

SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES & TECHNOLOGY (An Institute of National Importance under Govt. of India) Thiruvananthapuram - 695 011, Kerala, India Phone-(91)0471-2524536/136, 2443152

Email - sct@sctimst.ac.in

OMS I/16/LTE-MP1/SCTIMST/2019

Date: 21.08.2019

Due Date: 29.08.2019

<u>SPECIAL LIMITED TENDER ENQUIRY FOR RATE CONTRACT – PURCHASE OF</u> <u>MEDICINES – TECHNO-COMMERCIAL BID</u>

<u>Sealed Tenders</u> in single bid system are invited from Drug Manufacturers / Direct Importers / Authorized Dealers / marketing firms for the supply of medicines (see **Annexure**) for the use of the Hospital attached to the Institute for the year **2019-2020**.

The tender document can be downloaded from https://sctimst.ac.in/Tenders/.

Last date for Bid submission: 4.00PM 29.08.2019

The Techno-Commercial Bid should comprise the following:

- a) EMD DD of Rs 25,000/- (Twenty Five Thousand only). EMD (without any interest) of successful bidder will be released only after successful completion of all the contractual obligation of the bidder. EMD of successful bidder can be adjusted against Security Deposit upon written request from the bidder.
- b) Integrity Pact duly signed and sealed by authorized officer of the bidder.
- c) Techno-Commercial Bid 1 duly signed and sealed by authorized officer of the bidder. Soft copy should be submitted in CD. Hard copy should be the exact print of the soft copy.
- d) Techno-Commercial Bid 2 duly signed and sealed by authorized officer of the bidder. Soft copy should be submitted in CD. Hard copy should be the exact print of the soft copy.
- e) Declaration in supplier's letter head with signature and seal.
- f) Authorization letter in bidder's letter head with signature and seal.
- g) Photocopies of PAN card and GST Registration certificate.
- h) Photocopies of all certificates such as valid <u>drug manufacturing licence</u>, <u>import licence</u>, <u>last 3 year's market standing certificate and annual turnover certificate for each drugs quoted should be enclosed duly signed and sealed by the authorized officer of the bidder</u>. Items quoted should be clearly highlighted in the licences.
- The bidder should not offer drugs/items that were blacklisted by any Central/ State/Autonomous Institutions.



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Detailed bids should be enclosed in a large sealed envelope super scribed as "OMS I/16/LTE-MP/SCTIMST/2019 Limited Tender Enquiry for Purchase of Medicines, 2019-20" addressed to "The Director, Sree Chitra Tirunal Institute for Medical Sciences and Technology, Medical College PO, Thiruvananthapuram, Kerala - 695 011" with the complete address of the bidder recorded on the envelope.

The quotation must be submitted as per the below terms and conditions and should be free from corrections/erasures. In case there is any unavoidable correction(s), it should be properly attested. If not the quotation(s) will not be considered. Further, quotation(s) written in pencil will not be considered.

I. GENERAL TERMS

- 1) Drug Manufacturers / Direct Importers / Authorized Dealers / Marketing Firms only can submit bid. Authorized dealer should submit dealership certificate. In case the item is being marketed by the bidder authorization certificate from the original manufacturer should be submitted.
- 2) Brand name and Strength, HSN Code, MRP, unit rate for SCTIMST exclusive of GST, CGST, SGST, IGST and Unit rate inclusive of GST should be clearly indicated against each item.
- 3) The rates quoted must be valid for 180 days from date of opening of bids.
- 4) Earnest Money Deposit (EMD)/Bid Security: The EMD is to be remitted by way of Demand Draft in favour of the "Director SCTIMST", payable at Trivandrum. Tenders not accompanied by EMD of Rs 25,000/- (Twenty Five Thousand only) in the form of Demand Draft will be rejected. The EMD will be waived based on production of relevant documents such as DGS&D/NSIC Certificate, etc. for the specific category of item and should remain valid for the period required for EMD.
- 5) Authorization of an officer of the bidder: Authorization letter nominating a responsible person of the bidder to transact the business with the Tender Inviting Authority, instruments such as power of attorney, resolution of board etc. should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the bidder should sign the tender documents.
- 6) Quantity: The quantity may increase or decrease as per the decision of Ordering Authority and/or Tender Inviting Authority. The rates quoted should not vary with the quantum of the order.
- 7) Generic names of drugs: The bidders should quote the rates for the generic products. The generic name (Annexure), the brand name of your product and the Drug Code given in the Annexure should be clearly mentioned in the bid.
- 8) Drug Manufactuing Licence/Import Licence: The bidder/importer should furnish photocopy of Drug Manufacturing Licence/Import Licence for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The licence must have been duly renewed upto date and each item quoted shall be clearly highlighted in the licence.
- 9) Experience/ Market Standing: Bidder or marketing firm's principal firm or direct importer's principal firm should have at least 3 years Market Standing as a manufacturer/direct importer for each drug quoted in the tender as manufacturer/direct importer. The bidder/direct importer should furnish attested photocopy of Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years. In case of direct importer,



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evidence for importing the said items for the last three years such as bill of lading, bill of entry for last three years and certificate of analysis are to be produced as and when asked by the Tender Inviting Authority.

- 10) Proof for existence of the firm: Documentary evidence should be supplied for the constitution of the company /Firm with details of the Name, Address, Telephone Number, Mobile Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.
- 11) Test Analysis report (Certificate of Analysis): The Bidder must submit a Test Analysis report (Certificate of Analysis) from Government / NABL accredited laboratory as and when required by the Institute and a declaration in this regard is to be submitted by the company. In case of failure to furnish such report, the batch of drugs will be returned back to the suppliers and the bidder is bound to replenish the same with Government/NABL approved lab test report. The Drugs and medicines supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.
- 12) It is mandatory to enclose the Integrity Pact Agreement with the tender. Independent External Monitors are
 - a) Sri. Sharda Prasad, IPS (Rtd.), Kothi No. A-51, Sector 50, Noida 201 303, Uttar Pradesh. Phone: 08800484522, Email: spy1809@gmail.com.
 - b) Sri. Sanjeev Behari IRS (Rtd.), A-81, Sector 50, Noida, Gautam Budh Nagar, Uttar Pradesh 201 301. Phone: 09869199464, Email: saloni_behari@yahoo.co.in
 - All pages of Integrity Pact Agreement are to be returned by the bidder (along with the technical bid) duly signed by the same signatory who signed the bid. ie. who is duly authorized to sign the bid and to make binding commitments on behalf of his/her company. Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightaway.
- 13) Each page of the tender documents and papers should be numbered signed and stamped by the authorized officer of the bidder in acceptance of the terms and conditions laid down by SCTIMST, Trivandrum. The Director, SCTIMST Trivandrum reserves the right to withdraw/relax/modify any of the terms and conditions mentioned in the tender document if it is felt necessary in the benefit of the Institute.
- 14) The Drugs and Therapeutics Committee of the Institute will shortlist the bidders after verification of the techno-commercial bids.
- **15)** If there is more than one L1 supplier, the purchase order for the requirements will be placed among them equally.

II. OTHER TERMS AND CONDITIONS

- 1) The rates quoted and accepted will be binding on the bidder for full contract period of one year/extended period from the date of signing of agreement.
- 2) Rates quoted should be on door delivery basis at the pharmacy store of the Institute.
- 3) Fall Clause: At any time during the period of contract, if the price of tendered item is reduced or brought down by any law or any Act of the State Government or Central Government or by the bidder himself, or reduction in price for any other reasons, the bidder shall inform the tender inviting authority immediately and offer such reduction in the contracted prices. Tender inviting authority is empowered to unilaterally effect such reduction as



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is necessary, in case the bidder fails to notify or fails to agree for such reduction of rates.

III. AGREEMENT EXECUTION, PAYMENT TERMS AND SUPPLY TERMS

- 1. The successful bidder should acknowledge and unconditionally accept, sign, date and return the agreement within 15(fifteen) days from the date of issue of Letter of Acceptance (Notice of Award/Acceptance of Tender) of the contract. In case of non-receipt of acceptance within the prescribed time, it is deemed to be accepted as per the terms of conditions contained in the tender notification. No further modification will be accepted from the end of successful bidder.
- The successful bidders will have to submit Security Deposit (SD) @ 5% of total
 value of selected item by Demand Draft in favour of 'Director, SCTIMST'. This
 deposit is refundable without any interest on successful completion of the bidder's
 all contractual obligations.
- 3. All the successful bidders will have to compulsorily register at SCTIMST Vendor Portal. All the payments will be through online payment mode only.
- 4. All purchases should be effected as per purchase order. Supply of items must be as per the schedule and date of delivery (quantity and date) specified in the purchase order. The tender inviting authority reserves the right for staggered supply, during the currency of the contract.
- 5. The time for and the date of delivery of drugs stipulated in the purchase order shall be deemed to be the essence of the contract and delivery must be completed within scheduled date, which is 15 days unless specified otherwise.
- 6. At the time of receipt of supply at consignee end, all drugs should have a minimum 3/4th of their shelf life.
- 7. If the product is not consumed within the expiry period, the supplier shall replenish with fresh stock of longer shelf life. Otherwise the expired product shall be taken back by the supplier and the value equal to the cost of the expired quantity shall be recovered from the supplier.
- 8. Penalty Clause:
 - a) If the supplier fails to supply the ordered quantity as per the purchase order or violates any of the tender conditions, the following action will be initiated.
 - Forfeiture of EMD/SD and/or
 - The purchase can be effected partially/ fully from other sources at the risk and cost of the successful bidders; and/or

(3)

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- The contract may be terminated.
- If the deliveries are not effected as per schedule and due to that account, Institute is forced to buy the drugs at the risk and cost of the defaulting supplier from elsewhere, the cost towards loss or damage sustained thereby will be recovered from the defaulting company/supplier.
- Any additional costs involved in the above process will be charged to the original supplier.
- b) Penalties are recoverable from any amount payable to the company/supplier/dealer.
- The quantity supplied in excess of the ordered quantity will not be accepted.
 SCTIMST will not be responsible for the loss to the supplier and will not entertain any demand/claim.
- 10. No advance payment towards the costs of drugs/items will be made to the supplier.
- 11. The bidder submitting the tender would be deemed to have considered and accepted all the terms and conditions.
- 12. All correspondence after tender submission will be by e-mail only and the companies should provide their valid e-mail Id and should keep it updated.
- 13. The Director of the Institute reserves the right to accept or reject all or any of the tenders in whole, or in part, without assigning any reason thereof and does not bind itself to accept lowest quotations.
- 14. The tenders which do not fulfill the terms and conditions of the tender shall be rejected.
- 15. All disputes arising out of this contract, the legal jurisdiction will be Thiruvananthapuram, Kerala State, India.

This notice is being published for information only and is not an open invitation to quote in this special limited tender enquiry. Participation in this tender is by invitation only and is limited to the selected Procuring Entity's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future bring it to the notice of Procuring Entity and may apply for vendor registration as per procedure.

Late tenders will be rejected.

Sd/-DIRECTOR

ANNEXURE

SI No	Medicine Code	Medicine	Strength	Unit	Approximate Quantity
1	EFAS4	HAEMOSTATIC MATRIX (PORCINE GELATIN)	8 ML	NUM	150
2	EFAS5	FIBRIN SEALANT (HUMAN)KIT 1ML	1ML	NUM	400
3	EFAS6	FIBRIN SEALANT(HUMAN)KIT 2ML	To all the second secon	NUM	300
		CLOSTRIDIUM BOTULINUM TOXIN TYPE-A	500UNITS	VL	520
4	ICSB2	COMPX			



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INTEGRITY PACT

Between

SREE CHITRA TIRUNAL INSTITUTE FOR MEDICAL SCIENCES AND TECHNOLOGY (SCTIMST) hereafter referred to as "The Principal"

AND	
 . hereinafter referred to as	"The Bidder/Contractor"

AND

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for ------ The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1-Commitments of the Principal

- 1) The Principal commits itself to take all measures necessary to prevent corruption and to observe and to observe the following principles:
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders(s) the same information and will not provide to any Bibber(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c) The principal will exclude from the process all known prejudiced persons.

Sd/-DIRECTOR, SCTIMST

BIDDER



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2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 -Commitments of the Bidder(s) /Contractor(s)

- The Bidder(s) /Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s) /Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a) The Bidder(s) /Contractor(s) will not directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder(s) /Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certification, subsidiary contracts, submission or non-submission of bids or any other actions or restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s) /Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by Bidder(s) /Contractor(s).Further all the payments made to the Indian agent/representative have to be in Indian Rupees only.



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- e) The Bidder(s) /Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- f) Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
- 2) The Bidder(s) /Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 -Disqualification from tender process and exclusion from future contracts

If the Bidder(s) /Contractor(s),before award or during execution has committed a transgression through a violation of Section 2,above or in any other form such as to put their reliability or credibility in question, the principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or take action as per the procedure applicable to SCTIMST.

Section 4 -Compensation for Damages

- 1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
- 2) If the principal has terminated the contact according to Section 3, or of the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to performance Bank Guarantee.

Section 5 - previous Transgression

- The Bidder declares that no previous transgressions occurred in the last three years
 with any other company in any country conforming to the anti-corruption approach
 or with any Public Sector Enterprise in India that could justify his exclusion from the
 tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Sd/-DIRECTOR, SCTIMST

BIDDER



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Section 6 - Equal Treatment of all Bidders/Contractors/Subcontractors

- 1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contactors.
- 3) The principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7- Criminal charges against violating Bidder(s) /Contractor(s) /Sub contractor(s)

If the principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

- 1) The Principal appoints competent and credible Independent External Monitor for this pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representatives of the parties an performs his /her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him/her to treat the information and documents of the Bidders/Contractors as confidential.
- 3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- 4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-Contractor(s) with confidentiality .The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall rescue himself/herself from that case.

Sd/-DIRECTOR, SCTIMST



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- 5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action or to take other relevant action. The Monitor in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 7) The Monitor will submit a written report to the DIRECTOR, SCTIMST within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8) If the Monitor has reported to the DIRECTOR, SCTIMST a substantiated suspicion of an offence under relevant IPC/PC Act, and the DIRECTOR, SCTIMST has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both singular and plural.

Section -9 -Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification oft he bidders and exclusion from future business dealings.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by DIRECTOR,SCTIMST.

Section 10 -Other provisions

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Office of the Principal, i.e., THIRUVANANTHAPURAM.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.



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- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of the agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- 6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

Sd/-DIRECTOR, SCTIMST (For & On behalf of the Principal)

BIDDER

Place:	
Date:	
Witness 1:	
(Name & Address)	
Witness 2:	
(Name & Address)	

(In bidder's letter head)

DECLARATION

Ref: Tender No. OMS I/16/LTE-MP1/SCTIMST/2019 dated 21/08/2019.				
I, Mr./Ms	Proprietor/Managing Director/			
Manager/Authorized signatory of M/s				
hereby solemnly and sincerely declare, that I have	abide by all the laws and rules, as			
applicable on me/my firm/my company from time to	time, in my dealing with Sree Chitra			
Tirunal Institute for Medical Sciences & Technology	, Trivandrum, Kerala – 695011. The			
above furnished details are true to the best of my kno	owledge and belief. I have enclosed all			
the documents in physical form duly signed by con	mpetent authority as per terms and			
conditions of the tender. Necessary documents will a	also be submitted as and when called			
for by the Tender inviting Authority.				

I will submit a Test Analysis report (Certificate of Analysis) of drugs from government / NABL accredited laboratory as and when required by the Institute and also declare that the medicine/item is of best quality and in case of any shortfall in quality, I shall be liable to replenish the batch of medicine with new one accompanied by Test analysis report thereafter and / or the Institute will be at the liberty to make purchase from alternative sources at the risk and cost of M/s _______

I have enclosed Documentary evidence for existence of the firm.

I have enclosed IT Returns of last 3 years.

I have enclosed Drug Manufacturing licence, Import licence, last 3 year's market standing certificate and annual turnover certificate for all the items quoted.

I Certify that all the products quoted are as per the tender documents.

I accept all the terms and conditions of the tender documents.

Company seal

TECHNO-COMMERCIAL BID I

(In bidder's letter head)

		6	Company details
1	Name of the Company		
2	Complete Address of the company including district, state and pin code		
3	Company Email ID		
4	Contact Person		
	Contact	Mobile	
5	Number	Land Line	
6	Email ID		
7	PAN No		
8	GST No		
9	SCTIMST vendor portal registration ID		
10	EMD DD Number (Rs. 25,000/-)		
11	EMD DD date		
12	EMD is submitted by Company or Agent		
13	Whether supply directly by the manufacturer/ importer/dealer/ marketer		
14	Is there any general callback for any of the quoted products of the company from market ?(If yes, hard copy is to be enclosed)		
15	Whether any quoted products of the company is blacklisted by the Government?(If yes, hard copy is to be enclosed)		

Company seal

			Agent details
1	Name of Ag	ent	
2	Complete Address of agent including district, state and pin code		
3	Company Email ID		
4	Contact person		
5	Contact Number	Mobile Land Line	
6	Email ID		
7	PAN No		
8	GST No		
9	SCTIMST vendor portal registration ID		

Company seal

TECHNO-COMMERCIAL BID 2

(In bidder's letter head)

Final	Unit	price inclusive of GST	
0)	IGST	Rate (%)	
GST Rate	CGST	Rate Rate Rate (%) (%) (%)	
	SGST	Rate (%)	
Special	Life Unit price		
MRP			
Shelf	Life		
HSN	Code		
Brand		with Strength	
Unit		p.	
Strength			
Sl Drug Formulary Strength Unit	Name		
Drug	Code		
SI	No		1

Company seal