



NOTICE INVITING TENDER FOR SUPPLY OF DRUGS, DISINFECTANT FLUIDS, SURGICAL DRESSINGS AND MISC. ITEMS FOR THE INSTITUTE HOSPITAL

@@@

TENDER I-2018-19
(July 2018 to June 2019)

Commencement of online submission	
Last date and time for online submission	up to 12.00 P.M
Cost of the Tender Document	Rs.590/- (Inclusive of 18% GST)

DEPARTMENT OF PHARMACY
JIPMER
Pondicherry. 605006

Telephone. No. 0413 -2296617 Fax : 0413 - 2271269
E mail : pharmacy_office@jipmer.edu.in

S.No,	Description	P.No.
1	Table of contents	2

Alternative Email :jipmer.pharmacy@gmail.com
Website :www.jipmer.puducherry.gov.in

Table of Contents

2	Notice Inviting Tender	3
3	Tender Notice	4
4	Eligibility Criteria	5
5	Eligibility Criteria for Renal Transplant Drugs & Biologicals	6
6	Earnest Money Deposit (EMD)	6
7	Security Deposit	7
8	Technical Bid(Cover-A)	7
9	Price Bid (online only)	8
10	Samples	9
11	Supply Conditions	10
12	Delivery Conditions	12
13	Packaging	13
14	Other Conditions	14
15	Special Conditions	15
16	Quality	16
17	Penalties	17
18	Force Majeure	18
19	Resolution of Disputes	18
20	Blacklisting	19
21	Points to remember	29
23	Declaration of the bidder-I	21
24	Declaration of the bidder-II	22
25	Check List	23



(An Institution of National Importance under Ministry of Health & Family Welfare)

Dhanvantri Nagar, Puducherry-605006

NOTICE INVITING TENDER

(Through e-Procurement)

Tender Reference	JIP/PHARM/TENDER-I/2018-19
Mode of Bidding	National Competitive Bidding
Budget	Domestic/ National
Description of Stores	Drugs, Disinfectant Fluids, Surgical Dressings And Misc. Items
Commencement of online submission:	
Last date and time for online Submission	Up to 12.00 P.M of
Pre-Bid Meeting	At 2.30 P.M on
Time and date of opening of tender	
Place of opening of Tender	P&SM Seminar Hall, Fourth Floor Administrative Block JIPMER Puducherry-605006.
Address for Communication	The Head, Dept. of Pharmacy Pharmacy Block First Floor JIPMER. Puducherry-605006.
Contact official	Chief Pharmacist, Dept. of Pharmacy Pharmacy Block First Floor JIPMER. Puducherry. 605006
Phone Number	0413-2296617 0413-2271269
Website	www.jipmer.puducherry.gov.in www.jipmer.edu.in
E.mail	pharmacy_office@jipmer.edu.in jipmer.pharmacy@gmail.com
Cost of the tender document	Rs. 590 (inclusive of 18 % GST)



**JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL EDUCATION & RESEARCH
(JIPMER)
GOVERNMENT OF INDIA
(An Institution of National Importance under Ministry of Health & Family Welfare)
Dhanvantri Nagar, Puducherry-605006**



TENDER NOTICE

TERMS AND CONDITIONS OF TENDER FOR SUPPLY OF DRUGS, DISINFECTANT FLUIDS, SURGICAL DRESSINGS etc, for JIPMER HOSPITAL, Puducherry – 605 006 for Tender-I 2018-19 for which Tenders should be submitted through online in the prescribed format.

Notice is hereby given that tenders should be submitted through online in prescribed form on the website XXXXXXXXXXXX/JIPMER for the supply of Drugs, Disinfectant fluids, surgical dressings etc, as specified in the attached schedule, to JIPMER Hospital during the tender period JULY 2018 to JUNE 2019

Intending tenderers should submit their tenders through online in prescribed format on or before 12.00 Noon on _____

Tenders will be opened at 2.30 P.M. on _____

Every tenderer must go through the terms and conditions of the tender carefully and understand them before submitting the Tender. No excuse that the conditions have not been read or understood will be entertained later.

The Schedule of Drugs etc are attached in the list of drugs (Annexure) indicates only the approximate estimated requirements of the JIPMER Hospital. There is no guarantee that the entire amount will be purchased.

Eligible Micro & Small Enterprises (MSE'S) are exempted from payment of EMD.

Corrigendum if any will be published only in the portal www.jipmer.puducherry.gov.in only

ELIGIBILITY CRITERIA

1. Original Manufacturers and Original Direct Importers (product under trade mark/ solely marketed/ loan license should bear name of tender participant on the label, (i.e., name of the tender participant should be on the supplied product of Drugs) only should quote their rates. Orders will be placed with theselected tender parties and payment will be made to them directly.
2. **Companies having annual turnover of aboveRupees25 crores in2015-16 or 2016-17 are only eligible to participate.**
3. Original Manufacturers or Original direct importer's principal firm should have **at least 3 years Market Standing** as a manufacturer/direct importer for each drug quoted in the tender as manufacturer/direct importer. Self-certification should be enclosed.
4. The Tenderer should give a notarized affidavit that they have not been black listed due to quality failure for the quoted product /firm by any State Government / Central Government / its Drug procurement agencies for last 3 years.
5. The Tenderer has to submit Non Conviction Certificate from State Drugs Controller and stating that no case is pending against the organization under the“Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.
6. Tender should not be submitted for the product(s) for which the firm / company has been blacklisted by any State Government (like TNMSC)/ Central Government / its Drug procurement agencies due to quality failure of the drugs supplied in last 3 years.
7. **The Companies/Firms which have been blacklisted by any State Government/Central Government / its Drug procurement agencies due to quality failure of the drugs supplied should not participate in the tender.**
8. **The companies blacklisted by JIPMER formore than two times are not eligible to participate in the tender and such companies should refrain themselves from participating in the tender.**
9. **The companies having any kind of DUES with JIPMER are NOT ELIGIBLE to participate in the Tender 2018-19.**
10. E Mail or Hard copy Quotations will not be considered.

11. Selection of the tenders would very much depend on the lowest net rate.
12. Any attempt on the part of the tenderers or their agents to influence the department in their favour by personal canvassing with the officers concerned will be disqualified.

ELIGIBLE CRITERIA FOR RENAL TRANSPLANT DRUGS & BIOLOGICALS

1. The manufacturer should have supplied their brand in local market for more than 10 years. Self-certification should be enclosed.
2. The manufacturers will have to submit utilization certificate from Head of the Dept. of Nephrology for the drug for more than one year use in a Government Hospital performing minimum of 50 kidney transplantation operation in a year.
3. **The lowest bidder will be selected by comparing the cumulative price of 0.25 mg, 0.5mg, 1 mg and 2 mg for Tacrolimus & 250 mg and 500 mg for Mycophenolate Mofetil.**
4. Hence, the bidders are requested to quote for all strengths of renal transplant drugs. Selections with mixing of strengths in different brands are not permitted.

BIOLOGICALS

5. The lowest bidder will be selected by comparing cumulative price of Inj. Rituximab 100 mg and Inj. Rituximab 500 mg.
6. Hence, the bidders are requested to quote for both the strengths of biologicals.
7. Selections with mixing of strengths in different brands are not permitted.

EARNEST MONEY DEPOSIT

1. Earnest Money Deposit (EMD) amount of Rs.35,000/- (Rupees thirty-five Thousand Only) should be deposited by all the participants.
2. Eligible Micro & Small Enterprises (MSE'S) are exempted from payment of EMD on submission of necessary proof.

3. Each tenderer should remit Earnest Money of Rs. 35,000/- (Rupees Thirty fivethousand only) and tender cost of Rs. 590 (Rupees Five hundred and ninety only inclusive of 18% GST) through SBI collect. The Option is available in our website www.jipmer.puducherry.gov.in, in Online Payments. Select tender fee, EMD link for payment. The online payment receipt should be enclosed with the tender document.
4. Earnest Money Deposit/ Penalty payment and any dues payable to JIPMER should not be credited to any specified Head of Account. Cheque/cash and term deposit will not be accepted. They should pay through SBI e-collect only.
5. No interest will be allowed on this Deposit. Tenders not accompanied by the Earnest Money Deposit in the form specified above will not be considered. The EMD of eligible tenderers will be refunded after the tender period and after all dues, if any has been settled by the tenderer.
6. Failure to execute the agreement within the contract period on the part of the successful tenderer or withdrawal of his tender after the intimation of acceptance of tender has been sent to him/her or failure to comply with the contract owing to any other reason will entail cancellation of his/her contract. The Earnest Money Deposit paid by him along with his/her tender will be forfeited and will also be liable for all damages sustained by the Director, by reason of such breach and ultimately paid by the Director for the items purchased at the current Market Rate. Such damages shall be assessed by the Director whose decision is final and the amount so assessed is recoverable. In the event of such amounts being insufficient, the balance may be recovered personally from the contractor from his/her properties.

SECURITY DEPOSIT

1. **The tenderer shall deposit security deposit amount equal to 5% of the total value of the order through SBI collect when it exceeds rupees seven lakhs.**
2. The Security Deposit shall subject to the condition specified herein, be refunded to the tenderer within three months after the expiry of the contract but in the event of any dispute arising between the Institute and the Tenderer, the Director shall be entitled to deduct out of the deposits or the balance thereof until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same way also is deducted from any other amount which may be due, at any time from the Govt. to the Tenderer.

TECHNICAL BID

(Cover – A)

1. Only tenderers with an annual turnover above 25 crores as per the audited balance sheet for the year 2015-16 or 2016-17 (any one year) will be permitted to participate. Necessary certification in proof of this should be provided in the form of copy of the audited balance sheet.
2. Copy of Income Tax return, GST registration/PAN card should be enclosed.
3. The tenderer should furnish a copy of their latest manufacturing /Import Licence issued under Drugs and Cosmetics Act 1940 with authenticated list of drugs approved under the licence.
4. The tenderer should furnish a copy of the market standing certificate for the quoted drugs for a period of three years up to 2018
5. Tenderer should have GMP/Schedule M compliance from CDSCO for good manufacturing practices and requirements of premises, plant and equipment for pharmaceutical products. & should enclose the same with the tender.
6. **ONLY THOSE COMPANIES REGULARLY MAINTAINING SUFFICIENT STOCK AND READY TO SUPPLY THE QUOTED DRUGS WITHIN THE LEAD TIME SHOULD PARTICIPATE. THE ENTIRE SUPPLY SHOULD BE MADE WITHIN 45 DAYS FROM THE DATE OF ISSUE OF ORDER.**
7. The tenders are requested to submit their Technical Bid documents as per the check list in the page No.23 of this booklet.

PRICE BID

(Only online)

1. Rate should be quoted like basic price, GST % with value and total price (including insurance and delivery charges.) Revision of rates will not be allowed after opening the tender.
2. Rates should be quoted as per our specification. The contract rates should include charges for door delivery of the goods at the Dept. of Pharmacy – I Floor, Pharmacy Block, JIPMER Hospital.
3. Tenderers not supplying within the stipulated period of delivery or with price variation clause and merely indicating that items will be supplied at the prevailing market rates and subject to prior sale conditions are liable to be rejected.
4. The rates quoted should be only in Indian Currency. Quotes in any other currency are liable to be rejected.

5. **No tenderer shall be allowed at any time and on any ground whatsoever, for any claim for revision or modification of the rate quoted by them during the tender period.**
6. The prices quoted by the tenderer shall not, if any case, exceed the controlled price, if any, fixed by the Govt. at the time of the supply of the articles to the Institute. If the price quoted is found to be in excess of the controlled price permissible under the Drugs (Prices Control) Order, 2013, as amended from time to time, the contractor will specifically mention this fact in his tender along with reasons for having quoted such a higher price. The purchaser at his discretion will in such cases exercise the right of revising the price at any stage so as to conform to the controlled price or the price permissible under the

Drugs (Prices Control) Order, 2013. This discretion will be exercised without prejudice to any other action that may be taken against the contractor.

7. Tenders should be submitted only for the Drugs etc., asked for Substitutes/Equivalents should not be offered. In case the drug asked for is not available and if rate for any of the item not quoted the column should be left blank.
8. The successful Tenderer may not sublet/outsource production of drugs quoted without the prior permission of the Director.
9. Tenderers should be prepared to accept orders subject to the clause for forfeiture of EMD/Security Deposit in the event of default in supplies or failure to supply within the stipulated period.
10. Free offers by the Tenderer shall not be accepted. Tenderers desiring to offer free goods/items may reduce their rates suitably while quoting.
11. Prices quoted should be inclusive of all charges like packing, forwarding, Insurance, duties and cess etc., However the breakup of GST have to be shown separately, which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply of delivery during the course of execution of the contract.

SAMPLES

1. Samples for surgical items and disinfectant items along with the carton boxes are to be submitted to the Head, Dept. of Pharmacy, First Floor, Pharmacy Block, JIPMER, Pondicherry 605 006 on weekdays (Monday to Friday)

between 2 P.M and 4 P.M. The messenger may request for a receipt from the person accepting the samples.

2. Samples for surgical items and disinfectant items are to be clearly labeled outside indicating the name and address of the company. A list of all the items for which samples have been sent should be enclosed in the sample package. Companies not submitting samples along with the carton boxes will not be considered and no reminder will be sent.

SUPPLY CONDITIONS

1. Orders will be placed with the selected tender parties and payment will be made to them directly through ECS as per Government rules.
2. **The tenderer should intimate to this office about the supply position within one week from the date of supply order. Failing which, it would be considered that the tenderer is not interested in executing the supply against the order and the purchase order will be awarded to next lowest tenderer.**
3. **In case the selected company wants to supply and raise the bill through their authorized distributor, the name, address and contact telephone number should be given while submitting the tender itself. Further modifications will not be entertained during the tender period.**
4. Each supply and batch should be accompanied with a photocopy of quality certificate from Government approved drugs testing laboratory. Failure to comply may lead to rejection of supply. First supply of the item should accompany with manufacturing license/import license mentioning the name of the item supplied.
5. In case of quality issues, sample of the supplied drugs will be brought to your testing laboratory and analysis will be done with positive and negative control in the presence of our JIPMER representative without any delay.
6. The strip and the package should clearly state the name of the manufacturer who has participated in the tender.
7. Special drugs wherever strip packings are not available will be accepted.
8. The order will be awarded to the successful tenderer for the supply of Drugs for the specified period and the Tenderer shall supply on receipt of supply orders from the Purchase officer. A scanned copy of supply order will be sent to the e mail of the manufacturer and supplier.

9. The lead time is 45 days for Drugs and 55 days for Narcotic drugs.
10. **The entire supply should be executed within 45 days from the date of issue of supply order. If the supply is not executed within 45 days, the supply order will be cancelled and the supply order will be awarded to the next supplier. The difference in cost will be levied from the default supplier as penalty.**
11. **If part supply is ordered the supplier has to execute the mentioned part supply at once. Split part supply is not accepted.**
12. All I.V. fluids unless otherwise indicated should be manufactured using FFS technology. The bottles should be well packed in sturdy boxes to withstand stacking. If packing is not satisfactory and the cardboard boxes are flimsy, the supply will be rejected.
13. Bandages /POP bandages will be tested in the Institute and only those items which are found of good quality and suitable will be included for selection. No reason will be given for rejection.
14. Proper maintenance of the cold chain during transit is essential. Packages received without proper cool packs and whose temperature is not within stipulated range will be rejected.
15. Supply of IV fluids should be in truck having fixed metallic roof to avoid damage during transit
16. As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed separately.
17. Packing slip containing full details about the contents like Quantity, Batch number, Manufacturing Date, and Expiry date should be pasted on every parcel.
18. Ampoules should be supplied with aluminium files for breaking them. Each pack should contain 5 files.
19. The company should ensure that the size of the letter font in the strips of the Tablets capsules and in the vials and ampoules of the injections should be readable and visible to enable the Pharmacists/Doctors/Patients to identify the drugs without difficulty failing which the drugs will be rejected.
20. Drugs and other items supplied to the Institute should be of good quality and the decision of the Director in this regard is final and binding on the tenderer.

If the quality of the drugs is not satisfactory and they do not meet the requirements such as maintenance of proper cold chain, the same will be rejected and the supplied item has to be removed from the institute by the tenderer or by the contractor immediately at their own expenses after receipt of intimation. If the item is not removed within four weeks from the date of intimation letter, the supplies will not be returned to the tenderer and they will be destroyed.

21. **The company should ensure that the drugssupplied by them should be of different stripcolour and size. If JIPMER will receive any look alikedrugs with same strip colour and size,the supply will be rejected andpurchasewill be initiated from next lowestsupplier the difference incost will berecovered from the defaulted company.**
22. Supply orders will be sent through speed post following with e mail, the Tenderers are requested to give their correct postal address and valid e mail id to enable the delivery of supply orders. Further they are requested to see the mail regularly.
23. **For serial Nos.760 to 777(Disinfectant fluids) and815 to 874 (Chemicals)the supply has to accompany withMATERIAL SAFETY DATA SHEET (MSDSs) containing information onphysical andchemicalproperties of the material, potential hazards, andexposure control measures, how to work safely with these materialsinformation onusages, storage, handlingand emergency procedures relate to the hazards of the materials.**

DELIVERY CONDITION

1. The lead time will be 45 days. Hence, the delivery must be completed within 45 days from date of the supply order.The lead time will be 55 days for Narcotic items.
2. A penalty of Rs.100/- per day will be imposed for delayed supply subject to a maximum of 15 days for each item.
3. Each carton should contain only ONE drug belonging to one batch only and each drug should be packed separately. Supplies with two or more drugs packed in a single pack to save space will not be accepted. IV fluids supply should be in truck having fixed metallic roof to avoid damage during transit.
4. The drugs and other items should be properly packed to avoid damage/shortage during transit. Damages/shortages if any found on opening the case will be reported to you immediatelyand the same should be replaced at your own cost. No insurance cost charges are payable.

5. Labeling on vials/ampoules/I.V. fluids and other items should be clear and legible. Labels should be well stuck to the container. If not, the supply may be rejected.
6. **Look alike drugs are creating confusion among Patients, Pharmacists and Doctors. Hence, the tenderer should make proper differentiation in their colour of the strip and label so that the appearance of the drugs should not look similar. Failure to adhere to this condition will lead to rejection of the supply.**
7. The name, designation , proper address, land line phone numbers, mobile numbers, fax numbers, email IDs of the contact person(s) as well as the local dealer/distributor should be clearly mentioned in a separate sheet and any change of phone numbers should be notified. The above details should be mailed to pharmacy_office@jipmer.edu.in/jipmer.pharmacy@gmail.com
8. Supplies should be marked to Head of Pharmacy, Dept. of Pharmacy, First floor, Pharmacy Block, JIPMER, Pondicherry 605006, and should be door delivered to the first floor of Pharmacy. Supplies sent on 'to-pay' basis will not be accepted. Coolie charges if any will not be borne by the Institute. Coolies should be brought by the transport agencies whenever required.

PACKAGING

1. The Drugs and medicines shall be supplied in the package specification and the package shall carry the logograms specified as “ **JIPMER SUPPLY NOT FOR SALE**”
2. The packing in each carton shall be strictly as per the specification mentioned below. 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.
3. No corrugated package should weigh more than 15 kgs(product + inner carton+ corrugated box). All corrugated boxes should be of ‘A’ grade virgin paper. All drugs should be packed in first hand boxes only.
4. The corrugated boxes should be narrow flute. Every box should be preferably single joint and not more than two joints. 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.

5. The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60 degrees should not crack. Every box should be sealed with gum tape running along the top.
6. The strength of the cardboard boxes should withstand the stacking up to 5 levels.
7. Every box should be strapped with two parallel nylon carry straps (they should intersect).
8. **The labels in the case of injectable should clearly indicate whether the preparations are meant for Intravenous (IV), Intra Muscular (IM), Subcutaneous (SC), etc.**
9. The strip shall have the name of the drug, in addition to the logo. It should be ensured that only first-hand fresh packaging material of uniform size including bottle and vial is used for packing.
10. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia. Packing should be able to prevent damage or deterioration during transit.
11. In the event of items of drugs supplied found to be not as per specifications in respect of their packing, the Tender Inviting Authority is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other bidder who might have quoted higher rates at the risk and the cost of the supplier and in such cases the tender inviting authority has every right to recover the cost and impose difference in cost as penalty.

OTHER CONDITIONS

1. The Director reserves the right to reject the tenders and the supply of all the items or of only one or more of the items tendered for, in a tender without assigning any reason for doing so.
2. The Director will be at liberty to terminate, without assigning any reason the Contract either wholly or in part on One Month's Notice. The Tenderer will not be entitled to any compensation whatsoever in respect of such termination. The contracts shall also be renewed for a further period beyond the contract time in cases where such renewal is necessary.
3. If any of the drugs which the tenderer has failed to supply, it will be open to the Director or to any person authorized by him on his behalf to purchase the said articles and to recover from the Tenderer the difference, if any, between

the price of the Drugs and the price or prices payable under the contract to the Tenderer. Or the amount of EMD will be forfeited

4. Any attempt on the part of the Tenderers or their Agents to influence the department in their favour by personal canvassing with the officers concerned will disqualify them.
5. E mail/Hard copy quotations will not be considered.
6. **SELECTION OF TENDERS WOULD VERY MUCH DEPEND UPON THE LOWEST NET RATE.**
7. The validity of tender may be extended, if necessary at the discretion of the Director.
8. Intending tenderers should submit the tender through on line in prescribed form on or before the last date. Submission of Online Tender should be well in advance to avoid any problem in the eleventh hour.

SPECIAL CONDITIONS

1. Drugs should conform to the standard required as per I.P. (denotes Indian Pharmacopoeia). The drugs should also comply with the standards required under rule 124 of the Drugs & Cosmetics Act 1945. Minimum content of active ingredients should not be less than the labeled amount at the time of delivery of drugs.
2. In case of Drugs with life:-
 - a) Stock should be supplied to this Institute from the latest batch and such a stock should have a minimum life period of 18 Months. Depending upon the normal potency prescribed, supplies with a minimum life period of one year at the time of receipt will be accepted and bill will be passed only for the consumed quantity after the expiry date. Drugs less than 3 months shelf life in the stock of JIPMER Pharmacy should be replaced by supplier free of cost.
 - b) In the event of such drugs not being utilized within their life period, the tenderer should undertake to replace the unexpended stock by fresh stock without any extra cost.
 - c) Tenderers should clearly mention the Brand name of the drugs, etc., offered by them in their tenders. The composition of the formulations wherever possible may be furnished.

- d) Packing Slip containing full details about the contents like Quantity, Batch No., Expiry date etc. should be pasted on every parcel.
3. The Tenderer will invariably supply with Logograms as “**JIPMER SUPPLY NOT FOR SALE**” along with Batch No., Manufacturing Date & Expiry Date of Drugs. Otherwise item will be rejected. Delaying supply due to Logograms will not be accepted.
4. **The validity of the rates quoted should be 15 months from**
- The last date of submission of tender.**
 - The minimum validity period less than 15 months will not be accepted.**
5. **Rates quoted should be on door delivery basis on first floor of the pharmacy block. Coolie charges if any will not be borne by the institute. Coolies should be brought by the transport agencies whenever required.**
6. **Strips, tablets & ampoules of different drugs should be visibly different in color, size and shape. If two or more drugs quoted by the tenderer in this tender look similar, the tenderer may not be selected, even if the price is lowest. Hence the tenderers are requested to make sure the tablets/capsules/ampoules do not physically resemble each other. Failure to comply will lead to orders being placed to the next lowest tenderer and penalty (minimum Rs.2000/-) being levied.**
7. During the delivery, if it is found that the supplies do not resemble the sample carton box which were submitted and are significantly different, the supply maybe rejected and the order will be placed with the other tenderers. The tenderer who does not comply will be required to pay the difference in cost as penalty (minimum Rs.2000/).
8. Quote only those items which correspond to the specifications prescribed in the tender with regard to composition, strength, packing, formulation and other aspects. However in the absence of tenderers quoting the exact specifications, the Director reserves the right to select an item that is closest to the specifications.
9. **For Renal transplant drugs mixing the brands is not advisable, hence the manufacturers are instructed to quote all Renal Transplant drug strengths (0.25mg, 0.5mg, 1 mg, and 2mg for Tacrolimus and 250 mg and 500 mg for Mycophenolate Mofetil). Quotation with only single strength will not be considered.**

QUALITY ISSUES

1. **Drugs etc. supplied to the Institute should be of good quality and the decision of the Director in this regard is final and binding on the Tenderer. If the quality of drugs is not satisfactory and they do not meet the requirements as per Indian Pharmacopeia and proper maintenance of cold chain, the same will be rejected and the supplied item has to be removed from the Institute by the Tenderer or by the supplier immediately at their own expenses after receipt of intimation. If the item is not removed within four weeks from the date of the intimation letter, the supplies will be destroyed. The drugs will not be returned to the tenderer and no claim will be entertained.**

2. **Each batch of supply should be accompanied with the copy of Certificate of Analysis (COA) from the Government approved drug testing laboratories as per CDSCO refer : [www.cdsc.nic.in/list of approved laboratories](http://www.cdsc.nic.in/list_of_approved_laboratories)**

3. **Supplies without the Certificate of Analysis from the government approved drug testing laboratories will not be accepted under any circumstances and it will be treated as rejected.**

4. **If the quality of the drug is found to be not conforming to the prescribed quality level in the quality control test by Drug analysis Laboratory of JIPMER, the supply/consignment will be rejected.**

5. **In case of quality issues, the sample of the supplied drug will be brought to your testing Laboratory and analysis will be done with positive and negative control in the presence of our JIPMER representative without any delay.**

6. **If any written complaints received from the user departments regarding the quality of drugs, the item will be rejected, order will be placed with next lowest tenderer, no payment will be made even for the consumed quantity and the tenderer will be black listed for 3 years to trade with the institute.**

8. **If the quality of the drugs found to be not of standard quality, the random Samples of the batch will be tested by our in house Drug Analysis Laboratory and it will be compared with COA submitted by the company .Action will be taken accordingly.**

9. **In case of poor quality of items supplied, the name of the tenderer as well as the details of quality control failure will be displayed on the web page of the JIPMER.**

10. **The quality issues will be intimated to CDSCO, DCGI, TNMSC and similar**

procurement agencies.

11. Any violation of tender norms may lead to blacklisting of the tenderer by the Institute for 3 years.

PENALTY

- 1. If the Tenderer fails to supply the ordered quantity of drugs within the lead time of 45 days from the date of issue of the order, the order will be cancelled and the alternate procurement action will be taken and the difference in cost (Minimum Rs. 2000/-) will be recovered as penalty by way of adjustment against the Tenderer's pending bills and the EMD will not be released.**
- 2. Supplies made after the stipulated period may be accepted if required, with a penalty of Rs. 100 per day (maximum Rs. 1500). However the decision is purely on the discretion of the tender ordering authority.**
- 3. When the total penalty amount exceeds the EMD the firm has to remit the amount failing which the firm will not be allowed to participate in the next tender.**
- 4. If we procure the drugs from open market due to non- supply of drugs by the tender participated company the penalty of Rs.2000/- will be imposed per item.**

FORCE MAJEURE

1. Force Majeure (FM) means extraordinary events or circumstance beyond Human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrongdoing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract.

2. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

3. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

RESOLUTION OF DISPUTES

It is mutually agreed that all difference and disputes arising out of or in connection with this tender shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations then the same shall be referred to the Arbitrator appointed in accordance with provisions of Arbitration and conciliation Act.1996, whose decision shall be final and binding on both the parties. The legal jurisdiction will be within the Union Territory of Puducherry.

BLACKLISTING

- 1. If the tenderer(s) fail(s) to supply two or more times within the stipulated period of 45 days during the tender period, the EMD of the tenderer(s) will be forfeited to the government, in addition to the recovery of penalty involved for the above purchase.**
- 2. Further, the tenderer will also be blacklisted for 3 years to trade with this institute. Details of tenderers blacklisted by the institute will be put up in the institute website. And it will be informed to similar government procurement agencies.**
- 3. Any violation of tender norms may lead to blacklisting of the tenderer by the institute for 3 years.**
- 4. If a company is blacklisted for more than two times, the drug purchase and utilization monitoring committee (DPU&MC) of JIPMER will be recommend to Blacklist the firm for a further period of fifteen years.**

POINTS TO REMEMBER

- 1. Listing of serial number of Drugs should follow the same serial order as in Tender Schedule.**
- 2. Rate quoted should be F.O.R at I Floor, Pharmacy Block, JIPMER, Pondicherry -6.**

3. Tenders should quote final rates. No discount/free goods/additives will be accepted.
4. Rates should be according to unit asked for. Specification & packing size of each product should be as per details given in the tender.
5. Plea of clerical error, typographic error etc. committed by the tenderer would not be accepted, unless intimated prior to opening of price bid.
6. No correspondence will be entertained after opening the price bid.
7. The rates quoted by the tenderers shall not in any case exceed the controlled Price fixed by schedule I of Drugs (Price Control Order) Amendment 2013.
8. If a tenderer quotes a rate higher than the controlled rate, the Tenderer will be rejected and prevented from participating in the tender for the next three years.
9. The rates quoted should be in Indian currency only. Tenders in any other currency are liable to be rejected.
10. If the rate for any item is not quoted, the price column should be left blank.
11. Participation in the tender implies that the participant is accepting all terms and conditions of the tender.

If the above terms and conditions are acceptable, the applicants are requested to quote the rates only in the prescribed E-Tender form online.

DECLARATION OF THE BIDDER

1.	Name & Designation of the contact person with signature	
2.	Name and Address of the Tenderer	
3.	Phone No a) Land line number (functional between 9 am and 5pm)	
4.	Mobile No of contact person (available from 9am to 6pm)	
5.	Fax No of the Tenderer	
6.	Email ID of the Tenderer	
7.	Email ID of the contact person	
8.	Local supplier/Distributor in Chennai/ Puducherry or any other place (complete address must be written)	

9.	Drug manufacturing or Import license copy to be enclosed.	
If there is any change in the above details, I will immediately intimate you by speed post or fax or email		
<p style="text-align: center;">I hereby declare that the details given above are true to the best of my knowledge and I have thoroughly read and understood the terms & conditions of the tender and shall abide by the rules.</p>		
Dated :	(Name with designation & seal)	Signature

NB: This declaration form must be duly filled in by an authorized person not below the rank of Manager.

Notarized affidavit

I.....
 Managing Director/Partner/Proprietor of M/s.....

 having its manufacturing or import unit/ registered office at.....do hereby declare that our company/applied items have not been blacklisted either by any State government or Central Government Organization or its drug procurement agencies for the following products quoted in the tender during last three years. We are eligible to participate in the tender ref. no_____ for the following products.

S. No.	Drug Code	Name of the Drug

8	Annual turnover statement of Rs.25 crores for any one year.i.e 2015-16 or 2016-17 certified by Auditor/Chartered Accountantwith Income Tax return.	
9	Audited balance sheet duly attested by the Auditor/ Chartered Accountant	
10	<u>Documents for Renal Transplant drugs</u> a. Market standing certificate for (10) Ten years b. Utilization certificate from the Head of the Dept. of Nephrology.	
11	Declaration of the bidder	
12	Other Documents if any	