



ज्वाइन्ट प्लान्ट कमिटी
(भारत सरकार द्वारा गठित)
JOINT PLANT COMMITTEE
(Constituted by Govt. of India)
An ISO 9001 : 2015 Certified Organisation

TENDER NOTICE

FOR

INVITING SEALED QUOTATIONS FOR

SUPPLY OF MEDICINES FROM ENLISTED PHARMACY OUTLETS

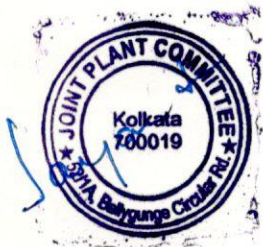
FOR EMPLOYEES OF

JOINT PLANT COMMITTEE (JPC) AT JPC, HQ

ISPAT NIKETAN

52/1A BALLYGUNGE CIRCULAR ROAD

KOLKATA – 700 019



इस्पात निकेतन, 52/1A, बालीगंज सरकुलर रोड, कोलकाता - 700 019

ISPAT NIKETAN, 52/1A, Ballygunge Circular Road, Kolkata - 700 019

Tel. No. : (033) 2461-4055/4058/4068. Fax No. : 2461-4063 E-mail : jpc.kolkata@gmail.com Website : jpcindiansteel.nic.in

INVITATION TO TENDER (ITT)

Sub : Inviting Sealed Quotations for supply of medicines from enlisted pharmacy outlets to JPC employees

Dear Sir / Madam,

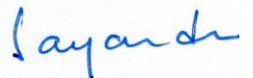
The Joint Plant Committee encloses herewith the Tender Document with details as given below :-

1.	ITEM DESCRIPTION	:	SUPPLY OF MEDICINES to JPC employees at JPC HQ, Kolkata
2.	Publication of advertisement	:	15 th September, 2023
3.	PRE – BID MEETING: Date & Venue	:	Date : 25 th September, 2023/ Venue : Joint Plant Committee, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019, at 2 p.m.
4.	LAST DATE/Time/ Place OF SUBMISSION OF THE TENDER	:	27 th September, 2023/ by 4.00 P.M./ Joint Plant Committee, Ispat Niketan, 1 st Floor, 52/1A Ballygunge Circular Road, Kolkata – 700 019
6.	DUE DATE & TIME FOR OPENING OF OFFERS PART- I & II – EMD & TECHNICAL BID PART- III – COMMERCIAL BID	:	28 th September, 2023 at 11.00 A.M.at JPC, HQ, Kolkata. The date and time of opening of the Commercial bid will be conveyed after opening of the Technical Bid
7.	EARNEST MONEY DEPOSIT	:	Rs 15,000/- (Rupees fifteen thousand only)
8.	Sale of Tender Document	:	Between 11 AM to 1.00 PM and 2:30 PM to 3:30 PM on all working days from Joint Plant Committee, 52/1A Ballygunge Circular Road, Kolkata – 700019 from 15 th September, 2023 to 26 th September, 2023 Or Download from www.jpcindiansteel.nic.in/ Cost of this paper is Rs.500/- (Rupees five hundred only). If the tender is downloaded from website, a separate Demand Draft of Rs.500/- may to be drawn from any Scheduled/Commercial/Nationalised Bank (except Cooperative and Gramin Bank), in favour of 'Joint Plant Committee', payable/en-cashable at Kolkata. This Demand Draft or the receipt of Rs.500/- may be inserted in the envelope of EMD.
9.	PERIOD OF CONTRACT	:	Two years from 1 st October, 2023 to 30 th September, 2025 extendable by one year at the discretion of JPC, on same terms & conditions.

You are requested to follow the guidelines in the Tender Notice and submit your rates accordingly.

Thanking you,

Yours faithfully,



(Sayan Sen)

DGM (DB&AS) I/c & I/c (HR&A)

Encl : As above

1. Scope of the Work

Sealed Bids are invited from reputed medical distributors registered under, The Indian Companies Act/Partnership Act/Societies Act for supply of medicines for JPC employees at the office of JPC, HQs in Kolkata on a daily basis as per requisitions made.

2. Period of Contract

Contract for supply of medicines for JPC employees at Kolkata will be valid for two years from 1st October, 2023 to 30th September, 2025 extendable by one year at the discretion of JPC, on same terms & conditions.

3. Submission of Tender

The Tender shall consist of the following :

Envelope I - Earnest Money Deposit (EMD)

Earnest Money Deposit (EMD) must be included in a separate sealed envelope superscribing "Earnest Money Deposit (EMD) of tender for SUPPLY OF MEDICINES FROM ENLISTED PHARMACY OUTLETS TO JPC EMPLOYEES at JPC H.Q. This should be in the form of a demand draft drawn on any Nationalised Bank only and in favour of 'Joint Plant Committee', for a value of Rs.15,000./- (**Rupees fifteen thousand only**). **The Earnest Money Deposit will not earn any interest.** If the bidder, after submitting tender, refuses to honor his/her offer or modifies the terms and conditions thereof in a manner not acceptable by Joint Plant Committee, the Earnest Money shall be liable to be forfeited. DD/Pay order drawn on cooperative banks will not be accepted and in case of such, the bid shall be rejected. Earnest Money Deposit will be returned to the unsuccessful bidders within 15 days of opening of bids. Should an Invitation to tender be withdrawn or cancelled by Joint Plant Committee, which it shall have the right to do at any time, the Earnest Money Deposit will be returned to the bidder. **Non submission of EMD in a separate envelope as already mentioned, will lead to the cancellation of the whole tender. The 2nd envelope of the Technical bid in this case will not be opened at all.**

Envelope II - Technical Bid

- a) *The Technical Bid must contain the following in one sealed envelope super-scribing "Technical Bid of SUPPLY OF MEDICINES FROM ENLISTED PHARMACY OUTLETS TO JPC EMPLOYEES at JPC, HQ" :-*
- I. Original tender document of JPC, duly signed, stamped on all pages as a token of acceptance of tender terms and conditions. This must be included in the Technical bid.
 - II. Copy of Valid Trade License and Drug License.
 - III. Self Declaration to certify that the Company must possess a computer aided billing system and use barcode reader or a superior system for billing purposes.
 - IV. Copy of Pan Card.
 - V. Self Declaration that no case is pending against the firm under the Drugs & Cosmetics Act 1940 and rules made thereunder as well as under Drug Price Control Order (DPCO).
 - VI. Self Declaration that the bidder has never been blacklisted by any central/state government department in the last four years and does not have any litigation pending with any of these departments.



Signature with date :
Name :
Designation :
Name of the Firm :
Seal :

- VII. Copy of Certificate of Registration under the Indian Companies Act/Partnership Act/Societies Act.
- VIII. Self Declaration that the proprietor or any partner of the participant or Director of their company, as the case may be, has any relation with any employee working with the Purchaser and if so, give the name of the employee and the relationship.
- IX. Copy of GST Certificate and number.

On winning the bid, a successful vendor must submit the following additional documents :

- (i) License to sell, stock or exhibit (or offer) for sale or distribute drugs by retail from the outlets of the vendor to JPC.
- (ii) Nomination of officers/representatives who will coordinate with JPC
- (iii) Details of Bank account to receive payment and ECS mandate
- (iv) Cancelled cheque of the bank account

Envelope III – Commercial Bid superscribing “Commercial Bid of tender for SUPPLY OF MEDICINES FROM ENLISTED PHARMACY OUTLETS FOR JPC EMPLOYEES AT JPC, HQ” must contain the following :-

- i) Filled up Price Bid – Annexure A :-
- ii) Bidder should indicate the discount offered on Maximum Retail Price (MRP) of the medicines, inclusive of all taxes, duties.
- iii) Price Bids submitted should be firm and unconditional as per the format given in Annexure-A.
- iv) Any conditional bid shall be rejected forthwith.

All the above three separate envelopes shall be enclosed in one large envelope, which shall be addressed to the DGM (DB&AS)l/c & l/c (HR&A), Joint Plant Committee, 52/1A Ballygunge Circular Road, Ispat Niketan, Kolkata – 700 019 super-scribing *Tender for rates/quotations for supply of Medicines from Enlisted Pharmacy Outlets for JPC employees at JPC, HQ.* super-scribing the Tender No. and date on the top left side of the cover.

The tender document should reach the above mentioned addressee on 1st floor of Ispat Niketan, on the date scheduled for submission within the stipulated time. Bids received after the scheduled time will not be opened.

4. Evaluation of Tender and Award of work

- a) The participating bidders may be present on the day and time of opening of the Technical bid.
- b) The EMD will be opened first. If this is found to be in order, only then will the Technical bids of the participants be opened. Technical bids of vendors who have not submitted their EMDs or have given faulty ones, without signature, etc. will not be opened at all. In such cases, the unopened bids will be returned to the concerned vendors, present at the spot. Or else, this will be mailed to the participant along with the EMD.
- c) In the next step, the envelopes of technically qualified vendors will be evaluated.



Signature with date :
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- d) Once evaluation is smoothly completed, the Commercial/Price Bids of only the technically qualified vendors would be opened. The date of opening of the Commercial/Price Bids will be conveyed to the technically qualified vendors only. The Price Bids of technically disqualified vendors will not be opened at all and returned to the concerned vendors.
- e) The bidder offering the highest discount will be selected. The basis of evaluation of tender will be the H1 rate only. Bidder should indicate the discount offered on Maximum Retail Price (MRP) of the medicines, inclusive of all taxes & duties. This discount shall be applicable for all the medicines to be supplied by the bidder.
- f) In case of a tie, the vendors in tie will be asked to quote once more on the spot. The vendor who quotes the highest discount rate at the spot, will be selected.
- g) JPC reserves the right to accept / cancel any / all Tender without giving any reason whatsoever.

“Considering the nature of the service sought vide this tender being a consolidated one, JPC is not in a position to consider allowing MSMEs to supply a portion upto 20% of requirement by bringing down their price to L1 price, where L1 is non-MSME and the MSME has quoted price within the price range of L1 +15 per cent.”

5. Validity of the Tender

Prices/discounts should be kept valid for 60 days from the date of submission of the Bid by the Bidder.

6. Period of Contract

Two Years from 1st October, 2023 to 30th September, 2025 extendable by one year at the discretion of JPC, on same terms & conditions.

7. Expected volume of business

The annual off-take / sale of medicines will be around Rs. 15 lakhs (Rupees Fifteen Lakhs only) in JPC, HQ, Kolkata. In case the amount falls short, the discount rate quoted in the Price Bid, will not be changed and will remain same.

8. Deliverables by the vendor:

- I. The successful participant will have to supply medicines to JPC employees from their nearest listed outlets based on requisitions made vide phone/messages/whatsapp/prescription to the representative of the vendor, who is assigned to handle JPC, without delay on the same date. If the requisition is made till 12:30 p.m., medicines must be delivered by 4.00 p.m. on the same day.
- II. Medicines not available at the Pharmacy will have to be retrieved from the vendor's warehouse/external agencies and delivered within 24 hours (excepting holidays) from the time of receipt of requisitions made by JPC.
- III. Emergency medicines should be supplied within three (3) to five (5) hours from the time of requisition made by JPC.



Signature with date :
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- IV. Medicines that are mutilated or expired or are in damaged packages, will be returned immediately on the spot and the vendor has to supply fresh stock within the next working day.
- V. Medicines will be returned, subject to change of dose/compositions/ withdrawal as informed by the individual or prescribed by the Consulted Physician. Charge for these has to be refunded.
- VI. All medicines including those for cardiac problems, blood pressure, diabetes, lipid lowering agents etc. and other such life supporting drugs should be within at least nine months' expiry from the date of supply.

9. Mode of Operation of Pharmacy in tandem with JPC

- a) Requisition of medicines of all employees will be sent vide phone/messages /whatsapps/prescriptions to the pharmacy after procuring approval of JPC's Medical Consultant.
- b) The designated officers of the HR&A Dept. of JPC will obtain approval from JPC's Medical Consultant through message/whatsapp/prescription. Once approval is received from the Medical Consultant vide message/whatsapp/prescription, the requisition for the approved medicines will be sent to the Pharmacy also through phone/messages/whatsapp/prescription. Each requisition should bear the name of the concerned employee and their employee numbers. The requisitions/receipts sent would bear the details of the concerned employees his/her dependant/s.
- c) The vendor will bring the medicines in name of concerned employees and hand over to them from a designated place at JPC HQs.
- d) If the concerned employee is not present, on the day of delivery of medicines, these will have to be handed over to the employee who has been authorized by the former or as considered suitable by the office.

10. Terms of Payment

- a) The pharmacy shall submit a consolidated bill in triplicate on monthly basis. The payment will be released through ECS within fifteen working days on submission of consolidated bill. The bill should be legible in all copies. JPC will pay the amount as read from the bill only.
- b) The representative signing the Tender Form or any document forming part of the contract on behalf of the bidder shall be deemed to warranty that he has authority to sign such documents.

11. Penalty/Termination

- a) Liquidated Damages: In case, the vendor is unable to procure and supply the desired medicine within 48 hours, a penalty of 10% per day on the cost of medicine/s will be levied, to a maximum of next 72 hours, failing which the medicine will be procured from an external agency at the risk and cost of the contracting vendor. The payment or deduction of such damages shall not relieve the supplier from the contractual obligations to complete the supply or balance portion thereof in time as stipulated in the Contract.
- b) Three (3) successive failures as mentioned above in cases of late supply of medicine and also for non-cooperation / unprofessional behavior / violation of terms & conditions of the tender on the part of the representative of the vendor and/or the vendor himself/herself, will lead to suo moto termination of the contract. A notice of one month will be served by JPC in this case and EMD will be forfeited.



Signature with date :
Name :
Designation :
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c) The successful bidder shall be required to adopt fair business practice by exhibiting the MRP inclusive of all taxes, discounted amount and net payable amount, and the batch number, date of expiry, of medicine in the invoice/cash memos submitted to JPC for release of payment and shall adhere to any other instructions issued by JPC from time to time, in this regard.

12. Arbitration: Any dispute or difference whatsoever arising between the parties and/or relating to the construction, interpretation, application, meaning, scope, operation or effect of this contract or the validity or the breach thereof, shall be settled by arbitration in accordance with the Rules of Conciliation & Arbitration 2003 of SCOPE Forum of Conciliation & Arbitration and the award made in pursuance thereof shall be final and binding on the parties. The venue shall be the JPC's premises or as decided by the arbitrator.

13. Conciliation: Any dispute or difference whatsoever arising between the parties relating to or arising out of contract, shall be settled first by conciliation in accordance with the Rules of Conciliation & Arbitration, 2003 of SCOPE (Standing Conference of Public Enterprises) Forum of Conciliation & Arbitration and the settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties. The venue shall be the Purchaser's premises as specified in the Contract.

14. In case of a difference in interpretation of any clause, JPC's decision will be final and binding on both parties.

15. Force Majeure : In the event either or both the parties to the contract is/are prevented from discharging his / her obligation(s) under the contract by reason of one or more of the events such as arrest(s), restraint(s), by government of people, blockade(s), revolution(s), insurrection(s), mobilization(s), strike(s), lockouts(s), civil commotion(s), riot(s), accident(s), act(s) of God or other natural calamities or on account of any other act(s) beyond the control of the parties, the time of the delivery shall be extended by the period equal to the period of delay/constraints occasioned by one or more of the aforesaid Force Majeure conditions.

On the occurrence of any of the above Force Majeure conditions, the party concerned shall notify the other party in writing of such occurrence(s) within 10 days of Force Majeure stating therein (i) the date of occurrence(s) of Force Majeure disability, (ii) the nature of such Force Majeure disability, along with an official declaration released by the concerned State certifying the fact of the Force Majeure condition during the period.

In the event of the Participant/Bidder invoking the Force Majeure condition(s), JPC shall have the option to cancel the contract for the reason of any or all of the Force Majeure conditions notified by the Participant/Bidder without being liable to pay any compensation whatsoever to the Participant/Bidder.

16. Sub-contracts: The vendor shall not assign or sub-contract in whole or in part the contract in any manner except with the prior approval of JPC.

17. Amendments: No variation in or modification of the terms of the contract shall be made except by written amendment signed by JPC.

18. Compliance with all Laws: The selected Participant shall be responsible and shall ensure compliance norms with all laws applicable and related to pharmacy & medicines. This will include inter-alia, rules, regulations, by-laws and orders of the appropriate authorities and statutory bodies and may be enforced from time to time during the currency of the contract.



Signature with date :
Name :
Designation :
Name of the Firm :
Seal :

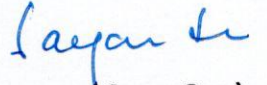
19. In case of cancellation of contract with the vendor, if the latter fails to abide by duties as per the terms of the Tender Report or work order, the job may be given to the vendor who had made the next highest bid, who will have to work at the H-1 rate according to the same terms and conditions. This may be done without going for a fresh tendering procedure in order to save time and to facilitate proper working of the Committee.

For any clarification on Scope of Work, please contact :

Smt. Mahua Maitra, AGM (DB&AS) & (HR&A), JPC, Tel No: 033 2461 4055/ 56/58

Thanking You,

Yours faithfully,



(Sayan Sen)

DGM (DB&AS)/c & I/c (HR&A)

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :

**Commercial Bid of tender for SUPPLY OF MEDICINES FROM ENLISTED
PHARMACY OUTLETS FOR JPC EMPLOYEES AT JPC, HQ**

Tender No. & Date :

NAME OF THE BIDDER :

DESCRIPTION	PERCENTAGE (%) IN FIGURES	PERCENTAGE (%) IN WORDS
FLAT DISCOUNT ON MAXIMUM RETAIL PRICE (MRP) WHICH IS INCLUSIVE OF ALL TAXES, DUTIES, ETC.		
GST NO.		
GST %		
HSN Code		

For and on behalf of Bidder

(Signature & Stamp of Authorized Signatory)

Sayande

Signature with date :
Name :
Designation :
Name of the Firm :
Seal :