

**SPECIAL INSTRUCTIONS TO TENDERERS AND SALIENT FEATURES OF
SOME OF THE IMPORTANT TENDERING CONDITIONS OF RATE CONTRACT**

1. OBJECT OF THE TENDER:

1.1 This Tender is invited with a view to conclude Annual Bulk Supply Contracts with the manufacturers of Pharmaceutical Items, valid for a minimum period of One Year from the date of issue of Order for supply of Medicines and other Miscellaneous Items as specified in the purchaser's tender documents, required for the Hospital run/managed by Department of Atomic Energy, DAE Hospital, Govt. of India, Kalpakkam.

1.2 Tenders in response to this invitation for tender, shall be submitted only by the Pharmaceutical Goods Manufacturers and the tenders received from the Dealers/Distributors/Stockiest, etc. will not at all be considered.

1.3 All Companies quoting against this tender shall be of "WHO/GMP/ISO" certified.

2. MODE/METHOD FOR SUBMISSION OF TENDER:

2.1 The tenderers shall quote their prices for the items strictly as per the packing size indicated in this tender. Quotations submitted for a different packing size shall not be considered at all. In case, any of the TENDERERS submit their printed Price-List/Catalogue against this tender, such offers are liable for rejection. The prices quoted shall be valid for conclusion of the contract for a period of one year.

2.2 The composition along with strength of the quoted drugs should be clearly mentioned in the quotations, failing which the offer is liable for rejection.

3. VALIDITY OF THE TENDERS:

3.1 The tenders submitted shall be valid for a minimum period of 120 days from the date of opening of the tender, and offers submitted with a lower validity period will not be considered at all.

4. MANUFACTURERS LOCATED OUTSIDE CHENNAI:

4.1 In the case of TENDERERS located outside CHENNAI, their offers will be considered only if they have already established their AUTHORISED retail outlet/branch sales office in Chennai from where supplies can be arranged by the successful TENDERERS in short notice, say, within a period of 7 to 10 days. It is, therefore, mandatory for the outstation manufacturers to specifically indicate in their offer whether they have such a retail outlet/branch sales office in Chennai and the name & address of their retail outlet/branch sales office along with telephone/telefax/mobile Nos. should be specifically incorporated in their tender, failing which their offer will be liable for rejection.

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5. METHOD FOR PLACING A CONTRACT/DRAWAL OF SUPPLIES:

5.1 Annual Bulk Supply Contracts for supply of medicines and other miscellaneous items herein tendered out valid for a period of one year will be concluded only with the manufacturers. Whenever the requirement for any category of medicines and other miscellaneous items/and other related items arises, a Purchase Requisition as per the format at Annexure-I of the tender document will be signed and sent to the successful Tenderer/Contractor by any one of the following officials of this Directorate, and based on such Purchase Requisition, the Contractor shall effect supplies to DAE Hospital/Consignees specified in the Contract.

1. REGIONAL DIRECTOR
2. PURCHASE OFFICER
3. ASSISTANT PURCHASE OFFICER(s)

If for any administrative/procedural reasons, a manufacturer is not in a position to accept an Annual Bulk Supply Contract from this Directorate, and authorizes this Directorate to place/conclude Contracts with his Distributor/Dealer/Stockiest in Chennai, he should indicate in his offer, the name & address of such a Distributor/Dealer/Stockiest located in Chennai. This Directorate may consider such a request for placing a Contract with the Distributor/Dealer/Stockiest nominated by the manufacturer depending upon its merit. In such an event, it is the responsibility of the manufacturer to provide an undertaking from the said Distributor/Dealer/Stockiest along with his offer to the Directorate of Purchase & Stores stating that the said Distributor/Dealer/Stockiest shall supply the items based on the prices quoted by the manufacturer to this Directorate and that the manufacturer does not change / replace the Distributor/Dealer/Stockiest during the currency of the contract, under any circumstances whatsoever, and that the manufacturer is fully responsible for the quality and efficacy of goods supplied. However, offers submitted by the Distributor/Dealer/Stockiest will not be considered at all.

6. SUBMISSION OF SAMPLES:

6.1 'Non-Returnable Free Sample' of quoted items (Sale Pack) i.e. for tab/cap = 1 Strip, for injection = 1 Vial/Amp, for other items one Number/Pack of each item duly labeled/tagged with the contractor's name and address, MRPU Tender No. and due date shall directly be submitted to our MRPU T&C/Receipt Godown, Tamil Nadu Co-operative Oilseeds Grower's Federation Ltd. (TANCOF), 55, Thiru-Vi-Ka Industrial Estate, Ekkattuthangal (Behind 100 Feet Road, Hyundai Motors Show-Room), CHENNAI -600097, TAMIL NADU (TEL:22252223) or DAE HOSPITAL, KALPAKKAM-603102 well before the due date. The samples will not be returned. Failure to comply with these requirements will lead to rejection of the quotation.

7. OVER-RIDING CRITERIA FOR CONSIDERATION:

7.1 The offers submitted by manufacturers who follow good manufacturing practices, good hygiene and have supplied the products quoted to reputed Hospitals for a minimum period of three years will only be considered for evaluation. Documentary evidence towards the same will have to be furnished if called for. The choice / acceptance of the products will be made based on the merits/curative effect of the product particularly in Chronic Diseases; and also based on the safety/acceptability and other parameters.

8. DELIVERY SCHEDULE FOR SUPPLY OF DRUGS AND MEDICINES:

8.1 In the event of conclusion of a contract, purchaser reserves the right to place Purchase Requisitions on "AS & WHEN REQUIRED BASIS" for supply within 7 to 10 days. In case of urgency, the suppliers will be telephonically advised to deliver the required drugs/medicines, in which case, delivery should be made immediately, i.e. within a couple of hours of receipt of such telephonic advice from the Hospital authorities under intimation to this Directorate/or from this Directorate.

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9. STATUTORY LEVIES SUCH AS EXCISE DUTY & SALES TAX:

9.1 Supplies made to the DAE Hospital will attract concessional rate of sales-tax. The tenderer shall indicate whether the prices quoted by him are inclusive of Excise Duty/Sales-Tax, and if so, the quantum of duties/taxes included. If the prices quoted by the tenderer do not include the statutory levies such as Excise Duty and Sales-Tax, the quantum of Excise Duty applicable and Sales-Tax payable extra by the Purchaser should be indicated separately.

9.2 In case the TENDERERS do not indicate the necessity for payment of statutory levies as extra by the purchaser, then the prices quoted by the TENDERERS will be treated as inclusive of statutory levies and no claim whatsoever will be entertained by this Directorate during the currency of the Contract for payment of statutory levies.

10. OCTROI DUTY:

10.1 As the drugs and medicines purchased by this Directorate are for the bonafide use of DAE Hospital which is a full fledged Central Govt. Organisation, no Octroi Duty will be admitted and paid for by the purchaser. Octroi Duty Exemption Certificate, wherever required, can be obtained by the Contractor from the purchaser, prior to delivery of the Drugs & Medicines.

11. DELIVERY TERMS AND PLACE OF DELIVERY:

11.1 The Pharmaceutical items covered by this tender are required to be delivered by the successful tenderer to the STORES OFFICER, DPS STORES UNIT, IGCAR, KALPAKKAM-603 102, TAMIL NADU, where the medicines require cold storage within the quoted price along with analytical test report from the manufacturer. Medicines from the latest single batch of production shall have MINIMUM 80% SHELF- LIFE from the date of supply. If this is not possible and the Drugs/Medicines with short shelf-life are supplied, such items shall be replaced by the contractor free of cost if the full quantity supplied could not be consumed within the expiry date.

11.2 Each carton/container/strip/bottles, etc. containing the items to be supplied to this Directorate shall be EMBOSSSED / STAMPED clearly with "DAE CHSS, KALPAKKAM and NOT FOR SALE" by the contractor at his cost.

11.3 If the supply is not made within time specified in the Purchase Requisition or within three weeks of receipt of Purchase Requisition - whichever is later -, then the Purchaser reserves the right to procure the drugs of similar nature from open market and the extra expenditure incurred will be recovered from the Supplier/Manufacturer along with administrative cost of 20% of the value of the Purchase Requisition. In case the manufacturer discontinued the requisitioned item, the equivalent product should be supplied with the approval of the Medical Superintendent/this Directorate without any extra cost to the Purchaser, failing which the items will be procured from alternative sources at the risk and cost of the contractor.

11.4 Successful Bidders/Suppliers must keep atleast 10% of the Annual Consumption Quantity at all the time to supply within 48 hours of Telephonic Order along with Analytical Test Report.

11.5 If the medicine is not moving as we expected, the supplier will be intimated well in advance, before the expiry date of medicine. In that case, the supplier should replace the medicine with latest batch available or else the quantity ordered will be reduced/cancelled.

11.6 Each supply shall not exceed more than two batches.

12. WARRANTY:

12.1 The drugs/medicines to be supplied shall be as per the formulations / standard approved / specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities. The contractor shall be held liable for the consequences of supplying any sub-standard or spurious and adulterated drugs and medicines not conforming to such Regulation / Act.

13. DRUG LICENCE:

13.1 If the manufacturer of a particular Drug/Medicine requires the licence from the Food & Drug Control Administration, and cases where price of a particular pharmaceutical product is fixed by the Drug Controller's order, the tenderers should furnish a certified copy of such licence and also the prices fixed / approved by the Drug Controller.

13.2 All supply should accompany a copy of Analytical Test Report for each batch of supply of drugs & medicines based on the formulations submitted by the manufacturers and approved by Food & Drug Authority shall be submitted along with each batch of supply. In case the successful bidder/supplier fails to submit the above document to the consignee, 'The Purchaser' reserves the right to reject the supply. All supply should be with longest expiry date. Expired medicines/drugs should be collected from the DAE Hospital at Kalpakkam on intimation against Credit Note for value of the medicine and replacements of such medicines will be at the discretion of the User with written communications.

13.3 The importer or manufacturer should submit a free Sales Certificate for the last five years for the product imported and the products should be freely available throughout the currency of the contract.

14. FALL CLAUSE:

14.1 It is a condition of this tender and that of the pursuant contract that the prices charged for the drugs & medicines, etc. supplied by the contractor shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the currency of the contract. If at any time during the currency of the contract, the contractor reduces the sale price of such stores or sells such stores to any other person/organization at a price lower than the prices chargeable under the contract, he shall forthwith notify such reduction or sale to the Regional Director, Purchase & Stores, Directorate of Purchase & Stores, Department of Atomic Energy, at the above address and price agreed to under the contract for the medicines supplied after the date of coming into force of such reduction/sale shall stand correspondingly reduced.

14.2 To comply with the above condition, the contractor shall furnish the following certificate along with his each bill for payment to the paying authority of this Directorate.

a) "The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the period till performance of all Purchase Requisitions placed during the currency of the Annual Bulk Supply Contract is completed.

b) If at any time, during the said period the contractor reduces the sale price of such stores or sells such stores to any other person/organization at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Regional Director, Purchase & Stores, Department of Atomic Energy at the above address and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced".

15. PAYMENT TERMS:

15.1 100% payment shall be made within 30 days after receipt & final acceptance of the contracted items by the consignee without any damage or loss and on presentation of the following documents to the paying authority.

- a) Bill in triplicate
- b) Advance Stamped Receipt for having received the payment
- c) Copy of the receipted delivery Chelan from the consignee
- d) Certificate as per Clause 14.2 hereof (Fall Claus Certificate)
- e) Certificate towards payment of taxes
- f) Copy of Analytical Test Reports

16. TERMS & CONDITIONS COVERING THE CONTRACT/SUPPLY:

16.1 The contracts which are to be placed/concluded with the suppliers by this Directorate shall be governed by the General Conditions of all contracts and Special Conditions contained in the Booklet No.DPS-P.11.

16.2 **SECURITY DEPOSIT:** The successful tenderers with whom an Annual Bulk Supply Contract will be placed by this Directorate are required to furnish a Bank Guarantee towards Security Deposit for an amount not exceeding 10% of the value of the estimated drawal of the items against the contract valid till the contractual delivery date with minimum grace period of TWO MONTHS, for satisfactory execution of the contract.

16.3 **RIGHT TO TERMINATE THE CONTRACT:** The Purchaser reserves the right to terminate the contract before its expiry, by giving one month advance notice to the contractor without assigning any reasons thereof.

16.4 The Regional Director, Purchase & Stores, Department of Atomic Energy, Madras Regional Purchase Unit, Chennai reserves the right to place a contract with any bidder for any item/items and for any quantity of his choice, and also the right to place a parallel contract/contracts with more than one supplier, and also reserves the right to accept or reject the lowest or any tender in part or in full without assigning any reasons thereof.

17. SPECIAL TERMS & CONDITIONS FOR SYRUPS, DROPS AND OTHER MISCELLANEOUS ITEMS.

- a) Manufacturers must adhere to the specified pack size mentioned in the enquiry. The quotation is liable to be rejected if different pack size is quoted.
- b) All drops should be in plastic bottles.
- c) The rate for `DROPS' should be quoted as per size mentioned in the tender.
- d) The packing of Syrups/Drops should be as per tender specifications only.
- e) The rate for powder quoted should be as per our tender specification only.

18. NOTE:

For evaluation of your offer, S.No. (Itemwise) of tender shall be strictly maintained in your offer in case you quote in your letter head or please quote your rate in the column provided in the tender.

• THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS ALSO TO BE INCLUDED IN THE R.C TENDER

1. The item quoted by the company should be available in the same brand in the open market for retail sale in the southern region
2. The following details also should be furnished by the company.
 - a) Generic name with detailed ingredients with strength complying IP/USP/BP.
 - b) Trade/brand Name.
 - c) Manufacturing unit of the product.
 - d) Packing unit.
 - e) MRP for the product.
 - f) Special rate for R.C.
 - g) The validity of the WHO/GMP for the product.
 - h) Latest ranking as per ORG-MARG Nielsen.
 - i) Market standing of the product in years.
3. The following documents to be enclosed along with their quotation.
 - a) Copies of purchase orders received with in five years from the other Central Government institutions.
 - b) Copies of the 'Performance Certificate' issued from the other Central Government institutions where the concerned firm has been already registered.

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4. The following declaration should be submitted by the companies.

- a) I/We do hereby declare that there is 'No Major Punitive Action taken/Contemplated against our firm by any Central/State Government.
- b) I/We do hereby declare that the products being applied by our firm for Registration are available in open market for retail sale of same brand in the southern region
- c) I/We do hereby declare that for inspection to be carried by DAE officials for all the manufacturing units located in the southern region.

PURCHASE OFFICER
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