(A Govt. of India Enterprise)

Tender Notice No: QT03/PUR/2014-15

Date: 05.02.2015

#### Tender Enquiry Form under Two Bid system

- Last Date and Time for Receipt Of Bid: 19.02.2015 up to: 2.00 PM
- Date & Time of Pre Bid Meeting: 09.02.2015 @ 11.00AM
- Date of Opening of Technical Bid: 19.02.2015 at 04.00 P.M
- 1. Sealed and Super scribed tenders under Two Bid Systems (Techno-Commercial) in the prescribed form are invited from Manufacturer(s)/Authorised Agent(s) for the supply of "AMOXYCILLIN TRIHYDRATE (IP/BP) (COMPACTED)" to our Maniktala Factory for the months (February to April 2015).

#### Detail specification of the item:

AMOXYCILLIN TRIHYDRATE (I.P /B.P) (COMPACTED) DESCRIPTION -> WHITE OR ALMOST WHITE, CRYSTALLINE POWDER SOLUBILITY -> TO COMPLY IDENTIFICATION -> A OR B,C PH -> 3.5 -- 5.5 APPEARANCE OF SOLUTION -> TO COMPLY RELATED SUBSTANCES -> AUC WITHIN LIMIT N,N-DIMETHYLANILINE. -> NMT 20 PPM **HEAVY METALS -> NMT 20 PPM** SPECIFIC OPTICAL ROTATION -> +290 DEGREE TO +315 DEGREE SULPHATED ASH -> NMT 1.0 % WATER. -> 11.5 -- 14.5 % ASSAY ( DRIED BASIS ) -> 97.0 -- 100.5  $\,\%$ **BULK DENSITY** -> 0.95+/- 0.05 SIEVE ANALYSIS PASSES THROUGH MESH-25 -> 80.0 - 100.0 % SIEVE ANALYSIS PASSES THROUGH MESH-60 -> 45 % +/-6 %

- 2. The technical specification, approximate quantities and other terms and conditions are given in the Tender documents, which can be had only from our Purchase Dept., 168 Maniktala Main Road Kolkata 700054(Contact no.23202322/4155), on any working day from 05.02.2015 between 11.00 A.M to 3.30 NOON by paying Rs.300/- DD or Cash (Non refundable) for each tender in favour of Bengal Chemicals & Pharmaceuticals Limited payable at Kolkata. The DD should be drawn on a favouring Bengal Chemicals & Pharmaceuticals Limited, payable at Kolkata.
- 3. The details can also be had from our Website at www.<u>bengalchemicals.gov.in</u> The tenderers can download the documents from our website and in such case the tender fee should be paid by way of DD along with technical bid.
- 4. The last date & time of issue of Techno-commercial Bid documents will be up to 19/02/2015; 12 Noon. Completed tenders in sealed cover super scribed with Tender Nos. should reach Bengal Chemicals & Pharmaceuticals Ltd, 168, Maniktala Main Road. Kolkata  $700\ 054$  latest by 19/02/2015; 2.00 PM.

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- 5. Bengal Chemicals & Pharmaceuticals Ltd will not be responsible for any delay in transit.
- 6. The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened.
- 7. The date and time of opening of Price bid will be intimated separately. The Price Bids of Tenderers who do not qualify in the Technical bid evaluation will be returned unopened.
- 8. The Price Bid of new vendors and those under vendor development programme will be opened only after submission of sample and its QC report.

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Item name: AMOXYCILLIN TRIHYDRATE (IP/BP) (COMPACTED)

#### **TECHNO-COMMERCIAL BID**

DATE:

NAME & SIGNATURE OF THE APPLICANT

PLACE:

(WITH OFFICE SEAL)

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### CONTENTS OF BID DOCUMENT

#### I. INSTRUCTION TO BIDDERS:-

#### II. TECHNICAL BID FORMS

- 1. Schedule A Specification
- 2. Schedule B Minimum Eligibility Criteria
- 3. Schedule C Questionnaire General information of the

Manufacturer/Supplier.

- 4. Schedule D Terms & conditions.
- 5. Schedule E Questionnaire for minimum eligibility criteria.
- 6.Schedule F Specific Conditions.
- 7. Schedule G Questionnaire for Vendor Development.
- 8. Schedule H Declaration accepting Terms and Conditions of the Tender

#### **III. PRICE BID FORMS**

Schedule I - Rate Schedule for Maniktala Factory (Kolkata)

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#### **INSTRUCTIONS TO BIDDERS**

- 1. The Bid is intended to procure material as per specification in Schedule A.
- 2. The bid consist of two parts:
- A. Technical Bid
- B. Price Bid
- 3.The Technical Bid should be accompanied by Earnest Money Deposit (EMD) in the form of DD drawn in favour of M/s.BENGAL CHEMICALS & PHARMACEUTICALS LTD. payable at KOLKATA for a sum of Rs. 30,000/- failing which the Tender is likely to be rejected. The EMD submitted will be converted to Security Deposit and will be released at the end of contract period.
- 4. SSI units interested in availing exemption from payment of EMD/Tender fee should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC.
- 5. Technical & Price Bids should be in separate sealed covers. Technical and Price Bids shall be superscribed as "Technical Bid" and "Price Bid" on the respective covers in order to clearly identify between the two Bids. These two bids should be submitted in a single sealed cover with the respective Tender No. Mentioned thereon, complete in all respect, addressed to the DEPUTY MANAGER (PURCHASE), on BENGAL CHEMICALS & PHARMACEUTICALS LTD, 168, MANIKTALA, KOLKATA-700 054. Payable at KOLKATA on or before the due date and time mentioned in the Tender Notification. BCPL shall not be responsible for any delay, if any, in the delivery of the bidding document or non-receipt of the same.

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- 6. Bid submission / Bid opening dates:-
- a. The last date & time of receipt of Bids: 19.02.2015; 2.00 PM
- b. Date & Time of opening of Technical Bid: 19.02.2015; 4.00 PM
- 7. In the event of the date mentioned above being declared subsequently as holiday for the purchaser's office, the due date for submission and opening of bids will be the next working day at the same venue and time.
- 8. Bids received after the deadline for submission shall not be considered.
- 9. The Bidder is expected to examine all specifications, Instructions, Forms, terms and conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents or submission of a Bid not substantially responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the Bid.
- 10. Any clarification required will have to be obtained one week prior to the Date of opening of the Technical Bid.
- 11. A certificate/Declaration as given in Schedule H stating that ALL TERMS AND CONDITIONS of this Tender is acceptable should accompany the tender failing which the tender is likely to be summarily rejected.
- 12. The validity of the Technical Bid is for a period of one year and Price Bid shall be for a period of three months (2015).
- 13. The quantity mentioned herein is approximate for three months requirement with Staggered delivery and in case less or more quantity is required the suppliers Should be prepared to effect supply at short notice on the same terms and Condition.
- 14. (a) The Price Bid of those Tenderers who qualify in the Technical Bid only will be opened. The date and time of opening of price bid will be intimated.
- (b) The Price Bid of new vendors and those under vendor development programme will be opened only after submission of sample/Test Certificate and successful completion of plant trial as laid down in the vendor development protocol.
- (c) The Price Bids of Tenderers who do not qualify in the technical bid will be returned unopened.

TENDER NO:			
Schedule A			
Page 3 of 3			
Total Quantity required: About 3000KG			
a. Maniktala (Kolkata)			
We hereby agree to supply the above material as per the specification listed herein.			
PLACE:			
NAME & SIGNATURE OF THE APPLICANT DATE:			
DATE: (WITH OFFICE SEAL)			

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TECHNICAL BID

TENDER NO:

Schedule B

Page 1 of 2

Minimum Eligibility Criteria for qualifying in the Technical Bid.

### Item name: AMOXYCILLIN TRIHYDRATE (IP/BP) (COMPACTED)

- 1. The vendor should have in-house testing facility to check the product for BCPL Parameters and should be able to issue test certificate or its principal for each batch/lot.
- 2. The minimum annual turnover of the bidder (Manufacturer/Approved Agents) should be Rs.1Crores. Vendors are may required to submit copies of P & L and balance sheet relating to the last three years in support of their claim.
- 3. The vendor should be a manufacturer/authorized agent. In the case of an authorized agent, the following documents may be enclosed (Not mandatory).
- a. Letter from the manufacturer authorizing them to participate in the tender should be furnished.
- b. Letter from the manufacturer stating that the product being offered is as per the specification given in Schedule A of the tender.

#### NOTF: -

- a. Vendors whose name appear in our list of approved vendors shall stand qualified in the Technical Bid, if they meet the above minimum eligibility criteria and quality of the material is approved for our consumption.
- b. (i) Vendors other than (a) above fulfilling the minimum eligibility criteria shall be considered as vendor under development. They shall have to complete the vendor development protocol (approval of sample) for enlistment as an approved vendor.

TENDER NO:

Schedule B			
Page 2 of 2			
The price bids will be opened only after submission of sample and successfully passing. Order on such vendors shall be placed either at their quoted rate or the final L1 rate whichever is lower.			
c. Vendors who do not meet the minimum eligibility criteria shall be considered as DISQUALIFIED in the tender. Their Price Bid shall be returned unopened to them.			

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TENDER NO: SCHEDULE -C

Page 1 of 2

### QUESTIONNAIRE

#### (General information of the manufacturer / supplier)

- 1. Name & Address of the Supplier:
- (a) Telephone No.
- (b) Fax No.
- (c) E-mail Address
- (d) Name of contact person
- (e) Whether proprietary/partnership/ Limited company.
- (f) Specify whether SSI / MSME unit
- 2. How many years have you been in the: business of manufacturing/selling?
- 3. What is your annual production capacity?
- 4. Indicate the quantity you can supply BCPL: per month
- 5. What would be the minimum period: required to deliver the ordered quantity from the date of confirmed purchase order?
- 6. Have you been a supplier to any: Pharmaceutical Industry, if so give details of the name, address, quantity and values of orders received and executed during the last three year? (Attach separate sheet)
- 7. Kindly furnish the name and address of: the Transporter through whom the rejected material is to be returned on freight to pay basis (Ref. Clause D of Schedule D)

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TENDER NO: SCHEDULE -C Page 2 of 2 TECHNICAL BID QUESTIONNAIRE 8. Annual Turn Over during the: last 3 years? (Copy of P&L and Balance sheet to be attached.) 9. Details of tax registration:a) CST No.: b) TIN No. and VAT No.: 10. Name & Address of your Banker(s): 11. A/C no. & Swift Code: 12 Any other details: All the information provided herein is true & correct. PLACE: NAME & SIGNATURE OF THE APPLICANT DATE: (WITH OFFICE SEAL) TENDER NO:

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SCHEDULE -D

Page 1 of 5

### TERMS & CONDITIONS

- 1. The Tender should be completed in all respects. Incomplete tenders are liable to be rejected.
- 2. Unsealed Tenders received are liable to be rejected and this will be at the sole risk of the Tenderer.
- 3. The EMD of successful bidders will be converted to Security Deposit and will be refunded at the end of contract period.

4.

- (a) The quoted rate shall be valid for a period of mentioned months during which period no price escalation and no change in terms and conditions will be allowed on any ground.
- (b) In the event of failure on the part of the supplier to supply the material as per the delivery schedule or supply material at the agreed rate during the contract period, BCPL would procure the material from alternate source at the risk and cost of the supplier. In such cases, the additional cost incurred will be recovered from the supplier.
- (c) Failure to supply the material for any of the above reasons will also entail forfeiture of Security Deposit and even blacklisting of the supplier for a minimum period of one year.
- 5. Conditional tenders / tenders with deviation will not be considered.
- 6. The quantity mentioned herein is <u>approximate our three months requirement</u> and in case the company requires less/more quantity, the supplier should be prepared to affect supply at short notice at the agreed rate, terms and conditions.
- 7. <u>BCPL reserves the right to split up the quantity (in the ratio 60:40) and place the order on more than a supplier, if requires (a Order may be placed to L-2 bidder only if they matches with L-1 price). BCPL also reserves the right to accept or reject the offer without assigning any reason.</u>
- 8. The tender is liable to be suspended or cancelled at anytime at the discretion of the company without assigning any reason.

In the event of placing orders: -

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a. Sample should be submitted and got approved before effecting bulk supply.

TENDER NO:

SCHEDULE -D

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- b. Test Report of the product is to be attached with each consignment batch wise specifying therein the readings of the final test.
- c. In case of rejection the material should be taken back and replaced at supplier's risk and cost within 7 days of intimation from BCPL. The material found defective during online usage shall also be replaced at yours risk and cost within 7 days of intimation from BCPL.

#### The procedure in this regard would be as follows:-

- (i) Material shall be returned through the Transporter indicated in Schedule C or through our approved Transporter on freight to-pay basis.
- (ii) Alternatively the rejected material shall be destroyed at our end.
- (iii) The cost incurred for disposal of the rejected material shall be recovered from supplier.
- (iv) The supplier is required to replace the rejected material failing which Bengal Chemicals & Pharmaceuticals Ltd reserves the right to procure the material from alternate source(s) at supplier's risk and cost.
- (v) Making arrangements to lift the rejected items is entirely responsibility of the supplier. If the material is not lifted within specified period, the same would be handled as scrap & disposed
- d. A certificate confirming that the product offered is environment friendly i.e., non-hazardous to the environment is to be enclosed with the Techno-Commercial Bid.
- e. The supplier agrees to supply strictly as per the order terms in respect of quantity and quality. Bengal Chemicals & Pharmaceuticals Ltd reserves the right not to receive material beyond the delivery date given in the order.
- f. The supplier has to supply as per the rate quoted /agreed and other terms & conditions for a period of one year during which period no price escalation and no change in terms and conditions will be allowed on any ground.
- g. Acceptance of the delayed supplies and excess quantity is solely at the discretion of Bengal Chemicals & Pharmaceuticals Ltd. In the case of excess supply the excess

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quantity shall be returned back through the Transporter indicated in Schedule C (clause 5) or our authorized transporter on freight to pay basis.

h. The parties have to abide by delivery schedule given in the supply order strictly. Penalty @ 0.5% value of the materials per week of delay subject to a maximum of 7.5% of the value of the supply defaulted will be imposed if material is accepted by the company after the stipulated delivery period.

TENDER NO: SCHEDULE -D

Page 3 of 5

- i. BCPL reserves the right to inspect the facilities for GMP by their officials or by an authorized independent third party agency for compliance.
- j. All dispatch documents like delivery note/challan, packing list and invoice should contain the following details

Supply Order No. & date

Description of items as contained in the supply Order

Quantity dispatched

Manufacturing date.

Expiry date.

Total Number of packages/ serially numbered

Test certificate

BCPL's CST / TIN No.

The L.R No. should be intimated immediately after dispatch of the material bye- mail/fax

- I. The following information shall be stenciled or labeled on the exterior of the packing in bold letters, clearly visible, at least 50mm high with waterproof ink.
- I.Name of Product (as given in supply Order)
- Ii.Date of Manufacture (Monthly/Yearly)

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iii.Date of expiry. iv.Quantity V.Instruction off storage and handling vi.Name & Address of Manufacturer vii.Company's address in full Viii.All packages should be separately numbered and it should appear on top of the packages with proper labeling. m. The following documents should accompany the consignment a.Invoice in triplicate b.Delivery Note/Challan c.Packing List d.LR/AWB/---e.Material Safety Data Sheet (MSDS) f.Environment clearance certificate k. Mode of Transport shall be by road, unless otherwise specified. TENDER NO: SCHEDULE -D Page 4 of 5 I.a. Payment shall be made against 90 Days credit. (No PDC or any other form is applicable) (For arriving at L1, the price quoted against 90 days will be applicable. If a party quotes payment against delivery the price will stand corrected by 1.5% per 30days upward for comparison.)

m. The jurisdiction of any dispute, suits and proceedings arising out of this tender shall

be only in the court of Kolkata as the case may be.

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TENDER NO:

SCHEDULE - D

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INDEMINITY CLAUSE:

If the supplier fails to execute the order within the time prescribed for the delivery of goods ordered or violates or infringes the existing rates as agreed to as mentioned in the supply order, the supplier shall and will indemnify the company against all losses or damages whatsoever to be incurred or sustained including the legal cost or expenses incurred by the company by reason of non-delivery of goods at agreed quantity and rate with in the time specified in the supply order. The company will initiate legal action if the supplier fails to execute the supply order as per the schedule in the supply order for the actual loss suffered. No quantity tolerance will be permitted in this regard unless otherwise prior approval is taken by the company before dispatching any excess quantity supplied which shall be returned back on freight to pay basis at the risk of the supplier. Responsiveness of the Bid shall be at the discretion of BCPL.

The supplier shall have no right to change the quantity stipulated in the supply order. Bid pronounced Non Responsive by BCPL shall be summarily rejected.

The decision of BCPL will be final and no correspondence on this shall be entertained. We have read and understood the above conditions and agree to abide by the same.

PLACE:

NAME AND SIGNATURE OF THE APPLICANT

DATE: (WITH OFFICE SEAL)

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TENDER NO:

SCHEDULE -E

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TECHNICAL BID

#### QUESTIONAIRE TO BE FILLED FOR MINIMUM ELIGIBILITY CRITERIA

#### Item name: AMOXYCILLIN TRIHYDRATE (IP/BP) (COMPACTED)

Can you supply material as per our specification given in Schedule 'A'

2)Are you a Manufacturer/ Authorized	YES/NO
Agent	
3) In the case of an Authorized Agent,	YES/NO
i. Have you enclosed a letter of	YES/NO
confirmation from the manufacturer appointing you as the	
authorizing the agent valid for 2013-14	
ii. Also have you enclosed a letter from	
the manufacturer/Principal that the	
product being offered is as per the	
Specification given in Schedule A?	

- 4. What is your annual production capacity?
- 5. What is your annual turnover?

(Please enclosed copy of Annual Report of the year 2011-12, 2012-13 & 2013-14)

TENDER NO:

SCHEDULE -F Page 1 of 1 TECHNICAL BID SPECIFIC CONDITIONS FOR SUPPLY OF Item name Mode of Packing/Packing Size PACKING: item wise to be mentioned. PLACE: NAME & SIGNATURE OF THE APPLICANT DATE: (WITH OFFICE SEAL)

TENDER NO:
SCHEDULE -G
Page 1 of 1
QUESTIONNAIRE FOR VENDOR DEVELOPMENT
(TO BE FILLED BY NEW VENDORS)
NAME OF PRODUCT:
1. Name & Address of the Manufacturer:
(a)Telephone No.
(b)Fax No.
(c)E-mail Address
(d)Name of contact person
(e)(i) Whether proprietary/partnership/ Limited company.
(ii)Furnish Name/'s, address, phone nos. of Proprietor/ Managing partner/ M.D / Director's (Attach separate sheet)
(f)Specify whether SSI / MSME unit
2) Details of tax registration: -:
c) CST No.
d) TIN No. & VAT No.
3) Name & Address of your Banker(s) Account no. :
Swift Code
4) Annual Turn over

5) Do you have a Quality Control department? If yes, give the details of the facilities. : Yes/No				
6)a) Do you have inspection for incoming materials: Yes/No				
b) Do you have in process inspection facilities: Yes/No				
TENDER NO:				
SCHEDULE -G				
Page 2 of 2				
7) Do you have any accreditation: Yes/No (a) ISO 9000				
(b)Any National/International Laboratory/Authority Certification				
If 'Yes', give details along with a copy of certificate issued by them.				
8) Do you have an environmental policy / ISO 14001 certification? : Yes / No If yes, please give the details.				
9) furnish the details of testing equipments.				
10) Have you been assessed previously by BCPL: Yes/No				
11) List of customers				
a) Government Dept. / PSU's				
b) Private Sector				
12) Have you furnished the sample along with this format: Yes/No Place: NAME AN SIGNATURE OF THE VENDOR	D			
Date: Office Seal)				
This is to be filled up by BCPL, Maniktala Factory Kolkata				
Recommendation/Remarks of the committee				
Committee Members:				

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- 1. Head of Quality Control/Head of Technical Services and Material Testing
- 2. Head of User Department
- 3. Head of Purchase Department

TENDER NO:

SCHEDULE -H

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TECHNICAL BID

Item name: AMOXYCILLIN TRIHYDRATE (IP/BP) (COMPACTED)

#### **DECLARATION**

We confirm having read and understood all the specifications, instructions, forms, terms and conditions and other requirements of the above tender (both expressed and implied) in full and that we agree to abide by all without any deviation.

SEAL OF THE APPLICANT SIGNATURE

NAME AND ADDRESS OF APPLICANT

Contents of Price Bid Forms for: "AMOXYCILLIN TRIHYDRATE (IP/BP) (COMPACTED)".

Tender No:

Schedule 1 : RATE SCHEDULE FOR Kolkata (Maniktala)

PRICE BID - RATE SCHEDULE FOR SUPPLY TO MANIKTALA FACTORY (Kolkata).
NAME OF TENDERER:
ITEM:

QTY:

SI	Particulars	Maniktala Factory
No		Rs/Kg
	1)BASIC PRICE	,
	2) EXCISE DUTY (%)	
	3)CESS ON EXCISE DUTY	
	4) CST/VAT (%)	
	6)FREIGHT(If)	
	7).INSURANCE(If)	
	8)OTHERS,IF ANY, Please specify	
	TOTAL DELIVERED RATE(Rs/Kg)	
	Total(Rs)in words	

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MINIMUM TIME REQUIRED TO START THE SUPPLY AFTER RECEIPT OF LETTER OF INDENT/SUPPLY ORDERS:

VALIDITY: Three Months (February to April 2015)

Certified that the rate quoted will hold good for three months during which period no upward revision will be sought.

PLACE:

NAME AND SIGNATURE OF THE TENDERER

DATE: (WITH OFFICE SEAL)