



## Central Coalfields Limited

'Miniratna' Category - I Company  
(A Subsidiary of Coal India Limited)  
Materials Management Department  
Gandhi Nagar Hospital, Kanke Road  
Ranchi - 834 008 (Jharkhand), India

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No. Sr. Manager (MM) / GNH / 2018 - 19 / Rev. Part - I / CNS Drugs / 08

Date: 19.07.2019

### NOTICE INVITING TENDER (NIT) - OPEN LIMITED

"Eligible for participation by any prospective bidder"

Earnest Money Deposit (EMD)	3,181.00
Tender Value	Rs.1,59,044.70
Sale Open Date	20.07.2019
Sale Close Date	08.08.2019

To,  
M/s.

- (1) M/s. Vee Kay drugs & cosmetics, *PKS*  
(2) M/s. Meghna Agencies *PKS*  
(3) M/s. S.S. Medical *PKS*  
(4) M/s. Mohish Distributor *PKS*
- PKS* 19/07/19

Sub.: Tender Enquiry in Single bid system for supply of the medicine "CNS Drugs" to Gandhi Nagar Hospital, CCL, Kanke Road, Ranchi - 834 008. (Jharkhand) [India].

Dear Sir,

Sealed tenders are invited for supply of medicines as per list in "Annexure - A" indicated on last page. The terms & conditions of supply shall be as under :-

- SCHEDULE OF TENDER** :- The tender will be received upto 2:30 PM & will be opened at 3:30 PM on 09.08.2019.
- SUBMISSION OF TENDER DOCUMENTS** :- Tenders are invited in **duplicate sets** complying the requirement for this tender as detailed below to be submitted in your letterhead neatly printed / typed, duly signed by authorized person with Company's seal of the tenderer. All envelopes containing the tenders shall be properly sealed. Envelopes stapled shall not be accepted. All envelopes must be superscribed with tender number and due date of tender opening. The name and address of the tenderer must also be indicated in each envelope. The tenders prepared should be addressed to The Sr. Manager (MM), Materials Management Department, Gandhi Nagar Hospital, CCL, Kanke Road, Ranchi - 834008 (Jharkhand).  
Tenders may be deposited :-
  - In person by the tenderer in the Tender Box kept at Materials Management Department, Gandhi Nagar Hospital, CCL, Kanke Road, Ranchi - 834008 (Jharkhand) or in the above office. The offer should be put in proper & correct tender box meant for this purpose kept in Materials Management Department or b.) sent by post / courier to the above address  
Central Coalfields Limited, however, does not take any responsibility for loss of tender in transit. Similarly, claim for receipt of tenders after the due date and time if sent by Post / courier services will not be accepted. Tenders received after due date and time of submission of tender will be ignored.
- ELIGIBILITY CRITERIA** :- (A.) **Basic Eligibility** :- The bidder should be either of the following :-
  - Indian Manufacturer / Marketing Firm of the tendered items  
**OR**
  - Indian Selling Agent / Dealer / Distributor authorized by the Indian Manufacturer / Marketing Firm of the tendered items, if the Manufacturer / Marketing Firm does not quote directly as a matter of policy,  
**OR**
  - Indian Selling agent / Dealer / Distributor authorized by the Foreign Manufacturer of the tendered items, if the manufacturer does not quote directly as a matter of policy.
  - Firm / Supplier(s) supplying [Authorized Agent / Dealer / Distributor / Stockiest of a principal firm] such stores to Govt. Deptt./ PSU / any big Hospital / Nursing Home / institute etc. of repute for not less than 01 (one) year.

Note :- a.) In a tender, either the authorized Indian Selling Agent / Dealer / Distributor on behalf of the Principal or Principal itself can bid but both cannot bid simultaneously for the same item / product in the same tender.  
b.) If an authorized Indian Selling Agent / Dealer / Distributor submits bid on behalf of the Principal, the same agent shall not submit a bid on behalf of another Principal in the same tender for the same item / product.

#### (B.) Provenness Criteria :-

##### Eligibility criteria for proven sources :-

- Proven Source** :- Manufacturer / Marketing Firm(s) whose products are already in use successfully at CIL or CIL Subsidiaries or PSU or Government / Semi Government Organization(s).
- Authorized Agent / Dealer / Distributor / dealer of Proven Source** [Manufacturer / Marketing Firm(s) whose products are already in use successfully at CIL or CIL Subsidiaries or PSU or Government / Semi Government Organization(s) if the Manufacturer / Marketing Firm(s) does not quote directly as a matter of policy].
- Rate Contract(s) concluded with / Supply Order(s) placed on the firm for tendered items by Govt. Deptt./ PSU / any big Hospital / Nursing Home / Institute etc. of repute for not less than 1 year.

Tenderers shall have to furnish relevant documentary proof like copies of Rate contract or firm order for the tendered items or similar items of HIGHER SPECIFICATIONS.

- The order copies shall not be less than 06 (SIX) months old or more than 03 (three) years old uniformly for all tenderers on the date of opening of tender.
- The tenderer shall have to submit an undertaking under affidavit that "The items covered under supply order, enclosed with their offer have been successfully executed".

#### Note :-

- Copies of Purchase Orders submitted beyond and below the specified period will not be considered
- Firms will have to submit authenticated copies of all the relevant documents as indicated above



(C.) **Permanent Account Number (PAN) for Indian Bidders** :- The Indian bidder should possess Permanent Account Number (PAN) issued by Income Tax Department, Govt. of India.

The following specified documents depending on the category of bidders are to be submitted :-

(A.) - Eligibility Criteria

Sl. No.	Category of Bidder	To submit attested copy of documents in support of Eligibility Criteria for the tendered item.
a	Indian Manufacturers	<p>1.) <b>Drug Manufacturing License &amp; Product List</b> :- Drug Manufacturing License of the manufacturer along with details of products permitted to be manufactured under this license, valid on date. This product list should contain the offered items. Drug Manufacturing License should clearly indicate its validity date. In case the license is under process of renewal then copy of documentary evidence for the same is to be uploaded. However, in such case the copy of Drug Manufacturing License (whose renewal is under process) along with product list is also to be uploaded.</p> <p>2.) <b>No Conviction Certificate</b> :- Current "No Conviction Certificate" issued by the Drug Control Authorities to the manufacturer or Declaration of holding drug license and non - conviction by them as follows "That we are holding valid drug license to import / manufacture / repack for sale or for distribution of drugs quoted / to be supplied by us against this tender as per the provisions of The Drugs &amp; Cosmetics Act' 1940; The Drugs &amp; Cosmetics Rules' 1945; The Drugs (Prices Control) Order' 1995; New Drug Policy' 1994 or other Drug Laws with subsequent amendments if any and that we have not been convicted / prosecuted for contravention of these laws".</p> <p>3.) <b>GMP Certificate</b> :- Valid "Good Manufacturing Practices (GMP)" Certificate as per Schedule M of the Drugs &amp; Cosmetics Rules' 1945 or WHO GMP Certificate with respect to the Drug Manufacturing License whose products they are offering or COPP.</p>
b	Indian Marketing Firm	<p>1.) <b>Valid</b> documents relating to the manufacturer as on (a) above.</p> <p>2.) <b>Valid Drug License &amp; No Conviction Certificate of the marketing Firm</b> or Declaration of holding drug license and non - conviction by them as follows "That we are holding valid drug license to import / manufacture / repack for sale or for distribution of drugs quoted / to be supplied by us against this tender as per the provisions of The Drugs &amp; Cosmetics Act' 1940; The Drugs &amp; Cosmetics Rules' 1945; The Drugs (Prices Control) Order' 1995; New Drug Policy' 1994 or other Drug Laws with subsequent amendments if any and that we have not been convicted / prosecuted for contravention of these laws" is to be submitted along with the offer.</p>
c	Indian selling agents / dealers / distributors authorized by Indian Manufacturer / Marketing Firm	<p>i. Tender specific authorization from their principal manufacturer / marketing firm to quote against this tender (<i>attested by Notary Public</i>) and confirmation from the manufacturer that as a matter of their corporate policy they do not quote directly. In case a manufacturer happens to quote directly elsewhere it will be treated as furnishing false information and shall be liable for action as per the provision of the Purchase Manual. Disclosure for quantum of commission / margin of the Indian Agent and scope of services they have to provide.</p> <p>ii. Documents relating to the manufacturer / marketing firm as on (a) &amp; (b) above.</p>
c	Firm / Supplier(s) [Authorized Agent / Dealer / Distributor / Stockiest of a principal firm] supplying such stores to Govt. Deptt./ PSU / any big Hospital / Nursing Home / Institute etc. of repute for not less than 01 year.	<p>(i) Copy of Rate Contract(s) concluded with / Supply Order(s) placed on them for tendered items by Govt. Deptt / PSU / any big Hospital / Nursing Home / Institute etc. of repute for not less than 1 year.</p> <p>(ii) Copy of authorized dealership / distributorship / stockiest certificate (current / valid on date) of the principal manufacturer / marketing firm.</p> <p>(iii) <b>DRUG LICENCE &amp; NO CONVICTION CERTIFICATE</b> :- Authorized Agent / Dealer / Distributor / Stockiest of a principal firm submitting an offer has to submit valid drug license &amp; current 'No Conviction Certificate' issued by the Drug Control Authorities or declaration of holding drug license and non - conviction as follows "That we possess valid drug license to sell, stock or exhibit or offer for sale or distribute drugs as per the provisions of The Drugs &amp; Cosmetics Act' 1940; The Drugs &amp; Cosmetics Rules' 1945; The Drugs (Prices Control) Order' 1995; New Drug Policy' 1994 or other Drug Laws and that we have not been convicted / prosecuted for contravention of these laws" along with the offer and bill.</p>

**NOTE** :- The certificates in respect of documents mentioned above must be valid on the date of tender opening. Each and every page submitted must be duly attested.

(B.) - Provenness Criteria

Any one of the following specified documents depending on the alternative Provenness criteria selected by bidders :-

CRITERIA FOR PROVENNESS OF BIDDER :-		
Sl. No.	Category of Bidder	Self certified copy of documents to be submitted by bidder in support of Provenness Criteria
I	Proven Source :- Manufacturer / marketing	(i) Bidders to submit self-certified copy of being manufacturer of tendered item (s)



	firm(s) whose products are already in use successfully in CIL / CIL subsidiaries / PSU / Govt. / Semi Govt. Organization(s).	(ii) Bidder shall have to furnish relevant documentary proof like copies of Rate Contract or Firm Order placed by CIL or HQ of CIL Subsidiaries / PSU / Government / Semi government organization for the tendered item(s) or similar items of higher specifications. • The Order copy(s) shall not be less than six (06) months and more than three (03) years old uniformly for all tenderer from the date of opening of tender. (iii) Bidder shall have to submit an under taking that "The item(s) covered in the supply order (s) submitted against this tender have been fully executed without any complaint on account of performance of the products supplied."
II	<b>Authorized Agent / Dealer / Distributor / stockiest of Proven Source</b> (Manufacturer / marketing firm(s) whose products are already in use successfully at CIL or CIL Subsidiaries or PSU or Government / Semi Government Organisation if the manufacturer does not quote directly as a matter of policy).	Tender specific authorization for CCL in Original clearly specifying the nature and period of authorization / agreement & confirmation from the manufacturer that as a matter of their corporate policy they do not quote directly and documents as required against (I) i.e. Proven Source to establish the bidder's principal as Proven Source.
III	Firm / Supplier(s) [ <b>Authorized Agent / Dealer / Distributor / Stockiest of a principal firm</b> ] supplying such stores to Govt. Deptt./ PSU / any big Hospital / Nursing Home / Institute etc. of repute for not less than 01 year.	Copy of Rate Contract(s) concluded with / Supply Order(s) placed on them for tendered items by Govt. Deptt./ PSU / any big Hospital / Nursing Home / Institute etc. of repute for not less than 1 year.
IV	<b>Note :-</b>	(i) Copies of Purchase Order(s) submitted beyond & below the specified period will not be considered. (ii) Firms will have to submit authenticated copy(s) of all the relevant documents as indicated above.

- 4.) **EARNEST MONEY DEPOSIT** :- Earnest Money Deposit (E.M.D.) as above should be submitted along with the Techno-commercial Bid (i.e. Part - I). For unsuccessful tenderer, EMD shall be refunded immediately after finalisation of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalisation of the tender or fails to submit order acceptance within 15 days from the date of order. The offers submitted shall be considered valid only when accompanied by EMD as per the details mentioned above by way of Bank Draft drawn in favour of Central Coalfields Limited, payable at Ranchi, or relevant documentary evidence for exemption of EMD. In case of non-submission of the EMD as detailed above the tender shall be treated as non-responsive.
- 5.) **SECURITY DEPOSIT** :- The successful tenderer shall have to furnish the security deposit amount in the form of Demand Draft or Bank Guarantee of any scheduled bank for 10% (ten percent) value of the awarded contract (landed value) without having any ceiling within 15 days time from the date of order. In case the successful tenderer fails to deposit the security money, the order shall be cancelled and the case shall be processed to order elsewhere and the firm's performance is to be kept recorded for future dealings with them. Security deposit money will be refunded to the firm within 30 days from the date of satisfactory execution of the contract but no claim lies against CENTRAL COALFIELDS LIMITED in respect of any interest or depreciation on the deposit.  
**For unsatisfactory performance and / or contractual failure, the security money shall be forfeited.**
- 6.) **PRICES** :- Prices quoted should be F.O.R. Destination & shall remain "FIRM" till the completion of execution of contract.
- 7.) **GST** :- Rates applicable at present may be mentioned in the offer. If it is not mentioned, it will be presumed to be included in the quoted rates. GSTIN should be quoted in the bill(s).
- 8.) **DELIVERY** :- Within 30 days of receipt of order. However your firm delivery period should be quoted. We reserve our right to place order(s) with phase delivery schedule. The delivery of stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval of stores by the Inspector at the consignee's premises.
- 9.) **VALIDITY OF OFFER** :- The offer should be kept valid for 180 days from the date of opening of tender.
- 10.) **CONSIGNEE** :- The Direct Demanding Officer, Central Medical Store, Gandhi Nagar Hospital, CCL, Kanke Road, Ranchi - 834 008
- 11.) **INSPECTION** :- Inspection will be made by authorized representative on delivery of materials at the Store.
- 12.) **PAYING AUTHORITY** :- The Sr. Manager (Finance), Gandhi Nagar Hospital, CCL, Kanke Road, Ranchi - 834008 (Jharkhand).
- 13.) **PAYMENT TERMS** :- 100 % payment shall be made within 21 (twenty one) days after receipt and acceptance of material / bill(s) whichever is later electronically by the Paying Authority. You are requested to submit duly filled in e - Payment format with your bill(s) "No other payment terms shall be allowed".
- 14.) **SUBMISSION OF BILL** :- To the consignee.
- 15.) **MODE OF DESPATCH** :- The stores should be dispatched by road, freight paid, securely packed on door delivery basis. The safe arrival of the consignment at the destination will be your responsibility.
- 16.) **GUARANTEE** :- To be submitted alongwith the bill that materials supplied are guaranteed for its genuineness / quality. In case of any discrepancy they will replace the same free of cost with good / fresh ones within fifteen (15) days of intimation.
- 17.) **PRICE CERTIFICATE** :- To submit along with bill that prices charged are not higher than that charged from other Govt. Deptt. / PSU(s).
- 18.) **SHELF LIFE** :- (a) For drugs having total life (as indicated on packing / label) up to one (01) year should have shelf life not less than six (06) months on the date of delivery at Consignee's Store  
(b) For drugs having total life (as indicated on packing / label) more than one (01) year should have shelf life not less than one (01) year on the date of delivery at Consignee's Store.
- 19.) **EMBOSSING** :- To emboss or stamp "For CCL Hospital / Govt. Supply only Not For Sale" on each packet wherever feasible.
- 20.) **PACKING** :- (i) Tablet / capsule should be in aluminium foil / blister pack.  
(ii) The name of the manufacturer / marketing firm is to be mentioned on label of the medicines.  
(iii) Batch No., Manufacturing Date & Date of Expiry against the item supplied has to be indicated.
- 21.) **MAKE** :- Make of repute may be quoted.
- 22.) **LIQUIDATED DAMAGES** :- In the event of failure to deliver the stores within the stipulated date/period to effect supply in accordance with the specification mentioned in the supply order, Central Coalfields Limited shall be entitled at its option either:  
a) To recover from you, as mutually agreed liquidated damages and not as penalty, a sum not less than 0.5% of the price of any store which you have not been able to supply the aforesaid, for each week or part of a week during which the delivery of such store may be in arrears, limited to 10%. Where felt necessary the limit of 10% can be increased to 15% at the discretion of Management.  
b) To purchase elsewhere, after due notice to you, on the account and at the risk of the defaulting supplier, the stores not supplied or other of a similar description without canceling the supply order in respect of the consignment not yet due for supply or,  
c) To cancel the supply order or a portion thereof, and if so desired, to purchase the stores at the risk and cost of the defaulting supplier and also,  
d) To extend the period of delivery with or without penalty as may be considered fit and proper. The penalty, if imposed shall not be more than the agreed liquidated damages referred to in clause (a) above.



- e) To forfeit the security deposit in full or in part.
- f) Whenever under this contract any sum of money is recoverable from and payable by the supplier, CENTRALCOALFIELDS LIMITED shall be entitled to recover such sum by appropriating, in part or in whole, by deducting any sum or which at any time thereafter may become due to you in this or in other contract. Should this sum be not sufficient to cover the full amount recoverable from you, you shall pay Central Coalfields Limited on demand the remaining balance. The supplier shall not be entitled to any gain on any such purchase.
- 23.) **PRICE FALL CLAUSE :-** It will be a condition of the contract that all through the currency of the contract the prices, at which you will supply the stores, shall not exceed the lowest price charged by you to any other agency including DGS&D. In the event of prices going down, you will promptly pass on such information to enable CCL to amend the ordered rate. The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or sub-systems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.
- 24.) **RIGHT TO ACCEPT / REJECT OFFERS :-** The Central Coalfields Limited reserves full right :
- (a) To reject any or all tenders without assigning any reason.
- (b) To distribute the purchase among the tenderers.
- (c) To increase or decrease the quantity of indicated items.
- 25.) The court at Ranchi in Jharkhand state only will have the jurisdiction to deal with & decide any legal matter or dispute whatsoever arising out of this contract.

Any other special terms may also be included if necessary. In case the terms & conditions of contract applicable to this invitation to tender are not acceptable to the tendering firms they should clearly specify deviations therefrom in their tender otherwise it will be presumed that these are accepted by them. Further in case of being silent about any terms & conditions, it will be presumed to be acceptable to them. The terms and conditions of the NIT have to be read carefully by the tenderer and confirm unconditional acceptance of all the terms and conditions of the NIT. Supply order if placed shall be governed by standard supply order norms of CCL.

#### Annexure - A

Sl.	Al. No.	Description	Unit	Quantity
1	401	Tab. Alprazolam (0.25mg)	10's	11,275 x 10
2	403	B Tab. Carbamazepine (200mg)	10's	1,030 x 10
3	406	B Inj. Diazepam (5mg / ml)	2ml amp.	4,945 x 1
4	411	C Inj. Phenytoin Sodium (50mg / ml)	2ml amp.	3,670 x 1
5	417	B Tab. Flunarizine (10mg)	10's	760 x 10
6	446	Tab. Escitalopram Oxalate (10mg)	10's	232 x 10
7	451	A Tab. Pregabalin SR (75mg)	10'S	382 x 10
8	451	B Tab. Pregabalin SR (150mg)	10'S	120 x 10



(J. N. Mardi)

Sr. Manager (P) G. H.