



# Open Tender for Supply of Inj. Remdesivir 100 mg for JIPMER, Puducherry.

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September 2020 to August 2021

## TENDER DOCUMENT

Opening day for download of tender documents	10.09.2020 - 09.00 AM
Commencement of online submission	12.09.2020 - 06.00 PM
Last date and time for online submission	19.09.2020 - 06.00 PM
Tender Processing fee	Rs.590/- (Inclusive of 18% GST)

DEPARTMENT OF PHARMACY  
JIPMER  
Pondicherry. 605006

Telephone. No. 0413 -2296617  
[Email:jipmer.pharmacy@gmail.com](mailto: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)/2020-21/Tender-I

Dated: 09/09/2020

**NOTICE INVITING e-TENDER (e-NIT)**

Sub : Supply of Injection Remdesivir 100 mg for JIPMER Hospital for the year 2020-21

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E- tenders are invited from eligible and qualified tenderers for the supply of Injection Remdesivir 100 mg to the Department of Pharmacy from September 2020 – August 2021.

1. Scope of work : Annual contract for supply of Injection Remdesivir 100 mg to Department of Pharmacy.
2. Value of tender : Annual Approximate Cost Rs.61 lakhs
3. Duration of the contract : One year (September 2020 to August 2021) and may be extended further up to three months with same rates, terms & conditions. (So rates quoted should be valid for 15 months)
4. Address for Communication : Head,  
Dept. of Pharmacy  
Pharmacy Block First Floor  
JIPMER.Puducherry-605006.
5. Contact official : Chief Pharmacist,  
Dept. of Pharmacy  
Pharmacy Block First Floor  
JIPMER Puducherry. 605006
6. Phone Number : 0413-2296617 / 0413-2271269
7. Email : jipmer.pharmacy@gmail.com

1. Tender timelines:

- i. Opening date and time for download of documents from e-tender portal :  
**9.00 AM on 10.09.2020**
- ii. Last date for receipt of pre-bid queries: **04.00 PM on 12.09.2020**
- iii. Pre-bid queries can be made before pre-bid meeting through e-mail  
**jipmer.pharmacy@gmail.com**
- iv. Date and time of start of Bid submission : **6.00 PM on 12.09.2020**
- v. Closing date & time for submission of online bids : **06.00 PM on 19.09.2020**
- vi. Time and date of online opening of technical bids : **11.00 AM on 21.09.2020**

2. Earnest Money Deposit and Tender Processing Fee : **Rs. 1,22,000/-** 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 tenderers after acceptance of award of contract to the successful bidder.  
Tender Processing fee will not be refunded under any circumstance.

3. Interested bidders are advised to download the complete Tender Enquiry document from the websites [www.jipmer.edu.in](http://www.jipmer.edu.in) or <https://eprocure.gov.in/eprocure/app> for complete details.
4. 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 eProcurement 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 enrollment. In order to submit the bids electronically, bidders are required to have a valid Class 3 Digital Signature Certificate (signing and encryption/ decryption certificates).
5. Bidders are requested to read the bidders help document on e-tender web site link before proceeding for bidding.
6. Post receipt of User ID & Password, bidders can log on for downloading & uploading tender document.
7. The bidders shall submit the required EMD (as per e-tender conditions clause 3, 4 and 5) through SBI collect only before the due date and time mentioned above.
8. The online submission of tender(s) can only be done through <https://eprocure.gov.in/eprocure/app>

9. Bidders shall ensure that their tender(s), complete in all respects, are submitted online through <https://eprocure.gov.in/eprocure/app>-portal (as described above) only.
10. Earnest Money Deposit (EMD) payment receipts should be deposited within the scheduled date & time in the Purchase section, JIPMER, Puducherry.
11. Prospective bidders are advised to browse the above mentioned websites i.e., websites [www.jipmer.edu.in](http://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 in Charge  
Purchase Section,  
For  
Director,  
JIPMER, Puducherry

**E-Tender for Supply of Injection Remdesivir 100 mg  
to Department of Pharmacy, JIPMER, Puducherry,  
from September 2020 to August 2021**

**I. ITEM REQUIRED with estimated annual requirement**

Injection Remdesivir 100 mg – 2400 vials

**II. TERMS & CONDITIONS OF E-TENDER**

1. Estimated tender value: - Rs.61,00,000/- (approx.) (Rupees Sixty one lakhs only) for 12 months.
2. Period of contract: The contract shall initially be for a period of 12 months (September 2020 to August 2021) and may be extended further for a period up to three months on the same terms and conditions. The rates approved shall remain unchanged during the period of contract.
3. Earnest Money Deposit: Rs. 1,22,000/- (Rupees one lakh twenty two thousand only) and 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.
4. Micro and Small Enterprises and Small Scale Industries are exempted for EMD as per JIPMER purchase guidelines. However, there is no exemption for payment of Tender processing fee.
5. Last date of submission: Last Date for submission of the e-tender is on or before **06.00 PM on 19.09.2020**
6. Date of opening the e-tender: The e-tender will be opened on **21.09.2020 at 11.00 AM**  
The e-tender shall be opened in presence of the bidders who choose to be present during opening of bids.

**III. Eligibility criteria of bidders:**

1. Original Manufacturers and Original Direct Importers (product under trade mark/ solely marketed/ loan license should bear name of tender participant on the label, (i.e., name of the tender participant should be on the supplied product of drugs) only should quote their rates. Orders will be placed with the selected tender parties and payment will be made to them directly.
3. The Tenderer 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 months.
4. The Tenderer 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. 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.

6. The companies having any kind of DUES with JIPMER are NOT ELIGIBLE to participate in the tender.

#### **IV. INSTRUCTIONS FOR THE BIDDER**

1. E-Tender form shall be completed in all respect. Incomplete or e-tenders without EMD (unless eligible for exemption and proof of the same is submitted) shall be treated as invalid.
2. Bidders must ensure that all the documents are properly filled.
3. Director, JIPMER reserves the right to accept or reject (fully or partially) any tender or all tender without assigning any reason.
4. Conditional tenders are liable to be rejected.
5. The EMD of unsuccessful bidders shall be refunded within one month after the award of contract to the successful bidder or in the case of successful bidder, at the end of the contract period after deducting dues from the firm if any.
6. **The successful bidder shall have to deposit an amount 5% of the annual approximate cost as Performance Security Deposit (PSD) within two weeks after award of contract, through SBI collect only. No other mode of payment is acceptable.**
7. 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.
8. 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.

#### **V. 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**  
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 in the e-tender portal.
4. No bid should be withdrawn after the deadline for submission of bid and before expiry of the bid validity period. If a bidder withdraws the bid during this period, it will result in forfeiture of the EMD furnished by the bidder in its bid.

#### **VI. PREPARATION OF e-TENDERS**

##### **1. Documents comprising thee-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) Scanned copies in pdf format of the following documents should be uploaded in the “Fee” Cover
  - A. **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 NSIC**, as the case may be.
  - B. **Tender Processing Fee receipt.**
- ii) In the cover named “**PreQual/Technical**” the scanned copy in pdf format of the following documents are to be uploaded:
  - A. Full **Tender document** including “**Declaration of The Bidder**” duly filled, signed in full and stamped at the appropriate places by the authorized signatory **and all remaining must be initialed and stamped.**
  - B. **Authorization letter** for signing tender documents if other than the Owner, Partner, Managing Director and **Tender Signing Authority** issued by Competent Authority in favour of the person who is digitally signing/ uploading the tender(s) as one file.
  - C. **Documentary evidence** for the constitution of company Like Article of Association, **Copy of GST** registration certificate and **Copy of PAN Card** as one file.
  - D. **Copy of the Manufacturing License/Import License renewed** under Drugs and Cosmetics Act 1940 as one file.
  - E. **Non- Blacklisted certificate – Notarized affidavit and Non-Conviction Certificate** – from State Drug Controller as one file.
  - F. **Checklist** in the prescribed format duly filled, Signed and Stamped
  - G. **Any other document** the bidder wants to submit
- iii) Bidders must ensure that the documents uploaded in pdf format are legible. Illegible documents will be treated as documents not submitted.

**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.



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 tenderers 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 authorised 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 Tenderer 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 tenderer 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. **Tenderer is 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.**

VII. **Earnest Money Deposit(EMD)**

1. Pursuant to Tender terms and conditions, the tenderer 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 tenderer's unwarranted conduct as amplified under sub-clause 6 below.
2. The tenderers 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 tenderer 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 tenderers' 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 tenderer.
6. Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited if the tenderer 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.

## **VIII. 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 tenderers, who have submitted tenders on time, may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers. 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 tenderers' 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.

## **IX. 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 tenderers 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) Tender validity is shorter than the required period.
  - (ii) Required EMD or its exemption documents have not been provided.
  - (iii) Tender Processing fee has not been paid/ receipt uploaded.
  - (iv) Tenderer has not agreed to give the required performance security of required amount in an acceptable form.
  - (v) Poor/ unsatisfactory past performance.
  - (vi) Tenderers who stand de-registered/banned/blacklisted by any Central Govt. Ministries/Departments/Hospitals/Institutes.
  - (vii) Tenderer is not eligible as per tender conditions.
  - (viii) Tenderer has not quoted for the entire quantity as specified in the List of Requirements/ BOQ for the quoted.
  - (ix) Tenderer 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.

## 2. **Minor Infirmary /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 tenderer by email/registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer 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.

## X. **AWARD OF CONTRACT:**

1. 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.
2. The contract for supply of Injection Remdesivir 100 mg to Department of Pharmacy, JIPMER, Puducherry shall be awarded to the lowest responsive bidder (basic rate + GST).
3. The decision on the award of contract will be intimated to the successful bidder.

4. 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.

## **XI. PURCHASE PREFERENCE**

1. **The Procurement of goods and services under this e-tender will be regulated as per the applicable provision of Public Procurement (Preference to Make in India), order 2017 of MoC and I (DIPP), Govt. Of India, Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as further amended by Order No.P-45021/2/2017-B.E.-II 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. Therefore bidders who are claiming to be regulated under the said order are to submit a certificate in format given in Appendix- A along with documentary evidence in support of their claim wherever necessary.**
2. **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 Centres 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 MSME, 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 MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.**

## **XII. GENERAL CONDITIONS OF CONTRACT**

1. Only those companies regularly maintaining enough stock and ready to supply the quoted drug within the lead time should participate. The entire first installment supply should be made within 10 days from the date of issue of order and subsequent installments will be executed only on written request from the Head, Department of pharmacy. The lead time for subsequent installments will be 10 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 tenderer shall not, in 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. The successful bidder may not sublet/outsourcing production of drugs quoted without the prior permission of the Director.
5. Free offers by the Tenderer shall not be accepted. Tenderers desiring to offer free goods/items may reduce their rates suitably while quoting.
6. 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.
7. If 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 Rs. 5000), 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.

8. Any attempt on the part of the Tenderers or their agents to influence the department in their favor by personal canvassing with the officers concerned will disqualify them.
10. If the 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 EMD or 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.

### **XIII. SPECIAL CONDITIONS**

1. Drugs should conform to the 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. Tenderers should clearly mention the Brand name of the drugs, etc., offered by them in their tenders. The composition of the formulations wherever possible may be furnished.
3. The Tenderer will invariably supply with Logograms as “**JIPMER SUPPLY NOT FOR SALE**” along with Batch No., Manufacturing Date & Expiry Date of Drugs. Otherwise item will be rejected. Delaying supply due to Logograms will not be accepted.
4. **Rates quoted should be on door delivery basis on first floor of the pharmacy block. Coolie charges if any will not be borne by the institute. Coolies should be brought by the transport agencies whenever required.**

#### XIV. SUPPLY CONDITIONS

1. Orders will be placed with the selected tender parties and payment will be made to them directly through ECS as per Government rules.
2. **The tenderer should intimate to this office about the supply position within 72 hours from the date of supply order.** Failing which, it would be considered that the tenderer is not interested in executing the supply against the order and the purchase order will be awarded to next lowest tenderer.
3. **In case the selected company wants to supply and raise the bill through their authorized distributor, the name, address and contact telephone number should be given while submitting the tender itself. Further modifications will not be entertained during the tender period. In 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. The order will be awarded to the successful tenderer for the supply of Remdesivir for the specified period and the Tenderer shall supply on receipt of supply order 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.
5. The lead time is 10 days.
6. **The entire first installment should be executed within 10 days from the date of issue of supply order. If the supply is not executed within 10 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.**
7. **If part supply is ordered the supplier must execute the mentioned part supply at once. Split part supply is not accepted.**
8. Proper maintenance of the cold chain during transit is essential. Packages received without proper cool packs and whose temperature is not within stipulated range will be rejected.
9. As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed separately.
10. Packing slip containing full details about the contents like Quantity, Batch number, Manufacturing Date, and Expiry date should be pasted on every parcel.
11. Supplies to the Institute should be of good quality and the decision of the Director in this regard is final and binding on the tenderer. If the quality of the drugs is not satisfactory and they do not meet the requirements such as maintenance of proper cold chain, the same will be rejected and the supplied item has to be removed from the institute by the tenderer or by the contractor immediately at their own expenses after receipt of intimation. If the item is not removed within **15 days** from the date of intimation letter, the supplies will not be returned to the tenderer and they will be destroyed.

12. Supply orders will be sent through speed post followed with e mail. The tenderers are requested to give their correct postal address and valid e mail Id to enable the delivery of supply orders. Further they are requested to check the email regularly.

## **XV. DELIVERY CONDITION**

1. The lead time will be 10 days. Hence, the delivery must be completed within 10 days from date of the supply order.
2. At the discretion of the Director, JIPMER late delivery may be accepted after imposing a penalty at the rate of 0.2% of the 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. 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.
4. Supplies should be marked to Head, Dept. of Pharmacy, First floor, Pharmacy Block, JIPMER, Pondicherry 605006, and should be door delivered to the first floor of Pharmacy. Supplies sent on 'to-pay' basis will not be accepted. Coolie charges if any will not be borne by the Institute. Coolies should be brought by the transport agencies/Supplier whenever required.

## **XVI. PACKAGING**

1. The Drugs and medicines shall be supplied in the package specification and the package shall carry the logograms specified as **“JIPMER SUPPLY NOT FOR SALE”**

## **XVII. OTHER CONDITIONS**

1. The Director reserves the right to reject the tenders and the supply of the items tendered for, in a tender without assigning any reason for doing so.
2. The Director will be at liberty to terminate, without assigning any reason the Contract either wholly or in part on One Month's Notice. The Tenderer will not be entitled to any compensation whatsoever in respect of such termination. The contracts shall also be renewed for a further period beyond the contract time in cases where such renewal is necessary.
3. Any attempt on the part of the Tenderers or their Agents to influence the department in their favor by personal canvassing with the officers concerned will disqualify them.



4. E mail/Hard copy quotations will not be considered.
5. **SELECTION OF TENDERS WOULD VERY MUCH DEPEND UPON THE LOWEST NET RATE (Basic price + GST).**
6. The validity of tender may be extended, if necessary at the discretion of the Director.
7. Intending tenderers should submit the tender through on line in prescribed form on or before the last date. Submission of Online Tender should be well in advance to avoid any problem at the eleventh hour.

## **XVIII. 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 Tenderer. If the quality of drugs is not satisfactory and do not meet the Pharmacopoeial requirements and proper maintenance of cold chain, the same will be rejected and the supplied item has to be removed from the Institute by the Tenderer or by the supplier immediately at their own expenses after receipt of intimation. If the item is not removed within 15 days from the date of the intimation letter, the supplies will be destroyed. The drugs will not be returned to the tenderer and no claim will be entertained.**
2. **Each batch of supply should be accompanied with the copy of Certificate of Analysis (COA) from the Government approved drug testing laboratories as per CDSCO refer : [www.cdsc0.nic.in/list](http://www.cdsc0.nic.in/list) of approved laboratories**
3. **Supplies without the Certificate of Analysis from the government approved drug testing laboratories will not be accepted under any circumstances and it will be treated as rejected.**
4. If the quality of the drug is found to be not conforming to the prescribed quality level in the quality control test by Drug analysis Laboratory of JIPMER, the supply/consignment will be rejected.
5. 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 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, the random samples of the batch will be tested by our in house Drug Analysis Laboratory and it will be compared with COA submitted by the company. Action will be taken accordingly.

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

## **XIX. PENALTY**

1. **If the successful bidder fails to supply the ordered quantity of drugs within the lead time of 10 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 Tenderer'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.**

## **XX. BLACKLISTING**

1. **If the tenderer(s) fail(s) to supply two or more times within the stipulated period of 10 days during the tender period, the EMD of the tenderer(s) is liable to be forfeited to the institution, in addition to the recovery of penalty involved for the above purchase.**
2. **Further, the tenderer will also be liable to be blacklisted for 3 years to trade with this institute. Details of tenderers blacklisted by the institute will be put up in the institute website. The same will be informed to similar government procurement agencies.**
3. **Any violation of tender norms may lead to blacklisting of the tenderer by the institute initially for one year and followed by 3 years.**

## **XXI. Points to Remember**

1. **Plea of clerical error, typographic error etc. committed by tenderer will not be accepted, unless intimated prior to opening of price bid. No correspondence will be entertained after opening the price bid.**
2. **The rates quoted by the tenderers shall not in any case exceed the controlled Price fixed by schedule I of Drugs (Price Control Order) Amendment 2013.**
3. **If a tenderer quotes a rate higher than the controlled rate, the Tenderer will be rejected and prevented from participating in the tender for the next three years.**
4. **The rates quoted should be in Indian currency only. Tenders in any other currency are liable to be rejected.**
5. **Participation in the tender implies that the participant is accepting all terms and conditions of the tender.**

## **XXII. 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 value of the order per day, for a maximum of 15 days. However, the decision is purely on the discretion of the Director, JIPMER.

## **XXIII. 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.

## **XXIV. 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.

## **XXV. 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-in-Charge  
Purchase Section  
For Director, JIPMER, Puducherry – 6**

**DECLARATION OF THE BIDDER**

1.	Name & Designation of the contact person with signature	
2.	Name and Address of the Tenderer	
3.	Phone No a) Land line number (functional between 9 am and 5pm)	
4.	Mobile No of contact person (available from 9am to 6pm)	
5.	Fax No of the Tenderer	
6.	Email ID of the Tenderer	
7.	Email ID of the contact person	
8.	Local supplier/Distributor in Chennai/ Puducherry or any other place (complete address must be written)	
9.	Drug manufacturing or Import license copy to be enclosed.	
10	Whether Tenderer 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 fax or email		
<p style="text-align: center;">I ..... hereby declare that the details given above are true to the best of my knowledge and I have thoroughly read and understood the terms &amp; conditions of the tender and shall abide by the rules.</p> <p style="text-align: right;">Signature (Name with designation &amp; seal)</p> <p>Dated :</p>		

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

**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/applied items  
have not been blacklisted either by any State government or Central Government  
Organization or its drug procurement agencies for the following products quoted in  
the tender during last three years. We are eligible to participate in the tender ref.  
no\_\_\_\_\_ for the supply of Injection Remdesivir 100 mg

I / We \_\_\_\_\_ hereby submit the e-  
tender application for supply of Injection Remdesivir 100 mg

1. 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 Injection Remdesivir 100 mg to Department of Pharmacy, JIPMER, Puducherry, from September 2020 to August 2021.
2. I/we confirm that all cuttings and over-writings have been deleted and re-written afresh and initialed wherever required.
3. Each and every page of the tender document has been signed and seal/stamp of the firm/Agency/Company affixed and the same has been scanned and uploaded. .

Signature of the owner/ Managing  
Partner/Director

Name:  
Seal :

Date :  
Place:

**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

## **CHECK LIST**

S.No	Name of the document(All documents including this check list must be signed, stamped, scanned and uploaded)	Page No
1	Documentary evidence for the constitution of company Like Article of Association	
2	Copy of GST registration certificate	
3	Copy of PAN card	
4	Copy of the Manufacturing License/Import License renewed under Drugs and Cosmetics Act 1940	
5	Non- Blacklisted certificate – Notarized affidavit	
6	Non- Conviction Certificate – from State Drug Controller	
7	Declaration of the bidder	
8	Tender signing authority issued by competent authority in favor of the person who is digitally signing/uploading the tender	
9	Other Documents if any	
10	Checklist	

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

Name:

Seal :

Date :

Place:

## 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.-II 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; 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 more than 50% or 20% to 50% 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.-II 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.

Sl. No	Name of the item	Details of the location(s) at which the local value addition was made.

Authorized Signature:  
Name:  
Designation:

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.

c. 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 50%, 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 20% but less than 50%, as defined under this Order.

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

e. 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

f. 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.

g. 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.

h. A fees of Rs.10000/- in the form of demand draft favouring The Director, JIPMER, payable at Puducherry, is required to be deposited with complaints for verification of local content.

i. 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.

j. 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.