JAWAHARLAL INSTITUTE OF POST GRADUATE MEDICAL EDUCATION & RESEARCH (JIPMER)

(An Institution of National Importance under Ministry of Health & Family Welfare, Government Of India)

Dhanvantri Nagar, Puducherry–605006

TENDER FOR ENTERING INTO A RATE CONTRACT FOR SUPPLY OF DRUGS TO JIPMER, PUDUCHERRY.

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TENDER II (Supplementary)

(1st August 2023 to 31st July 2024)

TENDER DOCUMENT

Tender document download starts on	**23-06-2023 at 4.30PM**
Commencement of online submission	**07-07-2023-on 06.00PM**
Last date and time for online submission	**25-07-2023 up to 12.00 Noon**
Tender (Technical Bids) opening on	**26-07-2023 at 2.30PM**
Cost of the Tender Processing Fee	**Rs.590/-(Inclusive of 18%GST)**

DEPARTMENT OF PHARMACY
JIPMER
Puducherry. 605006
Telephone. No. 0413 –2296617, 2271269
Website: www. jipmer.edu.in
Email: www.jipmer.pharmacy@gmail.com

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JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL EDUCATION AND RESEARCH PUDUCHERRY – 6

(Institution of National Importance under the Ministry of Health & Family Welfare, Govt. of India)

DEPARTMENT OF PHARMACY

No.Pur.8(1)/2023/T-II/supp Dated: 23.06.2023

NOTICE INVITING e-TENDER (e-NIT)

Sub: Tender for Entering into a Rate Contract for the Supply of Drugs for the period **1st August 2023 to 31st July 2024**

E- tenders are invited from eligible and qualified bidders for entering into a rate contract for the supply of the Drugs to the Department of Pharmacy from **1st August 2023 to 31st July 2024**

1.	Scope of work	:	Annual contract for supply of Drugs, to Department of Pharmacy, JIPMER, Puducherry.
2.	Value of tender	:	Annual Approximate Cost **Rs.15 Crore**
3.	Duration of the contract	:	One year (**1st August 2023 to 31st July 2024**) (Rates quoted should be valid for One Year)
4.	Address for Communication	:	Officer Incharge of Pharmacy Dept. of Pharmacy First Floor, Pharmacy Block JIPMER. Puducherry-605006. Email: jipmer.pharmacy@gmail.com
5.	Contact official	:	Chief Pharmacist, Dept. of Pharmacy First Floor, Pharmacy Block JIPMER, Puducherry. 605006
6.	Phone Number	:	0413-2296617/0413-2271269

7. **TENDER TIMELINES:**
   i. Date from which tender documents can be downloaded: **23-06-2023** at **04.30 PM**
   ii. Last date for receipt of pre-bid queries: **04.00 PM** on **04-07-2023**
   iii. Pre-bid meeting date, time and venue :**02.30 PM** on **05-07-2023** Purchase section, Administrative Block, JIPMER, Puducherry
   iv. Date and time of start of Bid submission : **6.00 PM** on **07-07-2023**
   v. Closing date & time for submission of online bids :**12 Noon**. on **25-07-2023**
   vi. Time and date of online opening of Technical Bids: **02.30 PM** on **26-07-2023**
   vii. Time and date of online opening of Price Bids: **to be announced later** Earnest Money Deposit : **Rs.50,000/-** and Tender Processing fee: **Rs.590/-** (Inclusive of 18% GST) to be paid through SBI collect only. The EMD shall be returned without interest to the non-successful bidders after acceptance of award of contract by the successful bidder. Tender Processing fee will not be refunded under any circumstance.
8. Interested bidders are advised to download the complete Tender Enquiry document from the websites www.jipmer.edu.in or https://eprocure.gov.in/eprocure/app for complete details.
9. Pre-bid queries can be made before pre-bid meeting through e-mail jipmer.pharmacy@gmail.com up to the time mentioned above under clause 7(ii) of this NIT.
10. The prospective bidders must register with the E-procurement system of https://eprocure.gov.in/eprocure/app. Special Instructions to the bidders for the e-submission of the bids online through this e-Procurement Portal on completion of the registration process is given in https://eprocure.gov.in/eprocure/app. The bidders will be provided user ID and password upon enrolment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
11. Bidders are requested to read the bidders help document on e-tender web site before proceeding for bidding.
12. Post receipt of User ID & Password, bidders can log on for downloading & uploading tender document.
13. The bidders shall submit the bid security declaration (as per tender conditions clause 3, 4) before the due date and time mentioned above.
14. The online submission of tender(s) can only be done through https://eprocure.gov.in/eprocure/app.
15. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through https://eprocure.gov.in/eprocure/app e-portal (as described above) only.
16. Bid security declaration must be scanned and uploaded on the e-procurement portal while submitting the bid online.
17. Prospective bidders are advised to browse the above mentioned websites (i.e.) www.jipmer.edu.in or https://eprocure.gov.in/eprocure/app regularly before submission of their bids, as any further amendments, addendums or corrigenda will be published in these websites only.

Officer Incharge
Purchase Section
For Director,
JIPMER, Puducherry

E-Tender for Supply of Drugs, to

Department of Pharmacy, JIPMER, Puducherry, from 1st August 2023 to 31st July 2024

BILL OF QUANTITY / LIST OF DRUGS WITH ESTIMATED ANNUAL REQUIREMENT

TENDER			
LIST OF DRUGS & MISCELLANEOUS ITEMS			
TABLETS/CAPSULES / OPHTHALMIC AND ENT PREPARATIONS			
Supply in loose packing will not be accepted. Wherever metallic foil pack is mentioned, supply should be made in metallic foil pack on both sides failing which the supply may be rejected. All items should conform strictly to IP/BP/USP standards unless otherwise mentioned.			
S.No	Nomenclature	Average Annual Requirement In Units	Rate Should be quoted for each Unit
1	Acebrophylline 200 mg +Montelukast 10 mg	1000	Tab
2	All trans retinoic acid (ATRA) 10 mg	4000	Tab/Cap
3	Ambroxol 30 mg	6000	Tab
4	Anti H- Pylori Kit (Pantoprazole (or) Esomeprazole 40 mg+Amoxycillin 750 mg +Clarithromycin 500 mg (each 2 Tabs pack))	8000	KIT
5	Clobazam 2.5 mg	24000	Tab
6	Clofazimine 100 mg	3600	Tab
7	Conjugated Estrogen 0.625mg	600	Tab
8	Cotrimoxazole 80:400 mg	108000	Tab
9	Cotrimoxazole 160:800 mg	110000	Tab
10	Cyclophosphamide 50 mg	25000	Tab
11	Dapsone 100 mg	3600	Tab
12	Diazepam 5 mg	150000	Tab
13	Dicyclomine hydrochloride 20 mg	40000	Tab
14	Diethylcarbamazine citrate 100 mg	15000	Tab
15	Dihydro progesterone 10 mg	8000	Tab
16	Disulfiram 250 mg	8000	Tab
17	Drospirenone 3 mg and Ethinyl estradiol 0.02 mg	30	Tab
18	Eltrombopag 25 mg	1000	Tab
19	Fludrocortisone acetate 100 mcg	5000	Tab
20	Glycopyrronium bromide 25 mcg Rotacaps	50000	Cap
21	Griseofulvin 250 mg	25000	Tab
22	Ipratropium 40 mcg+ Salbutamol 200 mcg Rotacaps	10000	Cap
23	Levodopa 275 mg CR	3000	Tab
24	Metronidazole 400 mg sugar/filmcoated	350000	Tab
25	Mifepristone 200 mg	150	Tab

26	Misoprostol 200 mcg	26000	Tab
27	Medical Abortion Kit (Mifepristone 200 mg 1 Tab + Misoprostol 200 mcg 4 Tab)	150	Kit
28	Methyldopa 250 mg	60000	Tab
29	Omeprazole 20 mg	15000000	Cap
30	Paraformaldehyde 1gm	30000	Tab
31	Phenobarbitone 60 mg	200000	Tab
32	Pramipexole 0.5 mg	6000	Tab
33	Ropinirole 0.5 mg	6000	Tab
34	Salbutamol 4 mg	75000	Tab
35	Tacrolimus 0.25 mg	7000	Cap
36	Verapamil 40 mg	1400	Tab
37	Vitamin A 25000 IU	15000	Tab/Cap
38	Vitamin A 50000 IU	15000	Tab/Cap
39	Zinc sulphate 10 mg	2800	Tab
	OPHTHALMIC AND ENT PREPARATIONS		
40	Acyclovir Eye ointment 3% 5 gm	250	Tube
41	Chloramphenicol Eye applicaps 1%	30000	Cap
42	Ciprofloxacin 0.3% eye ointment 5 gm	15000	Tube
43	Hydrocortisone Butyrate cream 1% 15 gm tube	1500	Tube
44	Povidone iodine solution10%5ml bottle (Non irritant to eyes)	2500	bottle
45	Phenylephrine 10% eye drops 5 ml	700	bottle
	PREPARATIONS OF EXTERNAL USE		
46	Clotrimazole 100 mg vaginal tablets (with applicator in a box of 6 tabs)	13500	Box(6 Tabs)
47	Estriol 1mg cream	20	Tubes
48	Framycetin sulphate IP 1% Ointment/Cream 30 gm	6000	Tube
49	Hydrocortisone Butyrate cream 1% 15 gm tube	1500	Tube
50	Levonorgestrel 52 mg Sterile Intrauterine System	50	No
51	Salbutamol Respiratory solution 5 mg/ml- 15 ml	25000	Bottle
52	Vaginal Progesterone insert 200 mg	200	Insert
	INJECTIONS		
Ampoules should be machine sealed. Vials should be fresh and embossed with same mark for a batch. Each pack of ampoules should contain at least 5 metallic files/ampoule cutters. Each Pack should not contain more than TEN Ampoules/Vials.			
53	Activated Factor VII a 1 mg (Recombinant) Vial	100	Vial
54	Amino Acid 10% 100 ml Bottle containing all amino-acid with essential amino acid composition: Isoleucine 10, Leucine 11, Lysine 9, Threonine 6, Tryptophan 3, Valine 14, Phenylalanine & Tyrosine 14, by parte (For Neonatal use) Without Sorbitol, Glacial acetic acid,Xylitol	120	Bottle

55	Amino Acid 10% 250 ml Bottle containing all amino-acid with essential amino acid composition: Isoleucine 10, Leucine 11, Lysine 9, Threonine 6, Tryptophan 3, Valine 14, Phenylalanine & Tyrosine 15, by parte (For Neonatal use) Without Sorbitol, Glacial acetic acid,Xylitol	250	Bottle
56	Aminophylline 250 mg 10 ml Amp	500	Amp
57	Anti-D Rh factor human immunoglobulin Monoclonal 300 mcg Vial/PFS	700	Vial/ PFS
58	Anti-D Rh factor human immunoglobulin (Recombinant DNA) 300 mcg Vial/PFS	700	Vial/ PFS
59	Antihemophilic Factor IX 600 IU Vial	300	Vial
60	Antisnake venom (polyvalent) serum - lyophilised powder to be made upto10 ml Vial	3600	Vial
61	Anti tetanus toxin human immunoglobulin 1000 IU Vial	300	Vial
62	Antithymocyte globulin 25 mg (Rabbit) Vial	150	Vial
63	Antithymocyte globulin 250 mg Vial	1300	Vial
64	Aqueous progesterone 25 mg	500	Amp
65	Atropine sulphate 100 mg/ 100 ml Bottle	1500	Bottle
66	B C G Vaccine 40 mg Vial Lyophilised (Moscow Strain or Danish 1331 Strain) for intravesical use	500	Amp / vial
67	Basiliximab 20 MG	200	Vial
68	Benzyl Penicillin Sodium 1 Million IU Vial	36000	Vial
69	Beractant 4 ml Vial	200	Vial
70	Beractant 8 ml Vial	200	Vial
71	Botulinum Toxin type A 50 units Vial	50	Vial
72	Botulinum Toxin type A 100 units Vial	100	Vial
73	Botulinum Toxin type A 500 units Vial	50	Vial
74	Cladribine 10 mg	100	Vial
75	Cotrimoxazole 160:800 mg	800	Vial
76	Cyclosporine 50 mg	600	Vials
77	Dacarbazine 100 mg Vial	1000	Vial
78	Dextrose 50% 25 ml	1200	Amp/Vial
79	Dicyclomine 20 mg/ 2 ml Amp	600	Amp
80	Digoxin 0.5 mg/ 2 ml 2ml Amp	1400	Amp
81	Diphtheria Antitoxin 10,000 Units Amp/ Vial	1000	Amp / vial
82	Ethacridine lactate 100 mg /100 ml Bottle	600	Bottle
83	Fat emulsion 20% containing Soyabean oil,Egg phospholipids 100ml	2000	Bottle
84	Fat emulsion 20% containing Soyabean oil,Egg phospholipids 500ml	600	Bottle
85	Fat emulsion 20% containing Fish oil,Egg phospholipids 100ml	2000	Bottle

86	Fat emulsion 20% containing Fish oil,Egg phospholipids 500ml	600	Bottle
87	Flumazenil 0.5 mg/ 5ml Amp/Vial	200	Amp / Vial
88	Fluorescein sodium 20% - 3 ml Amp/Vial	600	Amp / Vial
89	Fluphenazine decanoate 25 mg/ ml 1ml	1200	Amp
90	Fomepizole 1.5 gm/ 1.5 ml	200	Amp/ Vial
91	r.Follicle stimulating hormone 300 IU Vial/PFS/ Ampoule	600	Vial /PFS
92	Glucagon Amp	200	Amp
93	Golimumab 50 mg PFS	100	PFS
94	Growth Hormone 4 mg (Somatropin)	1000	Vial/ PFS
95	Hepatitis-B Immunoglobulin 100 IU Amp/ Vial	200	Amp/ Vial
96	Human Albumin 5 % 100 ml Bottle	1200	Bottle
97	Human cryoprecipitated anti-haemophilic Factor-VIII Iyophilised monoclonal purified 250 IU Vial	5000	Vial
98	Human Papilloma Virus (HPV) 0.5ml Vial/ PFS (Quadrivalent)	100	PFS
99	Human Rabies immunoglobulin 300 IU in 2 ml	1200	Vial/ PFS
100	Infliximab 100 mg Vial	100	Vial
101	Iohexol/ Iopromide/ Iopamidol 350 mg of Iodine/ ml, 90 ml Bottle	8000	Bottle
102	Iohexol/ Iopromide/ Iopamidol 350 mg of Iodine/ml, 100 ml Bottle	7200	Bottle
103	Ketamine hydrochloride 50 mg/ ml 2 ml Amp	15000	Amp
104	Leuprolide 1 mg Ampoule / Vial/ PFS	200	Amp/Vial/PFS
105	Levosimendan 12.5 mg Amp	500	Amp
106	Levothyroxine100 mcg	300	Amp/ vial
107	Lignocaine HCL 2% Viscous 100 ml Bottle Oral topical solution	1350	Bottle
108	Lignocaine HCL 4% 30 ml Topical solution Vial/Bottle	1500	Vial /Bottle
109	Methotrexate 1gm Preservative free Vial	2000	Vial
110	Methylene Blue 10 mg/ ml	200	Amp/ vial
111	Pneumococcal Vaccine 13 valent 0.5 ml Vial/ PFS	60	Vial/PFS
112	Pneumococcal Vaccine 23 valent 0.5 ml Vial/ PFS	60	Vial/PFS
113	Protamine sulphate 1% 5ml Amp	3000	Amp
114	Scorpion Venom Antiserum	300	Amp/vial
115	Sildenafil 0.8 mg Amp/ Vial	120	Amp/Vial
116	Tdap vaccine 0.5ml Vial/ PFS	1500	Vial/PFS
117	Tenecteplase 20mg Vial	200	Vial
118	Terbutaline sulphate 0.5 mg/ ml 1ml Amp	620	Amp
119	Tetanus Toxoid 0.5ml / Dose - 5ml Vial	4200	Vial
120	Tocilizumab 80 mg	100	Vial
121	Tocilizumab 400 mg	20	Vial
122	Varicella Zoster Immunoglobulin 125 IU 5ml Amp/Vial	500	Amp/Vial
123	Verapamil 5 mg/ 2 ml 2 ml Amp	1000	Amp
IV FLUIDS			

124	Low molecular weight Dextran 40 with Normal saline/ Dextrose 500 ml Bottle FFS pack	700	Bottle
125	Peritoneal dialysis fluid in 1 ltr Polythene Bottle	2100	Bottle
126	Sodium chloride injection 0.9% 3 Ltr Bottle FFS Pack	2800	Bottle
	FOLLOWING SHOULD BE IN COLLAPSIBLE/FLEXIBLE BAGS		
127	Compound Sodium lactate (Ringer lactate solution for injection) 500 ml in collapsible /flexible bags	75000	Bag
128	#Continuous ambulatory dialysis fluid 1.5% 2000 ml with drain bag, with a Y connector or a turnable disc for regulation of direction of flow.	45000	Bag
129	#Continuous ambulatory dialysis fluid 2.5% 2000 ml with drain bag, with a Y connector or a turnable disc for regulation of direction of flow.	45000	Bag

The bags should be supplied in a stagerred fashion. Approximately 600-700 bags each of 1.5% and 2.5 % Dextrose bags of CAPD should be delivered every two Weeks. to Room No.308, Nephrology OPD, Super Speciality Block

130	Glycine 1.5% 3 L in collapsible bags	2800	Bag
131	Hydroxy ethyl starch (Tetra starch) MW 130000 - 500 ml Bag	4200	Bag
132	Sterile perfusion fluid for organ preservation for transplantation (such as Eurocollins or HTK solution) in 1 litre collapsible bag	80	Bag
133	Sodium chloride injection 0.9% 100 ml in collapsible/flexible bags	35000	Bag
134	Sodium chloride injection 0.9% 3 Ltr infusion bag	3500	Bag
135	Total Parenteral Nutrition solution in 3 chamber single bag having pvc free, DEHP free container with needle free access and latex free injection port with strong hanger.Volume should be 1400- 1500ml. Calories provided should be 800-1000 kilocalories, Glucose 90- 110gm per 1500ml, protein content should be 30-50gm per 1500ml, lipid emulsion should be30-50gms per 1500ml with a mixture of LCT,MCT,olive oil/ fish oil /Soya oil. Should also contain micro nutrients like trace elements, zinc and taurine. Should have an osmolality permitting to be infused through peripheral vein (< 900 mosm/L)	3000	Bag

136	Total Parenteral Nutrition solution in 3 chamber single bag having pvc free, DEHP free container with needle free access and latex free injection port with strong hanger.Volume should be 1400 - 1500ml. Calories provided should be 1500-1600 kilocalories, Glucose 170- 190gm per 1500ml, protein content should be 60-75gm per 1500 ml, lipid emulsion should be50- 60gms per 1500ml ,with a mixture of LCT,MCT,olive oil/ fish oil /Soya oil. Should also contain micro nutrients like trace elements, zinc and taurine. Should have an osmolality permitting to be infused through central vein (> 900 mosm/L)	3000	Bag
137	UW Solution in 1 Ltr Bag (University of Wisconsin solution)	140	Bag
	POWDERS		
138	Fosfomycin Powder 3 gm Sachet	280	Sachet
139	Mesalazine Sachet 1 gm	30000	Sachet
	SYRUPS, SUSPENSIONS AND DROPS		
140	Ampicillin + Cloxacillin 125 mg/5 ml Suspension 60 ml Bottle	1260	Bottle
141	Caffeine citrate oral solution 20mg/ml- 3 ml	720	Vial
142	Digoxin 50 mcg syrup/suspension 30 ml Bottle	420	Bottle
143	Ibuprofen suspension 100 mg/5 ml 60 ml Bottle	420	Bottle
144	Lactitol 66.67% W/V Syrup 200 ml	280	Bottle
145	Phenobarbitone syrup 20 mg/5 ml 60 ml Bottle	140	Bottle
146	Phenytoin suspension 25 mg/ml 100 ml Bottle	140	Bottle
147	Polyethylene glycol 3350 Syrup	140	Bottle
148	Triclofos Sodium syrup 500 mg/5 ml 30 ml Bottle	140	Bottle
149	Ursodeoxycholic acid suspension 125 mg/5 ml 100 ml Bottle	140	Bottle
150	Valproic Acid 40 mg/ml Syrup/Suspension 100 ml Bottle	140	Bottle
	NARCOTIC DRUGS		
151	Morphine sulphate 10 mg CR/ SR	48000	Tablet
152	Morphine sulphate 30 mg CR/SR	72000	Tablet
153	Sufentanyl citrate 50 mg/ ml - 1 ml	2400	Amp
	DISINFECTING FLUIDS		
154	Obstetric Cream 500g containing Dichloroxylenol 1 % & Terpineol 1% - 2% in the range of 400 to 500gm Jar	300	Jar
155	Spirit Denatured 100 Ltr pack	12000	Ltr
156	Spirit Rectified 100 Ltr pack	3500	Ltr
	SURGICAL DRESSING ITEMS		
157	Bandage "T" shapped CALICO IND:MED:TC:0180(B)	2000	Packet

158	Lint. PLAIN Packet Minimum weight of 400 gm IP/IS:757:1961 with latest amendment	28000	Packet
159	Plaster of paris bandage 7.5 cm x 2.7 meters	16000	Roll
160	Plaster of Paris Powder IP PACKED in POLYTHENE BAGS IN AIR-TIGHT Tin. 5/10kg	1500	Kg
	MISCELLANEOUS		
161	Empty A-type Medical Oxygen Cylinder ISI marked (Without Cap) Medical Oxygen Cylinder with valve 4OCFT ISI marked IS No 7285- 1988 and amended up-to-date /ISO 9809	70	cylinder
162	Empty B-type Medical Oxygen Cylinder ISI marked (Without Cap) Medical Oxygen Cylinder with valve 4OCFT ISI marked IS No 7285- 1988 and amended up-to-date /ISO 9809	700	cylinder
163	Acriflavin 1:1000 N 500 ml	2000	Bottle
164	Antiseptic Mouthwash (Listrine Formula) 100 ml	24000	Bottle
165	Boric Alcohol Ear Drops 4-5% 10ml	3000	Vials
166	Cetrimide Lotion 1% 120 ml	12000	Bottle
167	Candy"s Lotion 1% 500 ml	60	Bottle
168	Dressing Saline 0.9% 1000 ml	12000	Bottle
169	Gentian Violet Paint 1 % 10 ml	2000	vial
170	Glucoglycerine Nasal Drops 25% 10 ml	600	vial
171	Ichthammol 10% salicylic acid 3-5% ointment 25 gm	24000	tube
172	Joulie"s Solution (Oral) 1000 ml Composition Dibasic Sodium Phosphate- 5.4 gm, Phosphoric Acid-3.4 ml and Water qs to 100 ml	50	Bottle
173	Linctus Codeine 0.125 % 100 ml	24000	Bottle
174	Methylene Blue 1% Topical solution 200 ml	100	Bottle
175	Mixture Cough Expectorant 60-100 ml containing Bromhexine 4 mg/5 ml	24000	Bottle
176	Potassium Chloride Mixture 1% - 200 ml	120000	Bottle
177	Propranolol 1 % Cream 5 gm	200	Tube
178	Salicylic Acid Ointment 3% 25 gm	6000	Tube
179	Salicylic Acid Ointment 6% 25 gm	6000	Tube
180	Salicylic Acid Ointment 10% 25 gm	2500	Tube
181	Salicylic Acid Ointment 20% 25 gm	1200	Tube
182	Salicylic Acid Ointment 40% 25 gm	600	Tube
183	Saturated solution Potasium Iodide (oral) 100 ml	10	Bottle
184	Shohl"s Solution (Oral) 500 ml Composition Citric Acid- 12.8 gm Sodium Citrate-9.8 gm water qs to 100 ml	10	Bottle
185	Sodium Thiosulphate (Hypo) Solution 20 % 100 ml	300	Bottle

186	Yellow Soft Paraffin 25 gm	10000	Tube
187	Whitfield ointment 25 gm Composition Salicylic acid-3 gm Benzoic Acid-6 gm Yellow Soft Paraffin qs to 100 gm	1200	Tube
	CHEMICALS		
188	Ammonium chloride IP 400gm	300000	gm
189	Glycerine IP 1Kg	3000	Kg
190	Ichthammol IP 400gm	72000	gm
191	Iodine crystal IP 50gm in air tight container	1000	gm
192	Liquid extract of Liquorice IP in the range of 400-500ml	576000	ml
193	Methylene blue IP 20gm	500	gm
194	Potassium Chloride IP 400-500 gm	1280000	gm
195	Potassium Iodide IP in the range of 400-500gm	3500	gm
196	Silver Nitrate Crystal IP	50	gm
197	Sodium Thiosulphate IP 400-500 gm	14000	gm
198	Sy Codeine phosphate IP in the range 200- 400gm	720000	gm
199	Sy Tolu IP 600gm	720000	gm
200	Thymol IP 100gm in air tight container	5600	gm
201	Yellow soft paraffin IP 1Kg	4000	Kg
202	Zinc Oxide IP 1 Kg	300	Kg
	GTE Exemepted Items (Ref: Ministry of Finance O.M. No.F.4/1/2023-PPD dt 03.04.2023		
203	Basiliximab 20 MG	200	Vial
204	Ceftazidime 2 gm+ Avibactum 500 mg	2100	Vial
205	Desflurane	100	Bottle
206	Recombinant Antihemophilic factor VIII 250 IU	500	Vial
207	Recombinant Antihemophilic factor VIII 500 IU	500	Vial

I.TERMS & CONDITIONS OF E-TENDER

1. Estimated tender value: - **Rs.15 Crore** (approx.) (Rupees Fifteen Crore only) for One Year Period of contract: The contract shall initially be for a period of 12 months (**1st August 2023 to 31st July 2024)**. It may be extended for a period of 4 months. So the quoted rates should be valid for 16 months. The rates approved shall remain unchanged during the period of contract.
2. A non-refundable Tender Processing fee: **Rs.590/-** (Inclusive of 18% GST) to be deposited, through SBI collect only. No other form of payment such as demand draft or cheque is acceptable.
3. Last date of submission: Last Date for submission of the e-tender is on or before

25-07-2023 at 12.00 Noon.

4. Date of opening the e-tender: The fee cover of e-tender will be opened **on 26-07-2023 at 02.30 PM.**
   The e-tender shall be opened in presence of the bidders who choose to be present during opening of bids.
5. Pre-Bid Meeting: A pre-bid meeting shall be held on **05-07-2023** at **02.30 PM** in the Purchase Section, Administrative Block, JIPMER, Puducherry.

II. A. Eligibility conditions of bidders:

Original Manufacturers / Direct Importers/Authorized Distributors/ Agents/ Whole sale distributors/ Retailers of drugs are eligible to participate in the tender.

1. For Item Nos. 1 to 202

The original manufacturer of the product quoted by the bidder must be a domestic manufacturer that is a 'Class-I local supplier' or a 'Class-II local supplier' as defined under Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, as further amended by orders of even number dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020.

2. For Item Nos. 203-207

Original domestic Manufacturers or Original direct importers principal firm should have **at least 3 years market standing** as a manufacturer/direct importer respectively for each drug Copy of the Manufacturing License/Import License renewed under Drugs and Cosmetics Act 1940 with approved list of drugs under the license should be furnished for a period of three years up to 2022. **(Reference- O.M No F.4/1/2023 PPD(Pt.) dt 03.04.2023 by Procurement Policy Division-GTE Exempted Items)**

3. The bidder should provide a notarized affidavit that they have not been blacklisted due to quality failure or any other issue for the quoted product /firm by any State Government / Central Government / its Drug procurement agencies during the last 3 years.

4. The bidder has to submit Non-Conviction Certificate from State Drugs Controller 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.

5. Bids should not be submitted for the Drugs for which the firm /company has been blacklisted by any State Government/ Central Government / Drug procurement agencies (like TNMSC/KSMC)/ due to quality failure of the drugs.

    1. In compliance with order (Public Procurement No.1) No. 6/18/2019-PPD dated 23rd July 2020 issued by the Public Procurement Division, Dept. of Expenditure, Min of Finance under Rule 144(xi) of GFR 2017 any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

a. "Bidder" (in contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here in before, including any agency branch or office controlled by such person, participating in a procurement process eluding the term 'bidder', 'consultant' or 'service provider' in certain

b. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

i. An entity incorporated, established or registered in such a country; or

ii. A subsidiary of an entity incorporated, established or registered in such a country; or

iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or

iv. An entity whose beneficial owner is situated in such a country; or

v. An Indian (or other) agent of such an entity; or

vi. A natural person who is a citizen of such a country; or

vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

c. The beneficial owner for the purpose of (iv) above will be as under:

i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation :

1. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company;
2. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

ii. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) , who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v. In case of a trust, the identification of the beneficial owner(s) shall include the identification of the author of the trust, the trustee, the beneficiaries with 15% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

d. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

e. In case of turnkey contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

f. Bidders must include a paragraph as a certificate of compliance with the above mentioned provisions in the tender form given in the annexure.

7. Bid 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 any issue.

8. The companies blacklisted by JIPMER for more 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.

B. Purchase Preference

i. The Procurement of goods and services in Pharmaceuticals formulations under this e-tender will be regulated as per the applicable provisions of Public Procurement (Preference to Make in India), order (PPO) 2017 vide No. P 4502/2/2017-B.E. II dated 15/06/2017 of MoC and I (DIPP), Govt. Of India, as further amended by orders of even number dated 28.05.2018, 29.05.2019, 04.06.2020 and 16.09.2020. Salient portions of the order are reproduced in Appendix A of this tender document by way of information. Bidders are advised to see the original orders and satisfy themselves that they qualify to participate in the tender. Bidders who are claiming eligibility to participate in this tender must submit a certificate in format given in Appendix A along with documentary evidence in support of their claim wherever necessary failing which their bid will be summarily rejected.

The minimum local content for Pharmaceutical Formulations is fixed as under:

a. Class-I Local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 80%.
b. Class-II local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 50% but less than 80%.
c. Non-Local supplier means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 50%.

All other provisions of Public Procurement (Preference to Make in India) Order 2017, as revised by DPIIT on 16.09.2020, shall be applicable as such and shall be adhered to by bidders for procurement of any pharmaceutical formulation. The purchaser reserves the right to give preference to the 'Class-I local supplier' over 'Class-II local supplier' and 'Non-local supplier' as follow

a. Among all qualified bidders, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
b. If L1 bid is not a 'Class-I local supplier', 50% of the order shall be awarded

to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of preferences, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local suppler' within the margin of purchase preference shall be invited to match L1 price for remaining quantity and so on and contract shall be awarded accordingly. In case, some quantity is still left uncovered on 'Class-I local supplier', then such balance will also be ordered to the L1 bidder.

ii. The Purchaser reserves the right to give the purchase preference to small-scale sectors, Micro and small-scale enterprises etc. as per the instruction in vogue while evaluating, comparing and ranking the responsive Tenders as given in the MSMED Act 2006 reproduced below:

a. In exercise of powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act 2006, the Government has notified a new Public Procurement Policy for Micro & Small Enterprises effective from 1st April 2012. The policy mandates that 25% of procurement of annual requirement of goods and services by all Central Ministries/Public Sector Undertakings will be from the micro and small enterprises. The Government has also earmarked a sub-target of 4% procurement of goods & services from MSEs owned by SC/ST entrepreneurs out of above said 25% quantity.

b. In accordance with the above said notification, the participating Micro and Small Enterprises (MSEs) in a tender, quoting price within the band of L1+15% would also be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 25% of the total tendered value. In case there are more than one such eligible MSE, the 25% supply will be shared equally. Out of 25% of the quantity earmarked for supply from MSEs, 5% quantity is earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the Tender process or meet the tender requirements and the L1 price, the 5% quantity earmarked for MSEs owned by SC/ST entrepreneurs will be met from other participating MSEs.

c. The MSEs fulfilling the prescribed eligibility criteria and participating in the Tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro and Small enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.

d. Special provision for Micro and Small Enterprise owned by women: – Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.

e. Note: "If the bidder is a MSE, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSE unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.

III. INSTRUCTIONS FOR THE BIDDERS

a. E-Tender form shall be completed in all respect. Incomplete or e-tenders without bid security declaration shall be treated as invalid.

b. Bidders must ensure that all the documents are properly filled.

c. Director, JIPMER reserves the right to accept or reject (fully or partially) any tender or all tender without assigning any reason.

d. Conditional tenders are liable to be rejected.

e. Bids received and found valid will be evaluated by JIPMER to ascertain the completeness / correctness of the documents. The bidder should take care to submit all the information sought by JIPMER in prescribed formats.

f. Incomplete bids, bids in paper format, conditional bids, telephonic bids or tenders submitted after the due date and time will not be considered and will be summarily rejected. No grounds whatsoever for late submission shall be entertained such as, but not restricted to, postal, train or flight delays, strikes or agitations of any nature etc. Vendors are, therefore, advised to submit their bids well on time.

IV. SUBMISSION OF TENDERS

1. The bidders must ensure that they submit the **on-line bids only** within the scheduled closing date & time. No physical documents need to be submitted.

2. **Late Tender:**

There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system.

3. **Alteration and Withdrawal of Tender**

i. The bidder, after submitting its bid, is permitted to alter/modify its bid, within the deadline for submission of bids. Alterations/modifications to bids received after the prescribed deadline will not be possible on the e-tender portal.

ii. No tender should be withdrawn or modified after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws or modifies the tender during this period, it will result in the bidder being suspended from participating in all tenders invited by JIPMER for a period of two years with effect from the date of withdrawal, as per the terms and conditions of bid security declaration furnished by the bidder in its tender.

V. PREPARATION OF e-TENDERS

1. **Documents comprising the e-Tender**

This is a Two-Bid Tender system, consisting of the **Techno-Commercial Bid** and **Price Bid** that are to be uploaded in the prescribed formats in the e-tendering portal.

2. The tender(s) shall only be submitted online as mentioned below:

A. Techno-Commercial Bid shall comprise

i) In the "Fee" Cover

a. Scanned copy in pdf format of **Tender processing fee payment receipt** must be uploaded. Tender processing fee is not exempt for any bidder.

b. Scanned copy in pdf format of EMD receipt or, if EMD exemption is claimed, copy of valid registration details proving that the bidder is a Micro or Small enterprise or is registered as a Small Scale Industry with MSME, as the case may be should be uploaded. **Traders and Service providers are not exempted from EMD.**

ii) In the "Prequal/Technical" cover

Scanned copy in pdf format of the following documents are to be uploaded:

a. **Tender Form** as in Annexure 1 and **Declaration by bidder** as in Annexure 2 must be downloaded, filled in the format prescribed in the firm's letterhead, signed in full and stamped at the appropriate places by the authorized signatory, must be scanned and uploaded as a single pdf file.

b. **Non- Blacklisted certificate** – Notarized affidavit (as in Annexure 3), (for manufacturers only), **Non- Conviction Certificate** – from State Drug Controller, must be scanned and uploaded as a single pdf file (for manufacturers only) and Documentary evidence for the constitution of company Like 1**. Article of Association,** (for manufacturers only)

c. Copy of **GST registration** certificate, Copy of **PAN Card** and Copy of the **Manufacturing License/Import License** renewed under Drugs and Cosmetics Act 1940. Must be scanned and uploaded as a single pdf file (for manufacturers only)

d. Copy of the **Drug license for distribution/ whole sale and retail** as per Drugs and Cosmetics Act 1940.(for Distributors and Retailers only)

e. Bidders/original manufacturers who are claiming purchase preference under the

Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India are to upload the self-certification in the format given in **Appendix A (Mandatory)** along with the List of Products with percentage of value addition in India and address where value addition has been done, must be scanned and uploaded as a single pdf file.

f. In case the bidder is empaneled by the Competent Authority under **GFR 144 (xi) (mandatory)** a copy of the same or **GFR 144(xi) compliance certificate** as in Annexure-4 and **Bank Details** (Beneficiary name, Bank name, Account number, IFSC code, Branch address on letterhead) must be scanned and uploaded as a single pdf file

g. **Check list** as in annexure-5 duly filled and A **file mentioning the list of items without price** for which bidder is quoting along with the applicable Make in India (MII catgegory) status for each and signed and any other documents bidder wish to submit must be uploaded as a single PDF file.

Note:

i) Bidders must ensure that the documents uploaded in pdf format are legible. Illegible documents will be treated as documents not submitted.

ii) Bidder must note that the total size of all documents in any one cover, i.e. "Fee cover" and "Prequal/Technical" Cover cannot exceed more than 50 MB. Bidder must accordingly scan and upload only relevant documents scanned at appropriate resolution such as 200dpi, black and white.

B. Price Bid:

Prices are to be quoted in the prescribed Price Bid format provided in the e-tender portal using the BOQ template only. The price should be quoted for the **accounting unit** indicated in the e-tender document.

Note:

i) The bidder must be diligent while filling up the Techno-Commercial Bid and Price Bid provided in prescribed formats and must not tamper with the contents of the sheets.

ii) It is the responsibility of bidder to go through the Tender document to ensure furnishing all required documents in addition to above, if any.

iii) ITE- Item-wise Eligibility Sheet should be downloaded, the items that the bidder wishes to quote must be selected as "Eligible", and this "ITE file" must also be uploaded for the price bid to be considered by the system. The selected items will be displayed once uploaded and the bidder can verify that all items he wishes to quote for, are present in the list.

iv) The bidder can quote for one or more items mentioned in the list. Bidder has to give all details (HSN, MSE, Make-in-India, GFR 144(xi) compliance, make/brand, model, pack size and remark) mentioned in BOQ for all quoted items, failure of that the bid will be rejected summarily.

3. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to do so and bind such other persons to the contract on whose behalf he is signing and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without

prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

4. **Digital Signing of Tender**

The bidders shall submit their tenders as per the instructions contained as above. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorized person having Class 3 digital signature certificate.

5. A bid, which does not fulfill any of the above requirements and/ or give evasive information/reply against any such requirement, shall be liable to be rejected.

6. Tender sent by fax/telex/cable shall be summarily rejected.

7. **Tender currencies.**

The tender shall be quoted only in INR (Indian Rupees).

8. **Additional information and instruction on GST:**

If the bidder desires to ask for GST, the same must be specifically indicated in the financial bid. Any other taxes or duties to be paid extra must be included by the bidder in the unit cost. In the absence of any such stipulation the price will be taken inclusive of such taxes and no claim for the same will be entertained later. The rate of GST quoted in the tender shall be taken for price comparison. However, the rate of GST quoted in the tender or the actual rate of GST applicable, whichever is lower shall be payable by the purchaser. The supplier can charge a higher GST than quoted in the tender only if the rate of GST was revised by the government after the tender closing date. **Bidders are advised to be particularly careful in filling the GST rate in the financial bid as no upward revision of GST shall be allowed unless the rate is revised by the government after bid submission date. If seller derives any benefits due to reduction/change of tax rates by the Govt., same shall be passed on to the buyer.**

VI. Earnest Money Deposit (EMD)

1. Pursuant to Tender terms and conditions clause 3 and 4 the bidder shall furnish along with its tender, earnest money for amount as shown in the List of Requirements. The earnest money is required to protect the purchaser against the risk of the bidder's unwarranted conduct as amplified under sub-clause, 6 below.
2. The bidders who are currently registered and, also, will continue to remain registered during the tender validity period as Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or with National Small Industries Corporation, shall be eligible for exemption from EMD. In case the bidder falls in this category, it should furnish copy of its valid registration details (with MSME or NSIC, as the case maybe).

3. The earnest money shall be denominated in Indian Rupees only and paid through SBI collect only.

4. The earnest money shall be valid for a period of forty-five (45) days beyond the validity period of the tender.

5. Unsuccessful bidders earnest money will be returned to them without any interest after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful bidder's earnest money will be returned without any interest, after receipt of performance security from that bidder.

6. Earnest Money is required to protect the purchaser against the risk of the bidder's conduct which would warrant the forfeiture of the EMD. Earnest money of a bidder will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful bidder's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

VI. TENDER VALIDITY

The contract for supply of drugs is for one year i.e. from bidders must keep the price valid for One year during the period of contract i.e. from **1st August 2023 to 31st July 2024.** Rates quoted should be valid for One year from the closing date of the tender.

VII. TENDER OPENING

1. The Tender Inviting Authority will open the e-tenders at the specified date and time and at the specified place as indicated in the NIT. In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the Tender Inviting Authority, the tenders will be opened at the appointed time and place on the next working day.
2. Authorized representatives of the bidders, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding bidders. The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding bidders' names and addresses.
3. This being a Two-Bid Tender system, the **Techno-Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the tender document. During the Techno-Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like brief description of the goods offered, delivery period, Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno-Commercial

tender.

VIII. SCRUTINY AND EVALUATION OF TENDERS

1. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the tender enquiry document, based on which tenders have been received and the terms, conditions etc. mentioned by the bidders in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

2. Scrutiny of Tenders

i) The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished and, whether the documents uploaded are in legible form.

ii) The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

iii) The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender document. The tenders, which do not meet the basic requirements, are liable to be treated as non-responsive and will be summarily rejected.

iv) The following are some of the important aspects, for which a tender shall be declared non- responsive during the evaluation and will be rejected;

(i) Non-selection of Class-I local supplier or Class-II local supplier in Make in India column of BOQ.
(ii) Non-selection of GFR 144(xi) compliance column in BOQ.
(iii) Tender validity is shorter than the required period.
(iv) Required bid security declaration have not been provided.
(v) Bidder has not agreed to give the required performance security of required amount in an acceptable form.
(vi) Poor/ unsatisfactory past performance.
(vii) Bidders who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
(viii) Bidder is not eligible as per tender conditions.
(ix) Bidder has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted.
(x) Non-submission of all details of quoted items (HSN, MSE, Make-in-India, GFR 144(xi) compliance, make/brand, model, pack size and remark).
(xi) Bidder has not agreed to other essential condition(s) specially incorporated in the tender enquiry, like delivery terms, delivery schedule, terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism

applicable law.

3. Minor Infirmity / Irregularity/ Non-Conformity

If during the preliminary examination, the purchaser finds any minor infirmity and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and does not have any financial impact and, also, does not prejudice or affect the ranking order of the tenders. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the bidder by email/registered/speed post etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be rejected.

IX. AWARD OF CONTRACT:

a. The selection of the agency will be at the sole discretion of the JIPMER who reserves its right to accept or reject any or all the proposals without assigning any reason thereof.
b. The contract for supply of supply of Drugs to Department of Pharmacy, JIPMER, Puducherry shall be awarded to the lowest responsive bidder (basic rate + GST) for each item (i.e. L1 for each item) except as mentioned under Clause II.B above for certain special drugs for which the lowest bidder will be determined by the method stated therein.
c. The decision on the award of contract will be intimated to the successful bidder.
d. The annual estimate is given only as an indication. The actual quantity procured may increase or decrease. No assurance is given that the quantity stated will actually be procured.

X. GENERAL CONDITIONS OF CONTRACT

1. Only those bidders regularly maintaining enough stock and ready to supply the quoted drugs within the lead time should participate. The entire first installment supply should be made within 45 days from the date of issue of order and subsequent installments will be executed only on written request from the Officer Incharge of Pharmacy. The lead time for subsequent installments will be 45 days. ***At a time, only one installment of supply will be accepted.***
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, First Floor, Pharmacy Block, JIPMER Hospital, Puducherry-6.

3. The prices quoted by the bidder 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.

4. 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.

5. The successful bidder may not sublet/outsource production of drugs quoted without the prior permission of the Director.

6. Free offers by the bidder shall not be accepted. Bidders desiring to offer free goods/items may reduce their rates suitably while quoting.

7. Prices quoted should be inclusive of all charges like packing, forwarding, Insurance, duties and education 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.

8. For any of the drugs which the successful bidder (L1) 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 drug from the next lowest firm readily willing to supply or from the open market and to recover from the successful bidder (L1) the difference (Minimum Rs5000/-), if any, between the price of the drugs so procured and the price payable under the contract to the successful bidder (L1) had the bidder supplied the drug. The minimum penalty of Rs.5,000/- shall be levied in case of non-supply even if the drug has not been procured from an alternative source.

9. Any attempt on the part of the bidders or their Agents to influence the department in their favor by personal canvassing with the officers concerned will disqualify them.

10. If any product is found substandard in the terms of that product packaging and at the time of use, the whole quantity mentioned in supply order is to be replaced including consumed items without any extra cost to the hospital within 24 hours failing no payment will be made for the quantity already consumed. In addition, if replacement is not made within 24 hours, it will be open to the Director or to any person authorized by him on his behalf to purchase the said drug from the next lowest firm readily willing to supply or from the open market and to recover from the successful bidder (L1) the difference (Minimum Rs.5,000), if any, between the price of the drugs so procured and the price payable under the contract to the successful bidder (L1) had the bidder supplied the drug. The minimum penalty of Rs.5,000/- shall be levied in case the drugs are not replaced, even if the drug has not been procured from an alternative source.

11. Statutory documentation such as Sales Tax/VAT/GST etc., are the sole responsibility of the supplying agency/firm.

12. The bidder always should indemnify JIPMER against all claims, damages or compensation under various statutory provisions.

13. In case of breach of any terms and conditions of the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by JIPMER besides annulment of the contract. This shall in no way prejudice the institution's right to recover any consequential financial loss that the institution suffers, from the successful bidder from any other money due to the bidder or by any other method as available under law.

14. The rate quoted in the e-tender will be fixed for the whole contract period.

XI. SPECIAL CONDITIONS

1. Drugs should conform to the relevant Pharmacopoeial specification. The drugs should also comply with the standards required under rule 124 of the Drugs & Cosmetics Act 1935. Minimum content of active ingredients should not be less than the labeled amount at the time of delivery of drugs.

2. Stock should be supplied to this Institute from the latest batch and such a stock should have a minimum life period of 18 Months. Stocks with less than 18 months (12 to 17 months) shelf life at the time of supply will be accepted only if the firm provides an undertaking (in their letterhead) that the unconsumed stocks will be replaced free of cost at the time of expiry.

3. The bidder 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. **Rates quoted should be on door delivery basis to the 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.**

5. **Strips, tablets & ampoules of different drugs should be visibly different in color, size and shape. If two or more drugs supplied by the bidder in this tender look similar, the supply may not be accepted. Hence the bidders are requested to make sure the tablets/capsules/ampoules/labels do not physically resemble each other. Failure to comply will lead to cancellation of the order and alternate procurement action will be taken and the difference in cost (minimum Rs.5000/-) will be levied as penalty.**

6. 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 same has to be replaced within 24 hours of the supplier being intimated about it failing which the order will be placed with the next lowest firm readily willing to supply the drug or from the open market and to recover from the successful bidder (L1) the difference (Minimum Rs.5,000), if any, between the price of the drugs so procured and the price payable under the contract to the successful bidder (L1) had the bidder supplied the drug. The bidder who does not comply will be required to pay the difference in cost as penalty (minimum Rs.5,000/). The minimum penalty of Rs.5,000/- shall be levied in case the drugs are not replaced, even if the drug has not been procured from an alternative source.

7. Bidders must 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 bidders quoting the exact specifications, the Director reserves the right to select an item that is closest to the specifications.

XII. 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 successful bidder 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 bidder is not interested in executing the supply against the order and the purchase order will be awarded to next lowest bidder willing to supply or from the open market, at the risk and cost to the bidder.**

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. n extraordinary situation it may be permitted after the approval from the competent authority. In such case the companies are requested to supply directly from company.**

4. Each supply and batch should be accompanied with a copy of Certificate of Analysis (COA) 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. The strip and the package should clearly state the name of the manufacturer who has participated in the tender. Supply in loose packing is not acceptable.

6. Special drugs wherever strip packing is not available will be accepted, if provided in plastic/glass bottles.

7. The order will be awarded to the successful bidder for the supply of drugs for the specified period and the bidder shall supply on receipt of supply orders from the Officer in Charge of Purchase. A scanned copy of supply order will be sent to the e mail of the manufacturer and supplier.

8. The lead time is 45 days for General Drugs.

9. **The entire first installment should be executed within 45 days . If the supply is not executed within 45 days, the supply order will be cancelled and alternate procurement action will be undertaken. The difference in cost (Minimum Rs.5000) will be recovered from the defaulted supplier as penalty.**

10. **If part supply is ordered the supplier must execute the mentioned part supply at once. Split part supply is not accepted.**

11. All I.V. fluids unless otherwise indicated should be manufactured using Form Fill Seal (FFS) technology. The bottles should be well packed in sturdy boxes to withstand stacking and transport. If packing is not satisfactory and the cardboard boxes are flimsy, the supply will be rejected.

12. 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.

13. Proper maintenance of the cold chain during transit is essential for drugs that require storage in cold room. Packages received without proper cool packs and whose temperature is not within stipulated range will be rejected.

14. Supply of IV-fluids should be in truck having fixed metallic roof to avoid damage during transit.

15. As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed separately.

16. Packing slip containing full details about the contents like Quantity, Batch number, Manufacturing Date, and Expiry date should be pasted on every parcel.

17. Ampoules should be supplied with aluminium files for breaking them. Each pack should contain at least 5 files.

18. **Ampoules should be supplied in boxes with 10 Ampoules to avoid damage. The boxes should be supplied with separator for each Ampoule. Similarly, vials should be packed in individual cartons.**

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 should be clearly visible and readable 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 bidder. 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 bidder or by the contractor immediately at their own expenses after receipt of intimation. If the item is not removed within **15 days** from the date of intimation letter, the supplies will not be returned to the bidder and they will be destroyed.

21. **The company should ensure that the drugs supplied by them should be of different strip colour and size. If JIPMER receives any look alike drugs with same strip colour and size, the supply will be rejected and alternate procurement action will be initiated. The difference in cost (Minimum Rs.5000) will be recovered from the defaulted company.**

22. Supply orders will be sent through e-mail followed with speed post. The bidders 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 check the email regularly.

XIII.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.

2. At the discretion of the Director, JIPMER late delivery of a drug may be accepted after imposing a penalty at the rate of 0.2% of the Total value of the order, per day, for delayed supply subject to a maximum of 15 days for each item, beyond which it will be open to the Director or to any person authorized by him on his behalf to purchase the said drug from the next lowest firm readily willing to supply or from the open market and to recover from the successful bidder (L1) the difference (Minimum Rs.5,000), if any, between the price of the drugs so procured and the price payable under the contract to the successful bidder (L1) had the bidder supplied the drug. Acceptance of late supply after imposing a penalty is solely at the discretion of the Director, JIPMER and does not confer any right on the successful bidder to supply the drug after the due date. The minimum penalty of Rs.5,000/- shall be levied in case of non-supply, even if the drug has not been procured from an alternative source.

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.

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 the supplier immediately and the same should be replaced at the supplier's 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. Supplies should be marked to Officer Incharge .of Pharmacy, First floor, Pharmacy Block, JIPMER, Puducherry. 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/Supplier whenever required.

XIV.PACKAGING

1. The Drugs 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 300GSMwith 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 firsthand 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 35-60 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 injections should clearly indicate whether the preparations are meant for Intravenous (IV), Intra Muscular (IM), Subcutaneous (SC), etc**.

9. 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 alternate purchase of the item 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.

XV. OTHER CONDITIONS

1. The Director reserves the right to reject the bids 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 bidder 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 successful bidder 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 from the next lowest bidder willing to readily supply or from any other source and to recover from the successful bidder the difference (Minimum **Rs.5000**), if any, between the price of the Drugs and the price payable under the contract to the bidder.

4. Any attempt on the part of the bidders of their Agents to influence the department in their favor 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 (BASIC PRICE + GST). HOWEVER, PURCHASE PREFERENCE AS PER GOVERNMENT OF INDIA ORDERS WILL BE GIVEN IN CERTAIN CASES.**

7. The validity of tender may be extended, if necessary at the discretion of the Director.

8. Intending bidders should submit the tender through online in prescribed form on or before the last date. Submission of Online Tender should be well in advance to avoid any problem at the eleventh hour.

XVI. QUALITY

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 bidder. <u>If the quality of drugs is not satisfactory and do not meet the Pharmacopoeial requirements or proper maintenance of cold chain, the same will be rejected and the supplied item has to be removed from the Institute by the bidder or by the supplier immediately at their own expenses after receipt of intimation. If the item is not removed within 15 days from the date of the intimation letter, the supplies will be destroyed. The drugs will not be returned to the bidder and no claim will be entertained.</u>**

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: <u>www.cdsco.nic.in/listof approved laboratories</u>**

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. If any written complaints received from the user departments regarding the quality of drugs, the whole quantity mentioned in supply order is to be replaced including consumed items without any extra cost to the hospital within 24 hours failing which no payment will be made for the quantity already consumed. In addition, if replacement is not made within 24 hours, it will be open to the Director or to any person authorized by him on his behalf to purchase the said drug from the next lowest firm readily willing to supply or from the open market and to recover from the successful bidder (L1) the difference (Minimum Rs.5,000), if any, between the price of the drugs so procured and the price payable under the contract to the successful bidder (L1) had the bidder supplied the drug. The minimum penalty of Rs 5,000/- shall be levied in case of non-supply even if the drug has not been procured from an alternative source.

6. If the quality of the drugs found to be not of standard quality, 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. If any deviations found, action will be taken accordingly.

7. **In case of poor quality of items supplied, the name of the bidder as well as the details of quality control failure will be displayed on the web page of JIPMER**
8. **The quality issues will be intimated to CDSCO, DCGI, TNMSC and similar government procurement agencies.**

XVII. PENALTY

1. **If the successful bidder 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.5000/-) will be recovered as penalty by way of adjustment against the bidder's pending bills or performance security. In addition, any shortfall will also be recovered from the successful bidder by taking recourse to such action as permitted under law. The Risk purchase penalty (difference in cost) will be recovered from L1 firm only.**

XVIII. 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 wrong-doing, 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.

2. 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.

XIX. BLACKLISTING

1. **If the bidder fails to supply two or more times within the stipulated period of 45 days during the tender period, the performance security of the bidder is liable to be forfeited to the institution, in addition to the recovery of penalty involved for the above purchase.**
2. **Further, the bidder will also be liable to be <u>blacklisted for 3 years</u> to trade with this institute. Details of bidders blacklisted by the institute will be put up in the institute website. The same will be informed to similar government procurement agencies.**
3. **Any violation of tender norms may lead to blacklisting of the bidder by the Institute initially for one year and followed by 3 years.**

XX. 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 First floor, Pharmacy Block, JIPMER, Puducherry -6.

3. Bidders 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 bidder will not be accepted, unless intimated prior to opening of price bid. No correspondence will be entertained after opening the price bid.
6. The rates quoted by the bidders shall not in any case exceed the controlled Price fixed by schedule I of Drugs (Price Control Order) Amendment 2013.
7. If a bidder quotes a rate higher than the controlled rate, the bidder will be rejected and prevented from participating in the tender for the next three years.
8. The rates quoted should be in Indian currency only. Tenders in any other currency are liable to be rejected.
9. If the rate for any item is not quoted, the price column should be left blank.
10. Participation in the tender implies that the participant is accepting all terms and conditions of the tender.

XXI.LIQUIDATED DAMAGES:

Supplies made after the stipulated period may be accepted if required, by levying a penalty at the rate of 0.2% of the total value of the order per day, for a maximum of 15 days. However, the decision is purely on the discretion of the Director, JIPMER.

XXII . RISK CLAUSE:

The contractor shall at all times have standby arrangements for carrying out the work under the contract, in case of any failure of the existing arrangements. JIPMER reserves the right for termination of the contract at any time by giving 30 days written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected bidders at the cost, risk and responsibilities of contractor and excess expenditure incurred on account of this will be recovered by JIPMER from the contractor's Security Deposit or pending bills or by raising a separate claim. During the notice period the supplier shall continue the supply.

1. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the department.
2. In the event of loss/damage of the item at the premises of the department, premises due to negligence/carelessness of contractor staff, then the contractor shall compensate the loss to JIPMER.

XXIII.TERMINATION CLAUSE:

During the period of agreement if it is found that the agency is not providing proper services, the JIPMER reserves rights to make the vendor forfeit the performance security deposit deposited with JIPMER or part thereof in favour of JIPMER and agreement will be terminated after giving 30 days' notice. Furthermore, in such situations, tender can be allotted to next lowest bidder readily willing to supply the item or from the open market and the difference in cost shall be recovered from the successful bidder who is in breach of the contract. In addition, in case it is found that the supplier is charging by fraudulent means or indulging in criminal activities the

contract will be terminated immediately and action will be taken against the bidder as per the conditions in this tender besides other provisions of the law.

XXIV. JURISDICTION OF THE COURTS

Jurisdiction for the settlements of disputes if any is Puducherry only.

In above mentioned conditions Director JIPMER reserves all the rights

Officer Incharge of Purchase
Purchase Section
For Director, JIPMER, Puducherry –

Annexure- 1
TENDER FORM
(On Firms' Letter Head)

To,

Date_____

The Director
JIPMER, Puducherry 605006

Ref. Your Tender Document No._____dated _____

We, the undersigned have examined the above-mentioned Tender document No. ___ dated ___, including amendment/corrigendum No. ____, dated_____(if any), the receipt of which is hereby confirmed. We now offer to supply and deliver_____(Description of goods and services) in conformity with your above referred document **for the sum as shown in the price schedules attached herewith and made part of this tender**. If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the tender document.

We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries and we certify that this bidder is not from such a country/ from such a country and has been registered with the Competent Authority and a copy of the valid registration by the Competent Authority is attached as evidence of the same (Strike out the portion not applicable). We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. If there are any Turnkey works involving possibility of sub-contracting the bidder will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of Clause IV "Instructions to Bidders" Sub-Clause 6 in the tender document, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in Clause VIII "Tender Validity" in the Tender document or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

(Signature with date)
(Name and designation)
Duly authorized to sign tender for and on behalf of the firm

Annexure 2
DECLARATIONOF THE BIDDER
(To submitted on the firm's letterhead)

1.	Name and Address of the bidder	
2.	Name & Designation of the authorized person with signature	
3.	Phone No/ Land line number of the bidder (functional between 9 am and 5pm)	
4.	Mobile No of authorized person (available from 9am to 5pm)	
5.	Email ID of the bidder	
6.	Email ID of the authorized person	
7.	Local supplier/Distributor in Chennai/ Puducherry or any other place (complete address must be written)	
8.	Whether bidder is registered MSE Manufacturer? (If registered MSE, submit copy of the Udyog Aadhaar certificate or Equivalent Certificate)	Yes / No

If there is any change in the above details, I will immediately intimate you by speed post or email

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.

Signature

Dated: (Name with designation & seal)

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

Annexure 3

Notarized affidavit in stamp paper of Rs.100/- (mandatory for all bidders)
Notarized affidavit

I…….....

Owner/Managing Director/Partner/Proprietor of M/s……..... having its manufacturing or import unit/ registered office at.....do hereby declare that our company/Supplied 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 Pur.8(1)/2021/Tender---------- for the following products.

S. No.	Drug Code	Name of the Drug

1. I / We _____ hereby submit the e-tender application for the above-mentioned items.

I /We hereby declare that I/we have perused and understood the tender document and accept all the terms and conditions, stipulated by JIPMER in connection with the tender for supply of Drugs to Department of Pharmacy, JIPMER, Puducherry, from **1st August 2023 to 31st July 2024.**

2. I/we confirm that all cuttings and over-writings have been deleted and re-written afresh and initialed wherever required.

Signature of the owner/ Managing Partner/Director

Date:

Name:

Place:

Seal:

N.B.: The above declaration, duly signed by the authorized signatory of the company, should be enclosed with the bid. The authorized signatory must be not below the rank of Manager

Appendix-A

Self-certification format for claiming purchase preference under the "Public Procurement preference to Make in India" order

As per the order issued by

(i) Department of Industrial Policy and Promotion (DIPP) vide No. P-45021/2/2017-BE-II dated 15.06.2017 as further amended by Order No. P-45021/2/2017-B.E.-ll dated 28.05.2018, Order No.P- 45021/2/2017-B.E.-II dated 29.05.2019, Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 and Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020; and

(ii) Department of Pharmaceuticals vide No. F- 31026/36/2016-MD dated 18.05.2018 and the subsequent orders thereof; The purchaser reserves the right to give preference to the local supplier.

A local supplier (definition of "local supplier" is given in clause 2 of the aforesaid order of DIPP as amended from time to time) has to submit the following along with their e-tender(s) failing which their bid will be evaluated without considering such preference mentioned in the DIPP order dated 15.06.2017 further amended on 28.05.2018, 25.09.2019 and 04.06.2020:

a. The local supplier at the time of e-tender, bidding or solicitation shall be required to provide self- certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made in the format in Annexure A.

"Certified that the following items quoted has (a) equal to or more than 80%, (b) more than 50% but less than 80%, (c) less than or equal to 50% (**Select only one**) of value addition in India at the location(s) mentioned against each and is eligible for purchase preference as per the Govt. of India "Public Procurement preference to Make in India" order Dt.15.06.2017 as further amended by Order No.P-45021/2/2017-B.E.-ll dated 28.05.2018, Order No.P-45021/2/2017- B.E.-II dated 29.05.2019, and Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020.

S.No	**Name of the Drug**	**Whether class I local Supplier (Equal to or more than 80% local value addition)** *{Please mark YES or NO for each item}*	**Percentage of local value addition** *{Please mention the exact percentage each item}*	**Place at which local value addition was made**

Authorized Signature:
Name:

b. In cases of procurement for a value in excess of Rs. 10 Crore. the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

Minimum Local Content: 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 80%, as defined under the Order. "Class-II local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 50% but less than 80%, as defined under this Order. "Non- Local supplier" means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 50%.

c. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

d. Manufacture under license/technology collaboration agreements with phased indigenization are exempted from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content

e. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating the procuring entity.

f. A constituted committee with internal and external experts will examine for independent verification of self-declarations and auditor's/accountant's certificates on random basis and in the case of complaints.

g. In case of reference of any complaint by the concerned bidder, there would be a fee of Rs. 2 lakh or 1 % of the value of the pharmaceutical formulations being procured (subject to a maximum of Rs. 5 lakh), whichever is higher, to be paid by way of a Demand Draft to be deposited with the procuring entity, along with the complaint by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

h. False declarations will be breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

i. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Annexure-4

GFR-144 (xi) compliance certificate
(To printed on the Firm's letterhead)

Tender No:

GFR-144(xi) compliance certificate (as per order F.No. 6/18/2019-PPD, Ministry of Finance, GOI)

I have read the clauses regarding restrictions under GFR144(xi) on procurement from a bidder of a country which shares a land border with India. I certify that ……., the vendor

□ is not such a country

□ is from a country and has been registered with a competent authority (attached evidence of valid registration).

(Select one of the above and strike off the other)

I hereby certify that we fulfill all requirement in this regard and is eligible to be considered for the procurement on CPP portal.

S.No	Name of the Drug	Manufacturer	Brand name	Is not from a country registered under GFR 144 (xi)	Signature (*Please sign separately for every row*)
				Is not from a country registered under GFR 144 (xi)	
				Is not from a country registered under GFR 144 (xi)	
				Is not from a country registered under GFR 144 (xi)	

Authorized Signatory

Annexure-5

CHECK LIST

S.No	Name of the document (All documents including this check list must be signed, stamped, scanned and uploaded)	Page No
1	i. Tender Processing Fee (Mandatory for all bidders) ii. EMD Receipt/MSE Registration certificate	
2	Documentary evidence for the constitution of company Like Article of Association (for manufacturers only)	
3	Copy of GST registration certificate	
4	Copy of PAN card	
5	Copy of the Manufacturing License/Import License renewed under Drugs and Cosmetics Act 1940 (for manufacturers only)	
6	Copy of the Drug License for distribution and to sell under Drugs and Cosmetics Act 1940	
8	Non- Conviction Certificate – from State Drug Controller (for manufacturers only)	
9	Tender Form (Annexure 1)	
10	Declaration of the bidder (Annexure 2)	
11	Non- Blacklisted certificate – Notarized affidavit (Annexure 3) (for manufacturers only)	
12	Self-certification format for claiming purchase preference under the "Public Procurement preference to Make in India (**Appendix A**) along with the List of Products with Percentage of Local Content. (for manufacturers only)	
13	Tender signing authority issued by competent authority in favor of the person who is digitally signing/uploading the tender	
14	A copy bidder's empanelment by the Competent Authority under GFR 144 (xi) or GFR 144 (xi) compliance certificate (Annexure-4)	
15	A PDF file containing list of all items quoted by the bidder without price bid in technical cover but specifying MII category	
16	All details of the items (HSN, MSE, Make-in-India, GFR 144 (xi) compliance, make/brand, model, pack size and remark) quoted by the bidder.	

I/We certify that the information furnished above is true and correct. The terms and conditions are acceptable to us and have the authority to bid a tender.

Signature of the Owner/Managing Partner/Director

Date:
Place:

Name:
Seal: