlement System) /Core Banking/NEFT. The supplier shall furnish the relevant details in original (Annexure-XVI) at the time of submission of the Tender documents and any change of Bank Account during the validity of the Bid shall not be entertained without valid reasons.

18.3 All bills/Invoices should be raised in triplicate and in the case of excisable Drugs, the bills should be drawn as per Central Excise Rules in the name of The Society or in the name of any other authority as may be designated.

18.4 It would be the endeavor of The Society to make payment without delay for supplies accepted and all other formalities completed. Any outstanding against the supplier shall be adjusted from the payment due to the supplier. In case of last invoice from a supplier, payment shall be made only after expiry of sixty days from the date of submission of the invoice.

18.5 If at any time during the period of contract, the price of tendered items is reduced by any law or Act of the Central or State Government or by the supplier himself, the supplier shall be bound to inform The Society without any delay. The Society shall

unilaterally effect such reduction as is necessary in rates in case the supplier fails to notify or fails to agree for such reduction of rates. The amount of reduction shall be recovered from any payment due to the supplier.

18.6 Without altering the basic price structure of the drugs tendered and approved, any increase/ decrease in the tax/ statutory levies after the submission of the Tender document and not reflected in the price structure in the agreement would be added/ deducted. For claiming any additional payment on account of increased taxes/ statutory levies, the supplier should produce relevant notification and proof of payment. Similarly, The Society shall unilaterally reduce from the payment due, an amount equivalent to reduced tax/ statutory levies.

19.0 LIQUIDATED DAMAGES AND OTHER PENALTIES

19.1 For Category 'A' drugs, delay in supply of 50% of the drugs beyond 30 days as envisaged in Clause 13.4 will attract liquidated damages at the rate of 0.5% per day subject to a maximum of 7.5% of the value of the delayed supply. Similarly supply beyond 45th day as envisaged in Clause 13.4 for the remaining 50% of the supply, shall attract liquidated damages at the same rate subject to a maximum of 7.5% of the value of the delayed supply. Beyond 45 days and 60 days as the case may be, additional liquidated damages shall be imposed at the rate of 0.75% per day subject to a maximum of 11.25%. Imposition of liquidated damages is irrespective of the fact whether The Society has suffered any damage / loss on account of delay in effecting supply or not. If any of the cut off day happens to be a holiday the supply shall be accepted on the next working day without any liquidated damages.

19.2 For Category 'B' drugs, Liquidated damages for delay in supply of 50% of the drugs beyond 45 days as envisaged in Clause 13.5 shall attract liquidated damages at the rate of 0.5% per day subject to a maximum of 7.5% of the value of the delayed supply. Similarly supply beyond 60th day as envisaged in Clause 13.5 for the remaining 50% of the supply shall attract liquidated damages at the same rate subject to a maximum of 7.5% of the value of the delayed supply. Beyond 60 days and 75 days as the case may be, additional liquidated damages shall be imposed at the rate of 0.75% per day subject to a maximum of 11.25%. Imposition of liquidated damages is irrespective of the fact whether The Society has suffered any damage / loss on account of delay in effecting supply or not. If any of the cut off day happens to be a holiday the supply shall be accepted on the next working day without any liquidated damages.

19.3 Against a specific request of the supplier, The Society may at its discretion provide an extension of another 5 days beyond 75th day in case of Category 'A' drugs and beyond 90th day in case of Category 'B' drugs with additional liquidated damages at the rate of 1% per day.

19.4 If there are any unexecuted orders after 80th day in case of Category 'A' drugs and 95th day in case of Category 'B' drugs or the date of delivery extension granted whichever is later from the date of Purchase Order, the order shall stand cancelled and a penalty @ 30% on the value of unexecuted order shall become due. Such penalty shall be recoverable from any amount payable to the supplier. This shall be in addition to additional liability of the supplier on account of alternate procurement carried out at his risk and cost.

19.5 All the days mentioned in Clauses 18.1 to 18.4 shall be counted from the date of the Purchase Order.

19.6 If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply shall be accepted only after levying penalty to the extent of damaged value of supply received at the destination place.

20.0 OTHER GENERAL CONDITIONS

20.1 The Society shall be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part after giving notice to the supplier at least 30 days before the proposed date of termination. The supplier shall not be entitled for any compensation whatsoever in respect of such termination.

20.2 If the Society suffers any monetary loss on account of any infringement of the conditions of the contract on the part of the supplier, The Society would have the right to recover such losses from the supplier besides forfeiture of Security deposit.

20.3 In the event of making Alternative Purchase the excess expenditure over and above contracted prices incurred by The Society in making such purchases from any other sources or in the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance shall be recovered personally from the supplier as per rules.

20.4 In all the above conditions, the decision of The Society shall be final and binding.

21.0 BLACK LISTING

21.1 Blacklisting is an administrative penalty disqualifying a Bidder to participate in any tender process for a given period.

21.2 If a Bidder after having been notified of the award of the contract in his favour on the basis of his response to this notice inviting Tender, fails to execute the agreement and/or fails to deposit performance security deposit, the Bidder shall be blacklisted for a minimum period of two years by The Society from the date following the date by which he was required to execute the agreement or deposit performance security.

21.3 After participating in the Bid either fully or partially, if a Bidder withdraws from the tender process without assigning any valid reason, he shall be blacklisted for a minimum period of two years from the date of intimation by The Society.

21.4 On receipt of report from Govt. Analyst/Drug Testing Laboratory indicating that a particular Item/Drug is "NOT OF STANDARD QUALITY/ ADULTERATED/ SPURIOUS/ MIS- BRANDED (as the case may be), a show cause notice shall be issued to the supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, The Society shall take appropriate action on merits of the case and shall be entitled to impose such penalty including the blacklisting of the particular item of the product /supplier as deemed fit besides forfeiture of performance security deposit.

21.5 In case of any sample in any batch supplied by the supplier being declared as Adulterated/ spurious/ Misbranded by the Government Authorities, the Supplier shall be blacklisted for a period of 5 years from the date of intimation besides forfeiture of security deposit in full.

21.6 If the supplier supplied more than one item and 50% of such items are blacklisted, the supplier is liable to be blacklisted for a period of 2 years from the date of intimation.

21.7 Failure to execute at least 70% of the ordered quantity in any three Purchase orders of the same drug shall result in the same drug by the supplier being blacklisted for a minimum period of two years.

21.8 Purchase orders, if any, already issued before taking any blacklisting action or orders given in past shall not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

21.9 The blacklisting of particular product or a supplier shall be done without prejudice to other penalties which may be imposed as per the conditions of Bid documents and also to other actions which may be initiated under Drugs and Cosmetics Act 1940 or any other law of Land. The Society shall display names of such blacklisted product(s) and supplier on its website and also circulate the same among other state Governments / Central Government and its Drug procurement agencies including respective State Drugs Control Department where the supplier is located.

22.0 SAVING CLAUSE

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

23.0 ARBITRATION

23.1 If dispute or difference of any kind shall arise between The Society and the supplier, the parties shall make every effort to resolve the same amicably by mutual consultations.

23.2 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either of the parties may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure shall be as per the Arbitration and Conciliation Act, 1996 of India. In that event, the dispute or difference shall be referred to the sole arbitration of an officer to be appointed by The Society as the arbitrator. If the arbitrator to whom the matter is initially referred is transferred or vacates his office or is unable to act for any reason, he / she shall be replaced by another person appointed by The Society to act as Arbitrator.

23.3 Reference to arbitration shall be a condition precedent to any other action at law or in terms of the conditions of this document.

23.4 The venue of arbitration shall be the place where The Society is located..

24.0 SPECIAL INSTRUCTIONS TO BIDDERS

24.1 No Bidder or any official connected to the Bidder or any person on behalf of the Bidder shall contact any official in the Tender Inviting Authority on any matter relating to its Tender from the time of Tender opening to the time the contract is awarded.

24.2 Any effort by a Bidder through any official connected to him or any person on behalf of him to influence the processes of Tender evaluation, Tender comparison or contract award decisions may result in rejection of the Bidder's Tender.

24.3 The Bidder through any official connected to him or any person on behalf of him shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Bids and prior to the notification of award. Any attempt by any

Bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee, shall be sufficient reason to disqualify the Bidder.

24.4 Notwithstanding anything contained in clauses 24.1 to 24.3 above, the Tender Inviting Authority or the Tender Accepting Authority, may seek bona fide clarifications from Bidders relating to the Bids submitted by them during the evaluation of Bids.

24.5 The Tender Accepting Authority may waive minor infirmity and/or non-conformity in a Bid, provided it does not constitute any material deviation. The decision of the Tender Accepting Authority as to whether the deviation is material or not, shall be final and binding on the Bidders.

25.0 FRAUDULENT AND CORRUPT PRACTICES: FOR BIDDERS

25.1 It is the policy of The Society to require that the Bidders, Suppliers and contractors and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. Any action taken by a Bidder, Supplier, Contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper. In pursuance of this policy, the purchaser defines for the purposes of this provision, the terms set forth below as follows:

(25.1.i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ("another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes staff and employees of other organizations taking or reviewing procurement decisions.

(25.1.ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution).

(25.1.iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ["parties" refers to participants in the procurement process (including public officials) attempting to establish Tender prices at artificial, non competitive level].

(25.1.iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a "party" refers to a participant in the procurement process or contract execution).

(25.1.v) "Obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation and includes acts intended to materially impede the exercise of the rights of The Society of inspection and audit provided for under sub-clause (e) below.

25.2 The Society shall reject a Tender and cancel a contract if he determines that the Bidder considered for award has, directly or through an agent, engaged in corrupt,

fraudulent, collusive, coercive or obstructive practices in competing for the contract in question.

25.3 The Society shall debar a Bidder either indefinitely or for a stated period of time from being awarded any contract if it at any time he determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract.

25.4 The Society shall have the right to inspect the accounts and records of the Bidders, Supplier, and Contractors and their sub-contractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

26.0 JURISDICTION

26.1 In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Civil Court within the city of Aizawl, Mizoram.

Mission Director
National Health Mission
Mizoram

DECLARATION

I / We do hereby declare that I shall supply the Drugs by affixing the logo for Secondary / Primary packing for the imported items along with Brand / trade Names as per the designs (The Society to enclose designs) and as per the instructions given in this regard.

Signature of the Tenderer

Name in capital letters with Designation

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I/We M/s.

.....

.....represented by its Proprietor /
Managing Partner / Managing Director having its Registered Office
at.....

.....

..... and its Factory
Premises

at do declare that I/We possess the valid
license and GMP Certificate as per WHO GMP/
GMP as per Schedule M which ever applicable, issued by the Competent
Authority. I/We

furnish the particulars in this regard in enclosure to this declaration.
I am/we are aware of the Tender Inviting Authority' s right to forfeit the Earnest Money Deposit and/or Security Deposit and blacklisting me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per WHO GMP/ GMP as per Schedule M, whichever applicable, for a period of 5 years.

Signature :

Seal

Name &Address :

To be attested by the Notary.

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DECLARATION

I.....
.....Managing

Director/ Director/
Partner/ Proprietor of M/s.

.....
having registered office
atdo hereby declare that we have not
blacklisted either by Bid Inviting Authority or
by any State Government or Central Government Organization for the
following products quoted
in the Bid. We are eligible to participate in the Tender ref.
no.....
..

Dated..... for the following products.

M/s.

Company seal

To be attested by the Notary

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DECLARATION FOR COMPLIANCE OF WHO-GMP/ GMP AS PER SCHEDULE M (Whichever Applicable)

01. Name and Address of The Firm :

02. Name of Proprietor / Partner / Director :
03. Name and Designation of Person Present :
04. GMP Certificate : As per WHO GMP/ GMP as per Schedule M whichever applicable
05. Details of Licenses Held With Validity :
06. Number of Workers Employed : Ladies : Gents :
07. Whether Workers Provided with Uniform : Yes / No
08. Whether Medical Examination done for the Workers : Yes / No

09. Hygienic Condition

- (I) Surrounding : Satisfactory / Not Satisfactory
- (II) Production Areas : Satisfactory / Not Satisfactory
- (III) Other Areas : Satisfactory / Not Satisfactory
10. Provision For Disposal of Waste : Yes / No
11. Heating System : Yes / No

Working Area

12. Whether Benches Provided in all Working Area

13. Water Supply

- (A) Source
- (B) Storage Condition : Satisfactory / Not Satisfactory
- (C) Testing
(With reference to Pathogenic Organization) : Yes / No
- (D) Cleaning Schedule In Water Supply System With Proper Records : Yes / No

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- (E) Type of Machinery installed as to Semiautomatic or Fully Automatic plant for water purification system along with cost and whether this is working, and if so the flow rate of Pharmaceutical water to must the requires preparation :

14. Air handling system along with list of machine and cost of the unit. Separately for sterile and non sterilepreparation :
15. Whether the pollution control clearance is valid for Air and Water and if so the period upto which valid (copy of the certificate to be enclosed) :

16. Raw Material Storage Area

- (Storage Facilities / Hygienic Condition) :
- (I) Quarantine : Provided / Not Provided
- (II) Passed Materials : Provided / Not Provided
- (III) Rejected Materials : Provided / Not Provided

17. Finished Product Storage Area (Hygienic / Storage) :

- (I) Quarantine : Provided / Not Provided
- (II) Released Material : Provided / Not Provided

18. Details of Technical Staff Name Qualification Experience

- (B) For Manufacturing : For Testing :

19. Testing Facilities (List of Equipments to be furnished separately in the format to meet the bench mark vide Annexure)

Chemical Method : Yes / No

Instrumental (Type of Instrument Provided as indicated in Annexure) : Yes / No

Biological : Yes / No

Micro Biological : Yes/No

Animal Testing : Yes/ No

20. Remarks

(A) Whether Products Quoted to (Name of Procurement Agency/ Body).

are Endorsed in the Licence : Yes / No

(B) Whether the drugs Quoted to..... (Name of Procurement Agency/ Body).

have been Manufactured

Earlier (Last 3 Years) : Yes / No

If Yes, Details Like

(C) Production Capacity (Section Wise)

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Tablet Section

(1) (2) (3) (4) (5)

Planetary mixer

Fluidized bed drier

Tray drier

Mechanical shifter

Multi mill

Tablet compression

machine

1) With

number of station

2) With

number of station

3) With

number of station

4) With

number of station

Coating pan.

Blister Packing

machine

Strip packing

machine

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Capsule Section

(1) (2) (3) (4) (5)
Double cone blender
Automatic capsule
filling machine

Parenteral Section

(1) (2) (3) (4) (5)
Small volume Parenteral
Mixing Vessel
Laminar Flow unit
Filtration unit
Ampoule filling machine
(with No of head)
Vial filling Machine (with
No of head)
Vial sealing machine
Powder filling machine
Autoclave for terminal
Sterilization
Ampoule labeling machine
Vials labeling machine

Large Volume Parenterals

(1) (2) (3) (4) (5)
Mixing vessel
Filtration Unit.
Filling Machine Autoclave
for terminal Sterilization
Labeling Machine

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Ointment/ Cream

(1) (2) (3) (4) (5)
Stream jacket vessel for mixing
Ointment/cream filling
machine

Liquid Section

(1) (2) (3) (4) (5)
Bottle washing machine
SS tank with capacity
Filter press
Colloidal mill
Bottle Filling Machine
Labeling Machine

External Preparation

Mixing Vessel
Filling machine
Labeling machine

(D) Any, Not Of Standard Quality : Yes / No

Reports of Product Quoted/

Approved By (Name of Procurement Agency/ Body).

(If Not, Nil Statement)

(E) Any Prosecution After : Yes / No

Submission of Tender Documents.

(If Not, Nil Statement)

(F) Chances Of Cross Contamination : Yes / No

at Raw Materials/In Process/ Finished

Product Stages and Steps/Facilities

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(G) Validation of Equipmentsdone : Yes / No

(H) Cleaning Schedule

(I) For Premises :

(II) For Equipments

(I) Adverse Reaction, If Any and :

Reported

1 Whether any drug(s) manufactured by the tenderer has / have been recalled during last five years? If yes given details

2 What are the results of investigations on the recalled drug(s)?

3 What action have been taken to prevent recurrence of recall of drug(s) on that particular account?

(J) Complaints Received If Any and Steps taken. :

1 Whether any drug(s) manufactured by the tenderer has / have been recalled during last five years? If yes given details

2 What are the results of investigations on the recalled drug(s)?

3 What action have been taken to prevent recurrence of recall of drug(s) on that particular account?

Signature and seal of Proprietor/Partner/Director

To be attested by the Notary

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- 1 Analytical Balance
- 2 Infra Red Spectrometer
- 3 Karl Fisher Tritator
- 4 Melting Point
- 5 Brookfield Viscometer
- 6 Polarimeter
- 7 Autoclave
- 8 Refractometer
- 9 Sampling Booth
- 10 UV-Vis Spectrometer
- 11 HPLC
- 12 Muffle Furnace
- 13 Fuming Cupboard

- 14 Micrometer
- 15 Dissolution Tester
- 16 Disintegration Tester
- 17 Friability Tester
- 18 Vernier Calipers
- 19 IR Balance
- 20 Hardness Tester
- 21 Leak Test Apparatus
- 22 Laminar Air Flow
- 23 BOD Incubator
- 24 Vacuum oven
- 25 Bulk Density Apparatus
- 26 Water Activity Meter
- 27 Anaerobic System
- 28 Gas Chromatograph
- 29 LAL Kit
- 30 Sterility Test Kit
- 31 Particle Counter
- 32 Air Sampler
- 33 Flame Photometer
- 34 Tap Density Tester
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DETAILS OF E.M.D. SUBMITTED

We herewith submit the E. M. D. of Rs.
 in the
 form of Demand
 Draft bearing No. Dated: Drawn On.

 Bank

 . Branch in favour of
 (Name of Procurement Agency/ Body) for the following items
 of drugs.

Total
 * in ascending order as in Annexure-VIII.
Signature & Seal
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NOTORISED UNDERTAKING
 (In 20- Rupees stamp paper)

I
S/o Proprietor /
Partner /
Managing Director of

..... (Proprietary
Concern/ Firm / Company Ltd.) execute this Undertaking for myself and on
behalf of (Proprietary Concern / Firm / Company Ltd.).

2. Where as (Name of Procurement Agency/ Body) (Tender
Inviting Authority) has
invited Tender for supply of drugs and medicines for the year 2014-2015 and
in pursuant to the
conditions in the tender documents. M/s

..... (Proprietary Concern/Firm /
Company Ltd.), having its Office
at.....
.....
.....
.....

..... is exempted from payment of
Earnest Money Deposit as indicated in the
Annexure-VIII of tender document.

3. and where as, in pursuant to the conditions in Clause Nos. 7.2 &
7.3(viii) of the tender, the
Earnest Money Deposit can be forfeited by the Tender Inviting Authority in
case of violation of any
of the conditions and for non-performance of the obligation under tender
document.

4. In consideration of exempting M/s.

.....
.....

(Proprietary Concern/ Firm / Company Ltd.) from payment of Earnest Money
Deposit as indicated
in the Annexure-VIII of tender document, I undertake to pay the said sum
without any demur on
receipt of demand issued by the tender inviting authority.

M/s.
for Self and Firm / Company Ltd.

Signature and Seal

Witness:

(1)

(2)

PROFORMA FOR PERFORMANCE STATEMENT

Name of firm

(1) (2) (3) (4) (5)

- 1
- 2
- 3
- ...

Note : Proof for the manufacturing (BMR) / importing and supply for marketing of the drug quoted to be attached

Signature and seal of the Tenderer

Annual Turn Over Statement

The annual Turnover of M/s.

.....

..... for the past three years are given below and certified that the statement is true and correct.

- 1. -<Year>
- 2. -<Year>
- 3. -<Year>

Total - Rs. Lakhs.

Average turnover per annual -

Rs. Lakhs.

Signature of Auditor/ Chartered Accountant (Name in Capital)

Date

Seal

TENDER FOR THE SUPPLY OF DRUGS FOR THE YEAR...

CATEGORY "A" DRUGS

1. Every Consignment of Blood and related products should be certified to be
(a) AIDS Free (b) Hepatitis B Free
2. Strips of Aluminium foils refer to gauge (Specifications.....)
3. Aluminium foils as back material for blisters refer to gauge (Specifications.....).
4. The rigid PVC used in blister packing should be of not less than (Specifications.....).
5. All glass bottles should be new neutral glass.
6. Ointments should be packed in liquidized Aluminium Tubes.
7. Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
8. Specification of outer cartons are as given in the Schedule (Annexure-IX)
9. In case of any conflict between Carton specifications and packets per carton specification (Last column of this table), the specification of the packets / carton shall prevail.
10. All tablets should have a score line.
11. All plastic containers should be made of virgin grade plastics.
12. All plastic jars above 450Gms / ml should carry an inner plastic lid.
13. Injection in vials should have a flip of seals.
14. The strips shall be aluminium strip / blisters with aluminium foil back.
15. The minimum diameters of each tablets should be of (Specifications.....).
16. The outer carton should be of white board with a minimum of (Specifications.....). with laminated packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with white board of (Specifications.....)..

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TENDER FOR THE SUPPLY OF DRUGS FOR THE YEAR... CATEGORY "A" DRUGS

(LIST OF DRUGS IS MEANT TO BE ILLUSTRATIVE ONLY)

- 1 2 Paracetamol Tab. IP Strength :
500 mg Packing : Blister with
Aluminium Back
10X10 tabs 100X10X10
2 3 Paracetamol Syrup. IP Strength :

125mg/5ml Packing : Pet / Glass
Bottle with Dosage Cap
60 ml
Bottle
100X 60 ml Bottles/
Carton
3 4 Co-Trimoxazole Oral suspension IP
Strength : Bottles of 50 ml Each 5ml
contains Trimethoprim - 40 mg and
Sulphamethoxazole - 200 mg
Packing : Pet / Glass Bottle with
Dosage Cap
50 ml
Bottle
100X 50 ml Bottles/
Carton
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I. SCHEDULE FOR PACKAGING OF DRUGS GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 kgs (ie., product inner carton+ corrugated box).

2. All Corrugated boxes should be of 'A' grade paper ie., Virgin

3. All items should be packed only in first hand boxes only.

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

5. Every box should be preferably single joint and not more than two joints

STITCHING:

6. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners

FLAP:

7. The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60° should not crack.

TAPE:

8. Every box should be sealed with gum tape running along the top and lower opening.

CARRY STRAP:

9. Every box should be strapped with two parallel nylon carry straps (they should intersect).

LABEL:

10. Every corrugated box should carry a large outer label clearly indicating that the product is for

“.....**Govt. Supply** - Not For Sale”. The lower one third of the large label should indicate in bold, the value of the product as depicted in Annexure II of this document.

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11. The product label on the carton should be large at least 15cms x 10cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

OTHERS:

12. No box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

(1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be

150 gm/m² (gsm) and inside partition / lining should be 120 gsm.

(2) The box should be of 5 ply with Bursting strength of 9 Kg/ Cm²

III. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

(1) No corrugate box should weigh more than 7-8 kgs.

(2) Every Ointment tube should be individually packed in carton and then packed in 20' s

in a grey board box, which may be packed in a corrugated box.

(3) Grammage Outer box should be 150 gsm inside partition /lining should be 120 gsm.

IV. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

(1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should

be packed in C.B weighing not more than 8 kgs.

(2) C.B. for vials should be of 150 gsm (outer box should be 150 gsm and inside partition /

lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 gsm (outer

box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.

(3) Bursting strength for CB boxes for

a. Vials : Note less than 13 Kg/Cm²

b. Amp : Note less than 9 Kg/Cm²

(4) In the case of 10 ml Ampoules 100 or 50 ampoules may be packed in a grey board box.

Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only

25 ampoules may be packed in a grey board box with partition.

(5) If the vial is packed in individual carton, there is no necessity for grey board box packing.

The individual carton may be packed as such in the CB with centre pad
(6) In case of ampoules every grey board box should carry 5 amps. Cutters placed

in a polythene bag.

(7) Vials of eye and ear drops should be packed in an individual carton with a dispensing

device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board

box

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THIS AGREEMENT made the..... day of,

Between (Name of Procurement

Agency/ Body with Address. (Name of purchaser) of

(Country of Purchaser) (here in after

“the Purchaser”) of the one part and (Name of Supplier) of

..... (City and Country of Supplier) (here in after called “the Supplier”) of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz: Supply of

Drugs in the tender Reference No.

..... (Brief Description of Goods and Services)

and has accepted a bid by the Supplier for the supply of those goods and services for the sum of

..... (Contract Price in Words and Figures)

(hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively

assigned to them in the Conditions of Contract referred to, and they shall be deemed to form

and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :

(a) The Letter of Acceptance issued by the Procurement Agency

(b) The Notice Inviting Tender

(c) The supplier's bid including enclosures, annexures, etc.

(d) The Terms and Conditions of the Contract

(e) The Schedule of Requirement

(f) The Technical Specification

(g) Any other document listed in the supplier' s bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

Ref. Clause No.11.1

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3. In consideration of the payments to be made by the Procurement Agency to the Supplier

as hereinafter mentioned, the Supplier hereby enters into this contract with the Procurement

Agency to provide, the goods and services and to remedy defects therein in conformity in all

respects with the provisions terms and conditions in the notice inviting bids .

4. The purchaser hereby agrees to pay the Supplier in consideration of the provision of the

goods and services and the remedying of defects therein, the Contract Price or such other

sum as may become payable under the provisions of the Contract at the times and in the

manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / providedby the Supplier are as

under.

Total contract value

* Tender quantity indicated here is tentative and may vary subjected to various terms and conditions of the tender.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance

with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said..... (For the Purchaser) in the presence of

.....

Signature

Name

Address

Signed, Sealed and Delivered by the Said

(For the Supplier) in the presence of

.....

Signature

Name

Address

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Performance Security Bank Guarantee
(unconditional)

To :.....
(Name of Procurement Agency/ Body) (Name of Purchaser) (Address of
Procurement Agency/
Body)

WHEREAS..... (Name
of the Supplier) herein called “the Supplier” has
undertaken, in pursuance of Tender No.....,
dated..... to supply
of **Drugs for the year** (Description of Goods and Services)
hereinafter called “the
Contract” .

AND WHEREAS it has been stipulated by you in the said Contract that the
Supplier shall
furnish you with a Bank Guarantee by a recognised bank for the sum
specified therein
as security for compliance with the Supplier’ s performance obligations in
accordance with the
Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee
THEREFORE WE hereby affirm that we are Guarantors and responsible to you,
on behalf
of the Supplier, upto a total
of.....

(Amount of
the Guarantee in Words and Figures) and we undertake to pay you, upon your
first written demand
declaring the Supplier to be in default under the Contract and without
cavil or argument, any
sum or sums within the limit of
(Amount of the Guarantee in Words and Figures)
as aforesaid, without your needing to prove or to show grounds or reasons
for your demand or the
sum specified therein.

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This guarantee is valid until the day of
..... 20.....

Signature and Seal of Guarantors

.....

.....
Date 20
Address

.....
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DETAILS OF MANUFACTURING /IMPORTING UNIT

Name of the Tenderer & Full Address :
PAN Number: TIN Number:
Phone Nos.
Fax: E-Mail :
Date of Inception: Licence No. &Date :
Issued by: Valid up to:
Details of installed Production Capacity:

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Details of Installed Production Capacity for 30 days (In Terms of Unit Packs)

Tablets
Capsules
General
Beta-Lactum
Injections
Ampoules
Vials
I. V. Fluids
Sterile Powder
Liquids
Suspension
Syrups
Drops
Ointment
Powders
Antiseptics /
Disinfectants

Name & designation of the authorised signatory :
Specimen signature of the authorized Signatory :
* The details of manufacturing unit shall be for the premises where items
quoted are actually
manufactured

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List of Items quoted

1. Name of the firm and address as given in drug license:
2. Drugs Licence No. in form 25 & 28 or import Licence No:
3. Date of issue & validity:
4. Revised schedule M compliance Certificate obtained on:
5. Non-conviction Certificate Obtained on:
6. Market standing Certificate obtained on:
7. Monthly Production Capacity earmarked toProcurement Agency/Body
In the event of the bidder becoming L1 for more than one item, if the total annual quantity for such items is more than the capacity earmarked to Procurement Agency/Body, the procurement body reserve the rights to decide any appropriate item(s) within his production capacity.
8. Details of Endorsement for all products quoted

1.
EMD Total
Authorised signatory :
Date :

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BOX NO :

PO NUMBER :
SUPPLIER CODE :
SUPPLIER NAME :
DRUG CODE :
DRUG NAME :
BATCH NO :
MFG DATE :
EXPIRY DATE :
BATCH QUANTITY :
INVOICE NO :
D C NO :

Ref. clause 15.2

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01 Company Name
02 Postal Address of the company with
Telephone No., Fax No. and Mail I.D.
03 Name of the Managing Director
Director / Manager Mobile No. / Phone No. E-mail I.D.
04 Name and Designation of the
authorized company official
Mobile No. E-mail ID
Date: Company Seal Signature
Place: (Name of the person signing & designation)

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01 Name of the Bank .
Branch Name& address
Branch Code No.
Branch Manager Mobile No. Branch Telephone no.
Branch E-mail ID
02 9 digit MICR code number of the bank and branch
appearing on the MICR cheque issued by the bank.
03 IFSC code of the Branch
04 Type of Account (Current / Savings).
05 Account Number (as appear in cheque book)
(in lieu of the bank certificate to be obtained, please attach the original
cancelled cheque issued
by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and
complete. If the transaction
is delayed or not effected at all for reasons of incomplete or incorrect
information, I would not
hold M/s. responsible. I have read the conditions of
the tender/agreement
entered and agree to discharge the responsibility expected of me / from the
company as a tenderer
/successful tenderer.
Date: Company Seal Signature

Place: (Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY
ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address. Signature of the authorized official of the bank

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Format for Submitting Bank Guarantee as Earnest Money

TENDER NO.

(To be submitted in Rs. 50/- Non-Judicial Stamp Paper to be purchased in
the name of the issuing
bank)

To

<Tender Issuing Authority>

<Address>

WHEREAS (Bidder' s
name)

(Hereinafter referred to as "Bidder"), a Corporation/ Company/ Firm
having its registered office at

_____ is required to deposit with you, by way of Earnest
Money, Rs<amount><

amount in words> in response to abovementioned Tender issued by you for the
work.

WHEREAS the Bidder as per < Tender Condition, Paragraph No > has agreed to
establish a Bank

Guarantee in Your favour through us valid up to <Date>, We<Bank> hereby
agree and undertake

to pay you on demand the said amount of <amount><amount in words> without
any protest or

demur in the event the Bidder after submission of his bid, resiles from or
withdraws his offer or

modifies the terms and conditions thereof in a manner not acceptable to you
or is rejected on the

ground of making any false claim or expresses his unwillingness to accept
the order placed and/

or letter of intent issued on him or fails to sign the contract within
stipulated period for supply

under "Notice Inviting Tender (TENDER NO. <> dated <date>) or fails to
fulfill any of the conditions

required of him to perform after accepting the offer.

1. Y our decision as to whether the Supplier/Tenderer has resiled from or
has withdrawn his offer

or has modified the terms and conditions thereof in a manner not acceptable
to you or has

been rejected on the ground of making any false claim or has expressed his unwillingness to accept the order placed and/or Letter of Intent issued by you on the Bidder for the supply under Notice Inviting Bid <Notice Inviting Tender dated _____> in this regard or has failed to fulfill any of the conditions required of him to perform after having accepted the offer, shall be final and binding on us and we shall not be entitled to question the same.

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2. Notwithstanding anything contained in the foregoing, our liability under this Guarantee shall

be restricted to < amount><amount in words>.

3. This Guarantee shall remain valid and in full force and effect up to (Date) and shall

expire thereafter unless an intimation is given to the Bank by you earlier in writing discharging us from our obligation under this Guarantee.

4. We shall not revoke this Guarantee during its currency except by your consent in writing.

5. This Guarantee shall not be affected by any change in the constitution of the Bidder or yourselves or ourselves but shall ensure to your benefit and be enforceable against our legal successors or assignees by you or your legal successors.

6. Notwithstanding anything contained herein above unless a demand or claim under this Guarantee is made on us in writing within six months from the date of expiry of this Guarantee we shall be discharged from all liabilities under this Guarantee thereafter.

7. We have power to issue this Guarantee under our Memorandum and Articles of Association and the undersigned who is executing this Guarantee has the necessary power to do so under a duly executed Power of Attorney granted to him by the Bank.

Signed and Delivered For and on behalf of..... Bank
(Banker' s Name) Name of Bank Manager

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