

# GOVERNMENT MEDICAL COLLEGE KATHUA



## NOTICE INVITING TENDER (NIT)

(E- PROCUREMENT MODE)

FOR

### SUPPLY OF DRUGS/ MEDICINES

AT

**ASSOCIATED HOSPITAL  
GOVERNMENT MEDICAL COLLEGE KATHUA**  
(Union Territory of Jammu and Kashmir)

**e-NIT No. 02 OF GMCK 2024**

**Date 25<sup>th</sup> of May, 2024**

**Website: <http://www.gmckathua.in>**

*Contact*

**Principal  
Government Medical College  
Kathua-184101**

**(Phone: +91-1922-295586, Email. [kathuagmc1@gmail.com](mailto:kathuagmc1@gmail.com))**

## **E-Tender Notice**

**E- Tender Notice No: 02 OF GMCK 2024 Dated: 25-05-2024**

Short Term **E-Tenders** are invited for and on behalf of Governor of Jammu & Kashmir Union Territory through Principal, Govt. Medical College Kathua for **supply of Drugs/ Medicines** as per the Annexure "A" to this tender notice from **manufacturers / firms / companies / authorized dealers for Govt. Medical College & Associated Hospital Kathua on urgent basis**. The tender document can be downloaded from the website [www.jktenders.gov.in](http://www.jktenders.gov.in) and [www.gmckathua.in](http://www.gmckathua.in) w.e.f. 08-06-2024.

**The tender details and schedules as per following:-**

<b>Item Description</b>	<b>Tender fee</b>	<b>EMD</b>
<b>Supply of Drugs/ Medicines</b>	Rs.2000.00	Rs. 1,00,000.00
<b>Date &amp; Time of release of bid</b>	07.06.2024 (1:00 p.m.)	
<b>Last date for entertaining any clarification/representation</b>	14.06.2024 (4:00 p.m.)	
<b>Online bid submission start date</b>	08.06.2024 (9:00 a.m.)	
<b>Last date for submission of online bids</b>	28.06.2024 (4:00 p.m.)	
<b>Opening of Technical bids</b>	01.07.2024 (01:00 p.m.)	

- Any query to clear can be done through email id on [kathuagmc1@gmail.com](mailto:kathuagmc1@gmail.com).
- The competent authority reserves the right to accept or reject the tenders received or cancel the whole tendering process without assigning any reason thereof.

**Sd/-**

**Principal  
Govt. Medical College, Kathua**

**No: -GMCK/Estt-III/2024-25/ 131-136**

**Dated: 25-05-2024**

**Copy to the:-**

- 1) *Secretary to Government, Health and Medical Education Department, Civil Secretariat, Jammu, J&K for information please.*
- 2) *Director, Finance, Health & Medical Education Department, J&K, Jammu for favour of information.*
- 3) *Joint Director, Information Department, Kashmir, Srinagar with the request to publish the NIT in two leading dailies of the UT.*
- 4) *Chief Accounts Officer GMC Kathua for information.*
- 5) *Medical Superintendent Associated Hospital GMC Kathua for information.*
- 6) *In-charge Website GMC Kathua to upload this notice on official website of GMC Kathua.*

# **E-tender for supply of Drugs/ Medicines**

## **Detailed instructions to the Bidders:**

### **1. Scope of contract**

The bids are invited for rate contract of the items detailed in schedule of requirement in Annexure A. Only those items will be purchased through this rate of contract which are not available with JKMSCL. The tendered items are based on the need basis, if the need of any item does not arise during the validity of the rate contract, the supply order for the same shall not be placed and the approved dealer shall not have any objection.

### **2. Eligibility criteria**

- a. The bidder must have a registered office in Jammu and Kashmir under Shops and establishment act. Any bidder, not having physical presence in J&K shall be out rightly rejected.
- b. Bidder shall be a manufacturer/ importer or a representative/ stockiest/ distributor of the manufacturer or any wholesaler, with a turnover of 1.00 Crore for last three financial years.
- c. In case of manufacturer, it shall have a valid drug manufacturing/ drug license by the state / central licensing authority. The proof of turnover is to be furnished in format T3 certified by the chartered accountant and supported by audited annual statement.

### **3. Bid document cost and EMD**

The cost of tender document and the EMD shall be furnished in the shape of Demand Draft in favour of Chief Accounts Officer GMC Kathua.

The bidder has to furnish scanned copy of the demand draft on line before the due date of submission of technical bid. **However, original instrument of bid documents cost and EMD in a sealed envelope clearly super scribed as bid for Drugs/ Medicines with bid reference number and the name of the bidder must reach the tender inviting Authority by post/courier by or before the opening of technical bid, failing which the bid shall be rejected.**

Firms which are registered as MSME units shall be exempted from the submission of EMD only.

### **4. Forfeiture of bid security**

The bid security will be forfeited in the following cases:-

- a) When bidder withdraws or modifies the offer after opening of tender and before acceptance of tender
- b) When bidder does not execute the agreement, if any, prescribed within the

specified time or extended time by competent authority on the request of the bidder

- c) When bidder violates any terms and conditions of the tender documents.

**5. Period of validity of bid**

- a) The bid must remain valid for minimum of 180 days from the date of opening of technical bid. A bid valid for a shorter period shall be rejected by the tender inviting authority as non-responsive.
- b) The bidder cannot withdraw his bid within bid validity period and also after execution of rate contract agreement or issuance of supply order for any of the agreed items.

**6. Duration of Contract:**

Once the rate of contract is finalized the rate contract shall be valid for a period of one year from the date of awarding of contract. However, in case of emergency, **the same can be extended for three months with the approval of the Principal, GMC Kathua.**

**7. Submission of Bids:**

The bids are to be submitted online in two parts in the e -tender portal ([www.jktenders.gov.in](http://www.jktenders.gov.in)). Each process in the e- procurement is time stamped and the system can detect time of login of each user including the bidder.

**a) Part 1- Technical Bid**

The technical bid shall be submitted on the tendering portal with all the required documents as mentioned in tender document. **However, a copy of the same shall reach the office of the tender inviting authority before the date of opening of technical bid, failing which tenders are liable to be rejected.**

**Address for submission of documents: (Office of the Principal, Govt. Medical College Kathua, J&K-184101)**

The list of scanned documents to be up loaded online in PDF format are mentioned below:

**S.No. Documents**

- |          |   |
|----------|---|
| <b>1</b> | <b>Format T1 Details of bidder</b>  |
| <b>2</b> | <b>Format T2 Declaration form</b>   |
| <b>3</b> | <b>Format T3 Annual turnover statement by charter accountant.</b>   |
| <b>4</b> | <b>Certificate of registration from the appropriate Government authority (license)/authorization letter from original manufacturer.</b>   |
| <b>5</b> | <b>Scanned copy of demand draft for cost of tender document and EMD.</b>  |
| <b>6</b> | <b>Copy of pan card.</b>  |
| <b>7</b> | <b>GSTIN Registration and Latest Clearance certificate FORM GST-3B: i.e. Latest Clearance Certificate FORM GST-3B of the preceding Month to the issued Bid ended April/May during FY 2023-24.</b> |

- 8 **Shops and Establishment Registration Certificate.**
- 9 **Compliance of following commercial conditions: -**
- a) **Rates quoted shall be F.O.R GMC Kathua.**
- b) **Valid Drug License of the bidder. (As per Government Rules)**
- c) **All pages of quotation shall be numbered, stamped and signed by the authorized signatory of the company giving his name and designation in the said company.**
- d) **The rates quoted shall have to be inclusive of all charges. Any revision in the present rate of taxes issued by Govt. of India/State Govt. during currency of this contract may be allowed by the Institute subject to Actual documentary evidence of such notification.**
- 10 **Current non- conviction certificate of manufacturing company issued by Drug Controller.**

**b) Part 2- Financial Bid**

Price bid format (BoQ) is not enclosed in the bid document. It has to be downloaded from the e -procurement portal (jktenders.gov.in). The price bid format (excel sheet available in e- Tender portal) is specific to a bid and is not interchangeable. The price bid format file (BoQ item wise –Form Based) shall be downloaded from the e-Tender portal and the bidders shall fill up only following fields in the sheet BoQ1:

1. **Column 7 Rates in Rs./paise per unit**
2. **Column 9 Tax Amount in Rs./ Paise per unit**

***The rates quoted should be strictly as per units mentioned in BoQ.***

1. The tenderer should quote rates strictly as mentioned in the BOQ of the tender as per the specification laid down in "Drugs and Cosmetics Act" and rules framed there under. Any item quoted without having regard to this clause shall not be considered
2. The Drug Manufacturing Houses who are interested to participate may fix their distributor for execution of supply orders and receiving payments if they desire with proper authority. Such distributors should be nominated in the tender itself. Nomination of the distributor after opening of tender shall not be accepted and in that event the Drug Manufacturing Houses itself shall be bound to execute the supply.
3. Payment shall only be released by the department against each consignment delivered, after meeting all necessary inspection and all other procedures in vogue & after proper entry of the stock in the concerned stock register of the departments. **No advance payment shall be made.**

**TERMS AND CONDITIONS:**

- a) The tenderer shall furnish the source of procurement of raw materials utilized in the formulations if required by the UT Level

Purchase Committee. The UT Level Purchase Committee, reserves the right to cancel the purchase orders if the source of supply is not furnished.

- b) There shall be no binding on the department to issue purchase orders for all or any item approved by this institution in respect of approved agencies/firms.
- c) Approved supplier shall be responsible to arrange supplies within stipulated time frame as may be envisaged in supply order and shall have to abide by the standard terms and conditions as laid down in the conditions as per the contract. However, the execution period can be extended by the Director if he is satisfied that reasons exist beyond the control of the approved supplier in any particular case.
- d) The successful tenderer who fails to supply the material according to the approved specifications as specified in supply order/rate contract is liable to be treated as cancelled. The earnest money shall be forfeited in this case.
- e) The UTLPC reserves the right to ask for the samples of medicines and other items for purpose of verification of quality during the course of approval.
- f) The successful tenderer shall have to execute an agreement in the prescribed form with Director on non-judicial stamp paper of Rs. 20/- duly attested by the Notary without which no payment shall be released.
- g) Any other condition that is not indicated here in NIT can be incorporated in the supply order or agreement before execution of a contract if needed.

#### **8. Signing of the Bid:**

The bidder shall digitally sign on all statements, document, certificates uploaded on his own responsibility for the correctness / authenticity. If any of the information furnished by the bidder is found to be false/fabricated/bogus, the EMD /bid security shall stand forfeited and his/her name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

#### **9. Price Bid Opening:**

The opening of the price bid shall be done online by the tender inviting authority or his authorized representative. Only the price BIDs of the firms qualified in the detailed scrutiny and evaluation of the technical bid by the committee constituted by the Principal, GMC Kathua shall be opened in the second round.

#### **10. Award of Contract:**

The contract will be awarded to the lowest evaluated L1-responsive bidder. In case of L1 rates being quoted by more than one bidder the quantity to be supplied shall be equally divided amongst them.

#### **11. Performance Security:**

The EMD of successful bidders shall be retained as performance security and

shall be returned only after successful completion of the contract.

## **12. Signing of Contract:**

Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement **Annexure B**) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

## **13. Shelf life of items supplied:**

The drugs/ medicines should have minimum shelf-life of **one and half year (18 months)** on the date of receipt of supplies in the stores and the manufacturing date should not be older than **6 months** on the date of receipt of supply. The vitamin preparation having a shelf-life of one year should have the manufacturing date not older than 3 months on the date of receipt of supply. It is imperative that the drugs/ medicines supplied are in proper packaging capable of protecting them throughout their shelf life.

***Items supplied without following the above conditions will be rejected.***

## **14. Payments:**

**No advance payments towards cost of items will be made to the bidder.**

Payment shall be made after receipt of quantity and quality report from the committee constituted and bills shall be cleared after receipt of funds from the Govt. The bidder must undertake that the continuity of the supplies to the Govt. Medical College Kathua shall be maintained even in case there is delay in the payments by GMC Kathua and as\ due to delay in release of funds by the Govt. of Union Territory of Jammu and Kashmir.

## **15. Rate Revision:**

Successful bidders shall not be entitled for any rate-revision of price for any reason except Govt. levies which become applicable after finalization of rates along with adequate documentary proof thereof.

## **16. Penalties:**

In the event of the agency/ firm/ bidder failing, declining, neglecting or delaying the supply of the drugs/ medicines or in the event of any damage occurring or being caused by the successful bidder or in the event of default or failure by the agency or if the goods supplied do not conform the order to the ordered specifications or sample the institute shall without prejudice to any other remedy available to it under law for the time being in force in J&K State take recourse to all or any of the following penal action against defaulted agency:

- Make risk purchase from alternative source or from open market at the risk and cost of defaulted agency, out of the amount of Security Deposit/Earnest

- Money deposited by the agency/balance payment.
- For delay in supply of items beyond stipulated delivery period of supply order, Institute may accept the supplies after imposing penalty as per following.
  - First extension up to 03 days or part there of @ 3% of the delayed supply.
  - Second extension up to 07 days @ 5% of the delayed supply.
  - In case of delay beyond a week supply shall be arranged from alternative sources.
  - In case of default the Institute will have to procure the ordered items from the open market/another party at the firm's risk and expenses under Risk Purchase clause.
  - Forfeit the Security Deposit/Earnest Money and/or
  - Recover the amount of the loss caused by the damage, failure or default (including the consequential damages) as may be determined by the Institute.

17. The committee constituted by the Principal, GMC Kathua will check the drugs/ medicines supplied to this hospital. The items supplied, if found of poor quality will be rejected and the supplier shall have no right to claim the lowest bidder.

18. If at any time the rate / MRP of the product increases, then there will be no change in the approved rate of that product and the approved supplier will have to supply the same medicine on the approved rate but in case the rate/ MRP of any product decreases during the contract period, then the approved supplier of the product will come in the Procurement Office for negotiating the rate of that product.

19. The rates quoted by the bidders should not be more than MRP at any cost. In case it is found any time by the committee/ purchasing committee, action under rules will be initiated against the supplier as per the rules.

20. **Jurisdiction of Courts:**

All disputes arising out of this bid will be subject to the jurisdiction of courts of law at Kathua only.

**Sd/-**  
**Principal**  
**Govt. Medical College, Kathua**

## DETAILS OF THE BIDDER

### Format T1

<b>GENERAL INFORMATION ABOUT THE BIDDER</b>				
<b>Name of the Bidder</b>				
<b>Registered address of the Firm</b>				
<b>State</b>		<b>District</b>		
<b>Telephone No.</b>		<b>Fax</b>		
<b>e-mail</b>		<b>website</b>		
<b>CONTACT PERSON DETAILS</b>				
<b>Name</b>		<b>Designation</b>		
<b>Telephone No.</b>		<b>Mobile No.</b>		
<b>COMMUNICATION ADDRESS</b>				
<b>Address</b>				
<b>State</b>				
<b>Telephone No.</b>		<b>Fax</b>		
<b>e-mail</b>		<b>website</b>		
<b>TYPE OF THE FIRM</b>				
<b>Private Ltd.</b>		<b>Public Ltd.</b>		<b>Proprietorship</b>
<b>Partnership</b>		<b>Society</b>		<b>Others Specify</b>
<b>Registration No. and date of registration</b>				
<b>NATURE OF BUSINESS</b>				
<b>Manufacturer</b>		<b>Authorized Representative/Stockiest/dealer</b>		
<b>Direct Importer</b>				
<b>GST Registration</b>				
<b>PAN: Furnish the copy of the PAN</b>				
<b>Bank Details of the Bidder: The Bidders have to furnish the bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)</b>				
<b>Name of the bank :</b>				
<b>Full address of the</b>				
<b>Branch Concerned :</b>				
<b>Account no. of the bidder</b>				
<b>IFS Code of the Bank:</b>				
<b>Date</b>	<b>Office Seal</b>		<b>Signature of the bidder /Authorized Signatory</b>	

(To be submitted in *Part – I Technical Bid*)

**(FormatT2)**  
**DECLARATION FORM**  
**(Affidavit before Executive Magistrate / Notary Public)**

I / We .....

having My / our office at.....do declare that I / We have carefully read all the terms & conditions of bid of GMC Kathua, for the service of ..... (Name of the item). Our quoted price if approved will remain valid for a period of one year from the date of award of contract. I/ We will abide with all the terms & conditions set forth in the Bid document Reference no..... along with the subsequent amendment, if any.

I/We do hereby declare that I/We have not been de-recognized / black listed by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions for supply of Not of Standard quality item/ Non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance 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 Bid terms & conditions.

I / We do hereby declare that I / we will supply the\_\_\_\_\_as per the terms, conditions & specifications of the bid document and hereby further declare that I/We will provide service as per specifications/make shown in the BOQ.

The rates quoted in the bid are valid for one year.

Signature of the bidder:

Seal & Date:

Name & Address of the Firm

(To be submitted in *Part – I Technical Bid*)

**(Format T3)**

**ANNUAL TURN OVER STATEMENT**

(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last three financial years of M/S \_\_\_\_\_ who is a manufacturer/importer/ distributor/ stockiest of drugs/ medicines are given below and certified that the statement is true and correct.

This turnover statement should also be supported by copies of audited annual statement of the last three financial years / Annual Report and the turnover figures mentioned above should be highlighted there.

<b>S. No.</b>	<b>Financial Year</b>	<b>Turnover in lakhs (Rs) both in figures &amp; words</b>
1	2021- 2022	
2	2022- 2023	
3	2023- 2024	

Date:

Signature of Auditor/

Place: Chartered Accountant (Name in Capital)

Seal & Membership No.

# Annexure B

## AGREEMENT

This agreement made the..... day of.....2024 between..... (Name and Address of *Purchaser*) represented by the Procurement Officer/ Chief Accounts Officer, GMC, Kathua (hereinafter "the *Purchaser*") of one part and (Name and Address of Supplier) (hereinafter "the *Supplier*") represented by..... (Name of the Authorized Signatory and Designation), Aged.....years, residing at (Full Residential Address of the Signatory) of the other part:

Whereas the *Purchaser* has invited bids for the supply of ..... (brief description of goods and services vide bid no.....dated..... ).

The supplier has submitted technical and price bids as contained in the bid document. The *Purchaser* has finalized the bid in favour of the Supplier on a Rate Contract basis for the supply of the said goods and services for Schedule attached hereto at the prices noted against each item on the terms and conditions set forth in the agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
  - (a) All the documents submitted by the bidder as part of technical bid and price bid;
  - (b) The Schedule of Requirements;
  - (c) The Technical Specifications and other quality parameters;
  - (d) The clarifications and amendments issued / received as part of the bid document
  - (e) The General Conditions of Contract;
  - (f) The *Purchaser's* Letter of Intent.
3. In consideration of the payments to be made by the *Purchaser* to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the *Purchaser* to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The *Purchaser* hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. The supplier will not demand for release of EMD which shall be retained for due & faithful performance of the provisions of this

agreement. Such is liable to be forfeited by the Purchaser in the event of the supplier failing duly & faithfully to perform any one or more or any part of any one of the said provisions.

Validity of Rate Contract: The rate contract shall be valid for a period of one year from the date of approval of rate contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the said (For the *Purchaser*)  
in the presence of .....

Signed, Sealed and Delivered by the said ..... (For the *Supplier*) (Signature, Name,

Designation and Address with Office seal) in the presence of .....

- 1) (Signature, Name and Address of witness)
- 2) (Signature, Name and Address of witness)