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Ref.No: 001/GOMP/DRUG/2012, Dt.22.06.2012

**DIRECTOR PUBLIC HEALTH ON BEHALF OF
GOVERNMENT OF MADHYA PRADESH
INVITES**

Website: www.health.mp.gov.in

**SHORT-TENDER FOR THE SUPPLY OF
DRUGS AND MEDICINES TO VARIOUS
GOVERNMENT HOSPITALS OF
GOVERNMENT OF MADHYA PRADESH FOR A
PERIOD OF ONE YEAR FROM THE DATE OF
ACCEPTANCE OF TENDER**

FOR THE YEAR 2012-13

LAST DATE FOR RECEIPT OF TENDER: 13.07.2012 at 10.30 AM

AT 2nd Floor

417, Pantheon Road, Egmore, Chennai - 600 008.

Phone: 044-2819 1890, 2819 0259

**DIRECTOR PUBLIC HEALTH
ON BEHALF OF GOVERNMENT OF MADHYA PRADESH AT
4th Floor SATPURA BHAWAN BHOPAL - 462 004**

**TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO
VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF
MADHYS PRADESH FOR A PERIOD OF ONE YEAR FROM THE
DATE OF ACCEPTANCE OF TENDER**

YEAR 2012-2013

TENDER REFERENCE	:	001/GOMP/DRUG/2012, Dt.21.06.2012
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	22.06.2012 to 12.07.2012
PREBID MEETING WILL BE HELD ON	:	05.07.2012 AT 11.00 A.M. AT II Floor, 417, Pantheon Road, Egmore, Chennai - 600 008.
LAST DATE FOR SALE OF TENDER DOCUMENT/ Downloading from www.health.mp.gov.in	:	12.07.2012
LAST DATE AND TIME FOR RECEIPT OF TENDER	:	13.07.2012 upto 10.30 A.M.
TIME AND DATE OF OPENING OF TENDER	:	13.07.2012 at 11.30 A.M.
PLACE OF OPENING OF TENDER	:	Tamilnadu Medical Services Corporation Ltd., AT II Floor, 417, Pantheon Road, Egmore, Chennai - 600 008.
ADDRESS FOR COMMUNICATION	:	Director Public Health, 4 th Floor, Satpura Bawan, Bhopal 462004
Cost of the Tender Document	:	Rs.5,625/- (Inclusive of Tax) Rs.250/- extra for postal charges

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**TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO
VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF
MADHYS PRADESH FOR A PERIOD OF ONE YEAR FROM THE
DATE OF ACCEPTANCE OF TENDER**

The Director Public Health for and on behalf of Government of Madhya Pradesh(GOMP), (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires) invites TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF TENDER.

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

- (a) Sealed Tenders [in two separate covers {Technical bid (Cover "A") and Price Bid (Cover "B")}]] will be received till **10.30 AM** on **13.07.2012** by the Director Public Health on behalf of Government of Madhya Pradesh at 417, Pantheon Road, Egmore, Chennai - 600 008, for the supply of Drugs and Medicines to various Government hospitals of Government of Madhya Pradesh for a period of one year from the date of acceptance of tender.
- (b) The bid will be valid for a period of 120 days from the date of opening of Cover A (Technical Bid) and prior to the expiration of the bid validity the Tender Inviting Authority may request the tenderers to extend the bid validity for further period as deemed fit.

2. **ELIGIBILITY CRITERIA**

- (a) Tenderer shall be a manufacturer having valid own manufacturing license or direct importer holding valid import license. Distributors / Suppliers / Agents / Loan licensee are not eligible to participate in the Tenders.
- (b) Average Annual turnover in the last three years i.e. 2008-09, 2009-10 and 2010-11 shall not be less than **Rs. 2 Crores** and turnover for the year 2010-11 should also be not less than **Rs.2 Crores**.
- (c) (i) Tenderer should atleast have 3 years Market Standing as a manufacturer / importer for each drug quoted in the tender as manufacturer or importer.
ii) Tenderer should have permission to manufacture the item /drug quoted as per specification in the tender from the competent authority.
- (d) Tender should not be submitted for the product/ products for which the concern / company has been blacklisted on quality grounds either by TNMSC or by any other State / Central Government organization.
- (e) The Company / Firm which has been blacklisted either by Tender Inviting Authority or by any State Government or Central

Government Organization should not participate in the tender during the period of blacklisting.

- (f) The tenderer should give a notarized affidavit that they have not been blacklisted for the quoted product/firm by any State or central organization or by government of Madhya Pradesh and are eligible to participate in the present tender.(Notarized Affidavit per Annexure IV).If the information of your firm is found to be incorrect in due course action will be initiated as per the tender conditions and EMD forfeited.

3. **GENERAL CONDITIONS.**

- (i) (a) A complete set of tender documents may be purchased by any interested eligible person on an application in writing and upon payment of a non-refundable fee as indicated in the advertisement in the form of DD drawn in favour of Director Public Health payable at Bhopal.

(b) Alternatively,the tender document can be downloaded from the website <http://health.mp.gov.in>. However the cost of demand draft in favour of Director Public Health,payable at Bhopal should be submitted with the tender document.

- (ii) Tender documents may be purchased at 417,Pantheon Road Egmore, Chennai -600 008 between 10.30 AM to 5PM on or before 12.7.2012 on all working days either in person or by post. Tender

inviting Authority will not be responsible in any way for postal delay.

- (iii) All tenders must be accompanied with Earnest Money Deposit as specified in clause 4.1(a) of the Tender document .
- (iv) Tenders will be opened in the presence of tenderers / authorized representatives who chooses to attend on the specified date and time at 3nd floor ,No 417 Pantheon Road Egmore Chennai-600 008.
- (v) (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 Tenderer, modify the condition in Tender documents by an amendment. All the prospective tenderers who have received the tender document will be notified of the amendment in writing 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 downloaded the tender document should watch for amendment, if any, in the website of GOMP and Tender inviting authority will not issue separate communication to them.

Interested eligible tenderers 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"**

- (1) The tenderer should furnish the following in a separate cover hereafter called "Cover A".(**All documents should be signed and sealed by the tenderer on each page and Xerox copies should be attested by the tenderer and also be notorised on each page**)
 - (a) Earnest Money Deposit, **shall be Rs 50,000/-** in the form of FDR of a nationalized bank (pledged to Director Public Health, Madhya Pradesh), payable at Bhopal.No exemption from payment of EMD is permitted.
 - (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 tenderer should furnish attested photocopy of Licence for the product duly approved by the Licencing authority for each and

every product quoted as per specification in the tender. The licence must have been duly renewed upto date and the items quoted shall be clearly highlighted in the licence.

- (d) Attested photocopy of valid import licence in Form 10 accompanied with Form 9 and form 41(As per rule 122 A of Drugs and Cosmetic s Act), if the product is imported. The licence must have been renewed up to date. A copy of a valid licence for the sale of Drugs imported by the firms issued by the licencing authority shall be enclosed.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the tenderer should sign the tender documents.
- (f) Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender Inviting Authority.
- (g) Market Standing Certificate issued by the Licencing Authority as a Manufacturer for each drug quoted for the last 3 years (Certificate should be enclosed with list of items). In case of direct importer, evidence for importing the said items for the last three years.

- (h) Performance statement of manufacture/import to establish 3 years market standing as per format in Annexure V
- (i) Non-conviction Certificate issued by the Drugs Controller of the State certifying that the drugs quoted (along with list of items) have not be cancelled during last three years.
- (j) Current Good manufacturing practices Certificate (cGMP) as per revised Schedule-'M' (for manufacturers only) issued by the Licencing Authority. The tenderer shall also furnish a notarized affidavit in the format given in **Annexure-III** declaring that the tenderer complies the requirements of cGMP (as per revised **Schedule-'M'**).The importers shall also produce the cGMP certificate of their principal's company.
- (k) Annual turnover statement for 3 years i.e., 2008-09, 2009-10 and 2010-11 in the format given in **Annexure-VI** duly certified by the Auditor.
- (l) Copies of the Balance Sheet and Profit and Loss Account for the three years i.e. 2008-09, 2009-10 and 2010-11 duly certified by the practising Chartered Accountant.
- (m) Sales Tax Clearance certificate, as on 31.03.2011 (as per form attached in **Annexure-I**).

- (n) 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, notarized by the Notary Public.
- (o) Details containing the name and address of the Manufacturing premises where the items quoted are actually manufactured should be given in Annexure -X.
- (p) Documents, if any, to show that the manufacturing unit / importer has been recognized, by WHO, UNICEF, ISO Certificate etc.,
- (q) Details of technical personnel employed in the manufacture and testing of drugs (Employee Name, Qualification, Experience) as endorsed in license.
- (r) List of items 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**.
- (s) A checklist (Annexure XVI) indicating the documents submitted with the tender documents and their respective page number shall be enclosed with the tender document. The documents

should be serially arranged as per Annexure -XVI and should be securely tied and bound.

- (t) The tender document should be signed by the tenderer in all pages with office seal.
- (u) All documents enclosed with the tender document should also be signed by the tenderer.

4.2. The above documents should be sealed in a separate Cover Superscribed as "TECHNICAL BID - COVER "A" - TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS GOVERNMENT HOSPITALS (ON BEHALF OF GOVERNMENT OF MADHYA PRADESH) FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF TENDER DUE ON 13.07.2012 AT 11.30AM TO BE ADDRESSED TO THE DIRECTOR PUBLIC HEALTH(ON BEHALF OF GOVERNMENT OF MADHYA PRADESH) NO 417 PANTHEON ROAD 2ND FLOOR EGMORE , CHENNAI - 600 008.

5. PRICE BID - COVER "B"

- 1. Cover "B" contains Price Bid of the Tenderer.
 - (i) Bid should be typewritten and every correction and interlineations in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.

- (ii) Each page of the price bid should be duly signed by the tenderer affixing the office seal.
- (iii) (a) The tenderer shall fill in the rate in the **Annexure-XVII** and **Annexure-XVIII** for item/s quoted and also in the Compact Disc (CD) (sold with tender document) and such filled in **Annexure-XVII and Annexure-XVIII** along with the Compact Disc (CD) (Soft Copy) should be submitted.

(b) The tenderers who have downloaded Tender document, shall also download and copy the EXE (Executable) file in the Compact Disc (CD). Such Compact Disc (CD) may be used for quoting the rate in soft copy.
- (iv) 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 customs duty and central excise duty and sales tax as a part of the price as detailed below:
 - a) In evaluation of the price of an imported item, the price has to be determined inclusive of the customs duty;
 - b) 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.

- (v) The rate quoted in column 8 of **Annexure-XVII** should be for a unit and for the given specification. The tenderer is not permitted to change / alter specification or unit size given in the **Annexure XVII**.
- (vi) The tenderer is required to furnish the break up details of landed price in **Annexure-XVIII**.
- (vii) The rate quoted in column 8 of **Annexure-XVII** and in column 9 of **Annexure-XVIII** should be one and the same.
- (viii) The details of rates and manufacturing capacity given in **Annexure-XVII** should also be entered clearly in the Compact Disc (CD) as per the instructions given along with the tender. In the event of discrepancy between the entries in the CD and the original bidding document, the entries in the bidding document will prevail and the entries in the CD will be corrected accordingly at the time of price evaluation.
- (ix) The bidder shall necessarily quote the excise duty or customs duty applicable and when the item is excisable or imported as the case may be.
- (x) 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 **(Also refer clause 16.6)**.

- (xi) 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.
- (xii) The bidder who has quoted excise " NIL " in ANNEXURE-XVIII and the item is excisable, at award of contract, will be eligible for payment only on production of invoices drawn as per Central Excise Rules.

5. (2). The tenderers shall submit duly signed **Annexure-XVII and Annexure-XVIII** and soft copy of **Annexure-XVII and Annexure-XVIII** (Compact Disc (CD)) in a sealed cover Superscribed as **"PRICE BID COVER "B" - TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF TENDER"**.

The "Cover B" should also be addressed to the **DIRECTOR PUBLIC HEALTH ON BEHALF OF GOVERNMENT OF MADHYA PRADESH,NO 417 PANTHEON ROAD 2ND FLOOR, EGMORE, CHENNAI - 600 008.**

5. (3). Two separately sealed covers {Technical bid (Cover "A")} {Refer Clause No.4.2} and Price Bid (Cover "B")} { Refer clause 5.(2) } shall be placed in a cover which shall be sealed and Superscribed as **"TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF TENDER DUE ON 13-07-2012 AT 11.30 AM AND ADDRESSED TO TE DIRECTOR PUBLIC HEALTH ON BEHALF OF GOVERNMENT OF MADHYA PRADESH NO 417 PANTHEON ROAD 2ND FLOOR EGMORE CHENNAI-600 008** which shall be submitted with in the date and time as specified in Clause 1(a).

5.(4). If the last date for submission of Tender is declared holiday, the tenders may be submitted on the next working day upto 11.00 A.M.

6. **OPENING OF COVER "A" AND COVER "B" OF TENDER**

(a) All the tenderers are entitled to be present at the date and time for opening of Technical Bid - Cover "A" of the tender submitted by them.

(b) Tenderers, who were found eligible on satisfying the criteria for technical evaluation and inspection, will only be invited to be present at the date and time for opening of Price Bid - Cover "B" of the tender.

7. **EARNEST MONEY DEPOSIT**

The Earnest Money Deposit referred to at Clause 4.1(a) shall be Rs 50,000/- . The Earnest Money Deposit shall be paid in the form of FDR Fixed deposit receipt of a Nationalised Bank (Pledged to Director Public Health, Madhya Pradesh for a period of 18 months from the date of 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.** Earnest Money Deposit will not earn interest.

8. **EARNEST MONEY DEPOSIT EXEMPTION .**

(1) No exemption from payment of EMD is permitted.

(2). (i) The tenders submitted without sufficient EMD will be summarily rejected.

(ii) The Earnest Money Deposit of the successful tenderer 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, which ever is later.
- (v) The EMD will be forfeited if the tenderer withdraws his bid during the period of bid validity.
- (vi) The EMD will be forfeited, in case of the successful bidder fails to execute the contract agreement and deposit the Security Deposit within the stipulated time.
- (vii) the tenderer whose manufacturing unit is found to be not complying with the cGMP (but furnished an affidavit in Annexure -III) during inspection, will be levied with a fine of Rs 50,000/- or the expenditure incurred by the purchaser (GOMP) in such inspection, whichever is higher. This fine amount will be deducted without any notice.

9. **OTHER CONDITIONS**

- 9.1. The orders will be placed by the competent authorities of Health Medical Education, and GAS rahat of govt. of Madhya Pradesh (herein after referred to as Ordering Authority) in their respective jurisdictions.

- a. Chief Medical & Health Officer
- b. Chief Medical & Health Officer, Gas Rahat
- c. Civil Surgeon cum Hospital Superintendent
- d. Superintendent, Special Hospitals
- e. Superintendents ,Gas rahat hospitals
- f. Superintendent cum Joint Director Medical College

9.2. 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. The rates quoted should not vary with the quantum of the order or the destination.

9.3 Tender has been called for in the **generic names of drugs**. The tenderers should quote the rates for the generic products. The composition and strength of each product should be as per details given in **Annexure-VII**. Any variation, if found, will result in to the rejection of the tender. However the imported/combination drugs are allowed to be supplied in the trade name.

9.4 Rates (inclusive of Excise Duty, Customs duty, C.S.T., transportation, insurance, and any incidental charges, but exclusive of Sales Tax) should be quoted for each of the required drugs, medicines etc., separately on door delivery basis 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 tenderers.

- 9.5 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.
- 9.6 The price quoted by the tenderers shall not, in any case exceed the controlled price, if any, fixed by the 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 tenderer.
- 9.7 To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one tenderers.
- 9.8 The rates quoted and accepted will be binding on the tenderer for full contract period of one year 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.

- 9.9 No tenderer 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 tenderers 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 summarily rejected.
- 9.10 The drug formulation like injection, oral drugs and tablets, rates should be quoted only for the composition stated in the tender. Blood products should be supplied only after getting HIV and Hepatitis-B screening certificate. A copy of these Certificates should be sent with every consignment and every invoice.
- 9.11 Supplies should be made directly by the bidder and not through any other agency.

9.12 The tenderer shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority. The tenderer 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.

10. **ACCEPTANCE OF TENDER**

10.1 The rate evaluation committee formed by the Director Medical Service,GOMP will evaluate the tender with reference to various criteria and one of such criteria is that the rate per unit exclusive of tax (landed price) for determining the L1 rate (Lowest rate).

10.2 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.

10.3 Tender Inviting Authority or his representative(s) has the right to inspect the factories of tendereres ,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. Manufacturer (bidder) premises

inspected by TMNSC and found as per GMP standards in recent past will be accepted for this tender.

10.4 The acceptance of the tenders will be communicated to the successful tenderers in writing.

10.5 The rates of the successful tenderers would be valid for one year as annual rate contract and extendable by 3 months by mutual consent.

11. SECURITY DEPOSIT AND AGREEMENT

11.1 On being informed about the acceptance of the tender and before signing the agreement, the successful tenderer shall pay the Security Deposit as indicated below in the form of **Fixed deposit receipt or irrevocable Bank Guarantee pledged to Director Public Health, Government of Madhya Pradesh payable at Bhopal, valid for 15 months from the date of acceptance of the tender.**

(a) Total value of contract undertaken upto Rs.1 Crore	5% of the Contract Value subject to minimum of Rs.5,000/-
(g) Total Value of contract undertaken Exceeding Rs.1.00 Crores	Rs.5.00 Lakhs Plus @ 3% of the order value over and above Rs.1.00 Crores.

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.

- 11.2. The successful tenderer shall execute an agreement (3 copies) on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority viz. the Director Public Health ,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>
- 11.3 The tenderer 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
- 11.4 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 tenderer if delivered to him or left at the premises, places of business or abode..**
- 11.5 If the successful tenderer 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 sustained by the Tender Inviting Authority apart from blacklisting the supplier.

12. **SUPPLY CONDITIONS**

12.1 Purchase orders along with the delivery destinations will be placed on the successful tenderer at the discretion of the Ordering Authority.

12.2 All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order. The supplied medicines and Drugs (covered in Schedule P of Drugs & Cosmetics Act) should have a maximum potency through out the shelf life period as prescribed in the Drugs & Cosmetics Act 1940 and rules there under. All other items of drugs and medicines should have a shelf life period of minimum 2 years from the date of manufacture. The medicines and Drugs should be supplied within 60 days from the date of manufacture. All drugs supplied should have atleast a minimum of 3/4th of the shelf life of the drug supplied at the time of supply.

12.3 (a) The supply should be started within 30 day from the date of purchase order and should be completed within 45 days from the date of purchase 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 5PM of 60th day from the date of issue of the purchase order.

12.4 The supplier shall complete the earliest purchase order before commencing the supply of subsequent purchase orders. In case of non-execution GOMP reserves the right to place purchase order (partially/ fully) on alternate source at the risk and cost of the defaulting tenderer.

12.5 The Tenderer must submit a Test Analysis report from commercially Government approved laboratory for every batch of drug along wit 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 he is bound to replenish the same with government approved lab test report.

The Drugs and medicines supplied by the successful tenderer shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

12.6. Tenderer should supply the product, within 60days from the date of manufacture of that product. In case, the product is received

after 60 days from the date of manufacture and the product is not consumed before its expiry /expired quantity with fresh stock of longer shelf life, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

12.7 If the tenderer fails to execute the supply within the stipulated time, the Tender Inviting 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 tenderer 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 the penalty in Clause 19.

12.8 The order stands cancelled at the end of 60t day from the issue of the purchase order after levying penalty on the value of the unexecuted order. Further ,the tenderer 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.

- 12.9 It shall be the responsibility of the Tenderer 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.
- 12.10 The tenderer shall take back drugs ,which are not utilized by the tender inviting Authority within the shelf life period based on mutual agreement.
- 12.11 If at any time the Tenderer has,in the opinion of theTender inviting 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 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 Tenderer within 7 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, powercut and labour disputes.
- 12.12 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.

13. 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.**

13.1 Tenders for the supply for Drugs and medicines etc., shall be considered only if the tenderer 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.**

13.2 All tablets and capsules have to be supplied in standard packing of 10 x 10 in strip or blister packing 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.

13.3 Vials, Ampules and Bottles containing the items tendered for should also carry the printed logogram of proportionate size.

13.4 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).

Tenderers who are not willing to agree to conditions above will be summarily rejected.

14. **PACKING**

14.1. 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**.

14.2 If bar coding is enforced by Government of India, then tenderers 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**.

14.3 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.

14.4 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.

14.5 The capsules of bottle preparations should not carry the name of the supplier.

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

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

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

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

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

14.11 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 tenderer 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.

15. **QUALITY TESTING**

15.1 Samples of supplies in each batch will be tested at supplier's lab and subsequently the same batch sample will be sent to Government empanelled lab (Selected through TNMSC tender) and the cost of testing would be borne by the Supplier. Both the test certificates will be sent by supplier along with the supplies without which the payment will not be released. The drugs sample can also be taken by State Drug Authority from user points.

15.2 The Drugs shall have the active ingredients at the maximum permissible level throughout the shelf life period of the drug. The samples will 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.

15.3 In the event of the samples of Drugs and medicines supplied fails in quality tests or found to be not as per specifications 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 tenderer 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.

15.4 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.

15.5 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.

16. **PAYMENT PROVISIONS**

16.1 No advance payments towards costs of drugs, medicines etc., will be made to the tenderer.

16.2 The verification of the bills of the supplier and supplied drugs /Hospital goods would be done by the Stores in-charge at the district 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. Payments towards the supply of drugs, medicines, will be made strictly as per 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 Tenderer shall furnish the relevant details in original (Annexure -XV) to make the payment through RTGS/core banking/NEFT.

- 16.3 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 the analytical report regarding quality the payment would be made in 30 days and responsibility would rest with the CMHO,Civil surgeon and all other Purchase Officers.The payment would be made within 45 to 60 days of the receipt of drugs and pass in the quality tests.
- 16.4 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 commercial laboratories approved by government or Approved laboratories of ordering authority.

16.5 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 tenderer himself, the tenderer 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 tenderer fails to notify or fails to agree for such reduction of rates.

16.6 (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 tenderer 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

17. **HANDLING .TESTING AND SUNDRY CHARGES**

In all supplies ,1.5% of the supply value shall be deducted towards handling,testing and sundry charges.

18. LIQUIDITY DAMAGES AND OTHER PENALTIES

18.1 If the supply reaches the designated places between 5PM of the 45th day and 5PM of the 60th day from the purchase order, a liquidated damages will be levied at 0.55 per day for delayed supply between 46th day and 60th day upto a maximum of 7.55 ,irrespective of the ordering authority having actually suffered any damage/loss or not,on account of delay in effecting supply.

18.2 If there is any unexecuted orders after 5PM of 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.

18.3 if the supply is received in damaged condition it shall not be accepted .In case of damage in the packing,the supply will be accepted only after levying penalty on the total value of the supply to that destination place.Further the Performance security (SD) would be forfeited with a notice to the supplier.

18.4 All the tenderers are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender conditions separate damages will be levied @ 2% irrespective of the ordering authority having already suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in clause No 14.11.

19. DEDUCTION & OTHER PENALTIES ON ACCOUNT OF QUALITY FAILURE:

19.1. If the samples do not conform to statutory standards, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 30 days of the receipt of the letter from Tender Inviting Authority. Such stock shall be taken back at the expense of the Tenderer. The Tender Inviting Authority has the right to destroy such “NOT OF STANDARD DRUGS” if the Tenderer does not take back the goods within the stipulated time. Tender Inviting 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.

19.2. If any items of Drugs/Medicines supplied by the Tenderer 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 Tenderer, if payment had already been made to him. In other words the Tenderer 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 is entitled to deduct the cost of such batch of drugs from any amount payable to the Tenderer. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.

19.3. 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 supplies shall be accepted from them till the firm is legally discharged. The Tenderer 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 Director of Drugs Control of concerned State will be informed for initiating necessary action on the Tenderer in their state.

- 19.4. The Tenderer 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.
- 19.5. 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.
- 19.6. 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 Tenderer will not be entitled for any compensation whatsoever in respect of such termination.
- 19.7. 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 Tenderer 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 Tenderer or from his properties, as per rules.

19.8. Non performance of any of the contract conditions and provisions will disqualify a firm from participating in the tender for the next five years.

19.9. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 12.11, Clause 14.11 and in Clause 15.3 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 in making such purchases from any other sources or in the open market or from any other Tenderer 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 fine by the Ordering Authority, the supplier can make an appeal with the concerned Directors. Aggrieved by the decision of the concerned Director, the supplier can take up the appeal with the Tender Inviting Authority.

19.10. In all the above conditions, the decision **of the Tender Inviting Authority, viz. Director Public Health, Public Health and Family Welfare Department, Govt. of Madhya Pradesh** 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.

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

20. 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.

21. 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.

22. SAVING CLAUSE

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

23. 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 Chennai.

24. APPEAL:

- (i) Any Tenderer aggrieved by the order passed by the Tender Accepting Authority may appeal to the Secretary (Health) Government of Madhya Pradesh within ten days from the date of receipt of order and the Government shall dispose the appeal within fifteen days from the date of receipt of such appeal.
- (ii) No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the purchaser.

25. 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 Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Scrutiny Committee, shall be sufficient reason to disqualify the bidder.
- (iv) Notwithstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

26. FRAUDULENT AND CORRUPT PRACTICES:

For bidders:

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

of this policy, the purchaser;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party (*“another party” refers to a public official acting in relation to the procurement process or contract execution*). In this context, *“public official” includes staff and employees of other organizations taking or reviewing procurement decisions.*

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (*a “party” refers to a public official; the terms “benefit” and “obligation” relate to the procurement process or contract execution; and the “act or omission” is intended to influence the procurement process or contract execution*).

(iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*“parties” refers to participants in the procurement*

process (including public officials) attempting to establish bid prices at artificial, non competitive level].

(iv) “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (*a “party” refers to a participant in the procurement process or contract execution*).

(v) “obstructive practice” is

(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 investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

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

(b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged

in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

- (c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.
- (d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
- (e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

For suppliers:

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.

27. JURISDICTION

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