Phone : 28291256, 28291278

B.M : 044 - 28292610 - Direct

Fax : 044 - 28292338 - Direct

E-mail : nccfchennai@gmail.com



#### भारतीय राष्ट्रीय उपभोक्ता सहकारी संघ मर्यादित चेन्नै शाखा

# National Co-operative Consumers' Federation of India Ltd. Chennai Branch

Date: 29-03-2022

(Under Administrative Control of Ministry of Consumer Affairs, Food & PDS, Govt. of India)

स्वीद मानषन (चेथी मंजिलोबंट प्याना नं ६२२) अन्ना साले ,चेन्ने -६०० ००६ "RASHEED MANSION" 4th Floor, No.408, (Old No.622), Anna Salai, Chennai - 600 006

NCCF/CHE/2021-22

#### **SHORT TENDER NOTICE (LIMITED TENDERS)**

Tender is invited from registered suppliers of NCCF only (Preference will be given to the suppliers registered with NCCF, Chennai Branch).

It is being informed that NCCF, Chennai Branch intends to participate in tender floated by Tamil Nadu Medical Supplies Corporation Limited for "Supply of Maternal and Child Health Nutrition Kits" and further invites offers from registered suppliers (Who are having experience in similar work) for entering into the contract for the same work for a period of two years.

Hence interested, registered suppliers of NCCF may submit their bids in Sealed Envelope containing two separate covers **Technical Bid Cover** and **Financial Bid Cover** of specified work in tender by **04-04-2022** by **11.00 A.M.** to NCCF, Chennai Branch and same will be opened on same day at **11.30 A.M.**, for further queries feel free to contact the Chennai Branch.

#### **Terms and Conditions:**

- 1. NCCF, Chennai Branch reserves the right to accept or reject any offer at any stage without assigning any reason thereof.
- 2. Terms and Conditions would remain same as mentioned in the tender of TNMSC.
- 3. Rates of the items should be submitted as per format mentioned in TNMSC tender annexure XIV. Rates of the items should include NCCF margin.
- 4. NCCF, Chennai will not accept the any conditions mentioned by suppliers in their bids.

5. The suppliers qualified in technical bid should remit EMD of amount Rs.1 Cr. (Rupees One Crore) in NCCF, Chennai Branch Account through DD/NEFT/RTGS.

(Ravi Chandra)

Branch Manager

**Enclosed TNMSC tender documents.** 



#### TAMILNADU MEDICAL SERVICES CORPORATION LTD

(A Government of TamilNadu Undertaking)
No. 417, Pantheon Road, Egmore, Chennai-600 008.

Phone: 044-28191890 / 28190259

#### Corrigendum - III

The due date for the tender is extended as follows.

SI. No.	Description	Tender Ref.	Sale Period Upto	Last date and time for receipt of bids	Date and time of opening of bid
1	Tender for the supply of Maternal and Child Health Nutrition Kits Essential Drugs and Medicines to TNMSC Ltd., under rate contract system for two years from the date of acceptance	013/M(P)/MCHN-KIT/ TNMSC/2021, Dated. 10.02.2022	04.04.2022	05.04.2022 upto 11.00 AM	05.04.2022 at 11.30 AM

All other terms and conditions of the tenders remain unchanged.

Sd/-Tender Inviting Authority

Issued to M/s	
	SI No:

#### NOT TRANSFERABLE

Tender Ref.No: 013/M(P)/MCHN-KIT/TNMSC/2021, Dt. 10.02.2022

TAMILNADU MEDICAL SERVICES CORPORATION LIMITED (A Government of Tamilnadu Undertaking)
417, Pantheon Road, Egmore, Chennai – 600 008.
Phone: 044-2819 1890, 2819 0259

Website: www.tnmsc.tn.gov.in , http://www.tenders.tn.gov.in

Email: gmdrug.tnmsc@tn.gov.in

TENDER FOR THE SUPPLY OF MATERNAL AND CHILD HEALTH NUTRITION KITS

TO

TAMILNADU MEDICAL SERVICES CORPORATION LIMITED

UNDER RATE CONTRACT SYSTEM FOR TWO YEARS FROM THE DATE OF ACCEPTANCE

LAST DATE FOR RECEIPT OF TENDER: 15.03.2022 upto 10.30 A.M.



# TamilNadu Medical Services Corporation Limited No.417, Pantheon Road, Egmore, Chennai – 600 008.

Telephones: 044-2819 0259 / 2819 1890

### TENDER FOR THE SUPPLY OF MATERNAL AND CHILD HEALTH NUTRITION KITS TO TAMILNADU MEDICAL SERVICES CORPORATION LIMITED UNDER RATE CONTRACT SYSTEM FOR TWO YEARS FROM THE DATE OF ACCEPTANCE

Tender Reference : 013/M(P)/MCHN/TNMSC/2021

Dt.10.02.2022

Date of commencement of

Sale of tender document : 10.02.2022

Last date for sale of

Tender document : 14.03.2022

Last date and time for

Receipt of tender : 15.03.2022 upto 10.30 A.M.

Time and date of opening

of tender : 15.03.2022 at 11.30 A.M.

Place of opening of Tender : Tamilnadu Medical Services

Corporation Ltd., 417, Pantheon Road,

Egmore, Chennai - 600 008.

Address for Communication : Tamilnadu Medical Services

Corporation Ltd.,

417, Pantheon Road,

Egmore, Chennai - 600 008.

Cost of the Tender Document : Rs.5,575/- (Inclusive of GST)

Alternatively, the tender document can be downloaded from the websites of <a href="www.tnmsc.tn.gov.in">www.tnmsc.tn.gov.in</a> and <a href="www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> on free of cost.

#### TAMIL NADU MEDICAL SERVICES CORPORATION LIMITED

## TENDER FOR THE SUPPLY OF MATERNAL AND CHILD HEALTH NUTRITION KITS TO TNMSC LIMIED UNDER RATE CONTRACT SYSTEM FOR TWO YEARS FROM THE DATE OF ACCEPTANCE

The TNMSC Ltd., a Govt. of Tamilnadu undertaking is involved in procurement and supply of Maternal and Child Health Nutrition Kits directly from the manufacturers, importers, distributors through tender system to ensure timely supply of Maternal and Child Health Nutrition Kits to Government Medical Institutions all over Tamilnadu.

The General Manager (Drugs), Tamilnadu Medical Services Corporation Limited, No.417, Pantheon Road, Egmore, Chennai - 600008, (hereinafter referred as **Tender Inviting Authority** (unless the context otherwise requires) invites **Tender for the Supply of Maternal and Child Health Nutrition Kits to TNMSC Ltd., under rate contract system for two years from the date of acceptance.** 

#### 1. <u>LAST DATE FOR RECEIPT OF TENDERS</u>

Sealed Bid containing two separate covers {(Technical bid - Cover- A) and Price bid - Cover - B)} will be received till 10.30 A.M. on 15.03.2022. by the General Manager (Drugs), Tamil Nadu Medical Services Corporation Limited (TNMSC Ltd.), No.417, Pantheon Road, Egmore, Chennai - 600008, (herein after referred as Tender Inviting Authority) for the supply of Maternal and Child Health Nutrition Kits (hereinafter referred to Kit) to TNMSC Ltd., under rate contract system for two years from the date of acceptance.

#### 2. **ELIGIBILITY CRITERIA**

- (a) Bidder shall either be a manufacturer having valid manufacturing license or direct importers holding valid import license (for minimum 1 product as per S. No: 1 to 5 in the Annexure X) or a Joint venture firm/Consortium. Bidder shall also be a Distributor/Stockiest of branded goods or Authorized by the concerned Manufacturer(s) for the products covered in the kit with appropriate licenses under Drugs and Cosmetics Act, 1940 and rules and Food Safety Standards Authority of India (FSSAI) Act 2006 and rules.
- (b) The Average Annual turnover of the bidder in last three financial years (i.e., 2018-2019, 2019-2020 and 2020-2021) **shall be a minimum of** *Rs.100 Crores*.
- (c) Bidder should have experience in the field of supply of Multi product

  Health Kits (Non-drug products) in last three financial years (i.e., 2018-2019,
  2019-2020 and 2020-2021) to any Government /Government Organizations
  to an extent of minimum 3,00,000 Kits cumulatively in the three
  consecutive years.
- (d) The bidder should have warehouse facility in Tamilnadu to store at least **2 Lakh**Nos. of Kits at a time and distribute to various districts in the State as and when indented.
- 3. (a) A complete set of bidding documents may be purchased by any eligible bidder on submission of written application and upon payment of a non- refundable fee Rs.5,575/-(Rupees Five Thousand Five Hundred and Seventy Five Only) as indicated in the

advertisement in the form of Demand draft drawn in favour of Tamilnadu Medical Services

Corporation Limited payable at Chennai.

- (b) Alternatively, the tender document can be downloaded from the websites <a href="https://www.tnmsc.tn.gov.in">www.tnmsc.tn.gov.in</a> and <a href="https://www.tenders.tn.gov.in">www.tenders.tn.gov.in</a> at free cost.
- Bidding document may be obtained from the above office between 10.00 A.M. to 5.00 PM
  on all working days either in person or by post.
- 5. All bids must be accompanied by a **bid security (Earnest Money Deposit)** as specified in the bid document and must be furnished with the bid. (**Refer Clause 12**).
- 6. Bids will be opened in the presence of bidders / authorized representatives who choose to attend on the specified date and time or as per standard guidelines issued owing to Covid-19 spread.
- 7. (a) At any time prior to the date of submission of bid, TNMSC Ltd., may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the condition/specification in the bidding documents by an amendment. All prospective bidders who have received the bidding document will be intimated of the amendment in writing and that will be binding of them. In order to provide reasonable time to take the amendment into account in preparing their bid, TNMSC Ltd., may at its discretion, extend the date and time for submission of bids.

- (b) Any person who has downloaded the tender document shall watch for amendment, if any, in the website of TNMSC Ltd., and TNMSC Ltd., will not issue separate communication to them. [Refer Clause 3 (b)].
- 8. The bid and all correspondence and documents shall be in English language.
- Interested eligible bidders may obtain further information from the office of the Tamilnadu
   Medical Services Corporation Limited, No.417, Pantheon Road, Egmore, Chennai 600008 on all working days.

#### **TECHNICAL BID - COVER "A"**

- 10. The bidder should furnish, along with the bid, the following for the products tendered in a separate cover hereafter called <u>"Cover A"</u>.
  - (a) Bid security (Earnest Money Deposit) of Rs.1,00,00,000/- (Rupees One

    Crore Only) in the form of Bankers Cheque or Demand Draft and/or

    irrevocable Bank Guarantee favoring Tamilnadu Medical Services Corporation

    Ltd., payable at Chennai (Refer Clause-12).
  - (b) In the case of manufacturer, a duly attested photocopy of License for the product (s) approved by the Licensing authority for each and every product quoted (as applicable). The license must have been renewed up to date and the products quoted shall be clearly highlighted in the license. In case of an Importer, duly attested photocopy of import license, (as applicable), renewed up to date for the imported products quoted

- (c) For other products other than those manufactured/imported, authorization obtained from the concerned manufacturer(s) of the remaining products covered in the kit shall be submitted.
- (d) Valid Licenses issued by the competent authority such as Drugs Control Administration, Food Safety Standards Authority of India etc., to deal for the products covered in the Kit and also to operate warehouse facility either of their own or rented from the authorized person (s).
- (e) In case of a Joint venture/Consortium, two bidder(s) may form a joint venture/Consortium among themselves and apply, subject to fulfillment of the following criteria:-
  - (i) Should have a legally valid Consortium agreement for the purpose of participation in the bidding process. The total no. of Consortium shall be limited to two members and the lead member should be authorized by the other member to quote the tender on behalf of the Consortium by way of a valid power of attorney.
  - (ii) The Consortium members together shall meet the qualifying norms specified.
  - (iii) The Consortium and its members shall be jointly and severally responsible and be held liable for the purpose of guaranteed obligation and any other matter as required under the contract.

- (iv) The individual member of the Consortium will not be eligible either in an individual capacity or part of any other Consortium to participate in the tender, where the said Consortium participates.
- (v) Purchase Order (s) will be placed on the Joint Venture / ConsortiumName only.
- (vi) The following documents should be furnished by both the members of Consortium as applicable :-
  - (1) Factory/Manufacturing license for manufacture of the products.
  - (2) Manufacturers Authorization for each and every product quoted along with Distribution license for the same.
  - (3) PAN & GST No. of the bidder, Joint Venture / Consortium.
  - (4) Manufacturing premises details, Warehouse details and the corresponding license.
  - (5) The Consortium against power of attorney to the lead member.
  - (6) Balance Sheet and Profit & Loss Account details of the bidder or bidders of Joint Venture / Consortium.
  - (7) Cash credit details available.

- (8) Either or both the members of the Joint Venture / Consortium should be a manufacturer/importer of any 1 product (minimum) with valid License.
- (f) Documentary evidence for the constitution of the firm /or firms in **Joint Venture** / **Consortium** such as Memorandum and Articles of Association, Partnership deed
  etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail
  address of the firm and of the Managing Director / Partners / Proprietor.
- (g) Authorization like power of attorney, resolution of board, for the senior officer of the company who has signed the tender documents and the bid.
- (h) Details of supplies of Multi Products Health kits (Non drug products) for last three financial years along with copies of purchase orders (i.e., 2018-2019, 2019-2020 and 2020-2021) made to any Government / Government Organization (as per Form in Annexure-III).
- (i) Annual turnover statement for last three financial years i.e., 2018-2019, 2019-2020 and 2020-2021 in the format given in Annexure-IV certified by the Auditor.
- (j) Copies of balance Sheet and Profit and Loss Account for last three financial years i.e., 2018-2019, 2019-2020 and 2020-2021 certified by the Auditor.
- (k) GST registration certificate and GST returns from 01.01.2021 to 31.03.2021.

- (I) Declaration form in **Annexure-I** for sample testing.
- (m) Declaration form in **Annexure-II** for acceptance of all Tender Condition.
- (n) Details of Business Premises and warehouse in **Annexure-XI**. The details should pertain to the name and address of the premises where the products quoted are actually to be stocked and to be distributed. The Distributor / stockiest/ bidders authorized by Manufacturers should also furnish details of the manufacturer of the products covered in the Kit.
- (o) Confirmation for quoting all products covered in the Kit in the price bid format but without indicating the price. Not quoting all products covered in the kit will lead to disqualification. Samples will be accepted as per this list only. The list should specifically indicate the make/model number, manufacturer and the brand name if any. The samples submitted should confirm to this model/brand name only. The tenderer shall submit with the tender (Technical Cover "A") the authenticated copy of literature/brochure for each product quoted.
- (p) Point wise compliance statement of the technical specification of the bidding documents of each product covered in the kit.
- (q) Deviation statement in technical and commercial points, if any in Annexure-IX.If there is no deviation 'Nil' statement should be furnished in this format.
- (r) The tender document should be signed by the bidder at all pages with office seal.

- (s) Supply capacity of Kits per month (**Annexure-XI**).
- (t) Checklist (Annexure-XIII) for the list of documents enclosed with their page number. The documents shall be serially arranged as per the Annexure-XIII and shall be securely tied or bound.
- (u) Affidavit in the prescribed format, duly attested by the notary public (Annexure-V) swearing that in the case of its/his bid became successful, the bidder undertakes to supply the similar products that/those has/have approved in the sample testing by the Tender Inviting Authority, failing which the successful bidder is liable to be prosecuted.
- 11. The above documents should be submitted in a separate Cover super-scribed as "COVER
  "A" TENDER FOR SUPPLY OF THE MATERNAL AND CHILD HEALTH NUTRITION
  KITS TO TNMSC LIMITED UNDER RATE CONTRACT SYSTEM FOR TWO YEARS
  FROM THE DATE OF ACCEPTANCE DUE ON 15.03.2022 UPTO 10.30 A.M. and
  addressed to the Tender Inviting Authority, Tamilnadu Medical Services Corporation
  Limited, No.417, Pantheon Road, Egmore, Chennai 600 008, Tamilnadu.

#### **BID SECURITY (EARNEST MONEY DEPOSIT)**

12. The Earnest Money Deposit referred under Clause 10 (a), shall be for the amount of Rs.1,00,00,000/- (Rupees One Crore Only). However, in the total EMD payable a minimum of Rs.1,00,000/- (Rupees One Lakh Only) is to be paid only by Bankers Cheque / Demand Draft and the balance amount of Rs.99,00,000/- (Rupees Ninety Nine Lakhs only) may be paid by irrevocable Bank Guarantee / Demand Draft /

Bankers Cheque favoring Tamilnadu Medical Services Corporation Limited payable at Chennai. EMD furnished in the form of a Bank Guarantee should remain valid for a minimum period of 60 days beyond the validity period of tender (i.e., 120 days + 60 days = 180 days from the date of opening of Cover "A"). The format of Bank Guarantee for EMD is enclosed in the Annexure-XII. This should be enclosed with the tender in Cover "A". For the matter of clarity, if the due date for receiving the tenders is extended, the validity period of the tender will automatically stand extended and it is the responsibility of tenderers to ensure that the EMD is valid at the time of Cover "A" opening. Earnest Money Deposit in the form of Cheque / Cash / Postal order will not be accepted. Earnest Money Deposit will not earn any interest. If the successful bidder fails to execute the agreement and or deposit the performance security (Security Deposit) within the specified time, or withdraws his bid within the validity period of the bid, this bid security amount will be forfeited.

13. Bid should be typewritten and every correction in the bid should invariably be attested with full signature by the bidder with date, failing which the bid will be ineligible for further consideration. Corrections done with correction fluid should also be duly attested.

#### PRICE BID - COVER "B"

14. The tenderer shall duly fill up the Annexure-XIV (Hard copy) for Maternal and Child Health Nutrition Kit and their rate should be submitted in a separate sealed cover super scribed as "COVER "B" – TENDER FOR THE SUPPLY OF MATERNAL AND CHILD HEALTH NUTRITION KITS TO TNMSC LIMITED FOR TWO YEARS FROM THE DATE OF ACCEPTANCE OF THE TENDER DUE ON 15.03.2022 UPTO 10.30 A.M.

- (a) The rate quoted per Kit in Annexure-XIV shall be inclusive of freight,
  Insurance, Customs duty (if applicable) etc., as the case may be and exclusive
  of GST.
- (b) The rate per kit (Inclusive of GST) will be the criteria for determining the L1 rate.
- (c) The rate quoted in column 8 of **Annexure-XIV** should be for the unit and specification given. The tenderer is strictly prohibited to change/ alter specification or unit size given in the **Annexure-XIV**.
- (d) The tenderer is required to furnish the product wise break up details of landed price in **Annexure-XIV**.
- (e) For Imported Products, the Tender Inviting Authority or his authorized agent will arrange to get the customs duty exemption certificate or certificate for availing concessional customs duty as per applicable customs duty notification in force from the Govt. Authorities. Hence the tenderer should not include, in their bid, custom duty payable on the goods. However the tenderer should indicate separately the customs duty payable on the goods to be supplied in the column provided in the price bid. If no specific indication is made by the bidder in their bid, then it will be considered that no customs duty is applicable and any claim at a later date on this will not be entertained.
- (f) Each page of the price bid should be duly signed by the bidder with office seal.

(g) Cover – "B" should also be addressed to the **Tender Inviting Authority**, **Tamil**Nadu Medical Services Corporation Limited, Chennai - 600 008.

#### PRICES AND OTHER CONDITIONS

- 15. The number of products per kit and its specification are shown in **Annexure-X**. The total quantity of kits mentioned is only the tentative requirement and may increase or decrease as per the decision of the Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination and the distribution.
- 16. The tender is for the Kit by description. The bidder should quote the rates for all the products described as per the specifications only and not in the trade/brand name. Any omission in this regard may result in rejection of the tender.
- 17. Rates should be quoted for each products inclusive of transportation, insurance, any incidental charges and customs duty (if applicable), but exclusive of GST, on door delivery basis according to the unit asked for, No bid conditions like "AT CURRENT MARKET RATES" shall be accepted and no bid in which the rate is quoted for a unit other than the one asked for shall be considered. No handling, clearing or transport charges etc. will be paid. The deliveries should be made as stipulated in the supply order placed with successful bidder.
- 18. (a) If at any time during the period of contract, the price of tendered products is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be morally and statutorily bound to inform the Managing Director, Tamil Nadu Medical Services Corporation Limited, Chennai

immediately about such reduction in the contracted prices. The Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.

- (b) In case of any enhancement in Taxes / Duties due to statutory Act of the Government after the date of submission of tenders and during the tender period, additional or fresh Tax / Duty so levied will be allowed to be charged extra as separate product without any change in price structure approved under this tender. For claiming enhancement of the additional Tax / Duty on account of such increase, the bidder should produce appropriate certifications from authorities.
- 19. Each bid must contain not only the unit rate but also the total value of each product quoted for supply in the respective columns.
- The price quoted by the bidder shall not in any case, exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). The Tender Inviting Authority at discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the bidder.
- 21. The rates quoted and accepted will be binding on the bidder for the stipulated period and on no account any increase in the price will be entertained till the completion of this tender period. No bidder will be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. The representation of the bidder

that clerical error, typographical error etc. has been committed in the bid and request for revision shall not be considered after opening the bid. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstance and the bids of those who have given such conditions shall be treated as incomplete and such bids, shall be summarily rejected.

#### SAMPLES FOR EVALUATION

- 22. The bidder shall furnish 5 sets of samples of the Kit quoted at free of cost. The products submitted as samples should be of the same specifications for which the rate has been quoted. Any deviation will result in rejection of the tender. The supplies should conform to the approved samples strictly.
  - (a) The type and nature of test is the prerogative of the Tender Inviting Authority.
  - (b) 5 (Five) sets of similar samples along with test reports complying the description in the tender should be submitted and the rate quoted as per clause 14 shall be for the sample furnished.
  - (c) The samples submitted should be tagged individually with a label in the format given below. The particulars on the tag should be furnished in indelible ink fastened to the sample. In case of sterile products the label should be fastened in a manner such that sterility will not be lost.

#### MODEL LABEL

#### MATERNAL AND CHILD HEALTH NUTRITION KITS

Name of the Tenderer : Product Code No : Name of the Product : Make / Brand Name/ Model No. :

No. of Samples submitted :

(d) The Tenderer should submit 5 sets of samples along with the test report on the day of submitting the technical bid and this should be strictly adhered. No request for extension of time for production of samples with test reports will be entertained.

(e) The bidder should submit, along with the samples, the list of sample products in the given format in **Annexure-VI** duly signed in triplicate. Any sample in deviation of the description will not be accepted and summarily rejected.

#### <u>INSPECTION</u>

The Tender Inviting Authority or authorized representative(s) have the right to inspect the factories/Premises of the tenderer who have quoted for this tender, before, accepting the rate quoted by them or before releasing any order(s) or at any point of time during the continuance of tender and has also have the right to reject the tender or terminate / cancel the orders issued or not to reorder based on facts brought out during such inspections.

#### PERIOD OF VALIDITY OF BIDS

24. Bids shall remain valid for 120 days after the date of opening of Technical Bid (Cover "A") prescribed. A bid valid for a shorter period will be rejected as non-responsive.

TNMSC Ltd., may solicit the bidder's consent for an extension of the period of validity. A bidder may refuse the request without forfeiting their bid security.

#### **SUBMISSION OF TENDER**

25. The Technical Bid (Cover "A") and the Price Bid (Cover "B") should be separately sealed and both these covers shall be kept in a sealed Cover. The sealed bids should reach the TENDER INVITING AUTHORITY, TAMIL NADU MEDICAL SERVICES CORPORATION LIMITED, NO. 417, PANTHEON ROAD, EGMORE, CHENNAI - 600008 on or before the date and time specified.

#### 26. OPENING OF TENDER AND EVALUATION

- (a) Technical Bids (Cover "A") will be opened at the Office of the Tender Inviting

  Authority on the date and time specified in the presence of the Bidders who

  choose to present or as per rules in force at that time.
- (b) Price Bids (*Cover-"B"*) of the bidders who meets the eligibility criteria, evaluated on the basis of the details furnished by the bidders in Technical Bid (*Cover-"A"*) and whose sample passes in the evaluation will alone be opened and the date and time of opening of Cover-"B" will be intimated to these eligible / short listed bidders.

#### 27. ACCEPTANCE OF THE TENDER

 The Tender Inviting Authority shall award the Contract to the Bidder whose offer has been determined to the lowest evaluated bid and is substantially responsive to the Bidding Documents provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

- 2. At the time the contract is awarded, the Tender inviting authority reserves the right to increase or decrease the quantity indicated in the tender document.
- 3. expiration of the validity, Tender Prior to the period of bid the inviting authority shall notify the successful Bidder, writing regarding acceptance of bid.
- 4. Until a formal Contract is executed, the notification of award shall constitute a binding Contract.
- 5. Failure of the successful Bidder to furnish the Performance Security (Refer Clause 31(i) or sign the Contract, sufficient grounds for the annulment of the award and forfeiture of the Bid Security and liable to be blacklisted for the period of 2 years. In that event Tender inviting authority may award the Contract to the next lowest evaluated Bidder, whose offer is substantially response and is determined by the Purchaser to be qualified to perform the contract satisfactorily.

#### **AGREEMENT**

28. The bidder, whose bid is accepted, shall execute 2 set of agreements on a non-judicial stamp paper of value of Rs.100/- each (stamp duty to be paid by the bidder) with the Tender Inviting Authority / assignee, as deemed fit, within seven days from the date of receipt of intimation (As per form attached in **Annexure-VII**).

#### PERFORMANCE SECURITY (SECURITY DEPOSIT)

- 29. (i) The Successful bidder within 7 days after receipt of letter of acceptance shall be required to pay 5% of the total value of the contract for the tentative quantity as performance security (Security Deposit) in a form of Demand Draft or irrevocable Bank Guarantee in favor of Tamilnadu Medical Services Corporation Limited. In case the Security Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period of 2 years from the date of communication of the acceptance letter from the Tender inviting Authority. The format of Bank Guarantee is at Annexure-VIII Failure to execute agreement and deposit the performance security will attract cancelation of the contract besides other penal action like blacklisting. This performance security amount will be refunded after satisfactory completion of the contract. The performance security amount will not carry any interest.
  - (ii) In addition to other penal action, if the supplier fails to supply the goods and perform the service as per contract leading to termination of the contract, the performance security amount will be forfeited, and the bidder will be blacklisted for a period of 2 years from the date of intimation.
  - (iii) If the Tenderer withdraw the tender after opening of Technical Bid (Cover A) and if such tenderer become responsive and eligible for acceptance of the tender and / or after opening of Commercial Bid (Cover B) the tenderer shall be blacklisted for the period of 2 years from the date of intimation and besides forfeiture of Earnest Money Deposit.

#### **DELIVERY CONDITION**

- 30. The products shall be supplied only on valid purchase order signed by the Tender Inviting Authority or by an officer authorized by him in-writing to do so.
- 31. The Purchase order shall be placed by the Tender Inviting Authority or by any Department / Institution authorized to the bidder periodically (monthly / quarterly/ half yearly) basis during the contract period based on the actual requirement. The delivery shall be made directly to the Govt. Medical Institution / Warehouse of TNMSC Ltd., unless otherwise specified in the order within 30 days from the date of purchase order. Hence the supplier is expected to keep adequate stocks at his warehouses to meet the delivery on short notice. The purchase order is deemed to have been received by the tenderer on expiry of 2 days from the date on which it was dispatched by the office of the Tender Inviting Authority. One of the products, namely Aavin Ghee- 500 ml will be made available to the successful bidder(s). Accordingly, the successful bidder(s) has to collect the same from Tamilnadu Co-Operative Milk Producer's Federation Ltd (Aavin) and add it with the other goods to make it as a Kit and supply to the said destination points.
- 32. The delivery shall be made as per the schedules stipulated in the purchase order.

#### PACKING AND LOGOGRAMS

33 (i). The ordered products shall be supplied in a plastic basket as per specification provided in **Annexure-X**. The packing shall be sufficient to withstand, without limitation, rough handling during transmit and exposure to extreme temperature and open storage.

- (ii) Appropriate logograms shall be provided to the eligible tenderer which shall be embossed/printed/affixed in the corresponding products as stipulated.
- (iii) Appropriate Label shall be pasted in the basket which shall indicate the shelf life of corresponding products of the kit.

#### **PAYMENT PROVISIONS**

- 34. No advance payments will be made for the orders placed.
- 35. Payment will be made within 15 days after receipt of original invoice, test reports with certification for goods received in good condition (MRC) from the destination as mentioned in the purchase orders at head office subject to passing the samples in quality testing at the full discretion of the purchaser.
- 36. If any of the articles which the supplier has failed to supply is not available in the local market or if it is not possible for the Tender Inviting Authority to purchase it in time, it will be open to Institutions / Department, or to any persons authorized by Institutions / Department, to purchase a substitute for the said product and to recover from the bidder the difference, if any between the price of the substituted articles and the price payable under this contract.
- 37. The opinion of the Tender Inviting Authority is final and binding on the bidder as to the availability of the articles in the local market or where it is not possible to purchase the product in time and as to the nature and quality of the substitute.

#### LIQUIDATED DAMAGES

- 38. (a) For any delay in delivery, Liquidated Damages at 0.5% per week or part thereof of the value of undelivered portion of the order will be leviable. Any delay beyond 4 weeks will attract cancelation of the contract along with **unexecuted fine @ 30%**. Also alternate purchase at the full risk and cost of the suppliers besides other penal action like Blacklisting will be initiated.
  - (b) The Tender Inviting Authority is entitled to accept the goods even after expiry of delivery period but it does not create any rights on the bidder to demand the Tender Inviting Authority to accept the goods delivered beyond the delivery period.
- 39. Non-performance of contract provisions will disqualify the successful tender to participate in the tender for the next 2 years from date of intimation besides forfeiture of security deposit.

#### WARRANTY

40. The tenderers shall supply goods under this tender new, unused and shall have no defect arising from material, workman ship or from any act of omission of the tenderer, that may develop under normal use of the supplied goods and shall provide warranty for a period of two years for non- consumables products. Failure to comply with the required standards shall render the supplier blacklisted and disqualified for supply for the next 2 years from date of intimation besides forfeiture of security deposit

#### **QUALITY TESTING**

- 41. Samples of supplies, if necessary in each batch will be chosen at the point of supply or distribution / storage points for analysis/testing/evaluation. The samples will be sent to different experts/ laboratories/ institutions for testing/evaluation/analysis as decided by the Tender Inviting Authority and the reports of such authorities shall be binding.
- 42. In the case of suppliers for which samples are chosen for testing, the supplies will be deemed to be completed only upon receipt of the quality certificates from the experts/laboratory/institutions. Samples which do not meet quality requirements shall render the relevant goods liable to be rejected. If the samples do not conform to statutory standards/literature/brochure, the bidder will be liable for relevant action under the existing laws and the entire product supplied should be taken back by the supplier within a period of 15 days of the receipt of intimation from the Tender Inviting Authority. The supplied product shall be taken back at the expense of the supplier. The Tender Inviting Authority has the right to destroy such substandard goods if the supplier does not take back the goods within the stipulated time. The supplier for the product shall be blacklisted and no further supplies accepted from him till he is legally cleared. The supplier shall also not be eligible to participate in TNMSC Ltd., tenders for supply of such product for a period of 5 subsequent years.
- 43. The decision of the Tender Inviting Authority or any Officer authorized by him, as to the quality of the supplied products shall be final and binding.

#### **FORCE MAJEURE**

44. Force majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such event may includes but are not limited to, acts of the purchaser's sovereign, wars or revolutions, fires, floods, epidemics, guarantine restrictions and freight embargoes.

#### **SAVING CLAUSE**

45. No suit, prosecution or any legal proceedings shall lie against the Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.

#### 46. RESOLUTION OF DISPUTES

- (i) The TNMSC Ltd., and the supplier shall make every effort to resolve, amicably by direct informal negotiation on any disagreement or dispute arising between them under or in connection with the contract,
- (ii) In case of a dispute or difference arising between the TNMSC Ltd., and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Chennai.
- (iii) Subject to the conditions mentioned in the Purchase Order, Tender Document,
  Agreement executed by the supplier and here under, the Supplier is entitled for
  the payment against supply. In case of any discrepancy in levy of LD, Penalty,
  Unexecuted Fine, Short Passing of Bills shall be intimated within 15 days from

the date of receipt of payment, failing which TNMSC Ltd., will not entertain any claim thereafter.

#### 47. APPEAL:

This tender is governed by the provisions of Tamilnadu Transparency in Tenders Act 1998 and the Rules there under.

- (i) Any Tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt of such appeal.
- (ii) No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the TNMSC Ltd.,

#### 48. CONTACTING THE TNMSC BY THE BIDDER

- (i) No bidder shall contact the *TNMSC Ltd.*, on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.
- (ii) Any effort by a bidder to influence the *TNMSC Ltd.*, in the *Purchaser*'s bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.
- (iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award

and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Scrutiny Committee, shall be sufficient reason to disqualify the bidder.

(iv) Not withstanding anything contained in clause (iii) above the Tender Inviting

Authority or the Tender Accepting Authority, may seek bonafide clarifications from

bidders relating to the bids submitted by them during the evaluation of bids.

#### 49. FRAUDULENT AND CORRUPT PRACTICES:

#### (1) FOR BIDDERS:

It is purchaser's policy to require that the bidders, suppliers and contractors and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. (In this context, any action taken by a bidder, supplier, contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper) In pursuance of this policy, the purchaser;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
  - (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 ("another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes staff and

- employees of other organizations taking or reviewing procurement decisions.
- (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 (a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution).
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ["parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level].
- (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 (a "party" refers to a participant in the procurement process or contract execution).

- (v) "obstructive practice" is
  - deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a 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
  - (bb) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause (e) below.
- (b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub-contractors engaged in corrupt, fraudulent, collusive, or coercive practices.
- (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent,

engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

#### (2) <u>FOR SUPPLIERS:</u>

If the TNMSC Ltd., determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the TNMSC Ltd., may, after giving 7 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the procurement will be made at the risk and cost of the supplier besides blacklisting the bidder for 5 years with forfeiture of Security Deposit apart from other penal actions.

- (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 to influence 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
  - 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
  - (bb) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for.

#### 50. JURISDICTION

In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Civil Court within the city of Chennai only and <u>official</u> <u>communicating language shall be Tamil (or) English</u>, even if any dispute is raised in any other fora.

#### **DECLARATION**

I / We declare that the sample can be subjected to any (or all) types of test	ing / evaluation
analysis, as is deemed fit by the Committee of Experts of TNMSC Ltd.,	
Sign	ature
Name	in Capital
Seal	
Attested by Notary Public.	

#### **DECLARATION FORM**

#### Bid Reference: 013/M(P)/MCHN-KIT/TNMSC/2021, Dt.10.02.2022

I / We	
have our	Office
at	_do declare that I/We have carefully read all the conditions of the bid
documents and hereby agre	e to all the conditions and to supply to the goods as per scheduled
delivery period of the purchas	e orders and abide by all the conditions set forth therein, for the supply to
Government Medical Institution	ns during the year 2018-2021.
	Signature :
	Date :
	Name of the firm and address

#### **ATTESTED BY NOTARY PUBLIC**

#### **Proforma for Performance Statement**

#### For Last Three financial years (ie., 2018-2019, 2019-2020 and 2020-2021)

Name of firm :				
Name of the product	Year	No. of batches manufactured and supplied.		Name and full address of the purchaser
1	2	3	4	5
	Si	gnature and seal of the Bi	dder	

## **Annual Turn Over Statement**

Th	ne Annual Turnover of M/.s		for the last three	
financial	years are given below and certified	that th	ne statement is true and cor	rrect.
SI.No.	Year		Turnove	er in Lakhs (Rs)
1.	2018 - 2019	-		
2.	2019 - 2020	-		
3.	2020 - 2021	-		
			Total - Rs	
	Average turnover per annum		- Rs	Lakhs.
Date:				ure of Auditor/ red Accountant
Seal.			(Na	me in capital)

## ANNEXURE - V Ref. Clause – 10 (u)

1)	l		son	of	aged	about
	years, Pr	oprietor /Part	ner* /Managi	ng Director* of		M/s.
		· · · · · · · · · · · · · · · · · · ·	(Name and	address of the	e tenderer) do hereby s	olemnly
	affirm and sincer	ely state as fo	ollows:-			
2)	The tenderer ha	as submitted	the tender	for the supply	of Maternal and Child	Health
	Nutrition Kits to acceptance.	TNMSC Ltd.	, under rate	contract systen	n for two years from the	date of
3)	equipment and tender inviting a	appliances uthority and appliances e	for which th there will no	ne sample/s ha t be any deviati	rtake to supply the itense, have been approved for in supply of the instruction in supply of the instruction by	by the uments,
4)	from the sample	approved by	tender invit	ing authority an at liberty to pro	uipment or appliances do d the literature submitted secute for breach of trus	d by the
Solemnly	affirmed at	this				
the	_ day of	20	and		BEFORE ME	
signed in	my presence.					
					Notary public	
* All partn	ers shall furnish a	ffidavit.				

\* Managing Director shall be authorized by the company by resolution and he shall swear

for the company and for himself

<sup>35</sup> 

# $\frac{\text{PROFORMA FOR SUBMISSION OF SAMPLES OF MATERNAL AND CHILD HEALTH}}{\text{NUTRITION KITS}}$

Name o	f the Bidder	:			
Address	5	:			
SI. No.	Code No. as per Tender Document	Name of the Product as per Tender Document	Model / Brand Name quoted by the bidder	Catalog number of the items quoted	Quantity of sample submitted

#### <u>AGREEMENT</u>

THIS AGREEMENT made the day of	Between Tamilnadu
Medical Services Corporation Limited, No.417, Pantheon Road, Egmore,	Chennai - 600 008.
(Name of purchaser) of (Country of Purchaser) (here in after "t	he Purchaser") of the
one part and (Name of Supplier) of (City and	d Country of Supplier)
(here in after called "the Supplier") of the other part :	

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz;. Supply of Maternal and Child Health Nutrition Kits in the tender Reference No.013/M(P)/MCHN-KIT/TNMSC/2021, Dated.10.02.2022 (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of ......(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

#### 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 Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.
- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - The Letter of Acceptance issued by the purchaser. (a)
  - (b) The Notice Inviting Tender
  - (c) The supplier's bid including enclosures, annexures, etc.
  - The Terms and Conditions of the Contract (d)
  - (e) The Schedule of Requirement
  - (f) The Technical Specification

- (g) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.
- 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 provide, 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.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

SI. No	Code No	Brief Description of Goods & Services	Tender Qty in Unit*	Unit Price	GST %	Total value inclusive of GST
	Total contract value					

<sup>\*</sup> Tender quantity indicated here is tentative and may vary subjected to various terms and conditions of the tender.

#### **DELIVERY SCHEDULE**

Should be delivered within 30 days from the date of purchase order.

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

Signed, Sealed and D	elivered by the
said	(For the Purchaser)
in the presence of Signature Name Address	
Signed, Sealed and D	elivered by the
Said	(For the Supplier)
in the presence of Signature Name Address	

#### PERFORMANCE SECURITY BANK GUARANTEE

(unconditional)

To: Tamilnadu Medical Services Corporation Limited (Name of *Purchaser*)

No.417, Pantheon Road,

Egmore, Chennai – 600 008.

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Supplier a Guarantee

ors

## TECHNICAL AND COMMERCIAL POINTS COMPLIANCE

SI.	Item description	Technical / Commercial Points Compliance
1	Mothers Health Mix (Vanilla Flavour) – 1 Kg	
2	Iron Syrup 200ml – 3 Nos	
3	Protein Biscuits - 500 Gms	
4	Albendazole De-Worming Tablets 400mg – 1 No	
5	Cotton Towel - 1 No	
6	Deseeded Date Fruit – 1 Kg	
7	Food Grade Cup – 1 No	
8	Plastic Basket with Two Handle - 1 No	

Signature / Name / designation of the authorized signatory:

#### ANNEXURE – X Ref. Clause – 15

# SUPPLY OF MATERNAL AND CHILD HEALTH NUTRITION KITS TO TNMSC LTD., UNDER RATE CONTRACT SYSTEM FOR TWO YEARS FROM THE DATE OF ACCEPTANCE

SI. No.	Code No	Name of the Products / Specification	Tentative Tender Qty
1	G1094	Maternal and Child Health Nutrition Kits  Each Kit Contains	23,88,000 Kits
		Mothers Health Mix (Vanilla Flavour) – 1 Kg Iron Syrup 200ml – 3 Nos Protein Biscuits - 500 Gms Albendazole De-Worming Tablet IP 400mg – 1 No Cotton Towel - 1 No Deseeded Date Fruit – 1 Kg Food Grade Cup – 1 No Plastic Basket with Two Handle - 1 No	

#### **TECHNICAL SPECIFICATION OF KITS**

#### 1. MOTHERS HEALTH MIX (VANILLA FLAVOUR) - 1 KG

## **Nutrient Value per 100 gms**

Nutrients	Composition
Energy	348 kcal (Min)
Carbohydrates	55 gm (Min)
Protein	20 gm (Min)
Total Fat	1.2 gm (Min)
Saturated Fat	1 gm (Min)
MUFA	0.1 gm (Min)
PUFA	0.1 gm (Min)
Cholesterol	100 mg (Max)
DHA	70 mg (Min)
Choline	80 mg (Min)
Vitamin A	1500 mcg (Max)
Vitamin E	100 mg (Max)
Vitamin D	30 mcg (Max)

Nutrients	Composition
Vitamin K	65 mcg (Max)
Folic Acid	200 mcg (Min)
Vitamin C	60 mg (Min)
Vitamin B2	0.8 mg (Min)
Vitamin B6	2 mg (Min)
Vitamin B12	1.6 mcg (Min)
Vitamin B1	0.9 mg (Min)
Niacin	17 mg (Max)
Sodium	690 mg (Max)
lodine	330 mcg (Max)
Calcium	1500 mg (Max)
Phosphorous	1500 mg (Max)
Potassium	500 mg (Min)
Chloride	450 mg (Min)
Iron	30 mg (Max)
Magnesium	207 mg (Max)
Copper	3.3 mg (Max)
Selenium	40 mcg (Min)
Zine	4 mg (Min)

Must be free from ingredients / additives which are contraindicated during pregnancy. The packing should be made in food grade Container (Not in glass bottle). To be supplied as 2 x 500grams per kit.

Test Certification : Government Approved Food Laboratory

## 2. IRON SYRUP 200ML - 3 NOS

The Ferrous form of iron – Ferrous Fumarate or Ferrous Glycine Sulphate is preferred.

Each 10ml of the Iron Syrup should contain 180-220mg of iron, 500mcg of Folic Acid, Essential Amino Acids like Histidine, Vitamins and Micronutrients like Zinc.

200ml Amber Coloured Glass Bottle.

Test Certification : Government Approved Drugs Testing Laboratory

#### 3. PROTEIN BISCUITS - 500 GMS

#### **Approximate Composition (per 100 gms)**

Protein 28-30 gm Fat 14-15 gm Polyunsaturated Fatty Acids 1-1.12 gm Monounsaturated Fatty Acids 5.5-5.88 gm Saturated Fatty Acids 6.-7.0 gm Trans Fatty Acids 0.0 gm Cholesterol 0.0 am Total Carbohydrate 45-48 gm Sugar (Sucrose) 20-23 gm Nicotinamide 10-14 mg Riboflavin 1.2-1.3 mg Thiamine HCL 0.8-1.1 mg

Energy Value : 418-438 kcal (1749-1834 KJ)

Packing : 500 gm with Tin pack

Must be free from ingredients / additives which are contraindicated during pregnancy.

Test Certification : Government Approved Food Laboratory

#### 4. ALBENDAZOLE DE-WORMING TABLETS 400MG – 1 NO

Albendazole Tablet IP 400mg - Single Tablet

Test Certification : Government Approved Drugs Testing Laboratory

#### 5. COTTON TOWEL - 1 NO

Yarn : 100% Fine Cotton

Yarn Counts : 2/20's x 2/20's Combed Yarn

Fabric GSM : 140

Towel Shall Weigh About : 120-130 gms Towel Measurement : 20" X 28"

Colour Option : White / Green / Pink / Blue

Reed : 40 Pick : 36

Test Certification : South India Textiles Research Association,

Coimbatore

#### 6. DESEEDED DATE FRUIT – 1 KG

Description: Deseeded Split Date Fruits (Minimum 1 inch in length) Grown from date palm. To be hygienically packed in food grade containers.

Dates must be free from disease and must not contain unripe fruits and must be free from fermentation, mould, insects and other foreign matter.

Must be free from additives which are not safe during pregnancy.

Test Certification : Government Approved Food Laboratory

#### 7. PLASTIC BASKET WITH TWO HANDLE - 1 NO

Plastic Basket with Two Handles

Length of the Basket : Top : 15" - 16"

Bottom: 12" - 14"

Width of the Basket

Top : Width : 11" – 12"

Middle: 10" - 11" Bottom: 8" - 9"

Handle Length : 22" – 24" Height of the Basket : 9" - 9.5"

Thickness Not Less than : 1.5mm – 2.0mm

Weight of the Basket : 660 – 680 gms

Colour Option : Fluorescent Green / Pink / Blue

Construction Material : Polypropylene

Test Certification : Central Institute of Plastic and Engineering

Technology (CIPET), Guindy, Chennai-32.

#### 8. FOOD GRADE CUP

Food Grade Cup with Handle

The Manufacturers for the respective product should have at least 3 years of market standing for products manufactured by them. Certification from Appropriate authorities to be submitted.

#### Name of the Product

- (i) Mothers Health Mix (Vanilla Flavour)
- (ii) Iron Syrup 200ml
- (iii) Protein Biscuits 500gms
- (iv) Albendazole De-Worming Tablets 400mg

## **DETAILS OF BUSINESS AND WAREHOUSE**

Name of the Tenderer and office Address	
Business Premises Address	:
Warehouse Address :	
Contact Person and Designation	:
Contact Person Mobile Number	:
PAN Number :	
TIN Number	:
Phone Nos.	:
Fax	:
E-Mail	:
Licence No. & Date	:
Issued by	:
Valid up to	:
Details of supply Capacity (Per Month)	:

**Signature of Authorized Person and Seal** 

## THE DETAILS OF BUSINESS PREMISES AND WAREHOUSE

Person In-charge of Business and Warehouse

Name	:	
Phone No.	:	
Mobile No.	:	
Nearest Land mark of Premises	:	
<u>Layout</u>		
Km from Airport	:	
Name of the Airport and City :		
Km from Railway Station	:	
Name of the Railway station and city	:	
Km from Bus Stand	:	
Name of the Bus Stand and City	:	
		Name & Designation of the Authorized Signatory

## FORMAT FOR EARNEST MONEY DEPOSIT BANK GUARANTEE

Wher	eas (hereinafter called "the Tenderer") has submitted its tender in the
Ref.No.013/N	M(P)/MCHN-KIT/TNMSC/2021, Dated.10.02.2022 dated (date of submission of
tender) for th	e supply of (name and/or description of the goods) (hereinafter called "the
Tender").	
KNO	W ALL PEOPLE by these presents that WE (name of bank) of
(name of cou	untry), having our registered office at (address of bank) (hereinafter called
"the Bank"), a	are bound unto (name of purchaser) (hereinafter called "the Purchaser") in
the sum of _	for which payment well and truly to
be made to the	ne said Purchaser, the Bank binds itself, its successors, and assigns by these presents.
Seale	ed with the Common Seal of the said Bank this day of 20
·	
THE CONDIT	<b>FIONS</b> of this obligation are :
1. If the	Tenderer
a)	withdraws its Tender during the period of tender validity specified by the Tenderer on the tender Form; or
b)	does not accept the correction of errors in accordance with the Tender; or

c) rejected on inspection for the compliance of Good Manufacturing Practice as per revised schedule-M of Drugs & Cosmetics Act.

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during

the period of tender validity:

a) fails or refuses to execute the Agreement if required; or

b) fails or refuses to furnish the security deposit, in accordance with the Instruction to

Tenderer;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written

demand, without the Purchaser having to substantiate its demand, provided that in its demand the

Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of

the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including Sixty (60) days after the period of the

tender validity, i.e. 180 days from the date of opening of the tender, and any demand in respect

thereof should reach the Bank not later than the above date.

(Signature of the Book)

(Signature of the Bank)

1 Name of Tenderer

## **CHECK LIST**

SI.	Description	Page No.	Yes	No
1.	Checklist – Annexure-XIII	1	<b>√</b>	
2.	Earnest Money Deposit			
3.	Duly attested photocopy of License for the product s duly approved by the Licensing authority for each and every product quoted (if Applicable).			
4.	Duly attested photocopy of Import License, Along with Sale License (if Applicable).			
5.	Joint Venture / Consortium Agreement			
6.	Constitution of the Firm			
7.	Authorization Like Powder of Attorney / Resolution of Board for signing tender documents of bid			
8.	Distribution / Sale License for products belonging to Drugs / Cosmetics and Food products duly approved by competent Authorities.			
9.	Details of Supplies made to Government / Government Organization with copies of purchase orders for last three financial years			
10.	Annual Turnover Statement for 3 Financial Years (Annexure-IV).			
11.	Copies of Balance Sheet and Profit Loss Account for Last 3 years.			

SI.	Description	Page No.	Yes	No
12.	GST returns from 01.01.2021 to 31.03.2021 (as applicable) along with GST registration copy of the tenderer.			
13.	Declaration for Sample testing (Annexure-I).			
14.	Declaration for acceptance of all tender conditions (Annexure-II).			
15.	Notarized Under taking form for Supply as per Specification (Annexure-V)			
16.	Details of Business and Warehouse Annexure-XI along with supply capacity per month			
17.	Proforma for Performance Statement (Annexure-III).			
18.	Technical and Commercial Points Compliance along with product brochure / literature (Annexure-IX)			
19.	The Tender document signed by the tenderer in all pages with office seal.			
20.	Signed and Sealed copy of the Corrigendum issued for the tender conditions (Issued If Any)			

#### TAMILNADU MEDICAL SERVICES CORPORATION LTD., CHENNAI - 600 008

# TENDER FOR THE SUPPLY OF MATERNAL AND CHILD HEALTH NUTRITION KITS TO TNMSC LIMITED UNDER RATE CONTRCT SYSTEM FOR TWO YEARS FROM THE DATE OF ACCEPTANCE

Break up of Landed price per unit

Annexure-XIV Ref. Clause 14

SI. No	Drug Code	Name of the Drug and Strength	Unit	HSN Code No	Basic Price Inclusive of Incidental Charge (Per Unit) (Rs.P)	Packing & Forwarding Charges (Per Unit) (Rs.P)	Freight and Insurance Charges (Per Unit) (Rs.P)	Customs Duty (Per Unit) (if Applicable) (Rs.P)	Total Landed Price (in Figure) (Per Unit) (5 + 6 + 7 + 8) (Rs.P)	Rate per Unit in Words (Exclusive of Tax)	SGST (% Only)	CGST (% Only)	IGST (% Only)	Drug Category
(1)	(2)	(3)		(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1	G1094	Maternal and Child Health Nutrition Kits Detailed Specification as per Annexure-X	Kits											В

Signature of the Authorized Signatory	:	
Name of the Firm / Company	:	
Manufacturing Premises Located at (State)	:	

#### TAMILNADU MEDICAL SERVICES CORPORATION LTD., CHENNAI - 600 008

## TENDER FOR THE SUPPLY OF MATERNAL AND CHILD HEALTH NUTRITION KITS TO TNMSC LIMITED UNDER RATE CONTRCT SYSTEM FOR TWO YEARS FROM THE DATE OF ACCEPTANCE

#### Break up of Landed price per unit

Annexure-XIV Ref. Clause 14

Split-up Details for Kit

SI. No	Drug Code	Name of the Drug and Strength	Unit	HSN Code No	Basic Price Inclusive of Incidental Charge (Per Unit) (Rs.P)	Packing & Forwarding Charges (Per Unit) (Rs.P)	Freight and Insurance Charges (Per Unit) (Rs.P)	Customs Duty (Per Unit) (if Applicable) (Rs.P)	Total Landed Price (in Figure) (Per Unit) (5 + 6 + 7 + 8) (Rs.P)	Rate per Unit in Words (Exclusive of Tax)	SGST (% Only)	CGST (% Only)	IGST (% Only)	Drug Category
(1)	(2)	(3)		(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
1	A	Mothers Health Mix (Vanilla Flavour) – 1 Kg	No											В
2	В	Iron Syrup 200ml – 3 Nos	No											В
3	С	Protein Biscuits - 500 Gms	No											В
4	D	Albendazole De-Worming Tablets 400mg – 1 No	No											В
5	Е	Cotton Towel - 1 No	No											В
6	F	Deseeded Date Fruit – 1 Kg	No											В

Note: The firms shall indicate the break up prices at Column 4 to 7 and 10, 11 separately and wording like "Included" shall not be substituted for the same.

#### TAMILNADU MEDICAL SERVICES CORPORATION LTD., CHENNAI - 600 008

# TENDER FOR THE SUPPLY OF MATERNAL AND CHILD HEALTH NUTRITION KITS TO TNMSC LIMITED UNDER RATE CONTRCT SYSTEM FOR TWO YEARS FROM THE DATE OF ACCEPTANCE

#### Break up of Landed price per unit

Annexure-XIV Ref. Clause 14

SI. No	Drug Code	Name of the Drug and Strength	Unit	HSN Code No	Basic Price Inclusive of Incidental Charge (Per Unit) (Rs.P)	Packing & Forwarding Charges (Per Unit) (Rs.P)	Freight and Insurance Charges (Per Unit) (Rs.P)	Customs Duty (Per Unit) (if Applicable) (Rs.P)	Total Landed Price (in Figure) (Per Unit) (5 + 6 + 7 + 8) (Rs.P)	Rate per Unit in Words (Exclusive of Tax)	SGST (% Only)	CGST (% Only)	IGST (% Only)	Drug Category
(1)	(2)	(3)		(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
7	G	Food Grade Cup – 1 No	No											В
8	Н	Plastic Basket with Two Handle - 1 No	No											В

56