

NORTH EASTERN COAL FIELDS
COAL INDIA LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
P.O.MARGHERITA-786181

Ph. 03751-220329. Fax: 03751-220354. Email:- gmmrgl@sancharnet.in

Tender Fee Rs. 1000/-

EMD Rs.20, 000/-

NOTICE INVITING TENDER

Tender no. NEC/Medicine/ 09 due on 04-07-2011

1. Sealed tender in **Two Cover System** super scribing tender no. and due date of opening addressed to the Sr.Manager(MM), North Eastern Coalfields, P.O. Margherita, Assam are invited from manufacturers of medicines who have ISO 9001 accreditation / GMP certificate from WHO / Rate Contract with any subsidiary company of Coal India Ltd and their bonafide authorized distributors stockist for supply of 221 items medicines as per list enclosed.
2. Rates quoted should be only for the brands indicated in the enclosed list as per the manufacturer's price list allowing us maximum possible discount as applicable for the Govt. Hospital and Institution.
3. Manufacturer's name & Brand name of the product offers should be clearly stated in the offer.
4. **Tender Fee** : Rs. 1,000 by way of demand draft drawn on Coal India limited payable at SBI / PNB UBI, Margherita should be enclosed alongwith your quotation.
- 5 Earnest Money of Rs. 20,000/- should be deposited by the tenderers along with the tender documents in the form of bank of draft in favour of Coal India Ltd., Margherita, Assam. drawn on UBI/SBI/PNB, Margherita. Tender invited from manufacturers of medicines who have ISO 9001 accreditation / WHO GMP is liable to be rejected if not accompanied by the said earnest money deposit. The earnest money will be adjusted in case of successful tenderer as security deposit and will not carry any interest. The earnest money will be returned without any interest to the unsuccessful tenderers once the tenders are finalized.
6. Tender should be submitted in Two Cover System in the following manners :-

(A) TECHNICAL AND COMMERCIAL BID (COVER – I):

This should contain

(a) **Technical terms:**

1. THE TECHNICAL DETAILS OF ITEMS TENDERED FOR
2. E.M.D.
3. Point wise confirmation to detailed technical specification with deviations if any
4. Any others terms (please specify)
5. Copies of ISO 9001 accreditation / GMP Certificate from WHO / Rate Contract with CIL Subsidiary companies duly authenticated shall be submitted with offer.

(b) Commercial Terms :

1. Whether Manufacturer / Authorized Dealer / Stockist / Sole Selling Agent.
2. Copy of documentary evidence of being Authorized Dealer / Manufacturer / Sole Selling Agent.
3. Acceptance of payment of 100% within 30 days of receipt and acceptance of materials.
4. Acceptance of validity period of 120 days from the date of opening of Cover – II: Price Bid.
5. Guarantee / Warranty Clause as per enclosed General Terms and Condition.
6. Acceptance of Liquidated Damages Clauses Risk Purchase Clause and other commercial terms and conditions as per enclosed terms & Condition.
7. Commercial terms like Delivery, payment, Sales Tax, Excise duty, calculation of freight charges, insurance etc.
8. Copies of recent orders received from Coal India Ltd. Subsidiaries / PSU's and DGS&D rate contracts in support of rates quoted for tendered items.
9. Valid copy of Sales Tax Clearance Certificate.
10. Deviations to our commercial items (If any).
11. Any other terms (please specify).
12. Acceptance of Security Deposit and performance Bank Guarantee clause.
13. Acceptance of General Terms & Conditions enclosed.

The Technical and Commercial terms complete in all respects should be submitted in one sealed cover super scribing “Cover – I: Technical & Commercial Bid” and indicating Tender Reference and due date of opening on the top of envelope.

(C) PRICE BID (COVER –II)

This part containing item wise prices should be submitted in a separate sealed enveloped super scribed “Cover –II: Price Bid” – “and indicating Tender Reference and due date of opening on the top of envelope. Price Bid should indicates the break up of price i.e. price, Excise Duty, Sales Tax, Freight, Insurance etc.

(D) These 2 envelopes cover – I and Cover – II should be placed inside a sealed enveloped super scribing the tender no, due date of opening and brief description on top of the envelope.

Tenders not submitted in the above manner will be or tightly rejected without making any further correspondence.

Only Cover – I will be opened on due date of opening stipulated. The Price Bid of tenders qualified in Cover – I will be opened on a subsequent date to be intimated letter on.

Sr. Manager (MM)

NORTH EASTERN COAL FIELDS
COAL INDIA LIMITED
MARTHERITA

GENERAL TERMS AND CONDITION

1. If due to certain unavoidable / unforeseen circumstances the due date falls on a holiday or on a day when bandhs are effective, the tender will be opened on the next working day at the same time.
2. If no mention is made in your offer regarding Excise Duty, Sales Tax, Freight etc. it will be presumed that the quoted rates are inclusive of the same and no claim will be entertained later. In case of Excise Duty / Sales Tax Exemption, a duly authenticated copy of the exemption certificate (s) should be enclosed with offer.
3. Guarantee: Tenderer should guarantee their products for at least 12month from any manufacturing defects. If the materials are found not satisfactory, the same should be replaced at supplier's cost.
4. Quantity: The tender quantity may decrease or increase depending upon our actual requirement at the time of placement our order.
5. Delivery schedule will be as per out requirement on staggered delivery basic and will be stipulated by us in our order.
6. Minimum Order quantity: acceptable to the manufacturer, if any, should be clearly indicated in the order.
7. Short expiry medicines will be returned from our end before 3 months of the expiry date against which replacement should be made with identical medicines having sufficient long expiry period.
8. Price Certification: following price certificates must be furnished on the body of each & every bill that the price charged to us are not higher than the ceiling prices fixed by the Govt. of India, Ministry of Chemicals & Fertilizers less Hospital discount as per the Drugs & Cosmetics Act, 1949 and Drugs (price Control) order, 1995 read with subsequent amendments and that these prices are the minimum price applicable to all Govt. undertaking / department / Hospitals including DGS&D. Excise duty charged is as per current rate applicable.
9. If you have already entered into the DGS&D R/C on R/C with our subsidiary coal companies for the items quoted by you, and authenticated copy of the same should be enclosed with your offer.
10. Our standard terms of payment are against your bills within 21 days from the date of receipt & acceptance of the materials or bill whichever is later.
11. Validity of offer: Your offer should be valid for a period of 120 days from the date of opening of the tender.
12. Inspection: will be carried out at our end after receipt of materials. **Short expiry medicine less than 12 month shelf-life will not be accepted.**
13. Description of materials and specifications are to be given in your offer in details for medicines as per enclose list of items. The quotation must be submitted F.O.R destination basics.
14. Manufacture's name and brand name of the product offer should be clearly stated in the offer.
15. Photocopy of the valid authorized distributorship/stockistship duly attested by gazzeted Officer and duly authenticated with sign and sealed by the Tenderers should be enclosed with the offer as applicable.
16. The rate offer should be supported by attested photocopy of manufacturer's price list applicable to Govt.
17. Analytic report should be submitted against the supply of medicines to maintain quality control and to avoid spurious drugs on demand from our Medical Department.
18. Liquidated Damaged .In the event of failure to deliver or dispatch the materials within the stipulated date/period in accordance with samples and/or specification mentioned in the supply order and in the event of breach of any of the terms & conditions mentioned in the supply order. Coal India Limited shall have the right:-

- (a) to recover from the successful tenderer as agreed liquidated damages a sum not exceeding 2% of the price of the any terms / materials which the successful tenderers has not been able to supply as aforesaid for each month or part of a month during which the delivery of such stores may be in arrears limited to 5%.
- (b) To purchase elsewhere after due notice to the successful tenders on the account and at the risk of the defaulting suppliers the items/materials 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 of a portion thereof, and if so desired, to purchase the items /stores at the risk and cost of the defaulted supplier also.
- (d) Extend the period of delivery with or without penalty as may be considered fit and proper the penalty of imposed shall not be more than the agreed liquidated damaged referred to in clause (a) above.
- (e) To forfeit the security deposit full or in part.
- (f) Whether under this contract any sum of money is recoverable from and payable by the supplier Coal India Ltd., entitled to recover such sum by appropriate in part or in whole by deducting sum or which at any time, thereafter may become due to successful tenderer in this or any other contract should this sum be not sufficient to cover the full amount recoverable, the successful tender shall pay Coal India Ltd. in demand the remaining balance. The supplier shall not be entitled to pay again on any such purchase.

19. Tender should be submitted by Regd. Post tender which has been posted prior to the due date of opening of the tender and received as on time of stipulated due date of opening of the tender will be accepted and considered as valid. The tenders received after due date and time of opening will not be accepted.

20. Price Escalation: - Your rate should be firm as far as possible. If the tenderer desire to have price escalation to cover any likely increase in any major raw materials price variation formula with full details should be indicated in the original offer itself. If price is not firm basic price on which offer is made to be indicated prices ruling on the date of dispatch but within the schedule delivery period as per original supply order placed could be charged by you supported by price certificate as per Clause No.8. In case of revision in price within 6 months from the date of order the same will be payable on submission of a copy of Govt.notification and a copy of Annexure O 'V' as per DOCO' 95 alongwith bill for scheduled Drugs /Medicines respectively. These documents should be attested by a Gazetted Officer.

21. **Last date of selling** of tender document is **02.07.2011** upto 1 pm and the tender will be received upto 04.07.2011 till 3-30 P.M. and will be opened on the same day at 4-00 P.M. Tender received without EMD are liable to be rejected. However, the firm registered with DGS&D, our subsidiary coal companies and NSIC are exempted from EMD provided necessary copy of the registration Certificate for the item tendered enclosed with offer claiming exemption from depositing earnest money. Earnest Money should be deposited by way of Demand Draft on State Bank of India/United Bank of India, Margherita drawn in favour of Coal India Ltd., Margherita alongwith the tender.

One copy of this tender document duly signed and stamped by the tenderers should accompany the quotation without fail.

Sr Manager (MM)
North Eastern Coalfields
Coal India Limited
Margherita.