



## “Sickle Cell Institute Chhattisgarh”

(An Autonomous Institute of Govt. of Chhattisgarh)

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### **Tender Document**

For

### **Rate Contract for local purchase of the medicines**

(Tender ref. no. SCIC/Tenders/2017-18/001-Retender, Date: 14/06/2017)

### **Re-tender**

The Sickle Cell Institute Chhattisgarh functioning at Department of Biochemistry, Pt. J.N.M. Medical College, Raipur - 492001, via its “Director General”, invites rate contract tender for the supply, of “Medicines” from the manufacturers or their licensed and authorized distributors/dealers, for the year 2017-18. The tender/bid document can be downloaded from the website of the institute and must be submitted with a tender processing fee of Rs. 500.00 in form of a Demand daft/Bankers Cheque favoring Director General, Sickle Cell Institute Chhattisgarh Raipur by **sealed registered post/speed post** or **by hand at tender box** to the above address, on or before the closing date i.e.05<sup>th</sup> July 2017 till 03.00 pm and will be opened on same day at 4.00 pm in the presence of tender opening committee and authorized representatives of the tenderers or themselves if so desired.

### **Terms and conditions of tender**

1. Earnest money deposit of Rs. 10,000.00 (Ten thousand rupees only) in the form of a fixed deposit receipt (F.D.R.) in original, in favor of Director General, Sickle Cell Institute Chhattisgarh Raipur, valid for 12 months. The EMD submitted by unsuccessful bidders shall be returned to them whatsoever, within 30 days after conclusion of the contract with successful bidder. If bidder withdraws the bid in any respect within the period of validity of the bid, or if any document provided by the bidder in support of its eligibility is proved to be false or forged then EMD may be forfeited
2. **The tender is a rate contract which does not bind the purchaser to place any order. The purchase order will be strictly a concern of purchaser to buy only in case of unavailability in CGMSC Ltd if so desirous.**
3. The bids should be submitted as sealed quotations from local Chemists /Firms/Manufacturers situated within Chhattisgarh state.
4. The tender must be submitted in two parts (A) Pre qualification and technical bid (B) price bid. The two bids must be submitted in two separate sealed envelopes, clearly marked as pre qualification and technical bid / price bid subsequently packed in into one outer envelope.  
**A. Mandatory documents for prequalification and technical bid (A)**
  - a. Self Attested and stamped copy of Firm’s registration.
  - b. Self Attested and stamped copy of Pan Card and TIN.
  - c. Self Attested and stamped copy of VAT and sales tax clearance certificate of last 2 financial years.
  - d. Vendor information of the firm.
  - e. EMD for Rs.10000/- in the form of FDR in favor of Director General, Sickle Cell Institute Chhattisgarh Raipur valid for 12 months which will be treated as security deposit in case of successful bidder.
  - f. Valid drug license/manufacturers license issued by state drug licensing authority.

- g. Declaration cum undertaking regarding non conviction that the firm is not blacklisted by any tendering authority or regulatory body and to bind with the terms and conditions of tender.  
(Annexure-II)
- h. List of item quoted and Product specifications.
- i. Performance certificates/previous orders issued by reputed organization/government authorities.
- j. Turnover certificate minimum of 50.0 lac since last two years, dully signed with seal and reg. no. of CA.

**B. Mandatory documents for price bid (B)**

Offer price strictly on the prescribed format for each item separately. (Annexure-III)

- 5. The pre qualification bid will be opened on 05<sup>th</sup> July 2017 at 04:00 PM in the presence of tender opening committee constituted for this purpose and tenderers or their authorized representatives who are present.
- 6. Tender not confirming to the essential requirement, as per check list (Annexure-I) will be rejected and no correspondence thereof shall be entertained whatsoever.
- 7. Price bid of only those tenderers shall be opened whose pre qualification bid qualify in first stage. Time & date for opening of Price Bid shall be fixed and intimated to the qualifying tenderers in Pre- qualification and technical bid.
- 8. The tender form should be clearly filled in ink legibly or typed. Correcting fluid should not be used in any case. Alterations unless legibly attested by the Tenderers, shall disqualify the tender. The tender form should be signed by the Tenderers himself.

**9. Award Criteria:**

This is a two step process, starts with the prequalification & technical bid evaluation, and subsequently goes to price bid evaluation of successor firm only of the previous step. Purchaser shall award the Contract to the qualified Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, subject to the bidder agrees to all terms and condition of the tender. In case of non-acceptance of agreement, the Purchaser will proceed to the next-lowest evaluated Bidder. Tender Inviting Authority reserves the rights to call other eligible firms those are willing to match L-1 Rates. If such firms are found, then the order quantity may be dispersed in ratio of 60% for L-1 & 40% for those who match L-1.

- 10. Every paper of the tender should be numbered & signed by the tenderers with seal of agency/firm.
- 11. The items will be supplied to the SCIC on FOR basis, which should not be more than the maximum retail price.
- 12. **Purchaser reserves the rights to accept or reject all or any of the bids.**
  - 12.1. The purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.
  - 12.2. Rejection of all bids is also permitted when bids are not substantially responsive or if there is lack of effective competition. However the rejection of all bids shall not happen solely for the purpose of obtaining lower prices, except when the lowest evaluated bid substantially exceed the previously budgeted amount. Purchaser may as an alternative to re-bidding, negotiate with the lowest evaluated bidder.
- 13. The tender is a rate contract thus; maximum discounted price should be quoted for each item.
- 14. The firm will have to execute the supply immediately on the receipt of the order at SCIC premises without any extra charge.
- 15. Duration of contract shall be one year extendable maximum up to six month on mutual consent subject to satisfactory performance.
- 16. The firm /chemist shop should be able to receive orders & supply items round the clock on all days including Sundays and gazetted holidays.

## **17. Notification of award**

1. Prior to the expiration of the period of bid validity, the purchaser will notify the successful bidder in writing by registered post that its bid has been accepted.
2. The notification of award will constitute the formation of the contract and date of the contracts shall be the date of notifications.

## **18. Signing the contract**

At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the contract form provided in the bidding documents, incorporating all agreements between the parties. Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and mention the date of contract and return it to the purchaser.

19. The DG SCIC will evaluate the performance of the firm and have the right to discontinue the contract of the firm at anytime on violation of terms and conditions of the tender of unsatisfactory services.
20. In case of emergencies the order will be given telephonically by the competent authorities.
21. **All the purchases will be done in accordance with “Chhattisgarh store Purchase Rules 2002” and rules and regulations will be followed so on.**

## **22. Supply Conditions:**

**22.1.** The firm has to supply the items of good quality and each supply should be backed by certificate of analysis batch wise. The supplier should supply at 100% of the ordered quantity at the purchaser address as per the schedule within 30 days from the date of receipt of purchase order, otherwise purchaser/SCIC will have the right to place orders on any other matched / unmatched supplier at the discretion of SCIC. The risk and differential cost will be passed on to the original supplier. Purchaser may allow extension for a maximum period of 15 days if so desire.

**22.2.** The supplied product must have a shelf life of 60-80% at the time of delivery.

**22.3.** After the stipulated date of supply i.e. 30 days, with or without extension of supply clause, penalty of **0.2%** per day will be deducted from the value of undelivered goods during this tenure as “**Liquidated Damage**”, up to a maximum 6% on the value of the goods. On completion of 45 days from the date of purchase order, the purchase order will be deemed to be cancelled with penalty charge of 20 % of PO value for unexecuted quantity.

**22.4.** On completion of 45 days of purchase order, the purchaser will have the right to place a risk purchase order for part/full quantity of unexecuted order to any matched or unmatched bidder. The cost difference of such orders will be recovered from the primary supplier to whom initial purchase order was placed

## **23. Payment terms:**

Payment for goods shall be made in Indian Rupees. No advance payment is payable. Payment process will only be initiated after supply of 100% of Purchase Order. Followings should be enclosed with a covering letter, if one is raising bills;

- 20.1. Invoice in three copies dully signed and stamped.
- 20.2. Copy of delivery challan
- 20.3. Certificate of analysis-batchwise.
- 20.4. Vendor information of supplier
- 20.5. Pan card xerox copy dully self attested.

## **24. Blacklisting or legal steps:**

i. The Bidder who submits false, forged or fabricated documents or conceals facts with intent to win over the Bid or procure purchase order or 80% of non-supply in consecutive 2 purchase orders; bid security deposit of such Bidder firm will be forfeited and firm will be liable for blacklisting for a period of purchasers decision. The firm will also be liable for Legal action depending on the facts & circumstances of the case.

ii. The successful Bidder after entering into an agreement withdraw or fail to honor commitments as per Bid conditions, performance Security of such bidder firm will be forfeited and firm will be liable for blacklisting for a period of not Less than 2 years.

In all the above conditions the decision of the Purchase Committee or any officer authorized by the committee shall be final and binding.

**25. Important note:** In all the above conditions the decision of the Purchase Committee of SCIC, Raipur or any officer authorized by the committee shall be final and binding. The contract shall be interpreted in accordance with the laws of Union of India and place of Jurisdiction will be at Raipur. The **Purchaser** and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, the **Purchaser** and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration. The venue of arbitration shall be Raipur, Chhattisgarh.

**26. Schedule of requirements**

Sr No.	Name	Strength	Pack size/ unit	Tentative Quantity
1	Cap Hydroxyurea	500 mg	10'S strip x10	3000
2	Tab Penicillin 200	200000 unit/125 mg	6's Strip x 10	1000
3	Tab Penicillin 400	400000 unit/250 mg	6's Strip x 10	500
4	Tab Folic acid	5 mg	10/30'S strip x10	5000
5	Tab Multivitamin	-	10/30'S strip x10	1000
6	Tab Paracetamol	500 mg	10'S strip x10	500
7.	Tab Ibuprofen	200 mg	10'S strip x10	500
8.	Tab Ibuprofen	400 mg	10'S strip x10	500
9	Syp Multivitamin	-	60/100 ml bottle	500
10	Syp Cough	-	60/100 ml bottle	500
11	Tab Cetrizine	5mg/10 mg	10'S strip x10	100
12	Tab Ciprofloxacin	250 mg	10'S strip x10	100
13	Tab Ciprofloxacin	500 mg	10'S strip x10	100
14	Cap Omeprazole	20 mg	10'S strip x10	200
15	Tab Ketorolac	10 mg	10'S strip x10	20
16	Tab Ranitidine	150 mg	10'S strip x10	50
17	Tab Phenoxymethylpenicillin (Penicillin-V 250)	250 mg	6's strip/10's strip x10	1000
18	Tab Phenoxymethylpenicillin (Penicillin-V 500)	500 mg	6's strip/10's strip x10	1000

**27. List of annexure:**

- a. Checklist of the prequalification and technical bid
- b. Declaration cum undertaking
- c. Format of Price bid

## Checklist

Prequalification and technical bid

<b>Sr. No.</b>	<b>Particulars</b>	<b>Yes</b>	<b>No</b>	<b>Remark/Note</b>
1.	EMD in form of FDR worth Rs 10000.00?			
2.	Firms Registration (dully signed and stamped)			
2.	PAN Card (self attested dully signed and stamped)			
3.	VAT certificate (Last 2 financial years)			
	Sales Tax clearance certificate (Last 2 financial year)			
	TIN			
	Vendor Information of the firm			
4.	Valid drug license			
5.	Declaration cum undertaking dully notarized			
6	Product Specification			
7.	Performance certificates			
8.	Average Annual Turnover certificate last 2 years			
9.	List of items quoted-product specifications			

Signature of the bidder:

Date:

Declaration Form

(On Non Judicial Stamp Paper worth Rs. 100/-)

I / We .....having My /  
our office at.....do declare that I / We  
have carefully read all the terms & conditions of tender of Ref. No....., of  
Sickle Cell Institute Chhattisgarh, for the supply of ..... and confirm our eligibility for this  
tender and all items quoted as per the tender condition and Governing laws of India.

We certify that the rates of items quoted are reasonable & not higher than as allowed under D.P.C.O. for  
wholesale / institutional supplies {where applicable}, or the prices charged by us to wholesalers or for institutional  
supplies in last six months. We also confirm that we will no supply the quoted item in lower rate to any organization  
during validity of contract if contract is awarded.

I/We do hereby declare all information provided is true. I/We do hereby declare I/We have not been convicted  
by any court of Law nor I/We are de-recognized / black listed by any State Govt. / Union Territory / Govt. of India /  
Govt. organization / Govt. Health Institutions for any reason whatsoever. I/We agree that the Tender Inviting  
Authority can forfeit the Earnest Money Deposit and or Security Deposit and/or blacklist me/us for a period of 5 years  
if, any information furnished by us proved to be false at the time of inspection / verification and not complying with  
the Tender terms & conditions.

I / We ..... do hereby declare that I /  
we have carefully read & understood the tender document &will supply the items as per the terms, conditions &  
specifications of the tender document

Signature of the bidder:

Date:

Format for quoting the price in price bid

Sr. No.	Name of the item	Description/ strength	Unit/pack size	Quoted price	Tax clause/ Applicable	Ultimate price to purchaser per unit
1						
2						
3						

Signature of the bidder:

Date: