

NOT TRANSFERABLE

Ref.No: 204/GOMP/DRUG/2013, Dt.30.05.2013

**DIRECTOR MEDICAL SERVICES,
(INCHARGE PROCUREMENT),
DIRECTORATE OF HEALTH SERVICES,
GOVERNMENT OF MADHYA PRADESH**

INVITES

**ONLINE TENDER FOR THE ANNUAL RATE CONTRACT &
SUPPLY OF DRUGS AND MEDICINES TO VARIOUS
HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR
A PERIOD OF ONE YEAR FROM THE DATE OF SIGNING OF
CONTRACT**

FOR THE YEAR 2013-14

**LAST DATE FOR ONLINE PURCHASING OF TENDER
DOCUMENT is 21.06.2013 till 1730 Hrs from
<http://health.mpeprocurement.gov.in>
Online Helpline:MP-155343 Toll Free:18002335343
Information: Directorate of Health Services, Satpura
Bhawan, Bhopal 462004.
Phone: 0755-2571694
Website: www.health.mp.gov.in**

DIRECTOR MEDICAL SERVICES (INCHARGE PROCUREMENT),
 DIRECTORATE OF HEALTH SERVICES,
 , GOVERNMENT OF MADHYA PRADESH AT
 4th Floor SATPURA BHAWAN BHOPAL-462004

**ONLINE TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO
 VARIOUS HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR
 A PERIOD OF ONE YEAR FROM THE DATE OF SIGNING OF CONTRACT
 WITH THE SELECTED BIDDER**

Online Helpline: MP-155343 Toll Free: 18002335343

YEAR 2013-2014

TENDER REFERENCE : 204/GOMP/DRUG/2013,Dt. 30.05.2013

ONLINE KEY SCHEDULE:

Seq No	HEALTH Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Tender Preparation And Release of NIT	-	30.05.2013 11:00	01.06.2013 17:30
2	-	Tender Purchase - Online	01.06.201317:31	21.06.201317:30
3	-	Tender Download	01.06.201317:31	21.06.201317:30
4	-	Submit Bid - Hash Online	01.06.201317:31	24.06.201317:30
5	Close for Bidding - Generation of Super Hash	-	24.06.201317:31	24.06.201318:00
6	-	Submit Bids Online - Re-encryption	24.04.201318:01	27.04.2013 17:30
7	Open EMD (Technical Bid)	-	28.06.201311:30	28.06.201317:30
8	Open Financial / Price-Bid	-	08.07.201311:30	08.07.201317:30

Last Date for Submission of Technical Bid & EMD physically E.M.D. and Other Documents (not applicable to price bid. If price bid submitted manually bid will be rejected) to Addl Director (Procurement) Directorate of Health Services 5th Floor, Satpura Bhawan, Bhopal through speed post is 27.06.2013 up to 17.30 Hrs . Bidder has to upload scan copy online the relevant documents.

The tender will be opened on 28.06.2013 at 11:30hrs at the Meeting Hall, Directorate of Health Services, 4th floor , Satpura Bhawan, Bhopal

PLACE OF ONLINE OPENING OF TENDER :AT 4th floor, Meeting Hall,
 Satpura Bhawan
 Bhopal - 462 004.

COST OF ONLINE TENDER DOCUMENT:

SrNo	Stage	Tender Cost
1	Tender Purchase - Online	5000.00

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**ONLINE TENDER FOR THE ANNUAL RATE CONTRACT & SUPPLY OF
DRUGS AND MEDICINES TO VARIOUS HOSPITALS OF GOVERNMENT
OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR FROM THE DATE
OF ACCEPTANCE OF TENDER**

The Director Medical Service, (In-charge, Procurement) , Government of Madhya Pradesh (GOMP), (hereinafter 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 DRUGS AND MEDICINES 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.

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

- (a) Online tenders are invited on behalf of the Government of Madhya Pradesh as specified herein tender document and will be received online as per the Key Dates in the Notice published on the website <http://health.mpeprocurement.gov.in>. [in two separate covers online i.e. Envelope Code ED (Cover 'A') = EMD

& Technical documents and C1=Financial and Price Bid (Cover "B"))] will be received online on 24.06.2013 **till 1730 Hrs.** Bidder has to submit original EMD and technical document in physical form on or before 27.06.2013 **till 17:30 Hrs. addressed** to the DIRECTOR MEDICAL SERVICES (INCHARGE PROCUREMENT), DIRECTORATE OF HEALTH SERVICES, Government of Madhya Pradesh at Office of the **Addl Director (Procurement) Directorate of Health Services 5th Floor, Satpura Bhawan, Bhopal** 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 entering into the contract with the selected bidder. If EMD is not submitted physically on or before the specified date and time of online bid submission, bid will be rejected

- (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 having valid import license issued by competent

authority. Distributors / Suppliers / Agents / Loan licensee are not eligible to participate in the Tenders.

b) Bidder's Average Annual turnover in the last three years i.e. 2010-11, 2011-12 and 2012-13 shall not be less than Rs. 2 Crores. Further turnover for the year 2012-13 should also be not less than Rs.2 Crores .

c) Tenderer/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 qty. If annual production capacity is less than the double the quoted quantity and/or the quoted/offered quantity is less, bid shall be rejected .

d) (i) Tenderer or direct importer's principle firm should at least have 3 years Market Standing as a manufacturer/direct importer for each drug quoted in the tender as manufacturer/direct importer.

ii) Tenderer or direct importer's principle firm should have permission to manufacture the item /drug quoted as per specification in the tender from the competent authority. The imported product will be accepted in Generic / Brand Name with Govt. of MP Logogram affixed / printed.

e) 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.

- f) 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.

(g) The tenderer should give a notarized affidavit stating that “the company has not been blacklisted for the quoted product/firm by any State or central 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 <http://health.mpeprocurement.gov.in> by making online payment. **The last date & time of purchase of tender document is 21/06/2013 17:30 and the last date of Tender Download is 21/06/2013 17:30 .No objections related to technical evaluation would be accepted after the price bid opening.**

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 <http://health.mpeprocurement.gov.in> .Bid Submitted only on-line will be accepted.

- (i) Tender documents may be purchased only Online from <http://health.mpeprocurement.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.
- (iii) Tenders will be opened online in the presence of tenderers / authorized representatives who chooses to attend on the specified date and time at Meeting Hall ,4th Floor, Satpura Bhawan ,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 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 only through website , i.e. <http://health.mpeprocurement.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/<http://health.mpeprocurement.gov.in> 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 physical documents in below prescribed formats 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 notarized on each page.

Note: Please ensure that price bid/Financial proposal should not be submitted manually in any case in any Cover/Envelope because this may lead to rejection of the bid.

FOR ONLINE SUBMISSION FOLLOWING CODES TO BE MAINTAINED:

Cover A =Envelope 'A' . Envelope A=Scan copy of EMD and its details and Scan copy of Technical documents and its detail.

Cover B = Envelope C1 that is Financial Proposal.

a) Earnest Money Deposit **shall be Rs 200000/- fixed in** the form of unconditional irrevocable Bank Guarantee of a scheduled bank and should be pledged to DIRECTOR MEDICAL SERVICES (INCHARGE PROCUREMENT), Directorate of Health Services, and Madhya Pradesh, 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 <http://health.mpeprocurement.gov.in> .**

If bid opening date is extended by the tender inviting authority, unconditional Irrevocable BG should also be extended by the bidder. Bid submitted with short validity will be rejected.

- (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 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 upto date and the items quoted shall be clearly highlighted in the 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 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 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 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 Licensing 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 such as bill of lading, bill of entry for last three years and

certificate of analysis are to be produced as and when asked by the Tender Inviting Authority/Ordering Authority.

- (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.
- (j) The manufacturer has received 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.; In case of Imported drugs, labels and

product literature of all quoted product(s) must be submitted with WHO-GMP issued by exporting countries like U.S. FDA etc/COPP of their Principle Manufacturing company/firm. The tenderer shall

also furnish a notarized affidavit in the format given in

Annexure-III declaring that the tenderer 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.

(k) Annual turnover statement for 3 years i.e., 20010-11, 20011-12 and 2012-13 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. 20010-11, 20011-12 and 2012-13 duly certified by the practicing Chartered Accountant.

(m) Sales Tax Clearance certificate, as on 31.03.2013 (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 duly notarized..

(o) 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.

(p) The manufacturer (bidder) should furnish the formulation wise annual production capacity either issued by Industries

Department or by competent drug regulatory body.

- (q) Details of technical personnel employed in the manufacture and testing of drugs (Employee Name, Qualification, and Experience) as endorsed in license.
- (r) 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**.
- (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. All pages of tender document should be numbered.
- (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.
- (v) **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 further information, Contractors are requested to contact NexTenders (India) Pvt. Ltd., A-6 Sahyog Parisar, E-8 Shahpura , Opp. Maakhan Lal University, Bhopal - 462 039, Tel. No.: 0755 - 4075010, Email Address: bhopal@nextenders.com Helpline : For MP 155343 Toll free: (India) 1800 233 5343**

4.2. For physical submission, the above documents should be in a separate Cover Superscribed as "TECHNICAL BID - COVER "A" - TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO VARIOUS HOSPITALS (OF GOVERNMENT OF MADHYA PRADESH) FOR A PERIOD OF ONE YEAR FROM THE DATE OF SIGNING OF RATE CONTRACT TO BE OPENED ON 28.06.2013 AT 11:30 HRS TO BE ADDRESSED TO THE DIRECTOR MEDICAL SERVICES, (INCHARGE PROCUREMENT), DIRECTORATE OF HEALTH SERVICES, GOVERNMENT OF MADHYA PRADESH, 4TH FLOOR SATPURA BHAWAN BHOPAL 462004 TO BE SUBMITTED upto 27.06.2013 day upto 17:30 TO THE - Addl Director (Procurement) Directorate of Health Sevices 5th Floor, Satpura Bhawan, Bhopal

5. Price Bid(Envelope code 'C1') has to be submitted online only. No price bid should be submitted manually otherwise bid shall be liable to reject. Online PRICE BID - COVER C1" " This envelop should be submitted online only. In case of manual submission bid will be rejected.

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.

(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 central excise duty as a part of the price but exclusive of sales tax as detailed below:

- a) deleted
- 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 10 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**.

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

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**).

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 subject to clause no.16.6.

6. ONLINE OPENING OF COVER "A"(ED) & COVER "B"(C1) OF TENDER

- (a) All the tenderers are entitled to be present at the date and time for opening of Technical Bid - Cover "A" as per the online key schedule of the tender submitted by them.
- (b) Tenderers, who are 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 Directorate must be submitted within seven days, after this period no application would be entertained.

Also, bidder may view the opening status from their end itself.

7. EARNEST MONEY DEPOSIT

The Earnest Money Deposit referred to at Clause 4.1(a) shall be **Rs2,00,000/-**. The Earnest Money Deposit shall be paid in the form of Unconditional Irrevocable Bank Guarantee issued by a Scheduled Bank (Pledged to DIRECTOR MEDICAL SERVICES, (INCHARGE PROCUREMENT), Directorate of Health Services, 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 <http://health.mpeprocurement.gov.in> Unconditional Irrevocable Bank Guarantee 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.**

- (1) No exemption from payment of EMD is permitted.
- (2). (i) The tenders submitted without sufficient EMD and/or with short validity will be 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, whichever 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 who 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 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**

10.1The orders will be placed by the competent authorities of DoPH & FW, Medical Education, GAS Rahat departments of Government of Madhya Pradesh (herein after referred to as Ordering Authority) in their respective jurisdictions, namely:

- a. Tender Inviting Authority Director (Incharge Procurement)/Director Medical Services
- b. Chief Medical & Health Officer
- c. Chief Medical & Health Officer, Gas Rahat
- d. Civil Surgeon cum Hospital Superintendent
- e. Superintendent, Special Hospitals

f. Superintendents ,Gas Rahat hospitals

g. Superintendent cum Joint Director Medical College

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 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 into the rejection of the tender. However the combination drugs are allowed to be supplied in the trade name.

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 tenderers.

- 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 tenderers 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 tenderer at any stage (during the currency of the contract)
- 10.7 **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.**
- 10.8 The rates quoted and accepted will be binding on the tenderer 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 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 rejected.
- 10.10 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.
- 10.11 Supplies should be made directly by the bidder and not through any other agency.
- 10.12 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.

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 tenderers ,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 tenderers in writing.

11.5 The rates of the successful tenderers 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 tenderer shall pay the 10% Performance Security Deposit of the contracted value in the form of unconditional irrevocable Bank Guarantee pledged to DIRECTOR MEDICAL SERVICES, (INCHARGE PROCUREMENT), Directorate of Health Services, 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 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 MEDICAL SERVICES, (INCHARGE PROCUREMENT), Directorate of Health Services, 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 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.
- 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 tenderer if delivered to him or left at the premises, places of business or abode.**
- 12.5 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 (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 along with the delivery destinations will be placed on the successful tenderer at the discretion of the Ordering Authority.

13.2 **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 throughout 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. . All drugs supplied should have at least a minimum of 3/4th of the shelf life of the drug supplied at the time of receipt of supply at consignee end.**

13.3 (a) The supply should be 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.

13.4 The supplier shall complete the earlier 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.

13.5 The Tenderer must submit a Test Analysis report (Certificate of Analysis) from GoMP's 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 tenderer 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.

13.6. Tenderer should try to supply the product which is not older than 60 days. In case, the product supplied is older than 60 days (i.e. 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 will be replenished by the supplier, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

- 13.7 If the tenderer 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 tenderer 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 e-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.

13.8 The order stands cancelled at the end of 60th 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.

13.9 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.

13.10 The tenderer shall take back drugs, which are not utilized by the tender inviting Authority within the shelf life period based on mutual agreement.

13.11 If at any time the Tenderer 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 Tenderer within 7 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, powercut and labour disputes.

13.12 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.

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.**

14.1 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**.

14.2 All tablets and capsules have to be supplied in standard packing

of 10 x 10 in strip or blister packing (and/or as per pack size mentioned in Annexures 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, Ampules and Bottles containing the items tendered for should also carry the printed logogram of proportionate size.

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).

Tenderers 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 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**.

- 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 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 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 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 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.

16.3 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/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 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.

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 drugs, medicines etc., will be made to the tenderer.

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 Tenderer 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 tenderer 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> and also by email on adddirectorprocurementmp@gmail.com.

- 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 within 45 to 60 days from the date of receipt of invoice (s) and all other relevant documents and responsibility would rest with the CMHO, Civil surgeon and all other Ordering Authorities. The payment would be made within 45 to 60 days of the receipt of drugs and pass in the quality tests.

- 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 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.

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 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.

18. HANDLING, TESTING AND SUNDRY CHARGES:

DELETED

19. LIQUIDATEDY DAMAGES AND OTHER PENALTIES

19.1 If the supply reaches the designated places between 5PM of the 45th day and 5PM of the 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 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.

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 Deliver Challan. Such damaged material should be replaced by the supplier within 30 days from the date of noting on LR/Delivery Challan or else subsequent to no replacement in 30 days the Performance security (SD) would be forfeited with a notice to the supplier. In case of damage only in the outer packing, the supply will be accepted only after levying penalty of 1% 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.

19.4 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 15.11. Details to be referred in clause no 14 and 15.

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

20.1. 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/ordering authority. Such stock shall be taken back at the expense of the Tenderer. The Tender

Inviting Authority/ordering authority has the right to destroy such "NOT OF STANDARD DRUGS" if the Tenderer 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 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/ordering 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.

- 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 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 Controller/Director of Drugs Control of concerned State will be informed for initiating necessary action on the Tenderer in their State.
- 20.4 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.
- 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 Tenderer 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 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.
- 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 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 penalty by the Ordering Authority, the supplier can make an representation with the Director Medical Services, Incharge Procurement. 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, viz. Director (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.

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 Tenderer 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) Notwithstanding 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. 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.

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.

**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.	2010 - 2011	
2.	2011 - 2012	
3.	2012 - 2013	

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.
2010 - 2011					
2011 - 2012					
2012 - 2013					

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.

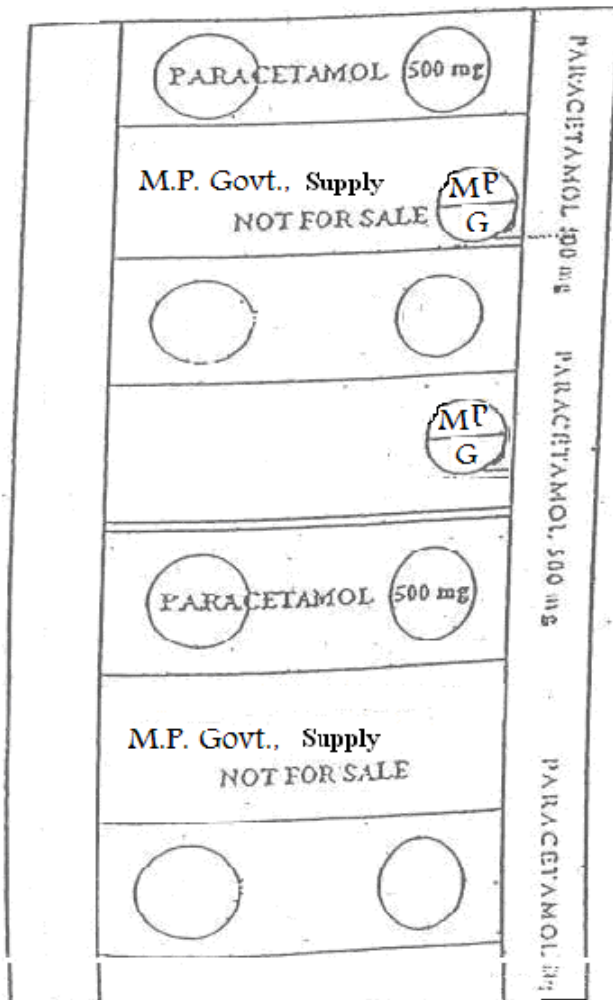
DECLARATION

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 Tenderer
Name in capital letters with Designation

Attested by Notary Public.

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



REAR SIDE
MANUFACTURED BY

MFC. LICENCE NO
 BATCH NO
 DATE OF MANUFACTURE
 DATE OF EXPIRY

SCHEDULE

NOTE:
 BRAND NAME OF THE DRUG
 SHOULD NOT BE
 PRINTED ANY WHERE

DESIGNS FOR LOGORAMS

(ANY SPECIFIC INSTRUCTIONS BY DGCI ISSUED GOI, MOHFW ON REQUEST TO BE COMPLIED BY THE MANUFACTURER For example in case of Albendazole tabs ,batches in two different colors)

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.



LIQUIDS

Liquid preparations should be in glass bottles with pilfer-proof caps bearing the following logograms:



The top of the cap and the label to be affixed on the containers should bear a distinct colour different from the colour of the label of the trade packs and they should be overprinted in red colour with the words “MP Govt. supply - Not for sale” and the logogram above.



OINTMENTS

Ointments should be supplied in tubes bearing the following logograms and the words “MP Govt. supply - Not for sale” overprinted in red colour.



SPECIMEN LABEL FOR OUTER CARTON

**SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF
DRUGS**

**MADHYA PRADESH GOVT. SUPPLY
NOT FOR SALE**

~~~~~  
**(Name of Drugs etc.)**  
~~~~~

CONSTITUENTS OF.....

**Name of the Drug, Manufactured by, Batchno
Mfg.Date, Exp. Date, Quantity/Kit**

Net. Weight :Kg

Manufactured by/Assembled by

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.No204/DRUG/GOMP/2013, Dt30.5.2013 for 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 and accepts all conditions of the Tender.

I/We declare that we possess the valid license and WHO-GMP (COPP) 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 thereunder. 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 (COPP) certification scheme

Signature :

Seal

Name & Address :

To be attested by the Notary.

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 I am enclosing a
certificate duly certified by FDA 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.
no204/DRUG/GOMP/2013, dt.30.05.2013 for the following products.

Sl. No.	Drug Code	Name of the Drug

M/s. _____

Company seal

To be attested by the Notary. (In 20- Rupees Stamp paper)

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 Tenderer _____

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.	2010-11	-
2.	2011-12	-
3.	2012-13	-

Total - Rs. _____ Lakhs.

Average turnover per annual - Rs. _____ Lakhs.

Date:

Seal:

Signature of Auditor/
Chartered Accountant
(Name in Capital)

ANNEXURE-VII

Ref Clause No. 9.2

ONLINE TENDER FOR THE SUPPLY OF DRUGS & MEDICINES ITEMS TO VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF TENDER

1. Every Consignment of Blood and related products should be certified to be
 - (a) HIV Free
 - (b) Hepatitis A ,B C Free
2. Strips of Aluminium foils refer to gauge 04 of BIS.
3. Aluminium foils as back material for blisters refer to gauge 025 of BIS.
4. The rigid PVC used in blister packing should be of not less than 250 micron thickness
5. All glass bottles should be made of new neutral glass.
6. Ointments should be packed in Aluminium Tubes.
7. Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
8. Specification of outer cartons are as given in the Schedule (Annexure-VIII)
9. In case of any conflict between Carton specifications and packets per carton specification (Last column of this table), the specification of the packets / carton shall prevail.
10. All tablets should have a score line.
11. All plastic containers should be made of virgin grade plastics.
12. All plastic jars above 450Gms / ml should carry an inner plastic lid.
13. Injection in vials should have a snap of seals.
14. The strips shall be aluminium strip / blisters with aluminium foil back.

Note: To arrive at the total value [in Annexure XVII (The Landed Price) and (Breakup Details of Landed Price)] for each Drug the tender quantity is in units of 10x10 (i.e. for 10 x 10 tablets of 200units means 20000 tablets) to be quoted for tablets and capsules-(in case of Misoprostol unit is 4 and for Atenolol it is 14x10)

ONLINE TENDER FOR THE SUPPLY OF DRUGS & MEDICINES ITEMS TO VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF TENDER

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S.No	Drug Code	Name Of Drug	Unit	Quantity (In Units)
1	MP0003	Acenocoumarol Tablets I.P 2 Mg	10x10 Tab	10850
2	MP0004	Acenocoumarol Tablets I.P 4 Mg	10x10 Tab	17991
3	MP0010	Allopurinol Tablets I.P.300 mg	10 x 10 Tab	8796
4	MP0012	Amiodarone Tablets I.P.100 mg	10x10 Tab	6194
5	MP0013	Amiodarone Tablets I.P.200mg	10x10 Tab	587
6	MP0020	Amoxycillin Dispersible Tablets I.P. - 250 mg	10 x 10 Tab.	121148
7	MP0021	Antacid Tablet containing Aluminium hydroxide equivalent to dried gel 200mg+ Magnesium hydroxide 200mg+Simethicone 25 mg USP	10 x 10 Tab	150556
8	MP0023	Artesunate 100 mg (3 Tab) +Sulphadoxine 750 mg -Pyrimethamine 37.5 mg tab IP (1 tabs) (Labelling of age group,Warning etc. should be done as per GOI guidelines)	Antimalarial Combi Blister Pack	5000
9	MP0024	Artesunate Tablets 25 mg (3 tab)+Sulphadoxine 125 mg -Pyrimethamine 6.25 mg Tablets IP(1 tabs) (Labelling of age group,Warning etc. should be done as per GOI guidelines)	Antimalarial Combi Blister Pack	6000
10	MP0026	Artesunate Tablets 150 mg (3 Tab) +Sulphadoxine (500 mg+500 mg) - Pyrimethamine 25 mg +25 mg tab IP (2 tab) (Labelling of age group,Warning etc. should be done as per GOI guidelines)	Antimalarial Combi Blister Pack	40000
11	MP0027	Artesunate Tablets 200 mg Tab (3 tab)+Sulphadoxine (750mg +750 mg) mg - Pyrimethamine 37.5 mg+37.5 mg tab IP (2 tab) (Labelling of age group,Warning etc. should be done as per GOI guidelines)	Antimalarial Combi Blister Pack	6000
12	MP0029	Aspirin 150+Clopidogrel 75mg Tab	10 x 10 Tab	26119
13	MP0030	Aspirin Tablets I.P. - 150mg	10 x 10 Tab	80719
14	MP0031	Aspirin Tablets I.P. - 75 mg	10 x 10 Tab.	124170
15	MP0038	Betahistine Tablets I.P. 16 mg	10 x 10 Tab	18161
16	MP0039	Betahistine Tablets I.P. 8 mg	10 x 10 Tab	42676
17	MP0040	Biperiden Tablets I.P. 2mg (as hydrochloride)	10 x 10 Tab	230
18	MP0042	Bisacodyl Tablets I.P. - 5mg	10 x 10 Tab	20704

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ONLINE TENDER FOR THE SUPPLY OF DRUGS & MEDICINES ITEMS TO VARIOUS GOVERNMENT HOSPITALS OF GOVERNMENT OF MADHYA PRADESH FOR A PERIOD OF ONE YEAR FROM THE DATE OF ACCEPTANCE OF TENDER

19	MP0043	Calcium with vitamin D tablets USP Calcium carbonate 650mg eq. to elemental calcium 250mg and Cholecalciferol USP 125 IU	10x10 Tab	130783
20	MP0044	Calcium with vitamin D tablets USP Calcium carbonate 1.5g eq. to elemental calcium 600mg and Cholecalciferol USP 400 IU	10 x 10 Tab	133000
21	MP0046	Carbimazole Tablets I.P 20mg	10 x 10 Tab	23896
22	MP0047	Carbimazole Tablets I.P.5 mg	10x10 Tab	6256
23	MP0048	Carvedilol Tablets I.P. 3.125mg	10 x 10 Tab	26256
24	MP0049	Carvedilol Tablets I.P. 6.25mg	10 x 10 Tab	10402
25	MP0054	Chloramphenicol capsules I.P.500 mg	10 x 10 Cap	44260
26	MP0055	Chlordiazepoxide Tablets I.P. 25 mg	10 x 10 Tab	252
27	MP0056	Chlorine based compound (Sodium dichloroiso cyanurate)NADCC tablets 75 mg with available chlorine 45 mg) BIS	Pack Of 1000 tab	51324
28	MP0065	Clomipramine Capsules I.P. 25mg (hydrochloride)	10 x 10 Tab	667
29	MP0066	Clonidine Tablets I.P. 100mcg	10x10 Tab	43289
30	MP0069	Codeine Tablets I.P.10mg Tab	10 x 10 Tab	23000
31	MP0075	Dilitiazem Tablets I.P.60 mg	10x10 Tab	11574
32	MP0076	Diphenhydramine Capsules I.P. 25mg	10x10 Cap	13698
33	MP0085	Ethinyl Estradiol and Norethindrone (Norethisterone) Tablets USP 35 mcg +1mg	21 Tab	200561
34	MP0088	Fludrocortisone Tablets I.P 100mcg	10 x 10 Tab	1085
35	MP0089	Flunarizine Tab. USP 5mg	10 x 10 Tab	1735
36	MP0090	Flunarizine Tab. USP 10mg	10 x 10 Tab	5733
37	MP0098	Glimepiride Tablets I.P. 2mg	10x10 Tab	38317
38	MP0104	Hydroxymethyl Psoralin Tab. 10 mg	10 x 10 Tab	719
39	MP0107	Iron and folic acid enteric coated Tab. Dried Ferrous Sulphate IP eq. to Ferrous Iron 100 mg & Folic Acid IP 0.5 mg(Colour coding should be done as per directions of DCGI/MoHFW ARSH program)	10x10 Tab.	3824319
40	MP0108	Iron and folic acid enteric coated Tab. Dried Ferrous Sulphate IP eq. to Ferrous Iron 20 mg & Folic Acid IP 100 mcg	10x10 Tab.	1129630
41	MP0110	Isosorbide Mononitrate Tablets I.P. 20mg	10x10 Tab.	12856
42	MP0114	Labetalol Tablets I.P.100mg	10 x 10 Tab	5067
43	MP0117	Levodopa and Carbidopa Tablets I.P. (100mg+10mg)	10 x 10 Tab	2639

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44	MP0118	Levodopa and Carbidopa Tablets I.P. (250mg+25mg)	10 x 10 Tab	5000
45	MP0119	Levonorgestrel Emergency contraceptive 0.75 mg Tab.	2 Tab	67496
46	MP0120	Levo-Norgestryl+Ethinyl Estradiol IP (0.25mg+0.05mg)Tab	21 Tab	1481
47	MP0121	Lithium carbonate Tablets I.P. 300mg	10 x 10 Tab	1241
48	MP0124	Mefloquine Tablets - 250mg	10 x 10 Tab	8815
49	MP0126	Mesalamine (5-Aminosalicylic Acid) USP tab 800mg	10 x 10 Tab.	650
50	MP0128	Methyl Ergometrine Maleate Tablets I.P. - 0.125mg	10x10 Tab	20511
51	MP0137	Naproxen Tablets I.P.500mg	10 x 10 Tab	27611
52	MP0148	Phenobarbitone Tablets I.P 60mg	10 x 10 Tab	10293
53	MP0152	Pioglitazone Tablets I.P. - 7.5 mg	10 x 10 Tab	6478
54	MP0154	Prazosin Tablets I.P. - 5mg	10 x 10 Tab	14948
55	MP0155	Prednisolone Tablets I.P. 10mg	10x10 Tab	23724
56	MP0156	Primaquin Tab-7.5mg	10x10Tab	58630
57	MP0157	Primaquine Tablets I.P.15mg	10x10 Tab	43370
58	MP0160	Propranolol Tablets I.P. 10 mg	10x10 Tab	6293
59	MP0162	Pyridoxine Tablets I.P.100 mg	10x10 Tab	25517
60	MP0163	Quinine Sulphate Tablets I.P. - 300mg	10x10 Tab	39240
61	MP0164	Quinine Sulphate Tablets I.P. - 600mg	10x10 Tab	33352
62	MP0169	Riboflavin Tablets I.P. 5mg	10 x 10 Tab	29811
63	MP0174	Sulphadoxine and Pyrimethamine Tablets I.P.(Sulphadoxine 500mg -Pyrimethamine25mg tab)	10x10 Tab	4665
64	MP0181	Torsemide Tab USP 10mg	10 x 10 Tab.	11261
65	MP0182	Torsemide Tab USP 20mg	10x10 Tab.	8730
66	MP0184	Triamcinolone Tablets I.P.4mg	10 x 10 Tab	8296
67	MP0185	Trihexyphenydyl Tablets 2mg.	10 x 10 Tab	1157
68	MP0186	Verapamil Tablets I.P. - 40mg	10 x 10 Tab	941
69	MP0189	Warfarin Sodium Tablets I.P 5 mg	10x10 Tab	185
70	MP0192	Adenosine Inj 6mg/2ml	2ml vial	3811
71	MP0194	Adrenochrome Monosemicarbazone Inj - 0.75mg /ml.	2 ml amp	27333

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72	MP0196	Alkaline Citrate with Potassium oral solution each 10 ml contains sodium citrate IP 1 gram Potassium citrate IP 0.65 gram citric acid IP 1 gram 100 ml bottle	100 ml Bottle	261156
73	MP0206	Anti D Immunoglobulin Human for I.V./I.M. Use I.P.(monoclonal) Inj. 150 mcg	1 ml Vial	3743
74	MP0207	Anti D Immunoglobulin Human for I.V./I.M. Use I.P. (Polyclonal) 300mcg/Vial	Pre-filled Syringe/vial	3393
75	MP0208	Anti Scorpion Venom Inj. 10 ml vial	Vial	4620
76	MP0214	Barium Sulphate Suspension I.P.10%w/v	500 ml	1748
77	MP0215	Benedicts Solution (Qualitative) - 500 ml	500 ml Bottle	14481
78	MP0216	Benzathine penicillin powder for Inj IP 12 lakh IU/vial	5 ml Vial	62900
79	MP0221	Biperiden Lactate Inj USP 5mg/ml	1ml Amp	796
80	MP0224	Budesonide Nebulising suspension containing Budesonide IP 0.25mg/per ml	2 ml Amp	21778
81	MP0228	Calamine Lotion I.P.	100ml Bottle	46526
82	MP0229	Calcium Chloride Injection I.P.	10 ml Amp	23630
83	MP0241	Cetrimide IP+Choline Salicylate BP+Lignocaine Hcl IP gel (0.01%+8%+2% w/v)	15ml bottle	33481
84	MP0242	Chloramphenicol Eye drops I.P.- 0.5%w/v	5 ml Vial	118000
85	MP0243	Chlorhexidine Gluconate Solution 4 % I.P.(Antiseptic)	500ml Bottle	169000
86	MP0246	Chlorpheniramine Injection I.P. 10mg/ml	10 ml Vial	130815
87	MP0248	Chorionic Gonadotropin Injection I.P. 5000 IU	1 ml Amp	4231
88	MP0251	Ciprofloxacin IP 0.3% w/v + Dexamethasone IP 0.1% w/v Eye drop	10 ml vial	141000
89	MP0252	Clindamycin Injection 150 mg/ml	Vial	17850
90	MP0253	Clonidine Injection I.P. 150 mcg/ml	Vial	978
91	MP0254	Clotrimazole ear drop 1% w/v	5 ml Vial	43481
92	MP0256	Dextromethorphan Syrup (Each 5 ml contains 30 mg Dextromethorphan) 50 ml Bottle	50 ml Bottle	409537
93	MP0257	Cough Syrup (Each 5ml Contains Diphenhydramine HCL 14.08 mg Ammonium Chloride 138mg, Sodium Citrate 57.03 mg, Menthol 2.5mg)	50 ml Bottle	1033913
94	MP0259	Desferrioxamine Inj. IP - 0.5g/vial	Vial	1398

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95	MP0261	Dextran 70 Injection I.P.(Solution)	500ml Bottle	78822
96	MP0262	Dextrose Injection I.P. 25%	500 ml FFS/ BFS Bottle (Single Stage Technology	89667
97	MP0263	Dextrose Injection I.P.50%	500 ml FFS/ BFS Bottle (Single Stage Technology	100000
98	MP0268	Digoxin Injection I.P. 250mcg/ml	2 ml Amp	9237
99	MP0269	Dilitizem Inj IM 5mg/ml	5ml vial	2602
100	MP0270	Dimercaprol Injection I.P. in oil 50mg/ml	2 ml Amp	1326
101	MP0271	Diphtheria Antitoxine inj IP (10 ml AMP) 20000IU	Vial	500
102	MP0272	Diphtheria Antitoxine inj IP10000IU, (10 ml AMP)	Vial	356
103	MP0278	Ergocalciferol Oral Solution USP 250mcg/ml (10000IU/ml)	Bottle	17000
104	MP0279	Ethacridine Lactate Inj Ethacridine Lactate-0.1 %, 50 ml vials (3 vials -1 case)	3 vials -1 case	8543
105	MP0282	Fentanyl Injection I.P. 50 mcg/ml	2 ml Amp	13241
106	MP0283	Flumazenil Inj. USP 500 mg per 8 ml vial	8 ml Vial	413
107	MP0284	Fluoroscein Sodium Eye drops I.P. 1% w/v	5 ml Vial	6534
108	MP0285	Fluphenazine Decanoate Injection I.P. 2.5 mg/ml	1 ml Amp	1581
109	MP0286	Formaldehyde IP (Formalin)	450 ml Bottle	8993
110	MP0288	Furazolidone Oral Suspension I.P. 25mg/5ml	60 ml Bottle	212250
111	MP0294	Halothane B.P.	250 ml Bottle	248
112	MP0297	Human Albumin Solution I.P. 20%w/v	50 ml Vial	5227
113	MP0299	Hyaluronidase Injection I.P. 1500 IU	1 ml Amp	10881
114	MP0301	Hydrogen Peroxide Sol I.P.6%v	400ml Bottle	21315
115	MP0302	Hydroxyethylstarch 6% Solution IV infusion	500 ml Bottle FFS/BFS	6300
116	MP0307	Ipratropium Bromide powder for inhalation I.P. 250 mcg per ml	15 ml Vial	8535
117	MP0310	Ketamine hydrochloride Injection I.P. 50 mg/ml	10 ml Amp	8941

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118	MP0314	Lignocaine with Dextrose injection Injection I.P. 5% w/v (2 ml in each Amp)	2 ml Amp	100000
119	MP0318	LMWH low molecular weight Heparin inj. - 6000 IU/ml	Vial	1385
120	MP0320	Mannitol Injection I.P. 10%	100 ml Bottle	24691
121	MP0327	Methylthionium Chloride injection B.P. (Methylene Blue)10mg/ml	10ml Amp	481
122	MP0334	Multiple Electrolyte "E"inj IP	500 ml FFS/ BFS Bottle (Single Stage Technology)	70926
123	MP0335	Multiple Electrolyte G Inj. IP	500 ml FFS/ BFS Bottle (Single Stage Technology)	48889
124	MP0336	Multiple electrolytes & dextrose Injection Type I IP (Electrolyte P Injection)	500 ml FFS/ BFS Bottle (Single Stage Technology)	212593
125	MP0337	Multiple electrolytes & dextrose Injection Type III IP (Electrolyte "M" Injection)	500 ml FFS/ BFS Bottle (Single Stage Technology)	147407
126	MP0338	Multivitamin drops (Approx 22 drops) Each ml contains Vit A 3000 IU Vit B1 1 mg Riboflavin Phosphate sodium 2 mg, Panthenol 2.5 mg Niacinamide 10 mg Pyridoxin 1 mg Cynacobalime 1 mcg Lycine 10 mg 15 ml	15 ml	281111
127	MP0339	N- Acetyl Cysteine Injection 200mg/ml	5 ml vial	1815
128	MP0343	Olopatadine antiallergic Eye drop 0.1 % w/v	5 ml Vial	162472
129	MP0351	Phenobarbitone Syrup 20mg/5ml	60ml Bottle	52426
130	MP0352	Phenobarbitone Injection I.P. 200mg/ml	1 ml Amp	340741
131	MP0353	Phenytoin Oral Suspension I.P. - 25 mg/ml,	100ml Bottle	15370
132	MP0355	Pilocarpin PFS Eye Drops 1%	vial	4911
133	MP0357	Pilocarpine Hydrochloride Eye drops BP 4%	5 ml Vial	36435
134	MP0359	Piroxicam inj 40 mg/2ml	Amp	56907
135	MP0365	Progesterone Injectable Suspensin I.P. (Micronised Progestron inj.)- 100mg/ml	1 ml Amp	9000

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136	MP0367	Propofol Injection I.P. 1%w/v 10mg/ml	20 ml Vial	2383
137	MP0368	Protamine Sulphate Injection I.P.10mg/ml	5ml Amp	6778
138	MP0375	Sodium Chloride N/2 Injection I.P. 1.6% w/v	500 ml FFS/ BFS Bottle (Single Stage Technology)	60643
139	MP0379	Sulfamethoxazole andTrimethoprim Suspension IP (200 mg + 40 mg in 5 ml)	50 ml Bottle	477789
140	MP0382	Tannic Acid (with glycerin) Gum Paints 15% w/v	10ml vial Dental preparation	9393
141	MP0383	Terbutaline Suplhate injection I.P. 0.5mg/ml	1 ml Amp	11130
142	MP0386	Thiopentone Sodium Injection I.P. 0.5 gm powder/vial	20 ml Vial	4293
143	MP0388	Torse mide Inj USP 10 mg/ml	2 ml Amp	10643
144	MP0394	Vecuronium Bromide (Lyophilized) Inj 4mg	Each Vial/Amp	893
145	MP0399	Benzoyl Peroxide Gel BP 2.5% w/w,	20 gm Tube	109204
146	MP0401	Black Disinfectant Fluid (Phenyl) As per Schedule "O" Grade-III	5 Ltr. Can	99037
147	MP0402	Cetrimide + Chlorhexidine (conc.) (15%v/v+7.5%v/v) Concentrate Solutiion	1 Liter Jar	21167
148	MP0408	Lysol IP (Cresol with Soap Solution I.P.) 50% Cresol+50% Soap	5 Ltr. Cans	9678
149	MP0412	Salicylic acid ointment BP 2%w/w	80g Tube	68000
150	MP0416	Deferasirox dispersible Tab. - 100mg	30 Tab	4398
151	MP0417	Deferasirox dispersible Tab. - 400mg	30 Tab	4165
152	MP0418	Deferasirox dispersible Tab. - 250mg	30 Tab	4165
153	MP0419	Deferasirox dispersible Tab. - 500mg	30 Tab	1234
154	MP0420	Anti Hemophilic Factor IX complex (coagulation factor II,VII,IX,X) Concentrate 600 IU	Vial with solvent	1629
155	MP0421	Anti Hemophilic Factor VIII Inj. 250 IU (monoclonal Purified)	Vial with diluent	288
156	MP0424	Paracetamol Drop 100mg/ml	15 ml Bottle with Dropper	50000
157	MP0425	Cefalexin Oral Drop 100mg/ml	10 ml Bottle with Dropper	100000

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158	MP0426	Domperidone Drops 10mg/ml	5 ml Bottle with Dropper	50000
159	MP0427	Vitamin E Drops 50mg/ml	15 ml Bottle with Dropper	20000
160	MP0428	Recombinant factor VII A 1 mg	Vial	50
161	MP0429	Recombinant factor VII A 2 mg	Vial	50
162	MP0430	Streptomycin Injection 0.75 gm	Vial	90000
163	MP0431	Rifampicin Cap. 150 mg	10 x 10 Cap	200

Note: All pharmacopoeia like IP,BP,USP & International pharmacopoeia would be accepted.

Following items are exempted From WHO GMP/COPP certification:

1. MP0056 Chlorine based compound (Sodium dichloroiso cyanurate) NADCC tablets 75 mg with available chlorine 45 mg) BIS
2. MP0215 Benedicts Solution (Qualitative) - 500 ml
3. MP0286 Formaldehyde IP (Formalin)
4. MP0401 Black Disinfectant Fluid (Phenyl) As per Schedule "O" Grade-III
5. MP0408 Lysol IP (Cresol with Soap Solution I.P.) 50% Cresol+50% Soap

**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/Cm²
 - b. Amp : Note less than 9 Kg/Cm²
- (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.
- (6) In case of ampoules every grey board box should carry 5 amps. Cutters placed in a polythene bag.
- (7) Vials of eye and ear drops should be packed in an individual carton with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box.

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 No204/DRUG/GOMP/2013,
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.

DETAILS OF MANUFACTURING UNIT

Name of the Tenderer & 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

PROCEDURE FOR BLACK LISTING

BLACKLISTING OF PRODUCT / TENDER IF ANY WITHDRAWAL OF TENDERER

1. The Successful tenderers fail to execute the agreement, to perform the obligations under the tender conditions and commits default in the performance of the contract, such tenderers will be blacklisted for a period of 5 years.
2. The tenderers 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.
- (c) 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 *vis- majeure* , 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 *vis-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 without prejudice to the other penalty stipulated in the conditions of Tender Documents.

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 tenderer or tenderers 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 tenderer 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 tenderer 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

tenderer 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 tenderers declared as L1 suppliers for the same item of Drugs / Medicines, and such tenderers 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 tenderer 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 tenderers 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 tenderer 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) *DELETED*
- (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 tenderer 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 tenderer 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 tenderer 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 tenderer 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 tenderers 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 tenderers 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 :

Sl.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. While barcoding has been chosen as the automatic identification data capture (AIDC) technology currently, future requirements may demand use of any other data capture technology
2. Data requirement as stipulated by GOI take into account 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 with the technical guidelines can be downloaded 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

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: Company Seal

Signature

Place: (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 tenderer /successful tenderer.

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 tenderer 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	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
11. WHO-GMP certificate (COPP)	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
12. Annual Turnover Statement for 3 Years (Annexure-VI)	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
13. Copies of balance sheet & profit loss account for three years	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
14. Annexure-I (Sales Tax clearance certificate)	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
15. Annexure-II (Undertaking for embossment of logo)	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
16. Declaration Form in Annexure-III	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
17 Declaration for eligibility in participating the tender (Annexure-IV)	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
18 Proforma for Performance Statement (Annexure-V)	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
19 Details of Manufacturing in Annexure-X	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

<p>20. List of items & qty. quoted without rates. Annexure-XIII</p>		<p>Yes</p>	<p>No</p>
<p>21. Mandate Form (Annexure-XV)</p>		<p>Yes</p>	<p>No</p>
<p>22 The Tender document signed by the tenderer in all pages with office seal.</p>		<p>Yes</p>	<p>No</p>
<p>23 Formulation wise annual production capacity issued by Industries Deptt./ Drug regulatory authority.</p>		<p>Yes</p>	<p>No</p>

Supplier must ensure that all the required documents are scanned and uploaded online by them and submitted in Technical cover duly flagged (1-26).

PRICE SHOULD BE QUOTED ONLINE ONLY-SAMPLE FORMAT

DIRECTORATE OF HEALTH SERVICES,MP

ANNEXURE - XVII

Ref-clause.5

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

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	Total Value	MPG ST/ VAT	CST
					Rs.	P.							
1	2	3	4	5	6		7	8	9	10	11	12	13
					In figure	In							
						Words							

Place/Dt:

SEAL

SIGN of BIDDER