TENDER DOCUMENT
(NOT TRANSFERABLE)

Tender Ref.No. 48/MPPHSCL/STI KITS/RC/2015, Dt.23-10-15

Madhya Pradesh Public Health Services Corporation Limited
(A Government of Madhya Pradesh Undertaking)

Invites

Online Tender for the Annual Rate Contract and Supply of STI KITs to Various Hospitals of Government of Madhya Pradesh for a Period of one Year

Madhya Pradesh Public Health Services Corporation Limited,
(A Government of Madhya Pradesh Undertaking)
Tilhan Sangh Campus, Arera Hills Bhopal 462011 (M.P.)
Phone: 0755-2527911
Website: www.health.mp.gov.in
Email id: procmpphscl@gmail.com

[For any further clarifications / queries on e-Tendering, e-Procurement Cell can be contacted at: Helpdesk: TCS helpdesk, 5th Floor , Corporate Zone, DB Mall , Arera Hills , Bhopal; Toll Free Nos.: **1800 2588 684** Mobile No. 8989685065 e-mail: eproc_helpdesk@mpsdc.gov.in]

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NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: 48/MPPHSCL/STI KITS /RC/2015 Dated: 23-10-15

(1) Managing Director, MPPHSCL invites Online Tenders from eligible and qualified bidders for supply of STI KITS to the various government hospitals of Madhya Pradesh:

(2) The Schedule of E-Tendering Activities are as under:

S. N.	Activity	Date and Time
1	Period of sale of Bidding Document	23-10-15 at 17:00 Hrs.
2	Date, time and venue of pre-bid meeting	07-11-15 at 14:00 Hrs.
3	End of Bid Submission	08-12-15 at 14:00 Hrs.
4	Opening of Technical Bid (online and Physical)	08-12-15 at 15:00 Hrs.

(3) Bidding documents may be viewed or purchased online by interested and eligible bidders from the website www.mpeproc.gov.in on the above mentioned dates after online payment of Tender fee of Rs. 5000 and applicable processing fee. Tender document may also be viewed from the website www.health.mp.gov.in

(4) The bidders are advised to register themselves on the e-procurement portal (www.mpeproc.gov.in) and obtain valid Class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000. The said website can be accessed for additional information about registration and use of Portal.

(5) Bidders can submit its tender online at www.mpeproc.gov.in on or before the key dates given above. The Physical copy of the Technical Bid only should also be submitted at the address below latest by date on 08/12 /2015. at 14:00 Hrs.

(6) All further notifications/amendments, if any shall only be posted on websites mentioned above.

Managing Director,
Madhya Pradesh Public Health Services
Procurement Corporation (MPPHSC) Limited
Bhopal

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ONLINE TENDER FOR THE ANNUAL RATE CONTRACT & SUPPLY OF STI KITS TO VARIOUS HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR

Managing Director, MPPHSCL, (here in after referred as **Tender Inviting Authority and also called the Tender Acceptance Authority** unless the context otherwise requires) invites online TENDER FOR THE ANNUAL RATE CONTRACT & SUPPLY OF **STI KITS TO** VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR FROM THE DATE OF SIGNING OF CONTRACT WITH THE SELECTED BIDDER. Bidders are requested to read the Tender Document carefully before submitting its bid.

1. **LAST DATE FOR ONLINE RECEIPT OF TENDERS.**

(a) The last date for online receipt of tenders shall be as per "**Schedule of E-Tendering Activities**" given above.

(b) The bid will be valid for a period of 180 days from the date of opening of Technical Bid and prior to the expiration of the bid validity the Tender Inviting Authority may request the bidders to extend the bid validity for further period as deemed fit.

2. **ELIGIBILITY CRITERIA**

a) Bidder shall be
(i) Manufacturer/ Authorized Dealer/ Authorized Distributer/ having valid an license/ Authorization letter for the manufacturer or direct importer having valid import license issued by competent authority.

b) The bidder have to submit a valid manufacturers licence of a valid cGMP as per revised Schedule 'M' issued by Licensing Authority and WHO-GMP inspection certificate in line with the WHO certification scheme, on pharmaceuticals being quoted, from the regulatory authority (RA) in India. Bidder should submit a valid (at the time of bid submission date) product wise Certificate of COPP/WHO-GMP issued by Regulatory Authority of State/ CDSCO, for each item offered.. Bidders having valid USFDA certificate for the Pharmaceutical Products are also eligible to participate provided, such certificate has been issued for the plant where said pharmaceuticals are being produced and is valid as on due date of submission of bids.

c) Bidder's Average Annual turnover in the last three years i.e.2012-13, 2013-14 and 2014-2015 shall not be less than **Rs. 2 Crores**. Further, turnover for the year 2013-14 should also be not less than **Rs. 2 Crores.**

d) Bidder/manufacturer should have **annual production capacity at least double the quantity of each item** mentioned in the tender document . If more than one drug is quoted, production capacity shall be calculated cumulative for

those particular formulations. It is mandatory to quote the tendered quantity. **If annual production capacity is less than the double the tendered quantity, bid is liable to be rejected**.

e) (i) Bidder should have at least 3 financial years Market Standing as on due date of bid submission for Pharmaceuticals being quoted in the tender.

ii) The imported product will be accepted in Generic/Brand Name with Govt. of MP Logogram affixed / printed along with specific requirement given in the specification.

f) Tender should not be submitted for the product/ products for which the concern / company has been blacklisted on quality grounds by Government of Madhya Pradesh or by any other State / Central Government organization.

g) The Company / Firm which has been blacklisted either by Tender Inviting Authority or by any State Government or Central Government Organization on quality ground should not participate in the tender during the period of blacklisting.

h) The bidder should give a notarized affidavit stating that "the company has not been blacklisted for the quoted product/firm by any State Government or Central Government Organization or by Government of Madhya Pradesh and has not been found guilty of supplying spurious drugs in last three years and are eligible to participate in the present tender." (Notarized Affidavit per Annexure IV). If the information provided in the affidavit is found to be incorrect at any stage, during and after the tender, action will be initiated as per the tender conditions apart from forfeiture of EMD and performance security deposit (if any).

3. GENERAL CONDITIONS.

Tender documents can be purchased only online from www.mpeproc.gov.in by making online payment. Alternatively, the tender document can also be downloaded from the website **http://health.mp.gov.in** for purpose of viewing only and it shall not be entertained as VALID download of tender document. To participate in tender bidder should complete stages of PURCHASE, DOWNLOAD & FINAL BID SUBMISSION through www.mpeproc.gov.in .Bid Submitted only on-line will be accepted. **No objections related to technical evaluation would be accepted after the price bid opening.** Any complaint made by a bidder against other bidders, if found unjust will be considered as an effort to disrupt the bidding process and the complainant may be panelized by forfeiting its EMD.

(i) Tender documents may be purchased only Online from www.mpeproc.gov.in on mentioned dates as in the KEY SCHEDULE given above. Tender inviting Authority will not be responsible in any

way for any delay.

(ii) All tenders must be accompanied with Earnest Money Deposit as specified in clause 4.1(a) of the Tender document. Scan copy of the earnest money instrument should be uploaded online. Bidders are requested to complete the process of online bid purchase / submission a day prior to closing in order to safeguard their participation.

(iii) Tenders will be opened online in the presence of bidders / authorized representatives who chooses to attend on the specified date and time at Meeting Hall ,Tilangsan Bhavan ,Bhopal -462 004.

(iv) (a) At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify the condition in Tender documents by an amendment. All the prospective bidders who have received the tender document will be notified of the amendment only through website, i.e. www.mpeproc.gov.in and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.

(b) **Any person who has purchased/downloaded the tender document should watch for amendment, if any, on the website of GOMP/www.mpeproc.gov.in and Tender Inviting Authority will not issue separate communication to them**.

Interested eligible bidders may obtain further information in this regard from the office of the Tender Inviting Authority or in person on the day of pre bid meeting.

4 TECHNICAL BID - COVER "A"

4.1 The bidder should submit the following documents as part of Technical Bid (Envelope-A). All documents should be signed and sealed by the bidder on each page. The Photocopies should be attested by the bidder and also be notarized on each page. **The price bid/financial proposal should not be submitted along with Technical bid**.

(a) Earnest Money Deposit shall be Rs 2,00,000/- in the form of unconditional irrevocable Bank Guarantee of a scheduled bank and should be pledged to Managing Director, MPPHSCL payable at Bhopal and valid for 180 days from the date of bid opening. No exemption from payment of EMD is permitted. **Also, details of the EMD have to be mentioned online and a scanned copy of EMD is to be uploaded online during e- tendering process at** www.mpeproc.gov.in**.** If bid opening date is extended by the tender inviting authority, un-conditional Irrevocable BG should also be extended by the bidder.

(b) Documentary evidence for the constitution of the company /Firm 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. The list of present Directors in the board of the Company duly certified by a Company Secretary of a Company/Practicing Company Secretary/Chartered Accountant to be furnished.

(c) The bidder should furnish attested photocopy of License for the product duly approved by the Licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. Items for which FDA do not issue manufacturing license but issue repacking license, firm should submit valid repacking license.

(d) Attested photocopy of import license (in Form 10 with Form 41), as per Rule 122A of the Drugs and Cosmetics Act 1940 (if the product is imported) should be furnished. The license must have been renewed up to date. A copy of a valid license for the sale of Drugs imported by the firms issued by the State Licensing Authority shall be enclosed. Original documents should be produced during for verification when demanded.

(e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the bidder should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the bidder should sign the tender documents.

(f) Authorization letter nominating a responsible person of the bidder to transact the business with the Tender Inviting Authority.

(g) Market Standing Certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years (Certificate should be enclosed with list of items) except for the drugs falling under the category of 'New Drug' as defined by CDSCO. In case of direct importer, market standing certificate issued by Chartered Accountant and evidence for importing the said items for the last three years such as bill of lading, bill of entry for last three years and certificate of analysis are to be produced.

(h) Performance statement of manufacture to establish 3 years market standing as per format in Annexure V.

(i) Non-conviction Certificate issued by the Drugs Controller of the State/Senior Drug Inspector certifying that the firm/company has not been convicted for the product (s) quoted and the license of drugs quoted (along with list of items) have not been cancelled during last three years. Such a certificate should not have been issued earlier than six month of due date of bid submission.

i) The bidder should submit a valid manufacturers cGMP as per revised Schedule 'M' issued by Licensing Authority and WHO-GMP inspection certificate in line with the WHO certification scheme, on pharmaceuticals being quoted, from the regulatory authority (RA) in India. Bidder should

submit a valid (at the time of bid submission date) product wise Certificate of COPP/WHO-GMP issued by Regulatory Authority of State/ CDSCO, for each item offered.. Bidders having valid USFDA certificate for the are also eligible to participate provided, such certificate has been issued for the plant where said pharmaceuticals are being produced and is valid as on due date of submission of bids.The bidder shall also furnish a notarized affidavit in the format given in **Annexure-III** declaring that the bidder complies the requirements of WHO-GMP whichever is applicable. All products, at the time of supply, should be WHO-GMP certified as per his/her bid.

(j) Annual turnover statement for 3 financial years i.e., 2012-13, 2013-14 and 2014-2015 in the format given in **Annexure-VI duly** certified by the Auditor.

(k) Copies of the Balance Sheet and Profit and Loss Account for the three years as above duly certified by the practicing Chartered Accountant.

(l) Latest Sales Tax Clearance certificate (as per form attached in **Annexure-I**).

(m) Undertaking (as in the proforma given in **Annexure-II**) for embossment of logo on strip of tablets, capsules, on vials, Ampoules, bottles, tubes etc. as the case may be, and for supply of tablets/capsules in strips as per conditions specified at Clause 13 herein duly notarized.

(n) Details containing the name and address of the WHO-GMP certified manufacturing premises where the items quoted are actually manufactured, its annual production capacity (formulation wise) etc. should be given in Annexure –X.

(o) The manufacturer (bidder) should furnish the formulation wise annual production capacity certificate either issued by Industries Department or by competent drug regulatory body.

(p) Details of technical personnel employed in the manufacture and testing of Drugs (Employee Name, Qualification, and Experience) as endorsed in license.

(q) List of items and their quantity quoted in duplicate (The name & Drug code of the Items quoted alone should be furnished and the rates of those items should not be indicated in this list), as shown in the Annexure-XIII.

(r) A checklist (Annexure XVI) indicating the documents submitted with the bid document and their respective page number shall be enclosed with the bid document. The documents should be serially arranged as per Annexure –XVI and should be securely tied and bound. All pages of bid document should be numbered.

4.2 All documents enclosed with the bid document should also be signed by the bidder. For online bidding scan copy of needful documents in proper resolution should be uploaded online. Bidders are required to sign their bids online using Class III - Digital Certificates only, Contractors are advised to obtain the same at the earliest. **For any further clarifications / queries on e-Tendering, e-Procurement Cell**

can be contacted at Toll Free Nos.: 18002588684 and e-mail: eproc_helpdesk@mpsdc.gov.in]

4.3 For physical submission, the above documents should be submitted in a sealed envelope duly Superscribed as "Technical bid – Envelop-A "a" - tender for the supply of SIT KITS to various hospitals of Government of Madhya Pradesh) for a period of one year to be opened on _____ at ____ hrs.[fill date and time as per NIT]"

5. Price Bid (Envelope code 'C') (Online)

Price Bid (Envelope code 'C') has to be submitted online only. No price bid should be submitted manually otherwise bid shall be liable to reject. Online PRICE BID - COVER C

5.1 There should not be any alteration or condition in the tender. If the same is found then tender is liable to be cancelled.

i. In determining the lowest evaluated price, (the rate quoted per unit or landed price in Annexure-XVII) the evaluation shall include all central duties such as central excise duty as a part of the price but exclusive of sales tax.

ii. In evaluation of the price of articles which are subject to excise duty, the price has to be determined inclusive of such excise duty; for evaluation, price exclusive of the sales tax will be taken. In case a supplier claims CST/VAT, the amount so claimed shall be deducted from the invoice amount unless the proof of CST deposition is given by supplier. The amount deducted shall be deposited to respective sales tax authority and in lieu of the amount so deducted the respective form for refund shall be provided to supplier. The rate quoted in column 10 of **Annexure-XVII** should be for a unit and for the given specification. The bidder is not permitted to change / alter specification or unit size given in the **Annexure XVII**.

iii. The bidder shall necessarily quote the excise duty applicable and when the item is excisable.

iv. The bidder shall specifically mention **" EXEMPTED "** when the item is excisable but exempted for the time being, based on turn over or for any other grounds, by the notification issued by the Government of India

v. The bidder once quoted the excise rate is not permitted to change the rate/amount unless such change is supported by the notification issued by the Government of India or by the order of the court, after submission of Tender. The bidder who has quoted excise **"NIL" in ANNEXURE-XVII** and the item becomes excisable later, at the time of award of contract, will be eligible for payment only on production of invoices drawn as per Central Excise Rules.

6. OPENING OF TENDER

(a) All the bidders are entitled to be present at the date and time for opening of Technical Bid - Envelope "A" as per the online key schedule of the tender submitted by them.

(b) Bidders, who ar**e** found eligible on satisfying the criteria for technical evaluation and inspection, will only be invited to be present at the date

and time for online opening of Price Bid - Cover "B" of the tender. After technical bid opening any clarification required by the MPPHSCL **must be submitted as specified in the query letter** , after this period no application would be entertained. Also, bidder may view the opening status from their end itself.

7. **EARNEST MONEY DEPOSIT**

The EMD of Rs. 2,00,000/- shall be paid in the form of Unconditional Irrevocable Bank Guarantee issued by a Scheduled Bank (Pledged to Managing Director, MPPHSC), Madhya Pradesh. Also, Reference of the EMD is to be mentioned online and a scanned copy of EMD is to be uploaded online during e-tendering process at **www.mpeproc.gov.in** EMD should be valid for a minimum 180 days from the date of tender opening, payable at Bhopal. This should be enclosed with the tender in Cover A. Earnest money deposit in the form of demand draft/Cheque **/** Cash / Postal order will not be accepted. Purchaser will not pay any interest against the EMD deposited.

8. **EARNEST MONEY DEPOSIT EXEMPTION .**

(i) No exemption from payment of EMD is permitted. Tenders submitted without sufficient EMD and/or with short validity will be rejected.

(ii) The Earnest Money Deposit of the successful bidder may, at the discretion of Tender Inviting Authority, be adjusted towards the Security Deposit payable by him.

(iii) The Earnest Money Deposit will be refunded to the successful Bidders and those bidders who have matched the L1 rates within 30 days from the date of signing the contract agreement and on the deposit of Security deposit amount by them.

(iv) The Earnest Money Deposit of the unsuccessful bidders would be returned on execution of the agreement by the successful bidders or within 30 days after the expiry of the bid validity, whichever is later.

(v) The EMD will be forfeited if the bidder withdraws his bid during the period of bid validity.

(vi) The EMD will be forfeited, in case of the successful bidder who fails to execute the contract agreement and deposit the Security Deposit within the stipulated time.

(vii) The bidder whose manufacturing unit is found to be not complying with the quoted certification scheme (WHO-GMP (must furnish an affidavit in Annexure –III) during inspection ,will be levied with a penalty of Rs 50,000/- or the expenditure incurred by the purchaser (Tender Inviting Authority/ Ordering Authority) in such inspection, whichever is higher. This fine amount will be deducted without any notice.

9. Multiple/Alternative bids:

All those bidders shall be disqualified for all quoted products if any person

(s) (i.e partner (s) in case of a partnership firm, member (s) in case of a company or the proprietor in case of a proprietorship firm, as the case may be) holds 20% or more share (ownerships) in more than one bidding entities who have quoted for same product (s)".

10. **OTHER CONDITIONS**

10.1 The purchase orders under the Rate Contracts shall be placed by the competent authorities OF CMHO'S at district level of M.P. However, the purchase orders may also be placed by the Corporation and/or the authorities mentioned below. Supplier's first obligation would be to supply against the purchase orders placed by Medical Colleges.

a. Director, Medical Services
b. Chief Medical & Health Officer of the State
c. Chief Medical & Health Officer, Gas Rahat
d. Civil Surgeon cum Hospital Superintendent
e. Superintendent, Special Hospitals
f. Superintendents ,Gas Rahat hospitals

10.2 The details of the required drugs, medicines, etc., are shown in **Annexure-VII**. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority and/or Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination.

10.3 Tender has been called for in the **generic names of drugs.** The bidders should quote the rates for the generic products. The composition and strength of each product should be as per details given in **Annexure-VII**.

10.4 Rates (inclusive of Excise Duty, transportation, insurance, and any incidental charges, but exclusive of Sales Tax/CST) should be quoted for each of the required drugs, medicines etc., separately on door delivery basis (FOR Destination, at Stores) according to the unit ordered. Tender for the supply of drugs, medicines, etc. with cross conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful bidders.

10.5 Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

10.6 The price quoted by the bidders should be competitive / reasonable / prevalent in the country and shall not, in any case exceed the controlled price, if any, fixed by the **Drug Price Control Order (DPCO)/**Central/State Government and the

Maximum Retail Price (MRP). Tender Inviting Authority at its 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 at any stage (during the currency of the contract)

10.7 To ensure sustained supply without any interruption, the ordering authority reserves the right to split orders for supplying the requirements among more than one bidder.

10.8 The rates quoted and accepted will be binding on the bidder for full contract period of one year from the date of signing of agreement and any increase in price will not be entertained till the completion of this tender period. Accordingly this clause will be applicable for all orders placed during the contract period.

10.9 No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

10.10 The drug formulation like injection, oral drugs and tablets, rates should be quoted only for the composition stated in the tender. Cold chain is to be maintained for vaccine supply.

10.11 Supplies should be made directly by the bidder and not through any other agency drugs for which cold chain need to be maintained.

10.12 The bidder shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority. The bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/Firm does not allow for any such inspection their tenders will be rejected.

11. ACCEPTANCE OF TENDER

11.1 The tender evaluation committee will evaluate the tender with reference to various criteria and one of such criteria is that the rate per unit exclusive of Sales Tax/CST tax (landed price) for determining the L1 rate (Lowest rate).

11.2 Tender inviting authority reserves the right to accept or reject the tender for the supply of all or any one or more items of the drugs tendered for in a tender

without assigning any reason.

11.3 Tender Inviting Authority or his representative(s) has the right to inspect the factories of bidders, before accepting the rate quoted by them or before releasing any purchase order(s) or at the point of time during the continuance of the tender and also has the right to reject the tender or terminate /cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections.

11.4 The acceptance of the tenders will be communicated to the successful bidders in writing.

11.5 The rates of the successful bidders would be valid for one year as annual rate contract and can be extended by 3 months at the same terms and conditions of the contract.

12. SECURITY DEPOSIT AND AGREEMENT

12.1 On being informed about the acceptance of the tender and before signing the agreement, the successful bidder shall pay the 10% Performance Security Deposit of the contracted value in the form of unconditional irrevocable Bank Guarantee pledged to Managing Director, MPPHSCL), Government of Madhya Pradesh payable at Bhopal, valid for 18 months from the date of acceptance of the tender. The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by Tender Inviting Authority before releasing the purchase order.

12.2 The successful bidder shall execute an agreement (3 copies) on a non-judicial stamp paper of value of Rs.500/- (stamp duty to be paid by the bidder) within 15 days from the date of the intimation from Tender Inviting Authority viz. the Managing Director, MPPHSCL, Govt. of Madhya Pradesh informing that his tender has been accepted. The Specimen form of agreement is available in Annexure-IX and also available in the Website http://health.mp.gov.in

12.3 The bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

12.4 All notices or communications relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the bidder if delivered to him or left at the premises, places of business or abode.

12.5 If the successful bidder fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw his tender ,after the intimation of acceptance of his tender has been sent to him or owing to any other reasons ,he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority and he will also be liable for all such damages (such as cost

difference by giving order to other Supplier) sustained by the Tender Inviting/ordering Authority apart from blacklisting the supplier.

13. **SUPPLY CONDITIONS AND DELIVERY PERIOD:**

13.1 Purchase orders will be placed on the successful bidder by the Ordering Authority.

13.2 All goods must be of fresh manufacture and must bear the dates of manufacture and expiry. The Pharmaceuticals covered in Schedule P of the Drugs & Cosmetics Act should have maximum potency throughout the shelf life period as prescribed in the Act and rules therein . All other Pharmaceuticals supplied under the Contract will have (a) remaining a minimum of five-sixths (5/6) of the specified shelf life upon delivery at destination with a total specified shelf life of **more than two years** and (b) remaining a minimum of three-fourths (3/4) of the specific shelf life upon delivery at destination with a total specified shelf life of **two years or less**.

13.3 (a) Supply should be completed within 45 days from the date of purchase order. However, for injectable drugs supply can be completed within 60 days from the date of supply order.
(b) The supplier may continue the supply of unexecuted quantity after the 45th day, however, liquidated damages as specified in clause 18.1 and 18.2 of the tender conditions, will be levied on the quantity supplied after the 45th day. However, no supplies will be normally accepted after 60th day from the date of issue of the purchase order. In case of Injectable drugs above liquidated damage will be levied after 60 days.

13.4 The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders.

13.5 The Bidder must submit a Test Analysis report (Certificate of Analysis) from GoMP's/MPPHSCL empanelled lab/ GoMP's lab/ NABL accredited laboratory for every batch of drug along with invoice. In case of failure on part of the supplier to furnish such report, the batch of drugs will be returned back to the suppliers and the bidder is bound to replenish the same with Government approved lab test report. The Drugs and medicines supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

13.6 If the bidder fails to execute the supply within the stipulated time, the Tender Inviting/Ordering Authority is at liberty to make alternative arrangement for purchase of the items of drugs and medicines for which the Purchase orders have been placed, from any other sources or in the open market or from any other bidder who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the tender inviting authority /ordering authority has every right to recover the cost and impose the penalty in Clause 19. However, bidder may refuse to accept the supply order (s) if the bidder has already received orders, from the

Ordering Authority (ies), of the qty. equal to its annual production capacity. Unexecuted order (s) qty., due to non- supply of material beyond 60 days, shall not be counted. Such refusal of order (s) should be communicated to the ordering authority within 5 days of receipt of order to enable the authority to make alternative arrangements. No penalty shall be imposed in such cases. Beyond 5 days, it would be deemed that the bidder has accepted the supply order and all terms and conditions of the bid document shall be applicable.

13.7 The order stands **cancelled at the end of 91St** day from the issue of the purchase order after levying penalty on the value of the unexecuted order. However, for Injectable drug the order stands **cancelled at the end of 91st day**. Further, the bidder shall also be liable to pay other penalties as specified under Clause 19. Security Deposit of such suppliers shall also be forfeited besides taking other penal action like blacklisting from participating in present and future tenders of the tender inviting authority etc.

13.8 It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt in the respective district of the ordering authority. Tender inviting authority is not responsible for the stock of the drug received, for which no order is placed.

13. 9 the bidder shall take back drugs, which are not utilized by the tender inviting Authority within the shelf life period based on mutual agreement.

13.10 If at any time the Bidder has, in the opinion of the Tender inviting authority/ordering authority, delayed the supply of drugs due to one or more reasons related to force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events, the time for supplying the drugs may be extended by the Tender inviting authority/ordering authority at its discretion for such period as may be considered reasonable. However such extension shall be considered only if a specific written request is made by the Bidder within 7 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, powercut and labour disputes.

13.11 The supplier shall not be liable to pay LD/penalty and forfeiture of the performance security for the delay in executing the contract on account of the extension of the supply period on the ground of force majeure events.

14 LOGOGRAMS

Logogram means, wherever the context occurs, the design as specified in **Annexure-II. The name of the drug shall be mentioned in Hindi and English both.**

14.1 Tenders for the supply for Drugs and medicines etc., shall be considered only if the bidder gives undertaking in his tender that the

supply will be prepared as per the specifications such as strength, minimum size and packed with appropriate size of strips/blisters and with the logogram of proportionate size either printed or embossed on the tablets and capsules, bottles etc., as per the design enclosed as per **Annexure-II.**

14.2 All tablets and capsules have to be supplied in standard packing specified in the specification of the KITS strip or blister packing (and/or as per pack size mentioned in Annexure VII & VIII as per clause 14.1) with printed logogram of proportionate size and shall also conform to Schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.

14.3 Vials and Ampoules containing the items tendered for should also carry the printed logogram of proportionate size and as specified previously.

14.4 Failure to supply Drugs etc., with the printed logogram of proportionate size will be treated as a breach of the terms of agreement and action will be taken to blacklist the product and /or liquidated damages will deducted from bills payable as per condition in Clause 18(4). Bidders who are not willing to agree to conditions above will be summarily rejected.

15. PACKING

15.1. The Drugs and medicines shall be supplied in the package specified in **Annexure-VII and Annexure-VIII** and the package shall carry the logograms specified in **Annexure-II**.

15.2 As bar coding is enforced by Government of India, the bidders will have to comply with those conditions by supplying the items with 2D bar coding as per GS1 standard should be done on tertiary and Secondary packing of the supplies as per the specifications given in **Annexure-XIV.**

15.3 The minimum size of tablets should be 6.4 mm diameter. Failure to comply with this condition with this shall lead to non-acceptance of the goods besides imposition of penalties. In special cases where size does not permit or is impossible to do so, permission can be sought from tender inviting authority.

15.4 The packing in each carton shall be strictly as per the specification mentioned in **Annexure-VIII**. The outer carton should be of white board with a minimum of 300GSM with laminated packing for the strips, blisters, ointments, creams etc. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.

15.5 The caps of bottle preparations should not carry the name/logo or trade mark of the supplier.

15.6 The labels in the case of injectable should clearly indicate whether the preparations are meant for Intravenous (IV), Intra Muscular (IM), Subcutaneous (SC), etc.

15.7. The capsule shall have the name of the drug, in addition to the logo.

15.8 it should be ensured that only first hand fresh packaging material of uniform size including bottle and vial is used for packing.

15.9 All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.

15.10 Packing should be able to prevent damage or deterioration during transit.

15.11 In the event of items of drugs supplied found to be **not as per specifications in respect of their packing**, the Tender Inviting Authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 20.

16. QUALITY TESTING

16.1 Samples of supplies in each batch will be tested at supplier's lab as well as at GoMP's/MPPHSCL empanelled lab/ GoMP's lab/ NABL accredited laboratory as specified at clause no.13.5 above at the cost of supplier (s). Subsequently on receipt of materials, the batch wise sample (s) may also be done by the Ordering Authority to GoMP's empanelled lab/ GoMP's lab/ NABL accredited lab. The responsibility of sending samples expeditiously, on receipt of material, to above labs rests with the Ordering Authorities. Payment shall only be made after receipt of internal 'Certificate of Analysis' (QA report) from supplier(s) from above mentioned test laboratories. The drugs sample can also be taken by State Drug Authority for pre-dispatch inspection and later from user points for testing purpose. If QA testing fails, the supplier (s) shall bear the actual expenditure incurred for the testing and the same shall be deducted from the bills or the performance security.

16.2 The Drugs shall have the active ingredients at the maximum permissible level throughout the shelf life period of the drug. The samples may be drawn periodically throughout the shelf life period. The supplies will be deemed to be completed only upon receipt of the

quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. If the sample is declared to be 'Not of Standard Quality' or spurious or adulterated or mis-branded, such batch/batches will be deemed to be rejected goods.

16.3 In the event of the samples of Pharmaceuticals supplied fails in quality tests or found to be not as per specifications the Tender Inviting Authority/ordering authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 19.

16.4 The supplier shall furnish to the purchaser the Evidence of bio-availability and/or bio-equivalence for certain critical drugs will be supplied by the Supplier upon request.

16.5 The supplier shall furnish Evidence of basis for expiration dating and other stability data concerning the commercial final package will be supplied by the Supplier upon request by the Purchaser.

17. PAYMENT PROVISIONS

17.1 No advance payments towards costs of Pharmaceuticals etc. will be made to the bidder.

17.2 The verification of the bills of the supplier and supplied drugs /Hospital goods would be done by the Stores in-charge at the facilities of the Ordering Authorities. On receipt and after verification of the goods, it would be entered in the stock register. Payments towards the supply of drugs and medicines will be made strictly as per the rules of the Tender Inviting Authority. The payments will be made by means of Cheque or through RTGS (Real time Gross Settlement)/Core Banking/NEFT. The Bidder shall furnish the relevant details in original (Annexure –XV) to make the payment through RTGS/core banking/NEFT. In order to ensure tracking payments the successful bidder who is awarded the contract must furnish details of dispatches, test certificates in State Drug Management Information System by uploading on http://sdmis-dhsmp.gov.in.

17.3 All bills/ Invoices should be raised in triplicate and in the case of excisable Drugs and Medicines; the bills should be drawn as per Central Excise Rules in the name of purchaser or in name of any other

authority as may be designated. On receipt of drugs and the analytical report regarding quality, the payment would be made by ordering authority within 45 to 60 days from the date of receipt of invoice (s), satisfactory QA report and all other relevant documents. In case a supplier claims CST/VAT, the amount so claimed shall be deducted from the invoice amount unless the proof of CST deposition is given by supplier. The amount deducted shall be deposited to respective sales tax authority and in lieu of the amount so deducted the respective form for refund shall be provided to supplier.

17.4 Payments for supply will be considered only after supply of the items of Drugs ordered in the Purchase Order PROVIDED reports of the Standard Quality on samples testing received from laboratories as mentioned in the tender document or Approved laboratories of Tender Inviting Authority.

17.5 If at any time during the period of contract, the price of tendered items 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 bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. 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.

17.6 (a) In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Drugs approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.

Similarly if there is any reduction in the rate of essential drug, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of essential drug will be deducted without any change in the basic price of the price structure of the drugs approved under the tender.

(b) In case of successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.

18. HANDLING, TESTING AND SUNDRY CHARGES:
DELETED

19. **LIQUIDATED DAMAGES AND OTHER PENALTIES**

19.1 If the supply reaches the designated places between 46th day and 60th day from the purchase order, liquidated damages will be levied at 0.5% per day for delayed supply between 46th day and 60th day, irrespective of the ordering authority having actually suffered any damage/loss or not, on account of delay in effecting supply.

19.2 If there is any unexecuted orders after 60th day from the date of purchase order, the order shall stand cancelled automatically after levying penalty @20% on the value of unexecuted order and such penalty is recoverable from any amount payable to the supplier.

19.3 If the complete supply or part thereof is received in damaged condition it shall not be accepted and shall be recorded on LR and Delivery Challan. Such damaged material should be replaced by the supplier within 30 days from the date of notifying on LR/Delivery Challan. In case of damage in the outer packing only, the supply will be accepted only after levying penalty of 1% on the total value of the supply to that destination place.

19.4 Suppliers are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these packing specifications separate damages will be levied @ 2% of the total value of the supply irrespective of the ordering authority having already suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in clause No 15.11. Details to be referred in clause no 14 and 15.

20. <u>DEDUCTION & OTHER PENALTIES ON ACCOUNT OF QUALITY FAILURE:</u>

20.1. If the samples do not conform to statutory standards, the Bidder will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Bidder within a period of 30 days of the receipt of the letter from Tender Inviting Authority/ordering authority. Such stock shall be taken back at the expense of the Bidder. The Tender Inviting Authority/ordering authority has the right to destroy such "NOT OF STANDARD DRUGS" if the Bidder does not take back the goods within the stipulated time. Ordering Authority will arrange to destroy the "NOT OF STANDARD DRUGS" within 90 days after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the drugs rejected till such destruction.

20.2 If any items of Drugs/Medicines supplied by the Bidder have been

partially or wholly used or consumed after supply and are subsequently found to be in bad odor, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of such articles or things will be recovered from the Bidder, if payment had already been made to him. In other words the Bidder will not be entitled to any payment whatsoever for Items of drugs found to be of "NOT OF STANDARD QUALITY" whether consumed or not consumed and the Tender Inviting Authority/ordering authority is entitled to deduct the cost of such batch of drugs from any amount payable to the Bidder. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.

20.3 For the supply of "NOT OF STANDARD QUALITY" drug to Government of Madhya Pradesh, the product shall be blacklisted by Government of Madhya Pradesh and no further supplier shall be accepted from them till the firm is legally discharged. The Bidder shall also not be eligible to participate in tenders of Tender Inviting Authority for supply of such Drugs for a period of five subsequent years. In addition, the Controller/Director of Drugs Control of concerned State will be informed for initiating necessary action on the Bidder in their State.

20.4 The Bidder shall furnish the source of procurement of raw material utilized in the formulations, if required by Tender Inviting Authority/Ordering Authority. Tender Inviting Authority/Ordering Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.

20.5. The decision of the Tender Inviting Authority, or any officer authorized by him, as to the quality of the supplied drugs, medicines etc., shall be final and binding.

20.6. Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.

20.7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the Bidder shall be liable to pay for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the Bidder or from his properties, as per rules.

20.8. Non performance of any of the contract conditions and provisions will

attract provisions of penalty/termination/blacklisting as stipulated in the tender documents.

20.9. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 13.11, Clause 15.11 and in Clause 16.3 penalty will be imposed on the supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority/Ordering Authority in making such purchases from any other sources or in the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.

(b) Aggrieved by the decision or levy of penalty by the Ordering Authority, the supplier can make a representation with the Managing Director, MPPHSCL. Aggrieved by the decision of the concerned Director, the supplier can take up the appeal with the Commissioner (Health).

20.10. In all the above conditions, the decision **of the Tender Inviting Authority, would be final and binding**, in case of any dispute regarding all cases under tender procedure or in any other non-ordinary situation and would be acceptable to all.

20.11 All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding

21. PURCHASE POLICY

The purchase policy of the ordering authority is in **Annexure-XII**. This policy is in addition to and not in derogation of the terms and conditions of the tender documents.

22. BLACKLISTING PROCEDURE

The procedure of the ordering authority for blacklisting is in **Annexure-XI**. This procedure is in addition to and not in derogation of the terms and conditions of the tender documents.

23. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against any officer/employee/person involved in tendering process at the purchaser's

end for anything that is done in good faith or intended to be done in pursuance of the tender.

24. RESOLUTION OF DISPUTES

(i) The purchaser and the supplier shall make every effort to resolve, amicably by direct informal negotiation 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 purchaser 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 Bhopal.

25. APPEAL:

(i) Any Bidder aggrieved by the order passed by the Tender Accepting Authority may represent to the Commissioner (Health) Government of Madhya Pradesh within 15 days from the date of receipt of order and Commissioner (Health) shall dispose the appeal expeditiously. In case the dispute is related to supply order the order date would be date as given in electronically generated e-order.

(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 purchaser.

26. CONTACTING THE PURCHASER BY THE BIDDER:

(i) No bidder shall contact the *Purchaser* 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 *Purchaser* 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 Inviting Authority or Tender Evaluation 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 evaluation committee, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

27. <u>FRAUDULENT AND CORRUPT PRACTICES:</u>

<u>For bidders:</u>

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

a) 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

b) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause (e) below

c) 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;

d) 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.

e) 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

f) 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.

<u>For suppliers:</u>

If the Purchaser determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser 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.

(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

(aa) 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.

28. JURISDICTION

In the event of any dispute arising out of the tender or orders such dispute would be subject to the jurisdiction of Court of Madhya Pradesh or Honorable High Court of Madhya Pradesh.

ANNEXURE-I
Ref. Clause No. 4.1. (m)

FORM OR CERTIFICATE OF SALES TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT.

(To be filled up by the applicant)

01. Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment. :

02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity. :

b. Places of business of the applicant (All places of business should be mentioned). :

03. The Districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished). :

04. a. Total contract amount or value of :

patronage received in the preceding three years.

Sl. No.	Financial Year	Turn over
1.	2012 - 2013	
2.	2013 - 2014	
3.	2014 - 2015	

b. Particulars of Sales - Tax for the preceding three years.

Year	Total T.O. be assessed Rs.	Total Tax assessed Rs.	Total Tax paid Rs.	Balance due Rs.	Reasons for balance Rs.
2012 - 2013					
2013 - 2014					
2014 - 2015					

c. If there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent :

d. Whether any penal action or proceeding for the recovery of Sales Tax is pending. :

e. The name and address of Branches if any: :

I declare that the above information is correct and complete to the best of my knowledge and belief.

Signature of applicant:

Address:

Date:

(To be filled up by the Assessing authority)

In my opinion, the applicant mentioned above has been/ has not been/ doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax - Officer
Deputy Asst.

NOTE: A separate certificate should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax Officer or Assistant Commercial Tax Officer having jurisdiction over that place.

ANNEXURE-II
Ref. Clause No. 13.1

DECLARATION

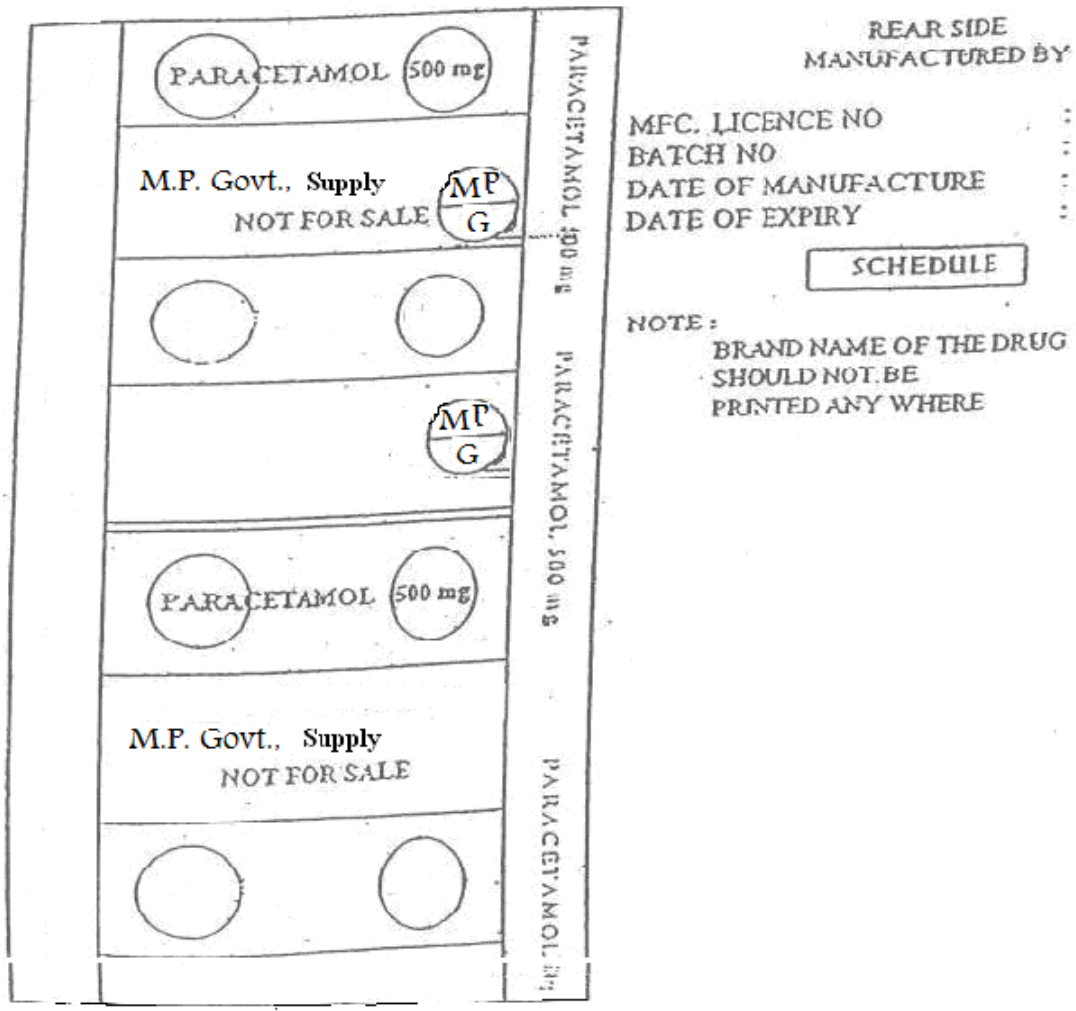
I do hereby declare that I will supply the Drugs and Medicines as per the designs given in enclosures to this Annexure and as per the instructions given in this regard.

Signature of the Bidder
Name in capital letters with Designation

Attested by Notary Public.

ENCLOSURE-I TO ANNEXURE-II REFER CLAUSE NO.4.1(n)
DESIGN FOR

DESIGN for STRIP



ENCLOSURE-II TO ANNEXURE-II
Ref. Clause No. 4 (1) (n) & Clause No: 14

DESIGNS FOR LOGORAMS

(ANY SPECIFIC INSTRUCTIONS BY DGCI ISSUED GOI, MOHFW ON REQUEST TO BE COMPLIED BY THE MANUFACTURER)

INJECTIONS

Injection in ampoule form should be supplied in Double constructed neck ampoules with the label bearing the words "**MP Govt. supply - Not for sale**" overprinted and the following logogram which will distinguish from the normal trade packing.

The vials should be supplied with aluminum seals containing the following logogram.

Please also add Logos of NHM and NACO here.

ENCLOSURE-III TO ANNEXURE-II

SPECIMEN LABEL FOR OUTER CARTON

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF DRUGS

MADHYA PRADESH GOVT. SUPPLY
NOT FOR SALE

logo of NACO & NHM

~~~~~~~~~~~~~~~~~~~~~~

(Name of Drugs etc.)

~~~~~~~~~~~~~~~~~~~~~~

CONSTITUENTS OF…….
Name of the Drug, Manufactured by, Batch no
Mfg. Date, Exp. Date, Quantity/Kit

Net. Weight : ……..Kg

Manufactured by/Assembled by

ANNEXURE-III

Ref. Clause No. 4.1 (j)

DECLARATION

I/We M/s._____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____and its Factory Premises at _____ do declare that I/We have carefully read all the conditions of tender in Ref. No. _____, for supply of STI KITS to various Government Hospitals of Government of Madhya Pradesh for a period of one year and accepts all conditions of the Tender including amendments/corrigendum subsequently issued by the Tender Inviting authority, if any

I/We declare that we possess the valid license and WHO-GMP Certificate issued by the Competent Authority and complies and continue to comply with the conditions laid in WHO-GMP certification scheme for pharmaceuticals products and the Rules made there under. I/We furnish the particulars in this regard in enclosure to this declaration.

I am/we are aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/or Security Deposit and blacklisting me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per WHO-GMP certification scheme

Signature :

Seal **Name & Address :**

To be attested by the Notary.

ANNEXURE-IV
Ref. Clause No. 2 (g)

DECLARATION

I _____ Managing Director / Director / Partner / Proprietor of M/s._____ having its manufacturing unit / registered office at _____ do hereby declare that we have not blacklisted either by Tender Inviting Authority or by any State Government or Central Government Organization for the following products quoted in the tender. We or our principles (in case of importers) have also not found guilty of supplying spurious drugs to any purchasing authority. I also declare that the Company has not a single case of supply of spurious medicines in past three years. We are eligible to participate in the tender ref. no. _____, for the following products.

Sl. No.	Drug Code	Name of the Drug

M/s._____

Company seal

To be attested by the Notary. (In 50- Rupees Stamp paper)

ANNEXURE-V
Ref. Clause No. 4.1 (h)

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 3 YEARS)

Name of firm_____

Sl.	**Name of the product**	**Year**	**No. of batches manufactured & supplied.**	**Batch No.**	**Name and full address of the purchaser**
	1	2	3	4	5
1.					
2.					
3.					

Note : The Tender Inviting Authority, or his authorized representative(s) has the right to ask/inspect Batch Manufacturing Records after the batches are offered for inspection and sampling or after delivery of the product(s). In case any inconsistency is observed the Tender Inviting Authority reserve the right to reject the batch and the firm may have to make good by offering a fresh batch of acceptable quality.

Signature and seal of the Bidder_____

Annexure-VI
Ref. Clause. 4.1 (k)

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s._____ for the past three years are given below and certified that the statement is true and correct.

Sl.No.	*Financial Year*	*Turnover in Lakhs (Rs)*
1.	2011-12	-
2.	2012-13	-
3.	2013-14	-

Total - Rs. _____ Lakhs.

Average turnover per annual - Rs._____ Lakhs.

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

Annexure VII

KIT 1
Azithromycin 1 gm &
Cefixime 400 mg
For
Urethral discharge, Ano-rectal discharge, Cervicits Syndromes and Asymptomatic infection Management
Manufactured in India
by IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT RTI/STI CLINICS

KIT 4
Doxycycline 100 mg + Azithromycin 1 gm
For
GENITA KIT 4 Doxycycline 100 mg + Azithromycin 1 gm
For

GENITAL ULCER DISEASE – Non-HERPETIC SYNDROME
Manufactured in India by IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT RTI/STI CLINICS

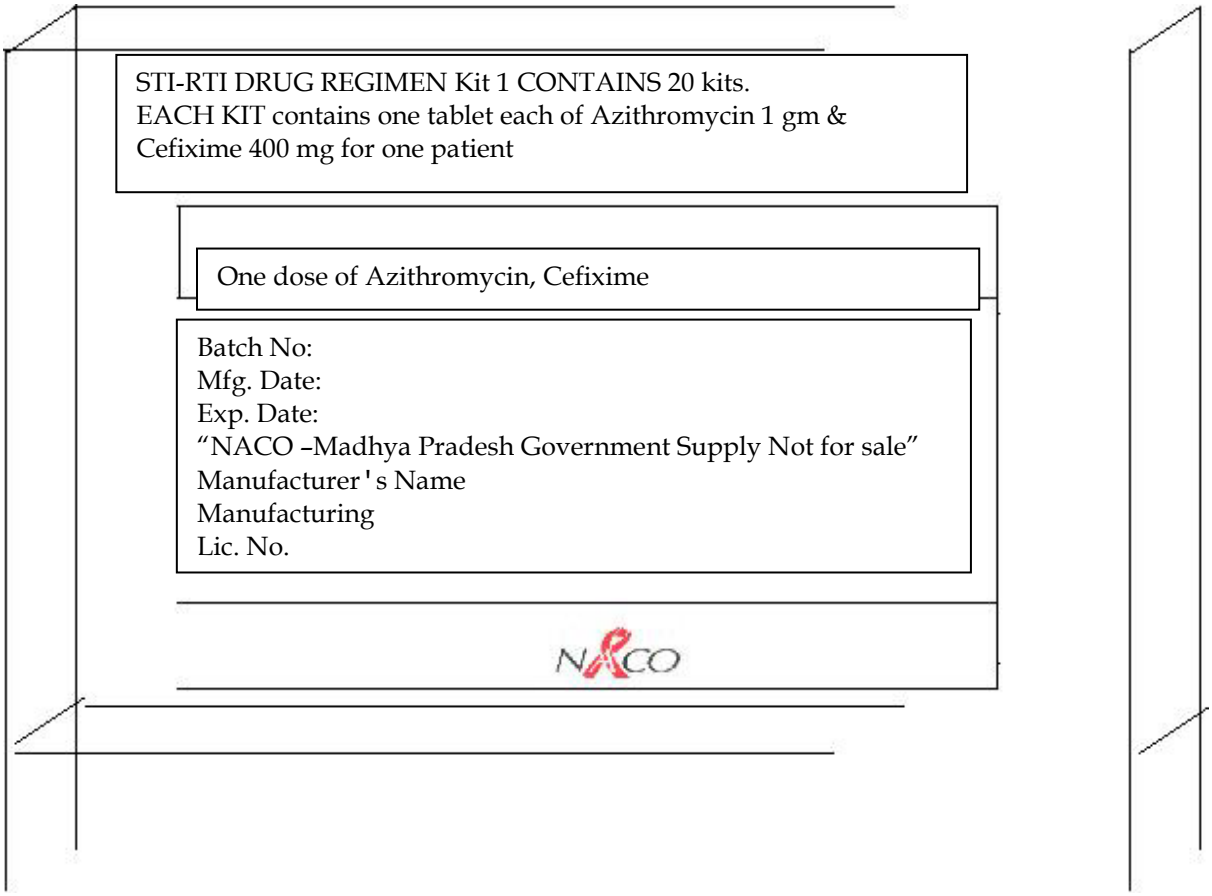
KIT2
Secnidazole 2gm & fluconazole 150mg for
Vaginal discharge syndrom e
manufactured in India by important
Non commercial product
Not for sale
To be dispensed only at rti/sti clinics

KIT 5
ACYCLOVIR 400 MG
For
GENITAL ULCER DISEASE – HERPETIC
(GUDHERPETIC) SYNDROME
Manufactured in India by
India IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT
RTI/STI
CLINICS

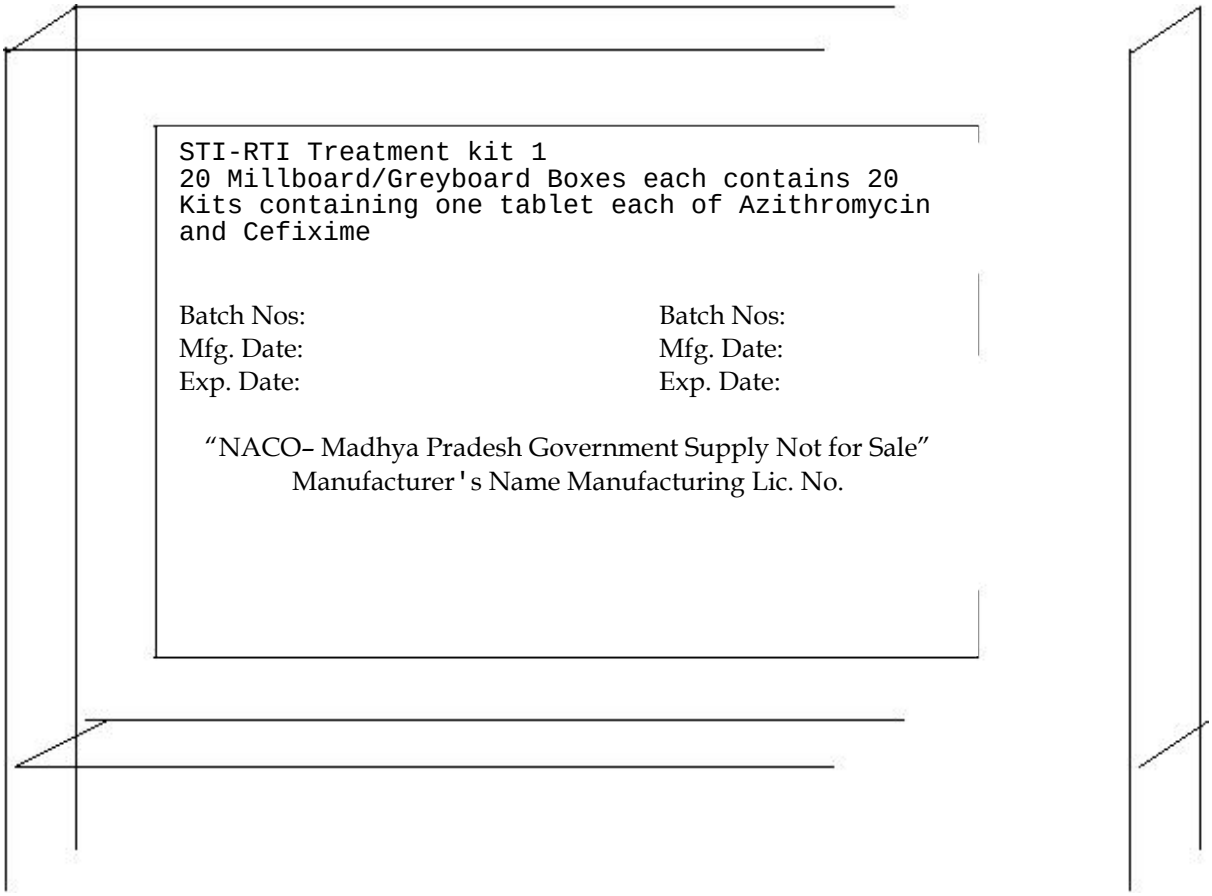
KIT 6
Cefixime 400 mg single dose &
Metronidazole 400 mg BID for 14 days & +
Doxycycline 100 mg BID for 14 days
For
Lower abdominal pain SYNDROME
Manufactured in India by
IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT
RTI/STI
CLINICS

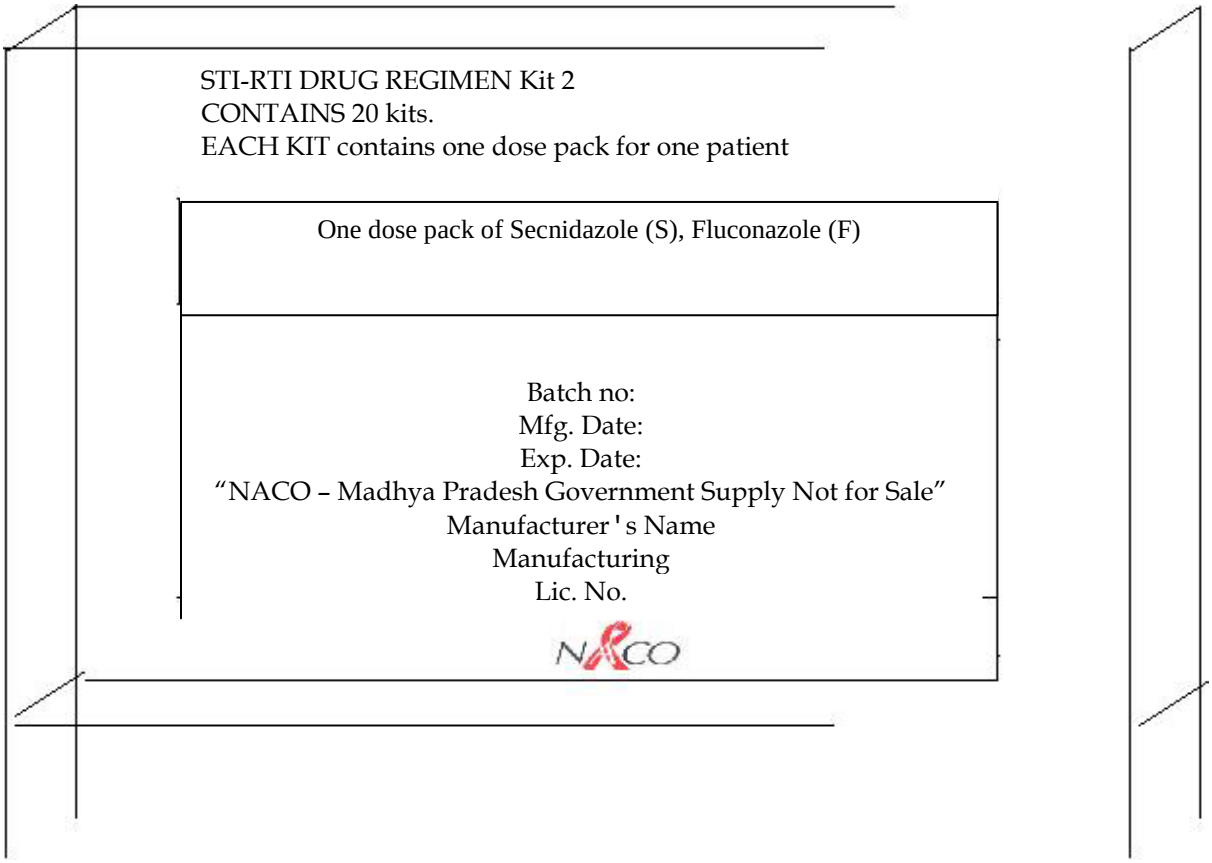
KIT 7
Doxycycline 100 mg BID for 21 days & Azithromycin 1 gm single dose
For
Inguinal Bubo SYNDROME
Manufactured in India by
IMPORTANT
NON-COMMERCIAL PRODUCT
NOT FOR SALE
TO BE DISPENSED ONLY AT
RTI/STI
CLINICS

9.4.5.2 MILLBOARD/GREYBOARD BOX FOR KIT 1

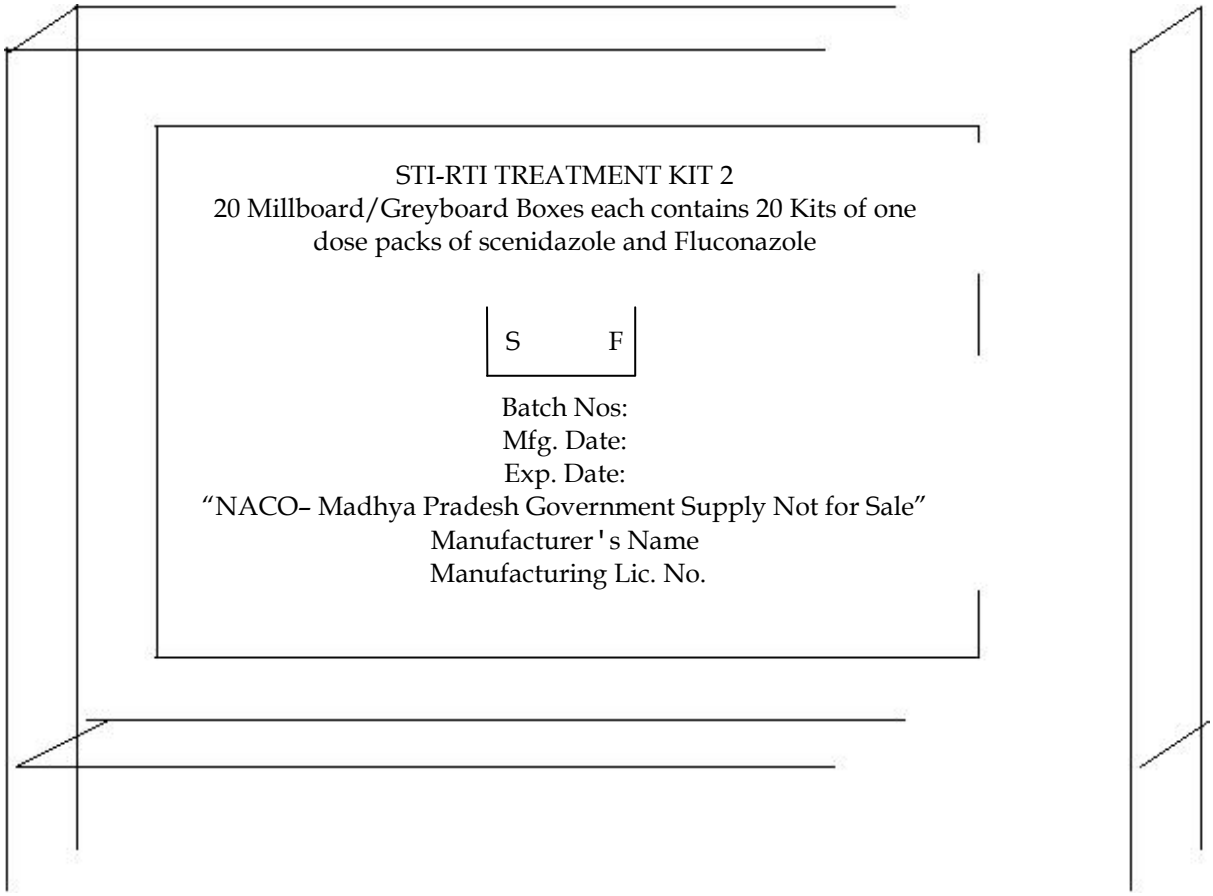


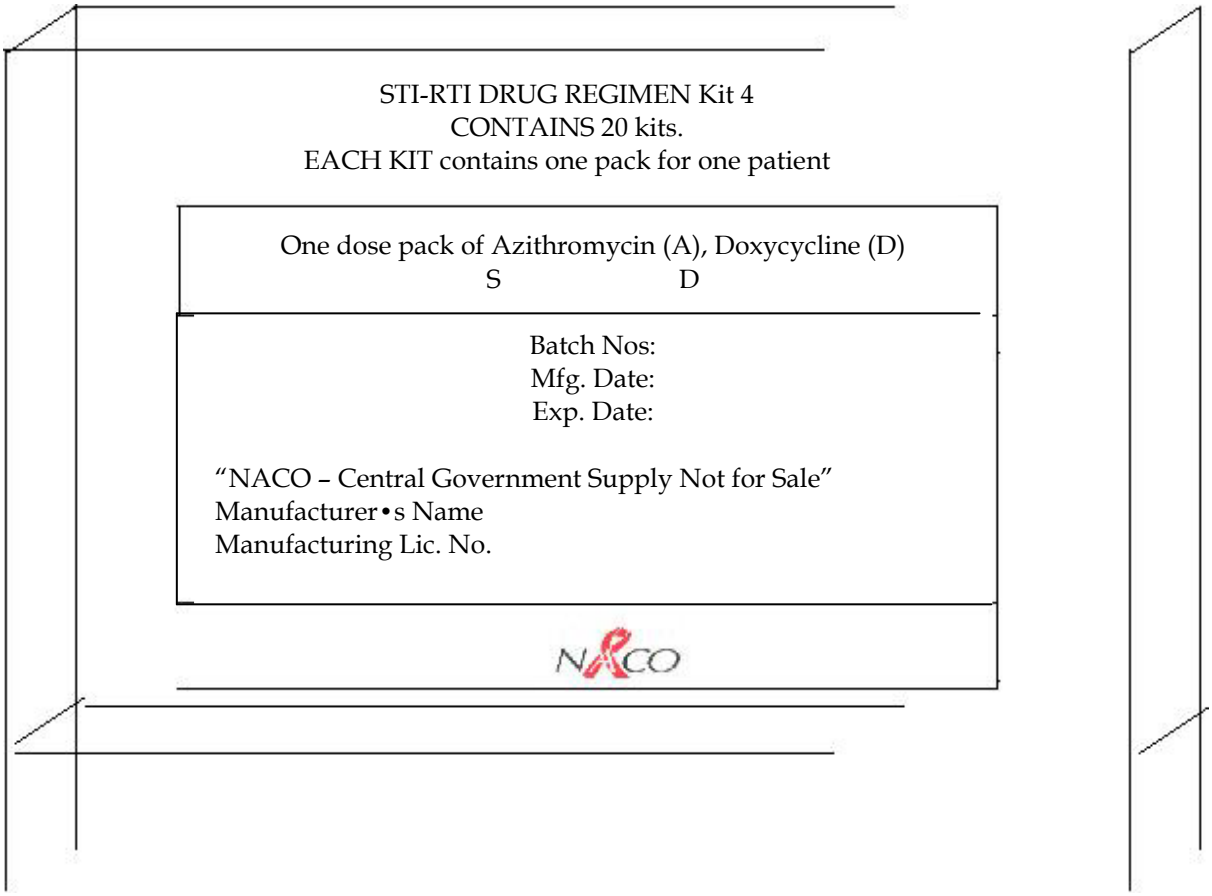
9.4.5.3-PLY SHIPPER for Kit 1



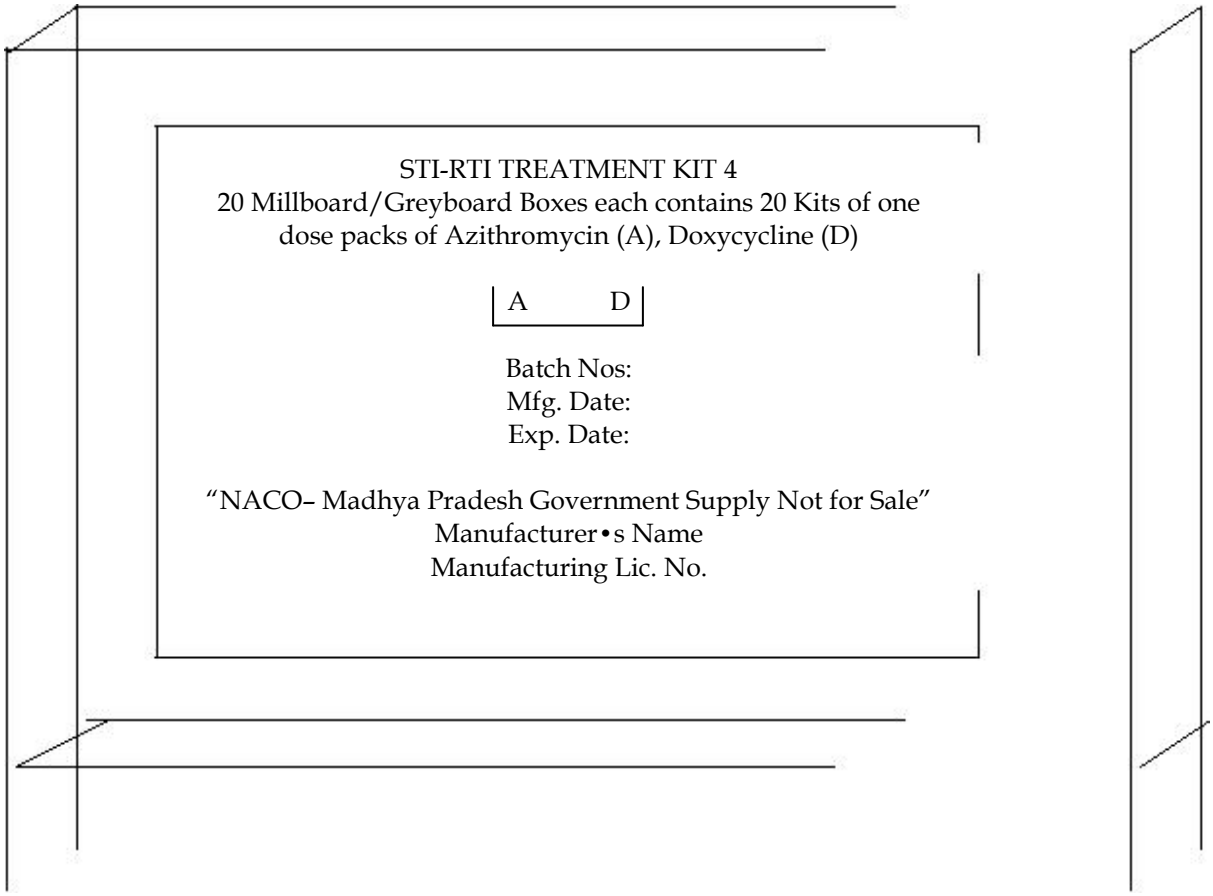

STI-RTI DRUG REGIMEN Kit 2
CONTAINS 20 kits.
EACH KIT contains one dose pack for one patient
One dose pack of Secnidazole (S), Fluconazole (F)
Batch no:
Mfg. Date:
Exp. Date:
"NACO – Madhya Pradesh Government Supply Not for Sale"
Manufacturer ' s Name
Manufacturing
Lic. No.
NACO

9.4.5.3 – PLY SHIPPER for Kit 2



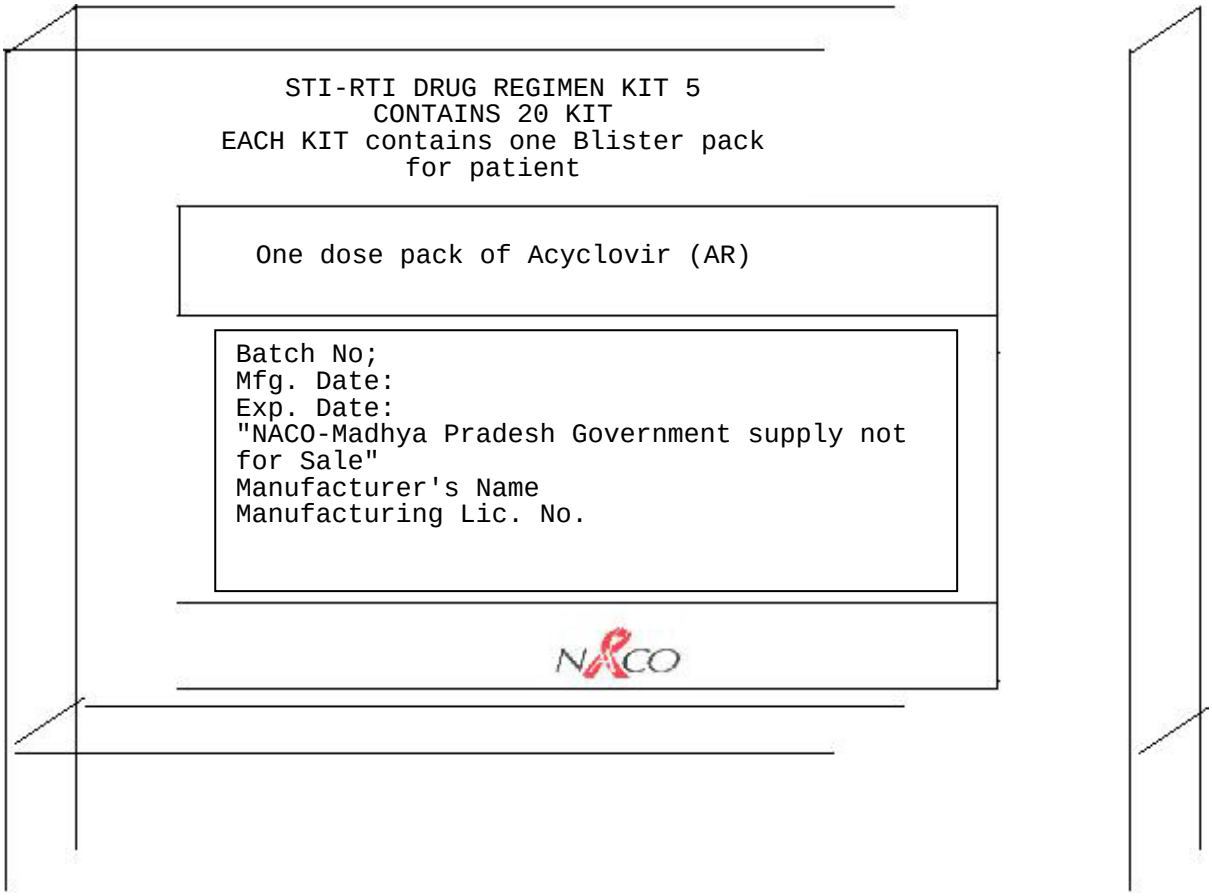

STI-RTI DRUG REGIMEN Kit 4
CONTAINS 20 kits.
EACH KIT contains one pack for one patient
One dose pack of Azithromycin (A), Doxycycline (D)
S D
Batch Nos:
Mfg. Date:
Exp. Date:
"NACO – Central Government Supply Not for Sale"
Manufacturer•s Name
Manufacturing Lic. No.
NACO

9.4.5.3 – PLY SHIPPER for Kit 4

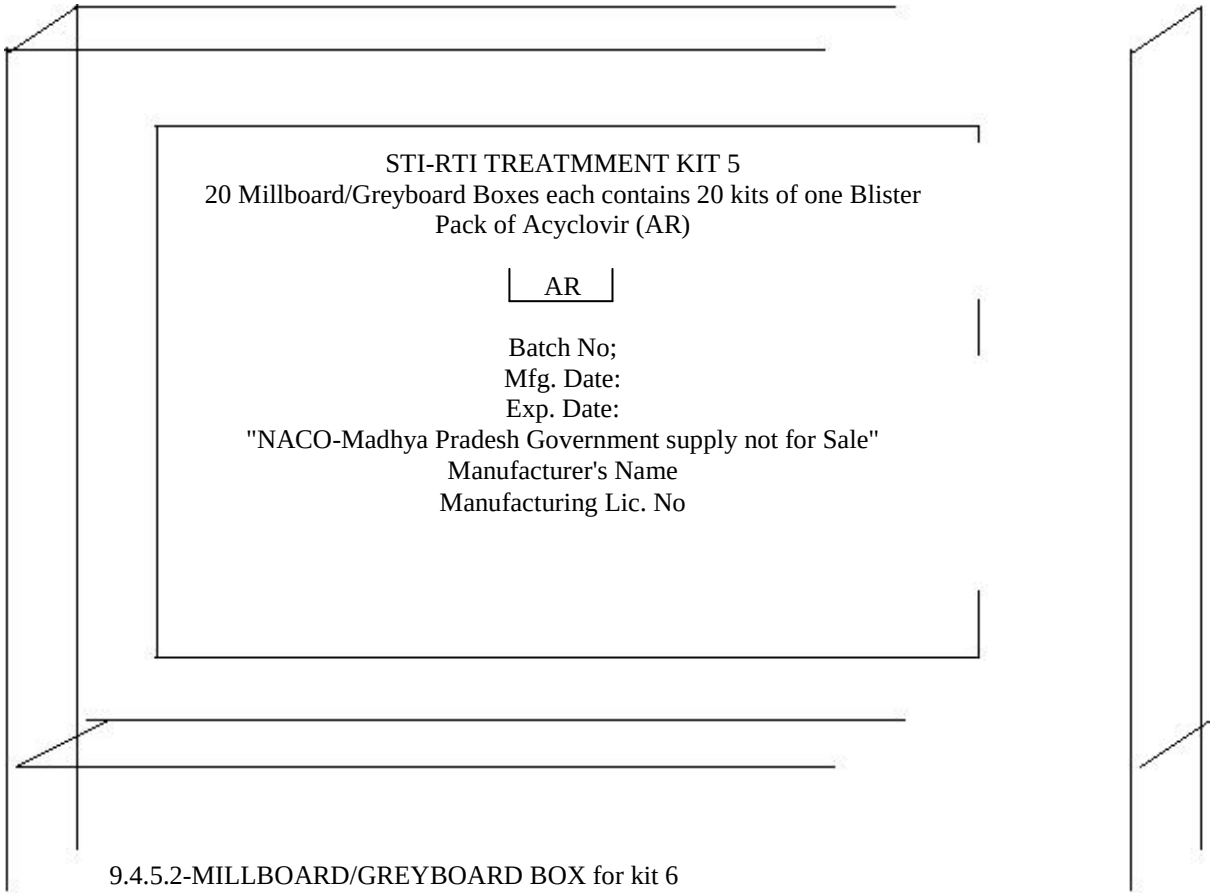


ANNEXURE-VIII

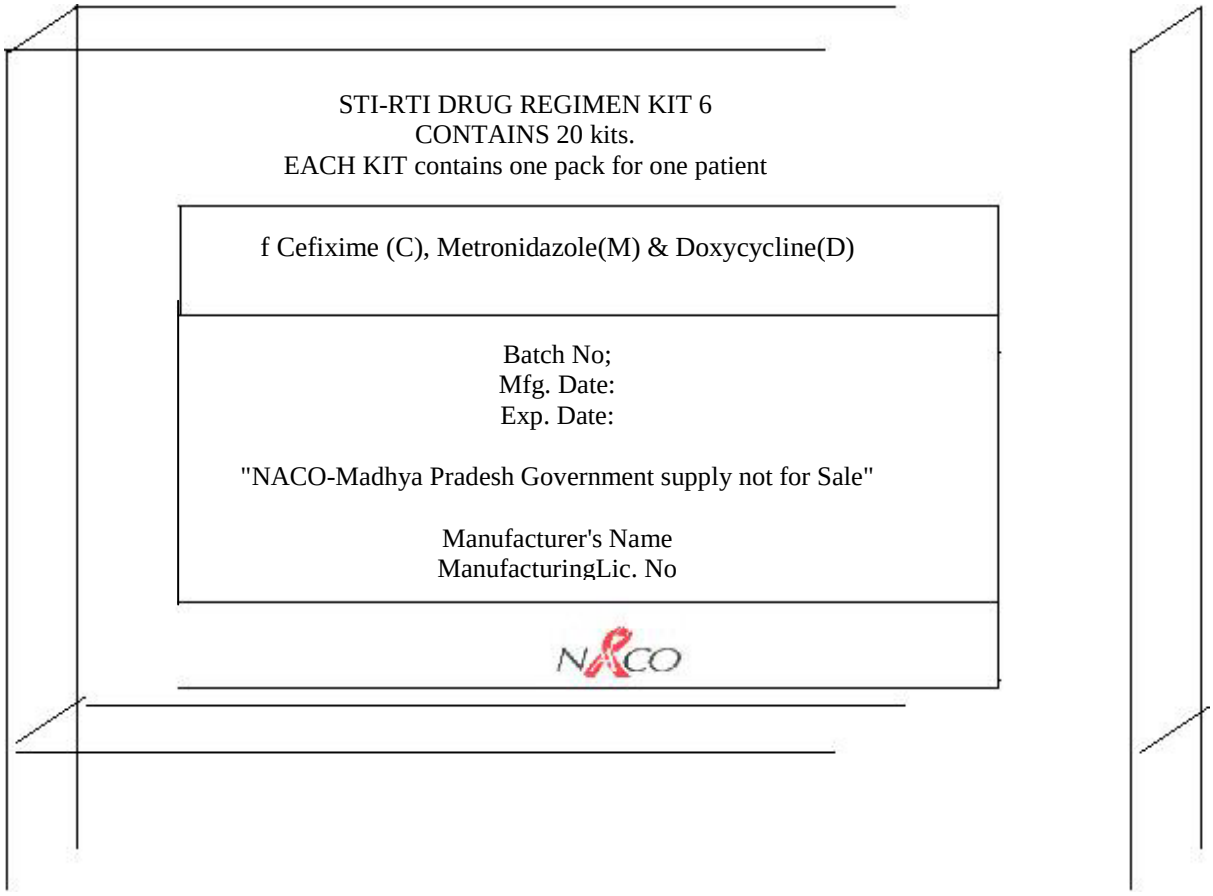
MILLBOARD/GREYBOARD BOX for kit 5



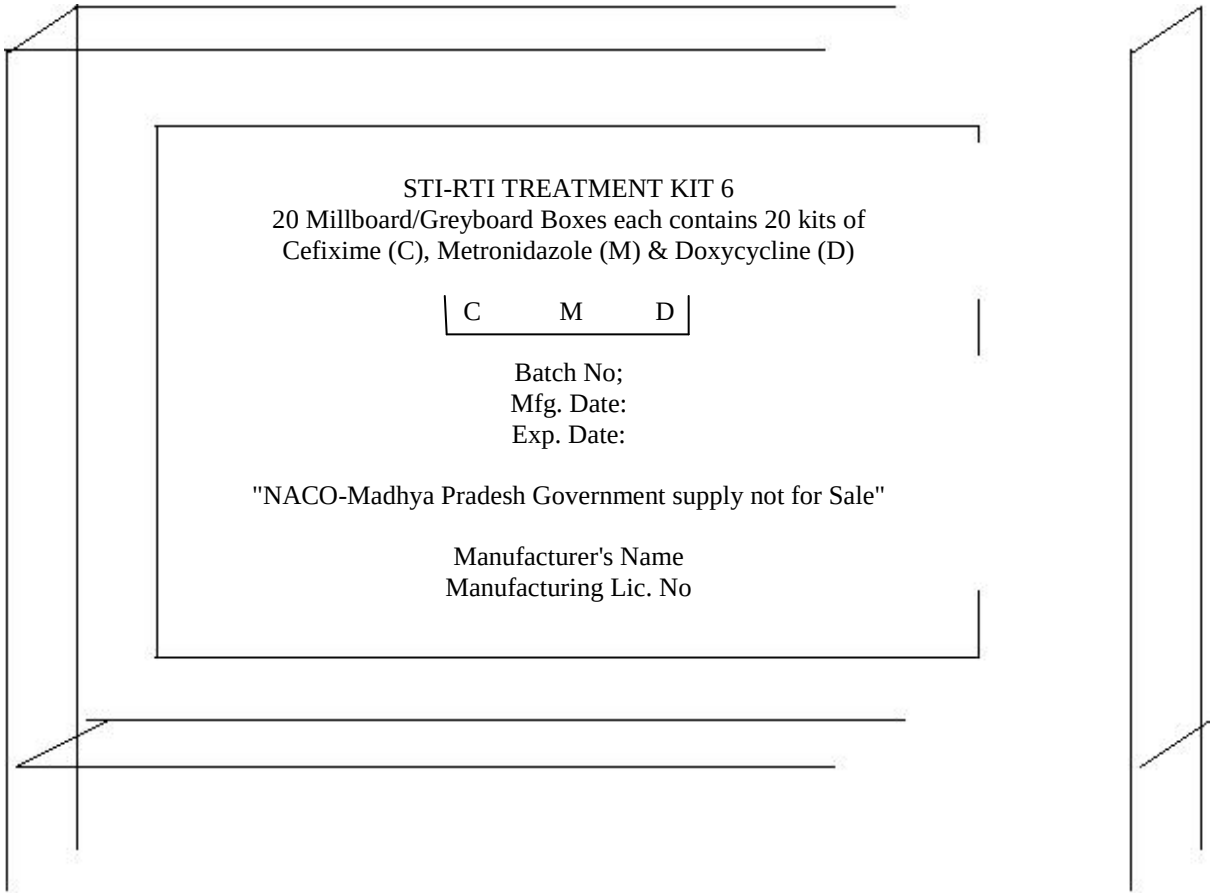
9.4.5.3-PLY SHIPPER for kit 5



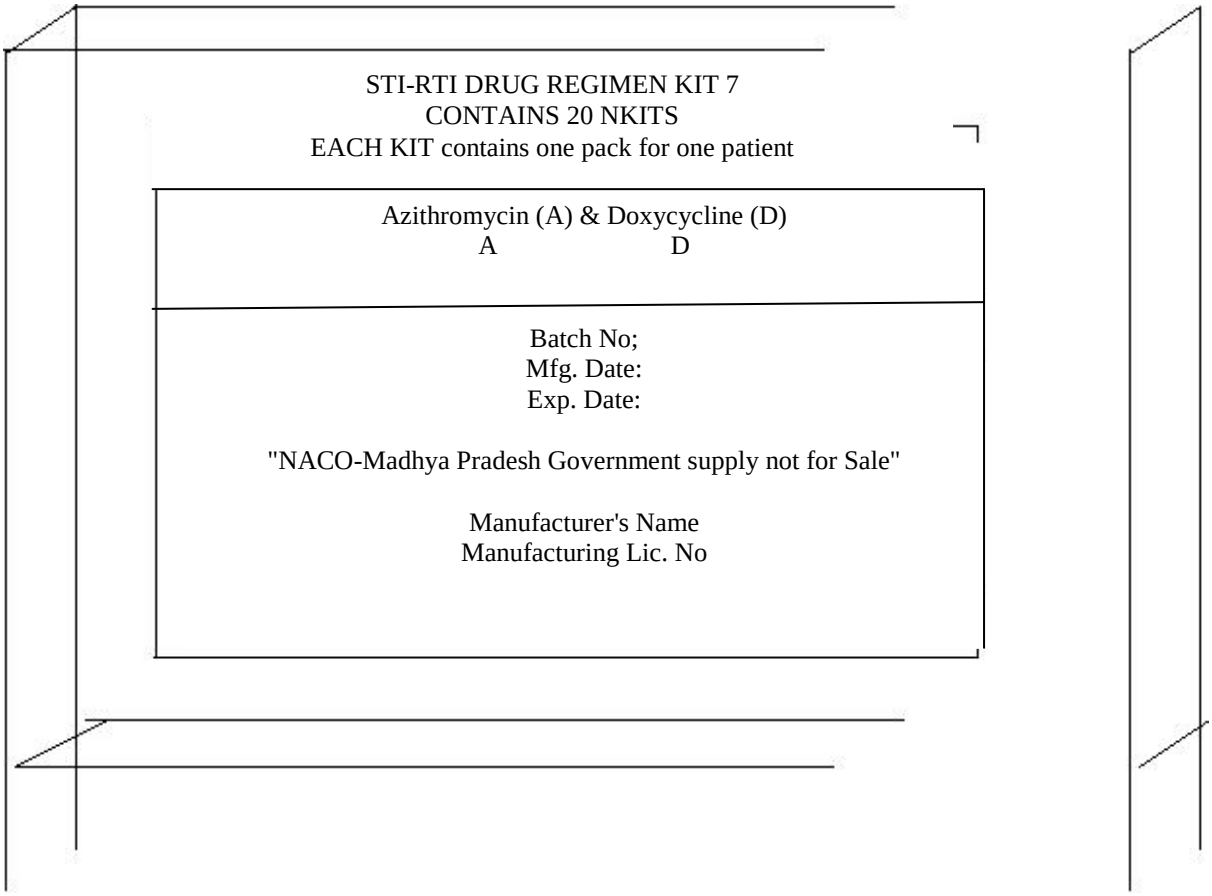
9.4.5.2-MILLBOARD/GREYBOARD BOX for kit 6



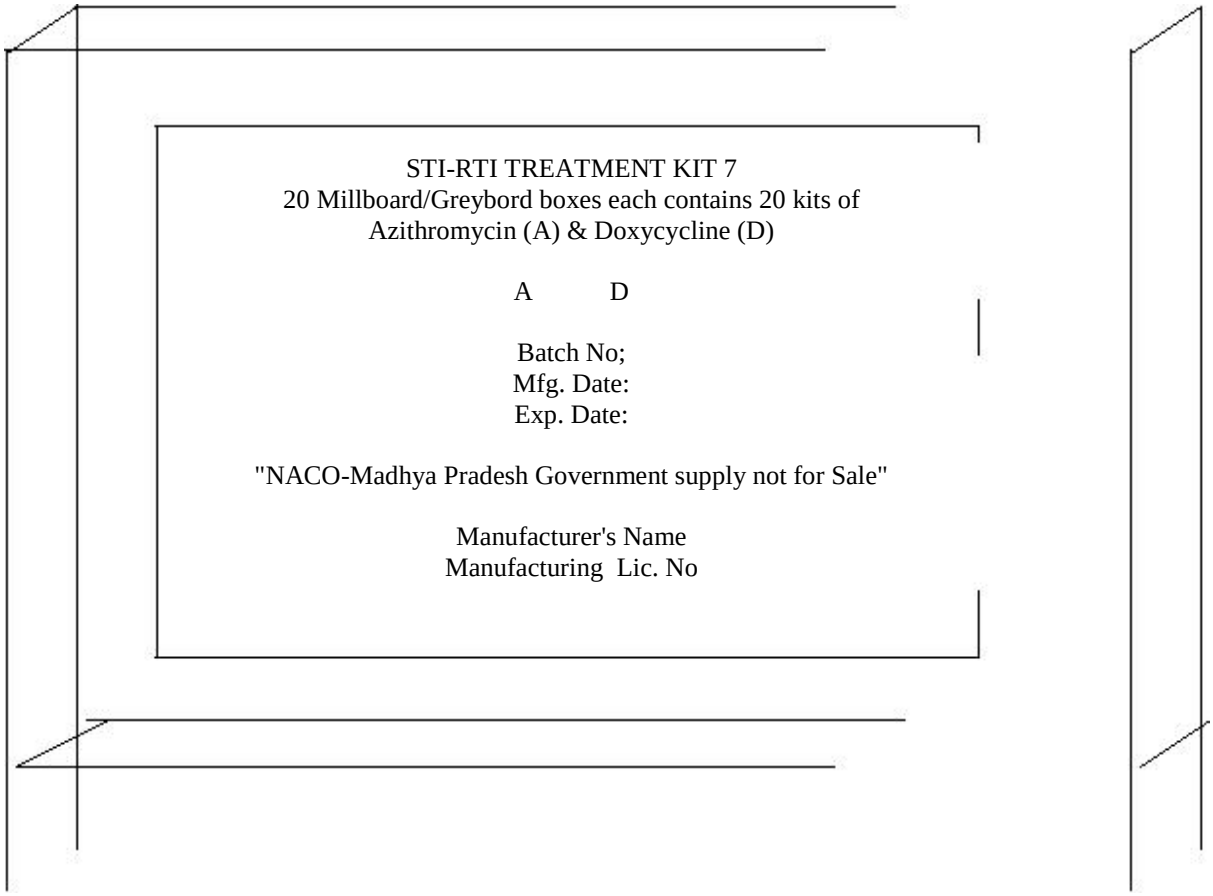
9.4.5.3 -PLY SHIPPER for kit 6



9.4.5.2 - MILLBOARD/GREYBOARD BOX FOR KIT 7



9.4.3 -PLY SHIPPER FOR KIT 7 7



9.4.6 Dimensions of Logo

Laminated Pouch

Mill / Grey Board

Size- 3.5 x 3 cm

5 – Ply Shipper

Size - 5.5 x 4.7 cm

PART E

Inspection & Tests

Sl.	Our Requirements	Your Offer (Please fill-in)
	Inspection & Tests	"Comply"/ "Not comply"
	The following inspection procedures and tests are required by the Purchaser.	
a.	The supplier should supply two sets of samples of required quantity free of cost from each batch for random evaluation at the identified laboratories for pre-dispatch lot verification. Protocol of each batch is to be attached	
b.	One set of sealed sample will be sent to an independent laboratory selected by the purchaser for conducting the required test to confirm whether the samples Conform to the prescribed specification. **Another set of sealed sample will be Retained with the testing lab as counter sample till the shelf life.**	
c.	Inspection note will be issued by the inspector on the basis of test report, Accepting or rejecting the batch as the case may be.	
d.	The goods will be dispatched only after the above inspection procedure has Been followed and inspection note issued to accept the consignment.	
e.	After receipt, the consignee shall have the right to draw samples at random from the consignment and get them retested to satisfy whether the lots conform To the laid down specifications. In the event of the product failing to conform to specifications, the consignee shall reject that batch of supply and inform the Supplier for arranging replacement of the rejected batches at supplier's cost.	

PART F

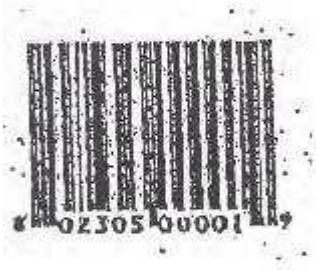
Bar coding requirements for all medical supplies

Our Requirements	Your Offer (Please fill-in)
Bar coding requirements for all medical supplies	"Comply"/ "Not comply"
Section A) Primary packaging (Item level and monocarton level) At individual item level (strip of 10 tablets, syrup bottle, injections, vials etc) and/ or on its monocarton (wherever applicable), are required to have a pre printed barcode on its product packaging using either of the barcode symbologies mentioned below: a) GS1 linear barcode symbology (EAN-13/UPC-A/EAN-8) to encode GTIN (Global Trade Identification Number) within the barcode. or b) GSI Data Matrix symbology to encode 14 digits product code (GTIN14) within the barcode and using (01) application identifier (to be used where printing Space is extremely limited). Examples of the same are reproduced at Annexure „A•. All other human readable information on product packaging shall be as required under Existing Regulatory labeling & marking requirements.	

Section B) Secondary level Packaging (Intermediate packaging) At secondary level packaging (e.g. box of 10 strips containing 10 tabs each, pack of 10 vials, pack of 10 injections etc), barcode encoding following information to be stickered or preprinted on secondary packaging: 1) Product identification Code (GTIN-14 of secondary pack) using application Identifier (01). 2) Expiry date in **YYMMDD** format using application identifier (17) 3) Batch/Lot Number using application identifier (10) GSI-128 barcode symbology to be used to generate the barcode. Examples of the same are reproduced at Annexure „B•. All other human readable information on product packaging shall be as required under Existing Regulatory labeling & marking requirements.	
Section C) Tertiary level packaging (Shipper level packaging)	

Our Requirements	Your Offer (Please fill-in)
Bar coding requirements for all medical supplies	"Comply"/ "Not comply"
At shipper level packaging , a single label containing two barcodes needs to be Generated and stickered. The barcodes will encode following information: The first barcode will contain the following information: 1) Product Identification Code (GTIN-14 of shipper level pack) using application Identifier (01). 2) Expiry Date in **YYMMDD** format using application identifier (17) 3) Batch/Lot Number using application identifier (10) The second barcode will contain the following information: 4) SSCC (Serial Shipping Container Code) using application identifier (00) 5) Examples of the same are reproduced at annexure „c•. All other human readable information on product packaging shall be as required under Existing Regulatory labeling & marking requirements.	

Section IV: Technical Specifications



Annexure "A"

Examples of Primary Level Packaging

For generation of GSI barcode at primary level packaging either of the mentioned symbologies can be used, following GSI General Specifications.

The following GSI barcode symbologies are available as options :-

1) The barcode sample for EAN-13 barcode symbology encoding GTIN-13

2) The barcode sample for UPC-A barcode symbology encoding GTIN-

Note: Both GTIN-13 GTIN-12 are in extensive use worldwide.

3) The barcode sample for EAN-8 barcode symbology encoding GTIN-8 (Used where printing space is a constraint)

4) The barcode sample for GSI Data Matrix barcode symbology encoding GTIN-14(Used where printing space is extremely limited)

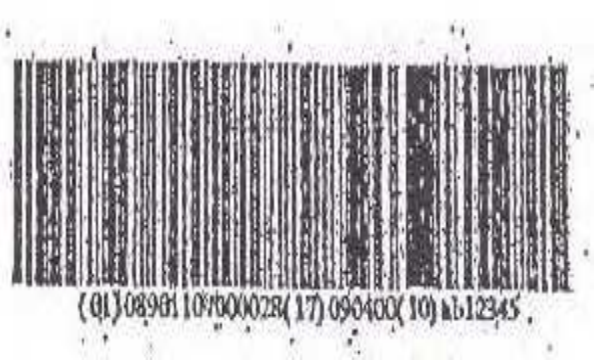
(01)08901107000011

Annexure "B"

Example of Secondary level Packaging

The barcode will encode:

1) Product identification (GTIN 14 of secondary pack) using application identifier (01)
2) Expiry date in YYMMDD format using application identifier (17)
3) Batch/Lot Number using application identifier (10)



I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES

GENERAL SPECIFICATIONS

1. . No corrugate package should weigh more than 15 kgs (ie., product + inner carton + corrugated box).

2. All Corrugated boxes should be of `A' grade paper ie., Virgin.

3. All items should be packed only in first hand boxes only.

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

5. Every box should be preferably single joint and not more than two joints.

STITCHING:

6. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

FLAP:

7. The flaps should uniformly meet but should not over lap each other. The flap when turned by 45 - 60° should not crack.

TAPE:

8. Every box should be sealed with gum tape running along the top and lower opening.

CARRY STRAP:

9. Every box should be strapped with two parallel nylon carry straps (they should intersect).

LABEL:

10. Every corrugated box should carry a large outer label clearly indicating that the product is for **"Madhya Pradesh Govt. Supply - Not For Sale "**. The lower one third of the large label should indicate in bold, the value of the product as depicted in Annexure II of this document.

11. The product label on the carton should be large atleast 15cms x 10cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

OTHERS:

12. No box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

(1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be 150 gsm and inside partition / lining should be 120gsm.

(2) The box should be of 5 ply with Bursting strength of 9 Kg/ Cm2

III SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

(1) No corrugate box should weigh more than 7-8 Kgs.

(2) Every Ointment tube should be individually packed in carton and then packed in 20's in a grey board box, which may be packed in a corrugated box.

(3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120gsm.

VII. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

(1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 kgs.

(2) C.B. for vials should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.

(3) Bursting strength for CB boxes for

a.	Vials	:	Note less than 13 Kg/Cm^2
b.	Amp	:	Note less than 9 Kg/Cm^2

(4) In the case of 10 ml Ampoules 100 or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.

(5) If the vial is packed in individual carton, there is no necessity for grey board box packing. The individual carton may be packed as such in the CB with centre pad.

ANNEXURE-IX

Ref. Clause No.11.2

AGREEMENT

THIS AGREEMENT made the ..... day of ....., 20..... Between ..... *(Name of purchaser)* of ..... *(Country of Purchaser)* (hereinafter "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz;. Supply of Drugs and Medicines in the tender reference No. _____, dated……. *(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.:

a. The Letter of Acceptance issued by the purchaser.

b. The Notice Inviting Tender

c. The supplier's bid including enclosures, annexures, etc.

d. The Terms and Conditions of the Contract

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.

Sl. No	Drug Code	Brief Description of Goods & Services	Tender Qty in Nos	Unit Price	Sales tax in %	Total value inclusive of sales tax
Total contract value						

DELIVERY SCHEDULE:

Supply shall shall complete within 45 days from the date of purchase order and as per clause 13 of the bid document.

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 Delivered by the

said..... (For the Purchaser)

in the presence of .....
Signature
Name
Address
Witness 1. 2.

Signed, Sealed and Delivered by the

Said ..... (For the Supplier)

in the presence of .....
Signature
Name
Address

Witness 1. 2.

ANNEXURE - X

Ref. Clause No. 4.1 (o)

DETAILS OF MANUFACTURING UNIT

Name of the Bidder & Full Address :

PAN Number :

Phone Nos. :

Fax :

E-Mail :

Date of Inception :

Licence No. & Date :

Issued by :

Valid up to :

Details of Installed Production Capacity for 1 year

Tablets :

Capsules

General :

Beta-Lactum :

Injections

Ampoules :

Vials :

I.V.Fluids :

Sterile Powder :

Liquids

Suspension :

Syrups :

Drops :

Ointment :

Powders :

Antiseptics / Disinfectants :

Name & designation of the authorised signatory :

Specimen signature of the authorized Signatory :

* The details of manufacturing unit shall be for the premises where items quoted are actually manufactured

ANNEXURE - XI
Ref. Clause No. 21

PROCEDURE FOR BLACK LISTING

BLACKLISTING OF PRODUCT / TENDER IF ANY WITHDRAWAL OF BIDDER

1. The Successful bidders fail to execute the agreement, to perform the obligations under the tender conditions and commits default in the performance of the contract, such bidders will be blacklisted for a period of 5 years.

2. The bidders who have withdrawn after participating in the tender will be ineligible to participate for a period of 5 years.

BLACKLISTING FOR QUALITY FAILURE.

3. Each and every batch of drugs / medicines supplied by the suppliers shall be subjected to quality test by the laboratories selected/empaneled by Tender Inviting Authority..

4. The samples are collected from the Stores from each batch of supply of the same drugs and after eliminating the common batch, samples shall be taken in random, decoded and to be sent to the empanelled testing laboratories for testing the quality of drugs.

5. If such sample passes quality test in all respects, ordering authority will instruct its store to issue such items of drugs to various hospitals / Institutions.

6. If the sample fails in quality test and report is received certifying that sample is **NOT OF STANDARD QUALITY,** one more sample shall be drawn from the same batch and to be sent to Government Laboratory for quality testing.

7. (a) If such sample passes the quality test, the drugs representing the sample shall be qualified for issue to various Directorates / Institutions.

(b) If such sample fails the quality test and on receipt of report from the Government laboratory, the drugs of the batch are not qualified for issue and the supplier shall be informed to take back the drugs supplied in the batch, which failed the quality test, as per the Tender condition and other consequences would follow as per the conditions in the Tender documents.

If two batches of particular items supplied by the supplier fail in test for ASSAY content during the tender period, the particular item of the drug supplied by the supplier shall be blacklisted, after observing the procedure laid down in Para 10 (a).

8. If three batches of particular item supplied by the supplier fails in quality test in

parameters mentioned in Pharmacopoeia ASSAY and other than ASSAY content during the tender period, then the particular items shall be blacklisted for the firm after observing the procedure laid down in Para 10(a).

9. In case of any sample in even one batch declared as **spurious or adulterated or misbranded by the Government Analyst,** the company shall be blacklisted.

10. (a) When on complaint from Drug Inspector during their Test of field sample, that the particular drug has been reported to be of NOT OF STANDARD QUALITY, the issue of available stock of the items will be stopped. Available stock of the product in hospitals will be retrieved. The supplier shall be called upon to explain why the product should not be blacklisted. On receipt of his explanation and scrutiny of record, decision will be taken by the ordering authority to decide the appropriate punishment / penalties.

(b) If four batches of particular items supplied by the supplier fails as in Para 10 (a) and reported by the Government Analyst then the particular items shall be black listed after observing the procedure laid down Para 10(a).

(c) If the supplier supplied more than one item and 50% of such items, during relevant tender period, fail, then **the supplier** shall be blacklisted, after observing the procedure laid down Para 10(a).

11. (a) On receipt of report from Govt. Analyst / Drug Testing Laboratory informing that particular Item / Drug is **NOT OF STANDARD QUALITY,** a notice shall be issued to the supplier calling for explanation within 7 days from the date of notice.

On receipt of explanation from the supplier, the ordering authority may take appropriate action on merits of the case and impose penalty including the blacklisting of the particular item of the product / supplier.

(b) If the particular item of the drug has been black listed according to the procedure stated above, the supplier/s is/are not eligible for participating any of the tenders for the particular item floated for a period of 5 years immediately succeeding the period in which supplies were made to Govt. of Madhya Pradesh.

(b) The supplier/s, blacklisted according to the procedure stated above, are not eligible for participating any of the tenders floated for a period of 5 years immediately succeeding the period in which supplies were made to Govt. of Madhya Pradesh.

BLACKLISTING FOR NON-SUPPLY:

12. The supplier should supply 100% of the ordered quantity at the designated places as per the schedule 45 days from the date of purchase order otherwise relevant provisions of tender document (of non supply) shall be applied. Period of 45 days will be counted from the date of placement of online order. If the supplier fails to supply the ordered quantity after elapse of 60 days, then the risk and differential cost will be passed on to the original supplier as per conditions of the tender document. If payment for, any extra cost incurred by ordering authority on any procurement done against risk & cost after lapse of said period of 60 days from the date of issue of order, is not made by the concerned supplier within 15 days of issue of notice, then the extra payment done will be deducted from the security deposit of the concerned supplier. If recovery could not be effected from its security deposit due to the reason of its security deposit getting exhausted, then concerned supplier will be liable for blacklisting apart from any other penal actions and recovery proceedings that may be taken against it as per law.

13. Ordering authority will be at liberty to accept the supply made belatedly as per the terms and conditions of the tender document on imposing the Liquidated damages at the rate stipulated in conditions of the tender documents.

14. (a) If the suppliers/s fail/s to execute the Purchase order and inform/s ordering authority about their inability to execute the order and in compliance of the Purchase order due to act of v*is- majure* , then the ordering authority may pass appropriate order on merits of case.

EXPLANATION:

Increase in the cost of raw materials, Power failure, Labour strike, Lay off, Closure of the factory would not be considered as act of v*is-majure.*

(b) If the supplier fails to execute atleast 50% of the quantity mentioned in single Purchase order and such part supply happened for three purchase orders during the same rate contracted period, then the supplier will be ineligible to participate in any of the tenders for particular items of drugs / medicines for a period of one year immediately succeeding year in which supplier has placed Purchase order.

Provided that before issue of orders as discussed in Para 14 (b) above, the procedure laid down Para 14(a), as applicable shall be observed.

The black listing of particular item of the drug/medicine or the supplier is with out prejudice to the other penalty stipulated in the conditions of Tender Documents.

ANNEXURE – XII
Ref. Clause No. 21

PURCHASE POLICY

DEFINITIONS:-

1. Drugs / Medicines means and includes, for the purpose of this Drug Policy Medicines, Surgical, Sutures material items

2. L1 rate means the rate declared by Tender Inviting Authority for Drugs / Medicines for the period mentioned in the tender documents and whose rate has been considered as L1rate.

3. Matched L1 means the bidder or bidders who have consented, in writing, to match the L1 rate for the particular Drugs / Medicines and agreed to abide by the terms and conditions of tender documents.

4. LD means liquidated damages levied by the ordering authority for the delay in supply of the Drugs / Medicines after the expiry of 45 days from the date of order at the rate mentioned in the tender conditions.

5. Unexecuted fine is the fine imposed for the default committed by the supplier in supplying the required quantity of Drugs / Medicines as per the Purchase Order and recovered from any amount due and payable to the supplier.

6. Purchase Order means the order issued by ordering authority to the supplier informing to supply the required quantity of the Drugs / Medicines at the predetermined price and directing the supplier to supply at the designated destination mentioned in the Schedule accompanying the purchase order.

7. Schedule means the schedule annexed to the Purchase Order issued by ordering authority, consisting of the quantity of Drugs / Medicines required, cost of unit of Drugs / Medicines, generic name and code of the Drugs / Medicines, destination, etc.,.

8. Supplier is a person with whom the Purchase Order is placed and who has agreed to supply the Drugs / Medicines on abiding by the terms and conditions of tender document.

ARTICLE 1.

After the conclusion of Price Bid opening (Cover B), the lowest offer of the bidder is considered for negotiation and rate arrived after negotiation is declared as L1 rate

and L1 supplier for an item or items of Drugs / Medicines for which the tender has been invited.

ARTICLE 2.

The bidder who has been declared as L1 supplier shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such bidder is eligible for the placement of Purchase Orders for the item or items of Drugs / Medicines quoted by him.

ARTICLE 3.

If two or more than two bidders declared as L1 suppliers for the same item of Drugs / Medicines, and such bidders shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such bidder is eligible for the placement of Purchase Orders for the item or items of Drugs / Medicines quoted by them.

ARTICLE 4.

Ordering authority will inform the L1 rate to the L2 & L3 bidders who were eligible for Price (Cover B) Bid opening, inviting their consent to match L1 rate for the item of the Drugs / Medicines quoted by them and the bidder who has given consent, in writing, will be considered as Matched L1.

The tender consent for matching L-1 rate shall furnish the breakup details of Price (L-1 Rate) in Format in Annexure-XVI.

ARTICLE 5.

(a) *DELETD*

(b) The supplier, on receipt of the purchase order deems that the purchase order exceeds the production capacity declared in the tender documents and the delay would occur in executing the order, shall inform the ordering authority immediately with out loss of time and the Purchase Order shall be returned with in 5 days from the date of the order, failing which the supplier shall have no right for disputing the imposition of liquidated damages, fine for the delayed supply.

ARTICLE 6.

(a) *If the L1 supplier has failed to supply the required Drugs / Medicines with in the stipulated time of 60 days, unexecuted purchase orders will be automatically considered cancelled and the Ordering authority is at liberty to make alternative arrangement for purchase of the items of drugs and medicines for which the Purchase orders have been placed, from any other sources or in the open market or from any other bidder who might have quoted higher rates, at the risk and the cost* of the supplier without even informing the supplier and in such cases the tender

inviting authority has every right to recover the cost and impose the penalty as per provisions of the bid document.

(b) Ordering authority may place Purchase Orders with the Matched L1 for purchase of the Drugs / Medicines as per provisions of the bid document, provided such Matched L1 rate bidder shall execute necessary agreement indicating the production capacity as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such bidder is eligible for the placement of Purchase Orders for the item or items of Drugs / Medicines quoted by them.

ARTICLE 7.

Subject to Article 6 of this policy, while ordering authority has chosen to place Purchase Orders with the Matched L1 supplier and there are more than one such Matched L1 supplier, then the Purchase Orders for the requirement of Drugs / Medicines will be placed among them such that those who bid lower prices in the original tender get a higher priority for supply , Provided that no Matched L1 supplier is entitled to be place the Purchase Orders exceeding the production capacity.

ARTICLE 8.

The Matched L1 supplier, on placement of Purchase Order, will be deemed as L1 rate supplier for the purpose of the tender and all provisions of the tender documents applicable to L1 rate bidder will apply mutatis mutantis to the Matched L1 supplier.

ARTICLE 9.

(a) The supplier shall start supply the Drugs / Medicines required by ordering authority at the destination mentioned in the schedule, within the period stipulated in the Purchase Order.

(b) The Drugs / Medicines supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. ordering authority will not be responsible for the loss to the supplier and will not entertain any demand/claim.

ARTICLE 10.

(a) The supplier shall, after supply of Drugs / Medicines at the specified destinations, submit Excise Invoice (Original), copy of the Purchase order, Test Report, , Delivery Challan, Invoice and other relevant documents etc., at the Office of concerned ordering authority claiming payment for the supply made.

ARTICLE 11.

The supplier shall take utmost care in supplying the quality Drugs / Medicines and ensure that the batch number mentioned in the packages of the Drugs / Medicines tally with the batch number mentioned in the Invoice produced to ordering authority for payment. Also the supplier shall ensure the quantity relevant to the Batch Number of the Drugs / Medicines is mentioned in the invoice. Any variation will delay the payment for the supply.

ARTICLE 12.

It is the duty of the supplier to supply of Drugs / Medicines to the destinations mentioned in the Purchase Order and supply shall conform to the condition mentioned in the provisions of tender documents, viz., logo, nomenclature in Hindi, etc.,

ARTICLE 13.

Subject to Article 11 of this Policy, ordering authority will process the invoices submitted by the supplier and the payments against supply will be made, with in 60 days from the date of receipt of goods and/or submission of all the documents including invoice, whichever is later and it is subjected that Drugs / Medicines supplied has been declared of STANDARD QUALITY by the Empanelled laboratory of ordering authority and the supplier has supplied at least 70% of the quantity ordered.

ARTICLE 14.

If the supplier fails to supply the Drugs / Medicines for the three Purchase Orders, at any point of time, either fully or partly, with in the stipulated time, ordering authority is at liberty to place Purchase Orders with the other bidders i.e. L1, L2 or procure through local/other purchase at the price offered by them and in such cases the supplier is liable to indemnify ordering authority, WITH OUT ANY DEMUR, for the difference in cost incurred by ordering authority and the ordering authority is entitled to recover the difference in cost from the amount due/payable to the supplier.

ARTICLE 15.

Notwithstanding any thing contained in Article 14, the supplier, after committing the default in supply either partly or fully, can inform ordering authority its willingness to execute the Purchase Order during the tender period but Article 16 will be applied to the Purchase Orders placed with the other bidders and ordering authority may consider the willingness of the supplier on merit.

ARTICLE 16.

Subject to the provisions in the Tender Document, ordering authority will levy

Liquidated Damages, unexecuted Fine and other levy.

ARTICLE 17.

Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier and this Policy, 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, such discrepancy shall be intimated with in 15 days from the date of receipt of payment, failing which ordering authority will not entertain any claim thereafter.

This purchase policy is in addition to, not in derogation of the Tender document and agreement executed by the supplier.

ANNEXURE – XIII
Ref. clause 4.1(r)

List of Items quoted

1. Name of the firm and address as given in Drug license :

2. Drug License No. in form 25 & 28 :

3. Date of issue & validity :

4. Revised schedule M compliance Certificate obtained on :

5. Non-conviction Certificate Obtained on :

6. Market standing Certificate obtained on :

7. Details of Endorsement for all products quoted :

S.No	Drug Code	Quoted drug name	Tender Qty	Specifications IP/BP/USP	Date of Endorsement obtained from the State Drugs Controller	Whether Endorsement is in Generic or Trade Name

Authorised signatory :

Date :

Annexure-XIV

Ref. clause 14.2

Bar coding details

(As per Government directives-See MOHFW website www.mohfw.nic.in)

Directorate of Health Services
Madhya Pradesh

Ref: Drug cell: 2010-11 Bhopal dated

To

All Suppliers of Drugs and Medicines and Sutures & Surgical,
(By e-mail as given on mandate form/Copy by post)

Sub: Mandatory GS1 Barcode Requirements as per MOHFW on Tertiary packing in Phase I
Ref: Tender for Online Supply of Drugs and Medicines and Sutures & Surgical to various Government Hospitals of Government of Madhya Pradesh for a period of one year

Please find enclosed the Bar code requirements as stipulated by Ministry of Health & Family Welfare,(MOHFW) Government of India .

As adopted in Karnataka State Health Dept Bar Coding is to be done in Madhya Pradesh also on the Tertiary packing in Phase I as enforced .These must be adhered to during current supplies.

Enclosure: 1) GS1 data matrix (Two dimensional) Bar Coding requirements on Medicines/drugs procured
2) Bar coding requirements at Shipper/carton/tertiary level packing

Director Medical Services

General Notes:

1. Wile barcoding has been chosen as the automatic identification data capture (AIDC) technology currently,future requirements maay demand use of any other data capture technology
2. Data requirement as stipulated by GOI take intoaccount minimum level of AIDC marking.MOHFW however reserves the right to modify the same and direct implementation of higher level of AIDC marking(additional data requirements) in future,in the event of higher perceived risks in line with GS1 General Specifications.
3. Complete details on GS1 standards along wit the technical gidelines can be down loaded from

   www.gs1india.org or www.gs1.org
4. For assistance ,you can contact Sri Gopal Valecha at 011-26168720/721/725 Mobile:99 103 50 103 or

   email gopal@gs1india.org

Annexure-XV
Ref. clause 16.2

MANDATE FORM

01	**Company Name**	
02	**Postal Address of the company with Telephone No., Fax No. and Mail I.D.**	
03	**Name of the Managing Director / Director / Manager** **Mobile No. / Phone No.** **E-mail I.D.**	
04	**Name and Designation of the authorized company official** **Mobile No.** **E-mail ID**	

Date:

Place:

Company Seal

Signature

(Name of the person signing & designation)

01	**Name of the Bank .** **Branch Name& address.** **Branch Code No.** **Branch Manager Mobile No.** **Branch Telephone no.** **Branch E-mail ID**	
02	**9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.**	
03	**IFSC code of the Branch**	
04	**Type of Account (Current / Savings).**	
05	**Account Number (as appear in cheque book)**	

(in lieu of the bank certificate to be obtained , please **attach the original cancelled cheque** issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Director Medical Services, (Incharge Procurement) on behalf of Govt. of Madhya Pradesh responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a bidder /successful bidder.

Date: Company Seal Signature

Place: (Name of the person signing & designation)

----------CERTIFIED

THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address. Signature of the authorized official of the bank.

CHECK LIST

ANNEXURE - XVI

Ref. Clause. 4.1.(s)

COVER - A.

1.	Checklist – Annexure-XVI	**1**	Yes		No		
2.	EMD in the form of BG shall be kept in an envelop		Yes		No		
3.	Documentary evidence for the constitutions of the company / concern		Yes		No		
4.	List of Board of Directors certified by the C.S/C.A. In case of proprietor/partners notarized self declaration along with certificate of Register of firms		Yes		No		
5.	Duly attested photocopy of Licence for the product duly approved by the Licencing Authority for each and every product quoted.		Yes		No		
6.	Duly attested photocopy of Drug manufacturing license and/or Import License		Yes		No		
7.	The instruments such as power of attorney, resolution of board etc.,		Yes		No		
8.	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority.		Yes		No		
9.	Market Standing Certificate issued by the Licensing Authority		Yes		No		
10.	Non Conviction Certificate issued by the Drugs Controller		Yes		No		

11.	WHO-GMP certificate		Yes		No	
12.	Annual Turnover Statement for 3 Years (Annexure-VI)		Yes		No	
13.	Copies of balance sheet & profit loss account for three years		Yes		No	
14.	Annexure-I (Sales Tax clearance certificate)		Yes		No	
15.	Annexure-II (Undertaking for embossment of logo)		Yes		No	
16.	Declaration Form in Annexure-III		Yes		No	
17	Declaration for eligibility in participating the tender (Annexure-IV)		Yes		No	
18	Proforma for Performance Statement (Annexure-V)		Yes		No	
19	Details of Manufacturing in Annexure-X		Yes		No	
20.	List of items & qty. quoted without rates. Annexure-XIII		Yes		No	
21.	Mandate Form (Annexure-XV)		Yes		No	
22	The Tender document (Bid) signed by the bidder in all pages with office seal.		Yes		No	
23	Formulation wise annual production capacity issued by Industries Deptt. / Drug regulatory authority.		Yes		No	

Supplier must ensure that all the required documents are scanned and uploaded online by them and submitted in Technical cover duly flagged (1-23).

PRICE SHOULD BE QUOTED ONLINE ONLY-SAMPLE FORMAT

ANNEXURE - XVII **Ref-clause.5**

TENDER FOR THE SUPPLY OF PHARMACEUTICALS TO VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR

Sl. No.	Drug Code	Name of the Drug and Strength / Packing	Unit	Quantity of Supply In Units	Rate per Unit* † Inclusive of Incidental Services			Packing & Forwarding	Excise Duty	Freight and Insurance Charges	Total landed Unit Price (6+7+8+9)	Total Value [5 x 10]	MPGST / VAT	CST
1	2	3	4	5	6			7	8	9	10	11	12	13
					In figure		In Words							
					Rs.	P.								