

**TENDER FOR THE SUPPLY OF IFA TABLETS FOR WIFS AND
ALBENDAZOLE TABLETS FOR WIFS AND NIPI UNDER STATE HEALTH SOCIETY, MIZORAM**

TENDER REFERENCE	: No. D.21013/2/2018-NHM/MSHS/SPMU/PRO Dt. 26 /07/2018
DATE OF ISSUING TENDER	: 26/ 07/2018
STARTING DATE OF BID SUBMISSION	: 06/ 08 /2018
LAST DATE AND TIME FOR SUBMISSION OF TENDER	: 27/ 08 / 2018 up to 13:00 Hrs
TIME AND DATE OF OPENING OF TENDER WITH SAMPLE (IF ASKED FOR)	: 27/ 08/2018 at 14:00 Hrs., if possible.
ADDRESS FOR COMMUNICATION	: Office of the Mission Director National Health Mission Mizoram State Health Society Dinthar, Aizawl - 796001 Mizoram
TENDER FEES (NON REFUNDABLE)	: Rs. 500/- (Rupees five hundred) only (Non-Refundable) by DD of any Nationalized Bank drawn in favor of Mission Director, National Health Mission, Mizoram payable at Aizawl (to be submitted along with tender).

**MIZORAM STATE HEALTH MISSION
MIZORAM: AIZAWL**

NO. D.21013/2/2018-NHM/MSHS/SPMU/PRO

Dated Aizawl, the 26th August 2018

TENDER NOTICE

TENDER FOR THE SUPPLY OF IFA TABLETS FOR WIFS AND ALBENDAZOLE TABLETS FOR WIFS AND NIPI UNDER STATE HEALTH SOCIETY, MIZORAM

Sealed Tenders are hereby invited on behalf of the Mizoram State Health Society from reputed and bonafide Manufacturers or Authorized Distributors, Stockists or Agents who have GST registration for **Rate Contract of Medicines for a period of one year** which will be received by the Mission Director, NHM, Health & FW Department, Dinthar, Aizawl, Mizoram on or before **27. 08.2018 (Monday) upto 1 PM**. Quotations are to be opened by Mission Director, NHM, Mizoram, Aizawl or his authorized representatives at **2 PM** on the same day. The Tenderers or their representative may also be present at the time of opening of the Tender, if desired.

The details of tender, list of items with indicative quantity and Tender Documents can be had from the Office of Mission Director, NHM, Procurement Section, Dinthar, Aizawl on all working days. The last date/time of submission of the tender documents by post or person is **27/ 08 /2018 up to 1:00 pm**. The society shall not be liable for any postal delay.

Sd/-
(Dr.LALROZAMA)
Mission Director
National Health Mission
Mizoram : Aizawl

No. D.21013/2/2018-NHM/MSHS/SPMU/PRO

Dated Aizawl, the 26th August 2018

Copy to

1. P.S to Hon'ble Minister, Health & Family Welfare Department, Govt of Mizoram.
2. P.S to Commissioner/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, Mizoram, Aizawl.
6. Director of Hospital and Medical Education, Mizoram, Aizawl.
7. State Nodal Officer, RBSK/RKSK, NHM, Mizoram, Aizawl.
8. Incharge, website, Department of Health & Family welfare.
9. The Editor _____ with a request for publication of the above caption in your news paper for at least 2 (two) consecutive days. Payment of Advertisement Bill be done by the Mission Director, State Health Mission, Dinthar, Aizawl.
10. Guard File.


(Dr.LALROZAMA)
Mission Director
National Health Mission
Mizoram : Aizawl

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DESCRIPTIVE, DIRECTIVE AND ABBREVIATIONS

The Mission Director (NHM), State Health Society, Mizoram, Dintar, Aizawl (hereinafter referred as Tender Inviting Authority/Purchaser unless the context otherwise requires) invites – **TENDER FOR THE SUPPLY OF IFA TABLETS FOR WIFS AND ALBENDAZOLE TABLETS FOR WIFS AND NIPI UNDER STATE HEALTH SOCIETY, MIZORAM**

- | | |
|--------------------------------------|---|
| 1. Purchaser | : Mizoram State Health Society. |
| 2. Consignee | : Will be mentioned in the purchase order. |
| 3. Bidder | : Participants in Tender process for supply of goods. |
| 4. Supplier | : Successful Bidder to whom contract is awarded. |
| 5. Language of Bid | : English |
| 6. List of items | : List of items with indicative quantity, place of supply/ installation is detailed in Annex-III |
| 7. EMD | : As per amount indicated |
| 8. Tender Processing Fees | : Rs. 500.00 (Non-Refundable) |
| 9. Tender System | : In two Envelopes i.e.
(a) Technical Bid in Envelope No.1 &
(b) Financial/Commercial Bid in Envelope No.2. |
| 10. Validity of rate Contract | : One year from date of awarding contract. |

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|--------------------------------------|---|--|
| 11. ADDRESS FOR COMMUNICATION | : | The Mission Director
(National Health Mission)
Mizoram State Health Society
Dintar, Aizawl – 796 001
Mizoram |
|--------------------------------------|---|--|

ABBREVIATIONS

- IFA: Iron Folic Acid
- C-GMP: Current Good Manufacturing Certificate
- NSQ: Not of Standard Quality
- CMS: Central Medical Store
- EMD: Earnest Money Deposit
- MD: Mission Director
- NHM: National Health Mission
- GST: Goods & Service Tax
- TIN : Taxpayer Identification Number

ELIGIBILITY OF BIDDER

ELIGIBILITY CRITERIA

The tenderer must submit the following documents along with the tender. The following self certified/self attested documents should be submitted along with the tender in the Technical Bid. All the documents should be self certified.

- i. Up to date Tax Clearance Certificate & Tax payment documents with certificate of TIN for others.
- ii. PAN Card.
- iii. Original GST clearance certificate up to the latest year for which assessment has been made by the concerned authority. Attested copy of GST registration issued by the competent authority should also be furnished.
- iv. The tribal tenderer should furnish attested copy of Tribal Certificate and GST registration issued by the competent authority. Original copies should be produced at the time of opening of tender if demanded. Original GST clearance certificate for which further assessment has been made by the competent authority up to the latest year should be attached.
- v. Up to date c-GMP certificate issued by the concerned State Drugs Controller.
- vi. Stability studies carried out by the manufacturer in respect of each item.
- vii. Up to date Manufacturing license issued by the concerned State Drug Controller.
- viii. Copies of Valid Trade and drug license with renewal certificate thereof in respect of authorized distributor.
- ix. Valid authorization certificate issued by the manufacturer, in case the tenderer is not a manufacturer.
- x. The required documents only should be submitted with page no. and should be stated in the enclosure respectably:-
 - a. Tender Form as per **Annexure-I**.
 - b. Past performance of the product quoted in the tender for having manufactured and marketed for last three years in the format given in **Annexure-II**.
 - c. Annual turnover statement for last three years 2015-16, 2016-17 & 2017-18 certified by the Auditor given in **Annexure-VI**.
 - d. Affidavit on non-judicial stamp paper of Rs. 100/- regarding the firm has not been found guilty of malpractice, misconduct or blacklisted/ debarred either by Health & Family Welfare Department, Government of Mizoram or by any local authority and other State Government(s)/Central Government's organization on the past three years.

IMPORTANT NOTE:

To submit to this office along with tender fees, EMD on or before sale close of tender:-

- a) Affidavit on non-judicial stamp paper of Rs.100/- regarding acceptance of Warranty, as per clause.***
- b) Other relevant documents required as per tender terms & conditions.***

Section – II

INSTRUCTIONS TO BIDDERS

1. EARNEST MONEY DEPOSIT (EMD)

- a. All tenders must be accompanied with Earnest Money Deposit (EMD) of **Rs.2,10,000** only in case of non tribal and **Rs. 1,40,000** only in case of tribal tenderers in the form of Demand Draft/ Deposit at Call in original from any Nationalized Bank of India or Postal Saving Certificate duly pledged in favor of Mission Director, National Health Mission, Mizoram, Aizawl.
- b. The tenders submitted without EMD will be summarily rejected.
- c. Unsuccessful tender's EMD will be discharged/returned within a period of 30 days after award of contract to successful bidder.
- d. Tenderer shall not be entitled for any interest on EMD/ Security Deposit.
- e. The successful tender's EMD will be discharged after signing the contract and submitting the security deposit as stipulated.
 - A. **The EMD shall be forfeited:**
 - i. Tenderer fails to accept the purchase order.
 - ii. If a Tenderer withdraws its tender during the period of bid validity as specified in the Tender.
 - iii. In case of a successful tender, if the tenderer fails to sign the Contract in accordance with terms and conditions or fails to fulfill Clause: 6

2. CLARIFICATION OF BIDDING DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify the Purchaser in writing, however no such clarification shall be entertained 5 days before the closing date of the tender. Tender inviting authority reserves the right to take decision on nature and extend of amendments required.

3. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

4. THE TENDER PROCESS

4.1. Schedule Opening of Tender:

The tender cover shall contain the following particulars clearly mentioned on the top:

- 1) Reference number with date of tender notice
- 2) Name of the tender subject
- 3) Date of opening of the tender
- 4) Full name & address with telephone/mobile/fax/e-mail.

4.2. Every envelope and forwarding letter of various parts of the tender shall be addressed to:-

The Mission Director (NHM)
Mizoram State Health Society
Dinthar, Aizawl – 796 001
Mizoram

NOTE: The name of the firm/company along with e-mail id and contact number should be mentioned in the bottom left portion of each envelope.

4.3. Last Date of Submission of Tender:

Tender should be submitted on or before last of submission and should be submitted through Speed Post/ Registered Post/ Courier Services/by hand only in sealed cover addressed as mentioned under Sub-Clause 4.2 in two envelopes i.e. Technical Bid in Envelop-1 & Financial Bid (Commercial Bid) in Envelop-2 up to 13:00 Hrs of 27/ 08/2018.

The EMD as required in the tender documents should invariably be submitted before the last date and time of submission of bid. Late tender fee, EMD or others papers delay due post or any other reason will not be condoned.

4.4. Period of Validity of Tenders:

The tenders shall remain valid for 360 days after the date of opening.

4.5. Formats and Signing of Tenders

i) The tender shall be neatly typed and shall be signed by an authorized signatory (i.e) on behalf of the Firm. All pages of the Tender, except for un-amended printed literature, shall be initialed by the person or persons signing the Tender.

ii) The Tender shall contain no interlineations, erasures or overwriting. In order to correct error made by the Firm all corrections shall be done & initiated by the authorized signatory after striking out original words/ figures completely.

4.6. Sealing and Marking of Tenders:

The Tender shall have to be sealed and marked as follows:

i) Technical bid in one envelope super-scribed with words **TENDER FOR THE SUPPLY OF IFA TABLETS FOR WIFS AND ALBENDAZOLE TABLETS FOR WIFS AND NIPI UNDER STATE HEALTH SOCIETY, MIZORAM.**

ii) Price bid in one envelope super-scribed with words "**Price Bid for TENDER FOR THE SUPPLY OF IFA TABLETS FOR WIFS AND ALBENDAZOLE TABLETS FOR WIFS AND NIPI UNDER STATE HEALTH SOCIETY, MIZORAM** (shall be sealed in a covering envelope.)

All two envelopes (Technical and Price Bids) shall be sealed in a covering envelope super-scribed with words "Tender Enquiry No. **TENDER REF. NO. D.21013/2/2018-NHM/MSHS/SPMU/PRO**

4.7. Evaluation of Tenders:

i) After opening of Envelope-1(**Technical Bid**) on the schedule date, time and venue, the purchase committee shall examine the contents of the tenders received.

ii) The Purchase committee shall scrutinize the documents mentioned above for its eligibility, validity, applicability, compliance and substantiation including post qualification criteria stipulated in tender document.

iii) The Purchase committee shall also analyze that there is no collusive or fraudulent practice involved in the entire tendering process amongst all the tenders received.

iv) The technical scrutiny shall be on the basis of submitted substantiation documents and Rules.

v) Any tender during the evaluation process do not meet the tender conditions laid down in the tender document will be declared as not acceptable and such tenders shall not be considered for further evaluation.

vi) Tenders which are in full conformity with tender requirements and conditions shall be declared as Eligible Tender for opening Envelop-2, such tenderer shall be opened later, on a given date, time & venue.

4.8. Opening of Envelope-1 (Technical Bid)

i) The technical bids shall contain all the documents except the rate which shall be given in financial bid only. A list of documents with EMD, with number of pages shall be given along with the technical bids.

ii) The technical bids shall be opened first. Tenderer is free to attend himself or depute an authorized officer as his representative(s).

4.9 Opening of Envelop No-2 (Financial Bid):

i) The technical bids shall be opened first and on fulfillment of conditions, the financial bids will be opened for consideration. In case of change in time and date, the changed time and date will be communicated through phone or e-mail.

ii) After completing the entire evaluation process for the responsive bids, it will be entered into a ranking statement in ascending order of the evaluated prices (for example L1, L2, L3...) along with other relevant details, so that a clear picture of their standing as well as comparative financial impact is available at a glance.

iii) If tender is submitted by any authorized supplier/ dealer/distributor then the product of single manufacture only has to be quoted. If product of multiple manufacturers is quoted then the tender will summarily be rejected. Hence one bidder can submit one bid only and alternative bid will not be accepted.

iv) In the financial bid price should be quoted as below:- **Basic price + All applicable taxes = Total Final Price of the item.**

Total final Price will only be considered for the evaluation.

v) Only required documents to be produced. If unnecessary documents are submitted, the tender maybe rejected.

vi) A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or as a member of a joint venture, more than one bid will cause all the proposals with the firm's participations to be disqualified.

vii) The bidder shall bear all cost associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

viii) **Modification and withdrawal of bids:-** The bidder may modify or withdraw its bid after submission, provided that written notice of the modification, or withdrawal of the bids duly signed by an authorized representative, is received by the purchaser prior to the deadline prescribed for submission of bids.

The bidder's modification shall be prepared, sealed, marked and dispatched as follows:-

- a. The bidder shall provide an original and the number of copies specified in the Bid Data Sheet of any modification of its bids, clearly identify as such, in two inner envelopes duly marked "BID MODIFICATION- ORIGINAL" and "BID MODIFICATION-COPIES". The inner envelopes shall be sealed in an outer envelope, which shall duly marked "BID MODIFICATION".
- b. A bidder wishing to withdraw its bid shall notify the Purchaser in writing prior to the deadline prescribed for bid submission. A withdrawal notice shall be received prior to the deadline for submission of bids. The notice of withdrawal shall:-
 - i. be addressed to the Purchaser at the addressed named in the Bid Data Sheet,
 - ii. bear the specific identification of the bidding process(Contact name), the tender title and tender reference number, and the words "BID WITHDRAWAL NOTICE", and
 - iii. be accompanied by a written power of attorney authorizing the signatory of the withdrawal to withdraw the bid.

ix) **OPENING AND EVALUATION OF BIDS:-** The Purchaser will open all bids, including withdrawal notices and modifications, in public, in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. Envelopes marked "WITHDRAWAL" shall be read out and the envelope with corresponding bid shall not be opened but returned to the bidder. Envelopes marked "MODIFICATIONS" shall be read out and opened with the corresponding bid.

x) **Clarification of Bids:-** During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid .The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted, except to correct arithmetic errors identified by the Purchaser in the evaluation of the bids.

xi) **Confidentiality:-** From the time of bid opening to the time of contract award, if any Bidder wishes to contact the Purchaser on any matter related to its bid, it should do so in writing.

xii) If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of nonconformity.,

5. AWARD OF CONTRACT

5.1. The Purchaser will award the contract to the successful tenderer whose tender has been determining as lowest evaluated tender.

5.2. Mission Director, NHM, Mizoram State Health Society reserves the right to increase or decrease the quantity to be purchased and also accept or reject any tender without assigning any reason thereof and tender may be accepted or rejected in part or in whole.

6. SECURITY DEPOSIT & CONTRACT AGREEMENT

5% value of the ordered quantity will have to be deposited as security money by demand draft in favor of Mission Director, NHM, Mizoram State Health Society from any Nationalized Bank by the supplier / tenderer within 10 (ten) days from the date of issue of supply order failing which the supply order shall be deemed to be invalid. The security money will be released after completion of full supply within stipulated period.

7. SHELF LIFE/DEFECTS LIABILITY PERIOD.

7.1. The shelf life of each item should be as per annexed specifications.

7.2. The Supplier should submit the written warranty that all goods supplied under the contract are of the most recent or currently manufactured and that they incorporate all recent improvements in the process of manufacturing.

7.3. If any batch of drugs supplied is found to be not of standard quality after testing at the time of receipt or during shelf life period of the drug, the entire stock should be taken back and replaced by fresh stock at the own cost of supplier / tenderer from the respective institutions.

7.4. The Purchaser shall have the right to make claims for replacement of stock if found not of standard quality. Upon receipt of a written notice from the purchaser, the supplier shall, within the period of 30 days replace the defective stock without cost to the purchaser. The supplier will be entitled to remove, at his own risk and cost, the defective stock once the replacement Goods have been delivered.

7.5. If after being notified that the defect has been confirmed pursuant to above clause, the Supplier fails to replace the defective Goods within the period of 30 days the purchaser may proceed to take such remedial action as may be necessary, including removal and disposal, at the Supplier's risk and expense and without prejudice to any other rights that the Purchaser may have against the Supplier under the Contract. The Purchaser will also be entitled to claim for storage, in respect of the defective Goods for the period following notification and deduct the sum from payments due to the supplier under this Contract.

8. OTHER IMPORTANT INSTRUCTIONS.

8.1. The tender shall consist of two parts, viz. technical bid and financial bid in sealed cover.

8.2. The prices quoted and accepted will be binding on the tenderer and valid for a period of one year from the date of signing the contract and any increase in price will not be entertained during the contract period.

8.3. Rates should be quoted in Indian Rupees only for each of the required item separately to delivery point (Central Medical Store, Zemabawk). Tender for supply of item quoted in the bid with conditions like "AT CURRENT MARKET RATES" shall not be accepted. The purchaser shall not be responsible for damages, handling, clearing, transport charges etc. will not be paid.

8.4. Any enhancement of rate within the validity period of contract will not be considered except for imposition of any levy or increase in existing levy by the Government. Any undue request may lead to cancellation of the order.

8.5. Income Tax / GST will be deducted from the bill at the applicable rate and TDS certificate shall be issued in due course.

8.6. Any default or breach of contract or non execution of supply shall lead to forfeiture of earnest money/ security deposit of successful tenderer beside such action may be considered appropriate by the State Health Society, Mizoram including black listing / de-listing the tenderer for future supply.

8.7. The label of the packing etc. should bear the inscription **“Mizoram Government Supply, Not for Sale” wherever possible** in indelible ink .

8.8. In case of legal dispute the jurisdiction will be the Guwahati High Court, Aizawl Bench.

8.9. Liaison agent etc. may be entertained in respect of supply of Medicines and receipt of payment.

SECTION – III CONDITIONS OF CONTRACT

1. In this contract, the following terms shall be interpreted as indicated:

- a) **"The Purchaser"** The Mission Director (National Health Mission), Mizoram State Health Society, Government of Mizoram.
- b) **"The Bidder"** Means the individual or firm supplying the goods and Services under the contract.
- c) **"Days"** means calendar year.
- d) **"CC"** means condition of contract.
- e) **"The Supplier"** means the individual or firm supplying the goods and Services under the contract.
- f) **"The Goods"** means all equipment, machinery, and/ or other materials which the supplier is required to supply to the Purchaser under the contract.
- g) **"Services"** means services ancillary to the supply of the Goods, such as transportation
- h) **"End user"** means the consignees stated in the Schedule of Requirements.
- i) **"The notification of Award"** means the intention of the Purchaser to place the Purchase order on the bidder or to enter in to contract with the bidder.
- j) **"The Contract"** means agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the Parties, including all the attachments and the appendices thereto and all documents incorporated by reference therein.

2. Delivery Period, Place of Delivery and testing of drugs:-

The Goods should be delivered within 60 (sixty) days from the date of receipt of supply order to the consignee Penalty @ 1% of the total value shall be charged for every week or part of week of delay beyond stipulated date of supply. However relaxation will be entertained only in special circumstances (Natural calamities, war or any other situation beyond human control and considered to be forced majeure). Supply order may be issued in phase manner. Items to be delivered at Central Medical Store, Zemabawk, Aizawl.

During execution of supply the supplier must have to submit inhouse test report/certificate of analysis from the manufacturer itself and test report/certificate of analysis from a NABL accredited Laboratory.

Samples of each batch of medicine supplied shall be tested by Govt. approved laboratory as may be decided by the Mizoram State Health Society, Mizoram before acceptance of stock. The Drug Control Administration will collect sample of medicines/drugs, etc from the Store at random from each batch within 03 (three) days from date of receipt of drugs by the store.

If any batch of drugs supplied is found to be not of standard quality after testing at the time of receipt or during shelf life period of the drug, the entire stock should be taken back and replaced by fresh stock at the own cost of supplier/ tenderer from the respective institutions.

3. Payment

Payment to successful tender shall be made on bill basis only after completion of supply of the items as ordered for with submission of following documents

- a) 3 copies of supplier's invoice
- b) Receipt certificates issued by the consignees.
- c) No advance payment shall be made under any circumstances.
- d) **Payment may be released in installments before issuance of next phase of supply order.**

4. Force Majeure

The supplier shall not be liable for forfeiture of its performance security, Liquidity damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purpose of this clause, "**Force Majeure**" means an event beyond the control of the Supplier, not involving the supplier fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such a condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5. Resolution of Dispute:

In the event of any question, dispute or differences in respect of contract or terms and conditions of the contract or interpretation of the terms and conditions or part of the terms and conditions of the contract aeries, the parties may mutually settle the dispute amicably.

6. Penalties

If the successful tenders fail to deposit the required performance security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit / performances security deposit shall stand forfeited by the purchaser.

Violating the tender terms and conditions & non supply / supply which is not as per technical specification will disqualify the firm to participate in the tender for a period of 3 (three) years from the date of issue of letter and his EMD & performance security deposit will be forfeited and no further purchase order will be placed to that firm for that item.

7. Arbitration:

Governing Language: English language version of the contract shall govern its interpretation.

8. Applicable Laws:

The contract shall be governed in accordance with the law prevailing in India, Act, Rules Amendments and orders made thereon from time to time.

9. Jurisdiction

In case of legal dispute the jurisdiction will be the Guwahati High Court, Aizawl Bench.

10. Saving Clause

No suits, prosecution or any legal proceedings shall lie against the Mission Director (NHM), Mizoram State Health Society or any person for anything that is done in good faith or intended to be done in pursuance of tender.

11. Notices

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser:

THE MISSION DIRECTOR
(NATIONAL HEALTH MISSION)
MIZORAM STATE HEALTH SOCIETY
DINTHAR, AIZAWL -796 001
Website: www.nhmmizoram.org & <https://health.mizoram.gov.in>

Supplier: To be filled during contract signing.

12. Fraud and corruption

1. If the Purchaser determines that the Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 7 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract.

(a) For the purposes of this Sub-Clause:

(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;

(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;

(iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(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;

(v) "Obstructive practice" is

(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser 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; or

(b) Notwithstanding the clause above, Should any employee of the Supplier be determined to have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice during the purchase of the Goods, then that employee shall be removed.

13. Rate Contract:

The tender is also a 'Rate Contract'. The bidders are expected to quote their best rates for the Items. The rates quoted by the bidder shall remain valid for one year from the date of signing of contract and

the bidder will have the option to extend the period of price firmness for next year, during which State Health Society, Mizoram or any of the user Institutions under the Government of Mizoram, may place order for the supply of same item procured under this tender. If the tender inviting authority/user institutions choose to place the orders for supply, the successful bidder is bound to supply the same at the same rate and same terms and conditions of this tender to such agencies/institutions, placing the repeat order. The rate contractors can withdraw at any point of time, after the minimum price firmness period of six months, but not after accepting the Letter of Intent or entering into Agreement with State Health Society, Mizoram or any other user Institution under the Government of Mizoram for the Quantity for which it has entered into Agreement with State Health Society, Mizoram/User Institutions during the minimum price firmness period National Health Mission, Mizoram/User Institutions can also withdraw from rate at any point of time, but not after entering into Agreement with the rate contractor for the Quantity for which the Contract is already signed by both parties.

Annexure-I**TENDER FORM**

To

The Mission Director (NHM)
Mizoram State Health Society
Government of Mizoram
Aizawl.

Dear Sir

Having examined the tender document, the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the goods under the above-named Contract in full conformity with the said tender document and our financial offer in the Price schedule submitted in Envelop No. 2 which is made part of this tender.

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the tender document.

If our tender is accepted, we undertake to submit the security deposit in the form, in the amounts, and within the times specified in the tender document.

We agree to abide by this tender, for the Tender Validity Period specified in the tender document and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this tender together with your written acceptance of the tender and your Acceptance of Tender shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you may receive.

Signed: _____

Date: _____

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Signature & stamp of tenderer

Note: This form must be signed & Stamped in original to be submitted to this office along with Tender fee + EMD +2 affidavits on or before sale close of tender.

Annexure-II**PROFORMA FOR PAST PERFORMANCE STATEMENT
(For a period of last 3 Years) i.e. 2015-16, 2016-17 & 2017-18**

Sl.No	Name of product	Name & full address of purchaser	Order No & Date Quantity	Date of completion as per contract	Date of actual delivery in respect of Order	Remarks indicating reasons for late delivery if any

Note:-

In support of above statement, enclose the copies of supply orders and client's satisfactory certificates.

Annexure-III
ITEM WISE PRODUCT SPECIFICATION

Sl.No	Name of Item	Specification	Rate in Figure	Rate in Word
1.	IFA Tablets, Large, Blue Color (10 years to 19 years children)	As per Annexure A		
2.	Albendazole Tablet	As per Annexure B		

N.B.

1. Quantity may be increased or decreased.
2. Each item will be considered separately for acceptance.
3. Items to be supplied in Central Medical Store, Zemabawk, Aizawl.

Annexure-IV**DEALER'S/DISTRIBUTORS/IMPORTER'S AUTHORISATION FORMAT
(To be furnished with the Technical bid)**

To

The Mission Director
 (National Health Mission)
 Mizoram State Health Society
 Government of Mizoram, Aizawl.

Ref: Tender No. Dated for _____

Dear Sir,

We, ----- are the manufacturers of -----
 ----- (name of item(s) and have the manufacturing factory at -----.

1. Messrs ----- (name and address of the agent) is our authorized importer /
 distributor for sale of ----- (name of item(s))

Yours faithfully,

(Signature with date, name and designation)

For and on behalf of Messrs -----
 (Name & address of the manufacturers)

Seal

Note:

1. This letter should be on the **letterhead** of the **manufacturer** and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter shall be attached to the technical bid.

ANNEXURE – V

DECLARATION FORM

I / Wehaving my / our.....office at.....do declare that I / We have carefully read all the terms & conditions of tender of the Mission Director (National Health Mission), Mizoram State Health Society for the supply of The approved rate will remain valid for a period of one year from the date of approval. I will abide with all the terms & conditions set forth in the tender paper Reference no.

I/We do hereby declare I/We have not been convicted by any court of Law nor I/We are derecognized/black listed by any State Govt. /Union Territory/ Govt. of India/Govt. organization/Govt. Health Institutions for supply of Not of Standard Quality (NSQ) items/part-supply/non-supply. I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Security Deposit and blacklist me/us for a period of 3 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 further declare that I/We possess valid manufacturing license/ authorized distributor/trader license bearing no.Valid unto..... I/Wedo hereby declare that I / we will supply the as per the terms, conditions & specifications of the tender document.

Signature of the bidder:

Date:

ANNEXURE – VI**TOTAL TURNOVER CERTIFICATE****AFFIDAVIT**

To
The Mission Director
National Health Mission
Mizoram : Aizawl

We hereby certify that **M/s**_____ (the name of participant in the tender) who is participating the tender for **TENDER FOR THE SUPPLY OF IFA TABLETS FOR WIFS AND IFA SYRUP AND ALBENDAZOLE TABLETS FOR WIFS AND NIPI UNDER STATE HEALTH SOCIETY, MIZORAM** having their office at _____(Address of office) has a sales turnover given as below :-

- (a) Turnover in the year of 2015-2016. Rs.:-
- (b) Turnover in the year of 2016-2017. Rs.:-
- (c) Turnover in the year of 2017-2018. Rs.:-

The above information is correct and true.

SIGNATURE OF CHARTERED ACCOUNTANT

NOTE: The turnover of other than participant will not be accepted.

ANNEXURE – A
 Technical Specifications - IFA WIFS (10-19 years)
Ferrous Sulphate and Folic Acid Tablets

(For NCB/ICB)

A. Specific requirements

Item:

Iron and Folic acid tablets (By brand name of IFA- WIFS) shall conform to the requirements given in IP and requirement given in the annexure. The drug shall be currently registered in India and shall meet all requirements of the licensing authorities.

Description:

Iron and Folic Acid Tablets (IFA-WIFS) contain Ferrous Sulphate and Folic Acid. They are '**Enteric Coated**' and '**blue coloured**' (Indigo Carmine)

Each enteric coated tablet shall contain:

	Large
Dried Ferrous Sulphate IP equivalent to ferrous iron	100mg
Folic Acid IP	0.5 mg

Total average weight of each tablet 200 upto a maximum of 250 mg. The quality of each constituent should conform to the requirements of IP.

Protocol and Testing:

Complete Test Protocol and samples are taken and sent to the laboratory (identified by the purchaser) by the Inspecting Officer duly sealed and signed by him or his authorized representative.

Protocols of tests should include the requirements given in IP for tablets and those included in the annexure.

The drug should be dispatched to the consignee only on clearance from the Testing Laboratory. The drug shall be released on the basis of Protocol scrutiny by the authorized representative of the Purchaser and testing of the drugs by authorized laboratory.

Each batch should be accompanied with a certificate from the manufacturer that the drugs meet the specified requirements.

Random batches will be taken from the supplies of the State (post-delivery) and will be periodically tested (quarterly/six monthly) by MoHFW in identified labs separately for monitoring quality assurance.

Storage:

Iron and Folic Acid Tablets (IFA) should be protected from light/moisture/rodents/damage to packaging.

Shelf-life:

24 months, at least 5/6th of the shelf life of IFA must remain at the time of receiving the shipment. The supplier will provide manufacturer's stability test data substantiating the claimed shelf life in the offered package.

Labelling:

The label on each strip of IFA-WIFS shall conform to the requirements of Rule 96 of Drug & Cosmetic Rules and shall appear in English.

All labelling of IFA-WIFS should be in weatherproof ink and shall withstand immersion in water and remain intact. In addition to the requirements given in Rule 96 of Drug & Cosmetic Rules, all labels shall state the amount of ferrous sulphate and equivalent amount of Ferrous iron & Folic Acid, the name of the manufacturer, manufacturing license number, address of manufacturer, batch number, and expiry date.

Labelling for secondary packaging:

A label of IFA-WIFS must be affixed either on the top and/or front surface of the secondary package. It should indicate the number of strips/tablets, the amount of ferrous sulphate and equivalent amount of Ferrous iron & Folic Acid, the name of WIFS drug manufacturer, batch number, date of manufacture, date of expiry, and storage conditions.

Labelling for tertiary packaging (insulated packaging):

The external surface of insulated packages should be either white or in the natural colour of corrugated carton. The labels of IFA-WIFS on tertiary packaging must be attached to atleast two sides. The label should include the name of the product "IFAWIFS", the number of secondary packages (boxes)/strips/tablets, the name of the manufacturer, batch number, date of manufacture, and date of expiry.

Numbering of tertiary packaging:

All boxes should be numbered consecutively. Shipping documents should be included in the box labelled number 1.

Additional Labelling:

All the containers and other outer containers shall be marked with the statement "GOVT. SUPPLY-NOT FOR SALE" in English and Local language.

All labels on containers i.e. strips, cartons etc. should be marked with the statement "GOVT. SUPPLY NOT FOR SALE" in bold letters in English and local language.

B. Quality assurance**Compliance:**

The Supplier shall guarantee that the products as packed for shipment (a) comply with all provisions of the specification and related documents; (b) meet the recognized standards for safety, efficacy and quality; (c) are fit for the purposes made known to the Seller (d) are free from defects in workmanship and in materials and (e) the product has been manufactured as per cGMP included in Schedule M of Drugs & Cosmetic Rules.

Evidence:

The Supplier shall provide objective evidence, acceptable to the Purchaser, of the satisfaction of the requirements of this document for which no specific inspection has been mentioned.

The Supplier shall provide a copy of the Certificate of Analysis for each lot intended for shipment.

The Supplier shall provide the validation data of the analytical procedure used for assaying the components and shall provide the protocols of the tests applied.

The test data for raw materials, in-process, finished product and packaging material testing must be on record for each lot shipped and must be made available to Purchaser's representatives when requested.

Inspection:

The Purchaser may inspect and sample, or cause to be sampled, the product at the Supplier's factory and/or warehouse at a mutually agreeable time prior to / after the shipment of the product.

Testing:

The Purchaser may cause independent laboratory testing of the samples picked randomly from pre and post-delivery shipment to be performed as deemed necessary to assure that the goods conform to the prescribed requirements. The said laboratory testing shall be of the Purchaser's choice if suitably equipped and qualified to conduct quality assurance tests on the product.

C. Packing**Primary Package:**

15 Tablets should be packed in an Aluminium-Aluminium strip with IFA-WIFS name displayed prominently.

Aluminium Strips: Thickness of Aluminium foil: 40 micron, with LDPE 25 micron coating/heat seal lacquer.

- Toll free number must be indicated on every strip for contacting in case of product complaints.

Secondary Package:

The strips should be packed in boxes for easy handling, transport and distribution with WIFS name displayed prominently. The box may contain 10 strips. It shall be fabricated from Millboard/ grey board/ cardboard with a minimum of bursting strength of 400gsm.

- Toll free number must be indicated on every secondary package for contacting in case of product complaints.

Tertiary Package:

The boxes shall be packed in weather resistant triple walled insulated corrugated 5-ply cartons, each ply having strength of minimum 150gsm with WIFS name displayed prominently. It should be fabricated from virgin quality 'A' grade material. The overall dimension of the carton should be such that the product does not get damaged during transportation and storage.

Toll free number must be indicated on every tertiary package for contacting in case of product complaints.

Qualification of the Manufacturer:

The Bidder shall furnish a certificate from the competent Regulatory Authority that the manufacturer of the pharmaceutical product is licensed to manufacture these products. The manufacturing facility must conform to cGMP Standards and Schedule M of Drugs & Cosmetic Rules.

E. Recalls:

If products must be recalled because of problems with product quality or adverse reactions to the drug, the Supplier will be obliged to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable quality, or withdraw and give a full refund if the product has been taken off the market due to safety problems.

In case the quality of the product is found to be sub-standard or unsatisfactory in quality checks, stringent action would be taken against them and the supplier can be black-listed for future supplies of the product.

F. Colour Coding:

The labels on secondary packing, tertiary packing and shipper package shall be identified by background. **(Standard Blue colour).**

G. Bar Coding

Bar code shall be used to track down the product. It shall be printed on the label of Millboard/Grey board Boxes and 5 – Ply shipper containing

- 1) Product identification(GTIN 14) using application identifier (01)
- 2) Expiry Date in DD/MM/YY format & using application identifier (17)
- 3) Master batch number using application identifier (10)
- 4) Bar-coding to be put on all both Tertiary and Secondary Packing.

Complete details on GS1 standards along with technical guidelines can be downloaded from www.gs1india.org or www.gs1.org

H. Markings

All containers and invoices must bear the IFA – WIFS name of the product, expiry dates of and appropriate storage conditions.

Inner boxes:

The inner boxes shall be marked with the following information in a clearly legible manner which is acceptable to the Purchaser:

- Name IFA-WIFS
- Generic name of the product
- Manufacturer's name and registered address
- Manufacturer's License number
- Lot or batch number
- Number of strips contained in box
- Date of manufacture (month and year)
- Expiration date (month and year)
- Instructions for storage and handling
- Place of manufacture
- Barcode

Exterior Shipping Cartons:

The following information shall be stencilled or labelled on the exterior shipping cartons on all four sides in bold letters at least **Ariel font size 14** with waterproof indelible ink in a clearly legible manner which is acceptable to the Purchaser:

- Name IFA –WIFS
- Generic name of the product
- Lot or batch number
- Date of manufacture (month and year)
- Expiration date (month and year)
- Manufacturer's name and registered address
- Consignee's address and emergency phone number including mobile number
- Contract number
- Number of tablets/strips/boxes contained in the carton
- Gross weight of each carton (in kg)
- Carton containing no. of.... secondary packages
- Instructions for storage and handling
- Place of manufacture
- Barcode

6) Documentation

Supplier shall provide to Purchaser a copy of the batch record, including all quality assurance documentation for the product being supplied.

Advance notice of arrival and advance shipping documentation:

Copies of the documentation for the goods to be supplied must be sent at least seven days in advance of arrival of the consignment. In the case of an individual contract for a specific destination that requires a longer period of advance notice, a longer period should apply. The consignee(s) shall be intimated well in advance by registered letter/e-mail/ telephone, so that the products are collected immediately after arrival.

The documentation must include the following:

- Pre-advice defined by the Purchaser
- Airway bill (AWB) if applicable;
- Supplier's invoice;
- Packing list;
- Lot release certificate (LRC) as per the requirements issued by the Regulatory authority for each lot and
- Any other document, certificate or instruction specified in the individual order.

The documents shall be sent by e-mail and fax by the freight forwarder or the manufacturer to the consignee, the Purchaser, and any other parties specified in the individual contract.

The pre-advice must contain the following information:

- Purchase order reference;
- Consignee requisition reference;
- Number of packages and gross weight (in kilograms).
- Value of shipment (in Indian Rupees);
- AWB and Flight number(s) if applicable;
- Date and time for place of departure, transit (if applicable), and arrival;
- Instructions for collection;

- Any other information specified in the individual contract must also be included for the consignee.
- Invoice

The following information shall be stated on the invoice:

Consignee's name, address, telephone number (including mobile no.) and email ID.

Purchase order reference;

Consignee's requisition reference;

- Instructions to: "Telephone consignee upon arrival (*repeat telephone number*);

Dispatch

Consignments should be scheduled to arrive outside weekends and/or public holidays.

Annexure

Additional tests:

Ferrous Sulphate and Folic Acid Tablets contains dried ferrous sulphate and folic acid.

They are enteric coated.

Ferrous Sulphate and Folic Acid Tablets contain not less than 90% and not more than 105% of dried ferrous sulphate equivalent to ferrous iron and not less than 90% and not more than 115 % of folic acid.

Identification:-

- A. In the assay for folic acid, the chromatogram obtained with solution (2), shows a peak corresponding to the retention time as the principal peak obtained with solution(1).
- B. The powdered tablets give reaction A of ferrous salt (IP 2010,2.3.1).
- C. Extract powdered tablets with 2 M HCl and filter. The filtrate gives reaction A of sulphates (IP 2010,2.3.1)

Tests:-

Other tests :-Comply with the tests stated under tablets (IP 2010)

Ferric Iron:-

Dissolve a quantity of powdered tablet prepared for the assay of Ferrous Sulphate containing 1.625 g of Ferrous Sulphate in a mixture of 100 ml of water and 10 ml of HCl acid by rapidly heating to the boiling point. Boil for 15 seconds and cool rapidly , add 3 g of KI, stopper, allow to stand in the dark for 15 minutes and titrate the liberated Iodine with 0.1 M Sodium Thiosulphate using starch as indicator. Repeat the operation without the substance being examined. The difference is not more than 13.4 ml (5% of ferric iron in dried ferrous sulphate).

Uniformity of Content:-

For folic acid:

Tablets comply with the requirement stated under tablets (IP 2010) using the following method of analysis. Determine by liquid chromatography (IP 2010,2.4.14). Test solution:-Place 1 tablet in 40 ml of a mixture containing 800 volumes of 0.57% w/v solution of Dipotassium Hydrogen Ortho Phosphate and 135 volume of Methanol, shake for 5 minutes with the aid of ultrasonic bath, shake for further 15 minutes, dilute to 50 ml with a mixture containing 800 volumes of 0.57 % w/v solutions of Dipotassium Hydrogen Ortho Phosphate and 135 volumes of Methanol and filter through 0.45 mcm nylon filter (For tablets containing 0.5 mg of Folic Acid).

Reference solution:-0.0007% w/v solution of folic acid RS in a mixture containing 800 volumes of 0.57% w/v solutions of Dipotassium Hydrogen Ortho Phosphate and 135 volume of Methanol.

Chromatographic system:-

- A stainless steel column 25 cm x 4.6 mm, packed with octadecylsilylsilica gel (5 μm)(Spherisorb ODS 1 is suitable)
- A mobile phase:- a mixture 135 volumes of methanol and 800 volumes of a solution containing 0.938 % w/v of Sodium Perchlorate and 0.075% w/v of Dipotassium Hydrogen Ortho Phosphate adjusted to pH 7.2 with 0.1 M Potassium Hydroxide and diluted to 1000 ml with water.
- Flow rate:1 ml/minute
- Spectrophotometer set at 277 nm.
- A 20 μl injection volume

Calculate the content of folic acid using the declared content in folic acid RS.

Assay:-

For Folic Acid:

Use the average of the results obtained in the test for uniformity of content.

For Ferrous Sulphate:-

Weigh and powder 20 tablets. Weigh accurately a quantity of powder equivalent to 0.4 g of dried ferrous sulphate, dissolve in a mixture of 30 ml of water and 20 ml of 1 M Sulphuric acid and titrate with 0.1 M Ceric Ammonium Sulphate using Ferroin Solution as indicator. 1 ml of 0.1 M Ceric Ammonium Sulphate is equivalent to 0.005584 g of Fe (II).

The method of analysis should be validated as per ICH guidelines.

Seals Integrity Test:

Check 10 strips. Bundle up the strips and submerge them under water in a vacuum desiccator or equivalent device. Draw a vacuum of about 18k Pa(15 cm of mercury or 0.8 bar) and hold for a minute. Examine for the air leakage indicated by a fine stream of bubbles. Re-establish normal pressure and open strips to examine for water penetration.

Microbial Count:

When the test is conducted as per IP

- Total viable aerobic count- Not more than 10 fungi per gram
- Absence of Escherichia coli

ANNEXURE – B**Technical Specifications – Albendazole (400mg) Tablet**

1. Description of Stores Albendazole 400 mg tablets as per IP 2007 specification.
2. Shelf life **Three years life.**
3. Efficacy The drug would have not passed more than 1/6th of their effective life from the date of manufacturing at the time when drug is offered for inspection and remaining useful life that shall still be left would not be less than 5/6th of total three years.
4. Packing and Marketing **Packing:** One blister strip with aluminum foil should contain 10 tablets and 25 such strips should be packed in one box.
Marking: All strips and boxes should carry label indicating 'NOT FOR SALE, OF GOVERNMENT OF MIZORAM SUPPLY'.
Labeling: Labeling should be made as per Drugs and Cosmetic Rule.
5. Final Packing Tablets should be securely packed in normal trade packing of corrugated boxes to avoid loss or damage during the transit by air/rail/road.
6. Accounting Unit Each Accounting Unit will be a strip containing 10 tablets.
7. GMP The manufacturing facility must conform to Schedule M of Drugs & Cosmetic Rules.