OFFICE OF THE RATE CONTRACT COMMITTEE
HEALTH & MEDICAL EDUCATION DEPARTMENT
GOVERNMENT MEDICAL COLLEGE, SRINAGAR

SHORT TERM TENDER  NOTICE 13 OF 2015

For and on behalf of the Governor of Jammu & Kashmir State, Sealed Tenders affixed with Rs. 5/- revenue stamps are invited from the Original Manufactures/Firms who are registered with any government Department of J&K State, for the Group "Supply of H1N1 Vaccines" As per detailed specifications given in the Tender documents FOR THE YEAR 2015-16.

<table>
<thead>
<tr>
<th>S.No</th>
<th>Particular of the Tender</th>
<th>Cost of Tender Fee</th>
<th>Earnest Money</th>
<th>Date of Opening of Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply of H1N1 Vaccines</td>
<td>Rs. 750/= (Gen)</td>
<td>Rs. 50,000/= (Gen)</td>
<td>01-10-2015 (16:00 Hrs.)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Rs. 100/= (SSI)</td>
<td>Rs. 5000/= (SSI)</td>
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</tbody>
</table>

1. The tender document(s) for the above job can be availed from the office of the Rate Contract Committee, G.M.C, Srinagar or from departmental website www.gmcs.edu.in on all working days from 14-09-2015 to 29-09-2015 (14:00 Hrs) against the Tender Fee in the shape of Demand Draft pledged to Chairman, RCC, GMC, Sgr.
2. Any clarification will be entertained from 14-09-2015 (10:00 Hrs) to 24-09-2015 (16:00 Hrs)
3. The bids both Technical as well as Financial in the form of hardcopy shall be deposited in the office of the Rate Contract Committee, G.M.C, Srinagar from 14-09-2015 (10:00 Hrs) up to 30-09-2015 (14:00 hrs) only.
4. Financial Bid/Price Bid sealed with transparent tape on rates quoted and should be kept in a separate sealed envelope along with the technical bid.
5. The tenders will be opened on 01-10-2015 in Office of the Chairman, Rate Contract Committee, Govt. Medical College Srinagar in presence of bidders who wish to attend. In case of holiday or non-availability of constituted members on the date of opening of bid/bids, the same will be done on the next working day or as per the availability of the committee members at the same time and venue.
6. Cost of tender document (in shape of DD) favoring Chairman, Rate Contract Committee & earnest money (in shape of CDR/FDR) in original favoring Chairman Rate Contract Committee, Govt. Medical College Srinagar along with requisite documents in shape of Hard copy should reach the office of Member Secretary Rate Contract Committee, Govt. Medical College Srinagar through by person/speed post/Regd. Post/Courier only before due date of submission of bid. Rate Contract Committee shall not be responsible for any delay due to any reason.
7. Original copy affidavit on Rs. 50/- stamp paper duly attested by 1st Class Executive Magistrate with the effect that:-
   a. The documents/catalogues etc enclosed with the Tender are original & genuine and have not been tampered or fabricated.
   b. The firm has not been blacklisted in the past by any Govt./ Private institution of the country and there is no vigilance/any other investigating agency, case pending against the firm/supplier.

No: NIT/H1N1 / 13 OF 2015/
Copy to the:-
1. Commissioner/ Secretary to Govt. Health & Medical Education Department, Civil Secretariat, Srinagar for information.
2. Principal, Government Medical College, Jammu/Srinagar for inf. and necessary action.
3. Director Health Services, Jammu/Kashmir for information
4. Director family Welfare, MCH & Immunization J&K Jammu for information
5. Medical Superintendent........................Hospital, Srinagar
6. Joint Director Information Department Jammu for publication of Tender Notice in at least two leading local / National News papers with largest circulation. The cuttings may be sent to this office for confirmation.

Chairman
Rate Contract Committee
Government Medical College Srinagar
Dated: -2015
OFFICE OF THE RATE CONTRACT COMMITTEE
HEALTH & MEDICAL EDUCATION DEPARTMENT
GOVT. MEDICAL COLLEGE SRINAGAR

Short Term Tender 13 OF 2015
For the year 2015-16

GENERAL TERMS & CONDITIONS

1. The Tenderer should be a registered supplier of Health & Medical Education Department.
2. The Tenderer shall carefully examine the conditions i.e. specifications, make and trade name etc. to be supplied where-ever applicable. In case of any doubt the tenderer shall before signing the contract refer to the Officer In-charge and get clarifications.
3. The Tender on the prescribed Performa shall be submitted in a single big size envelope containing super-scribed as tender for Group "H1N1 Influenza Vaccines" FOR THE YEAR 2015-16" properly sealed. The Rate Contract Committee will not be held responsible for any postal delay. Tenders not accompanied with the following latest documents along with other requisite documents at the time of submission of tenders are liable to be rejected at the appropriate level of the competent authority:
   a) Earnest Money Deposits in the shape of Call Deposit Receipt (CDR/FOR) for Rs.50,000/- (Rupees Fifty Thousand only) in general and Rs. 5000/- in case of SSI units shall be accompanied with the Tender documents. Please note that the Tender Notice No. its due date and complete address of the firms should also be written on the back side of the Call Deposit Receipt so as to ensure its safe return to the unsuccessful or successful tenderer(s) as the case may be.
   b) Latest Original Authority from the Principal manufacturer(s) wherever applicable. Fake and false authority letter(s) will be considered an offence and stern disciplinary action shall be taken against such firms/suppliers and shall be blacklisted.
   c) Latest Sales Tax clearance certificate of the proceeding year (PAN of the firm) duly authenticated by Authorized signatory.
   d) Original copy affidavit on Rs.50/- stamp paper duly attested by Ist Class Executive Magistrate with the effect that:
      i. The documents/catalogues etc enclosed with the Tender are original & genuine and have not been tampered or fabricated.
      ii. The firm has not been blacklisted in the past by any Govt./Private institution of the country and there is no vigilance/any other investigating agency case pending against the firm/supplier.
   e) The Local SSI Unit holders of J&K State only, shall have to enclose a certificate to the effect that the unit is existing as on the date of issue of Tender from the concerned General Manager, DIC.
4. All the quoted rates must be F.O.R. Medical College/Health Services Stores/ Hospitals in Jammu/Kashmir Division. The rates quoted should be inclusive of all taxes, duties and other charges etc including Entry Tax, if any. No Entry Tax, levies etc shall be accounted or paid extra in any case, if demanded by the tenderer afterwards.
5. No conditional Tender shall be accepted. The committee reserves right to reject any tender/Quotation without assigning any reason thereof.
6. All Terms & conditions of tender Notice shall also form part of supply order and agreement.
7. Successful Tenderer shall have to execute the supplies in full from the date of placement of supply order within the prescribed date and shall also have to abide by the standard Terms and conditions as laid down in J&K Financial Rules/Codes and the conditions as per the contract.
8. The Successful Tenderer shall be responsible for execution of the contract in full and shall not in any case assign or sublet the approved items or part thereof to any other party. Suitable penalty upto 10% of the total value of the contract shall be imposed for any deviation from contractual obligation on merits of each case which can be recovered from earnest money/Security Deposits and it can even debarring/blacklisting suppliers/Firms/Dealers.
9. If in case the tenderer fails to supply the material within delivery period according to the specifications of the sample approved, the order will be liable to be treated as cancelled and earnest money shall be forfeited.
10. The successful Tenderer shall have to execute an agreement on non-judicial stamp paper of Rs.100/- in the prescribed form incorporated Terms and conditions of the contract with Purchasing Officer duly attested by the Notary.
11. The Security deposit shall be in the shape of CDR/FOR from Nationalized/Scheduled Bank or J&K Bank Ltd. No interest will be paid for any deposits by the Department and the cost of stamps shall be borne by the supplier.
12. No representation regarding increase/decrease/withdrawals of rates already quoted in the tender shall be considered and no price escalation claim shall be entertained at any stage. Any false representation/allegation on the department (if proved), strict action as deemed fit by the CPC. If BME shall be taken against the firm.
13. The tenderer shall be responsible for the proper packing so as to avoid damage under normal conditions of the transport by sea. Rail and road or Air and delivery of material in good condition to the consignee at the destination. In the event of any loss, damage, breakage, leakage or any shortage found at the checking/inspection/verification of the material by the consignee. The supplier shall responsible for the same.
14. Only one Rate against one item will be Entertained and accounted for. If quoted more than one rate the highest rate quoted shall be reflected in the comparative statement for comparison. The intending tenderers have to submit samples, in duplicate, for each item in the office of Rate Contract Committee, Govt. Medical College Srinagar before the last date of receipt of tenders.
15. No sample shall be entertained after the last date of receipt of tender. The sample of each item should be tagged properly with the Sr. No. of the tender list/group and name of the supplier. The rates of sample based items, if quoted without sample will not be considered.
16. The purchasing Officer or his duly authorized representative shall have at all reasonable time access to the supply premises and shall have powers at all reasonable time to inspect and examine the material and workmanship of the goods.
17. If the delivery is not effected on due date. the Chairman/Member Secretary/Head of the Departments of the respective institutions will have the right to impose penalty of the total cost of the supply order as under.
i) First extension for the month on part thereof :  @ 2%
ii) Second extension for an additional month :  @ 5%
iii) In case of non-supply :  @ 75%

And the item shall be purchased on the risk and cost of the Supplier.

18. The quality of stores shall be binding upon the Tenderer(s) and in case of any articles supplied is not being approved and those shall be liable to be rejected and destroyed. Any expenses as a result of rejection of supplies shall be entirely at the cost of Tenderer.

19. In case the goods are not of approved quality and make they shall be rejected and will have to be replaced within a reasonable time by the suppliers without extra cost. The rejected supply shall have to be lifted by the supplier immediately at his own cost.

20. If approved suppliers fail either to supply the goods of the prescribed specification or to deliver the goods within the specified period, the Purchasing Officer shall be at liberty to arrange supplies either through re-tender or otherwise after giving notice to the approved supplier: the Earnest Money Deposits and other deposits if any available with the Department shall be retained to make good any loss or extra cost incurred by the Department in procurement to those supplies besides blacklisting the defaulters.

21. The Tenderer whose Tender is accepted shall arrange the supplies within stipulated time as mentioned in the supply order.

22. The tenderer shall collect their unapproved samples at his own risk and cost within a period of one month from the date of issue of rate contract, failing which the same shall be considered as confiscated and treated as Government property.

23. Items falling under the preview of warranty period, the responsibility shall be of the supplier for providing after sales service along with spares.

24. In case any tenderer, changes higher rates for any item/items more than the MRP, the action like forfeitures of Earnest Money/Security Deposits/Bank Guarantee and removal of name from the list of the supplier and legal action shall be taken against the firm.

25. In case of any dispute/differences or doubts between the Purchasing officer and the approved supplier, the orders of the Chairman, Rate Contract Committee, shall be final.


27. The acceptance of supplies made by the supplier shall be subject to verification and examination as to the specification and standard by the competent Authority.

28. The payment shall be made to the supplier after receipt/verification of materials in the Departmental stores/ hospitals through endorsed WCO Bills/Bank Drafts etc and the Bank charges on account of remittance shall be made good from the payee. No Advance payment shall be authorized unless required under specific Terms and conditions.

29. The supplies meant for Jammu/Kashmir Division in the Health and Medical Education Department shall have to be marked as “HOSPITAL SUPPLY- NOT FOR SALE”.

30. The supplies made on sample basis shall conform strictly to the approved samples as per the NIT/Supply order. The successful tenderer should strictly adhere to supply the material as per the samples approved by the Rate Contract Committee, J&K.

31. In case there is any increase /decrease in the levy /Tax imposed on by the Central/State or Local Self Government after the Date of opening of Tenders the same shall be allowed subject to production of orders/Documents from the Rate Contract committee on case to case basis and recoveries due accounted for; if any.

32. Any other issues that may come up during the course of completion of contract shall be decided by the Rate Contract committee and their order shall be final and binding upon the Purchase Officer and approved Tenderer.

33. Any other condition i.e. not indicated here can be incorporated in the Supply Order or agreement before execution of contract if need arises.

34. Chairman/Member-Secretary, Rate Contract Committee are equally competent and reserve the right to consider, ignore or reject any tender at any state without assigning any reason what so ever.

[Signature and seal of the tenderer in acceptance]
CHECK LIST FOR THE TENDERERS
UNDER GROUP: H1N1 INFLUENZA VACCINES
FOR THE YEAR 2015-16
SHORT TERM TENDER NOTICE 13 OF 2015

<table>
<thead>
<tr>
<th>S.NO.</th>
<th>DOCUMENTS</th>
<th>ANNEXURE NO.</th>
<th>PAGE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Earnest Money in the shape of COR/FDR worth Rs.50,000/- (Fifty thousand) in General and Rs. 5000/- in case of SSI units.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Valid drug manufacturing license of principal manufacturer. (Notary Attested).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Undertaking/ Letter of Acceptance from the tenderer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Non Blacklisting Declaration duly attested by Class Ist Magistrate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Valid sales tax/VAT clearance certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Valid drug license issued by State Drug Controller of the tenderer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Copy of valid Drug Manufacturing License and list of products being manufactured duly authenticated by the competent authority where-ever applicable.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Copy of PAN Card of tenderer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Manufacturer’s Authorization/ Authority Letters of the principles. (The letter of Authorization should be on the letter head of the manufacturing firm/authorized distributor and should be sealed &amp; signed by a competent person).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>In case of SSI unit, enclose Permanent Registration Certificate issued by Industries Department supported with a certificate that the unit is in existence from General Manager, DIC concerned.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total No. of pages

- The tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.

- It is the responsibility of tenderer to go through the Tender Document to ensure furnishing all required documents in addition to above, if any.

- The tenderer should furnish all the relevant information mentioned in the checklist.

- All pages of the tenders should be page numbered and indexed.

- Wherever necessary and applicable, the tenderers shall enclose certified copy as documentary proof/evidence to substantiate the corresponding statement.

- In case a tenderer furnishes a wrong or evasive statement, his tender will be liable to be ignored/rejected

With Seal & Signature

(Full name, designation & address of the Tender)
<table>
<thead>
<tr>
<th>S.NO OF NIT</th>
<th>ITEM S.NO</th>
<th>ITEM DESCRIPTION WITH PACKAGE</th>
<th>COMPOSITION</th>
<th>UNIT</th>
<th>STRENGTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>0.5 ml in PFS Inactivated Influenza Vaccine</td>
<td>A/California/7/2009(H1N1) pdm09-like viruses A/Switzerland/9715293/2013/(H3N2)-like virus B/Phuket/3073/2013-like(B/Yamagata lineage) virus</td>
<td>1</td>
<td>0.5 ml</td>
</tr>
<tr>
<td>2</td>
<td>2</td>
<td>0.25 ml in PFS Inactivated Influenza Vaccine</td>
<td>A/California/7/2009(H1N1) pdm09-like viruses A/Switzerland/9715293/2013/(H3N2)-like virus B/Phuket/3073/2013-like(B/Yamagata lineage) virus</td>
<td>1</td>
<td>0.25 ml</td>
</tr>
</tbody>
</table>

**IMPORTANT:**

1. Validity: The approved rates shall be valid for one year or till fresh rate contract comes enforce from [Jammu & Kashmir Medical Supplies Corporation Limited (JKMSCL)](#) whichever is earlier.
2. Annual Turn Over must not be less than 15 Crore (INR) of Original manufacturer for Pharmaceuticals.
3. Minimum 5 Years experience in sales for the above said vaccine.
4. Must be supplying said vaccine to at least 2 major institutions of country.
5. For quality assurance on batch of Vaccines will be sent for surprise Drug Analysis and the cost for the same will be borne by the supplier.
6. Dissatisfaction of prescribing User(HOD) with regard to efficiency of a Vaccine will lead to cancellation of Rate Contract for the particular vaccine with No Obligations whatsoever.
7. Rate Contract will become null & void in case market rates of same vaccine by same company are lower than the rates quoted by supplier.
8. Non-Availability of Vaccine will lead to Disqualification and Discontinuation of Contract.

**IN CASE OF ANY CLARIFICATION & FEED BACK, YOU MAY CONTACT TENDER INVITING AUTHORITY (TIA) OR E-MAIL TO TIA PUBLISHER ON gmcmspc1@gmail.com TO SERVE YOU BETTER.**
UNDEARTAKING/ LETTER OF ACCEPTANCE IN RESPECT OF

TERMS & CONDITIONS FOR THE YEAR 2015-16

Sir,

1. I / we do agree for all clauses, terms and conditions of the tender documents.

2. I / we agree to abide the contract for a period of one year to provide the services from the date of award of the contract and ready to work on the same rates, if extended for a further period of three months or till new contract is finalized.

3. I / we declare that our financial position is sound and we are competent to execute the supplies as & when allotted.

4. I/ we declare that we will not ask/ expect any financial assistance from the Govt. of Jammu & Kashmir State.

5. I/ we declare that the supply for the approved Drugs/Disposables shall never be stopped , whatsoever the situation be either politically/ financially.

In acceptance

(Signature and seal of the tenderer)