NO. BPPI/DRUG & ALLIED ITEMS-046/2016 **Date-19/01/2017**

AMENDMENT NO. 1

Subject:- Expression of Interest (EOI)/Tender No. BPPI/DRUG & ALLIED ITEMS-046/2016 Dated22/12/2016 for supply of Drugs & allied items for Pradhan Mantri Bhartiya Janaushadhi Pariyojana (PMBJP) to Bureau of Pharma Public Sector Undertakings of India(BPPI).

Reference:- Pre-Bid meeting held on 10.01.2017 at 11:00AM in the premises of BPPI

In view of discussion held in pre-bid meeting on 10.01.2017, the following amendment in subject EOI document is hereby authorized: -

I. The minutes Pre-Bid meeting held on 10.01.2017 at 11:00AM in the premises of BPPI is attached (ANNEXURE A).

II. Schedule of Submission of EOI :

FOR :-

Sl.No.	Date and Time	Place
2.	Last date and time for submission of EOI	11.00 A.M. 31.01.2017 at BPPI, IDPL Corporate Office Complex, Dundahera, Gurgaon.
3.	Date and Time of opening of EOI	11.30 A.M. on 31.01.2017 at BPPI, IDPL Corporate office Complex, Dundahera, Gurgaon.

READ :-

Sl.No.	Date and Time	Place
2.	Last date and time for submission of EOI/Tender	11.00 A.M. 10.02.2017 at BPPI, IDPL Corporate Office Complex, Dundahera, Gurgaon.
3.	Date and Time of opening of EOI/Tender	11.30 A.M. on 10.02.2017 at BPPI, IDPL Corporate office Complex, Dundahera, Gurgaon.

III. EOI Document:

FOR:-

Existing document and terms and condition of EOI

READ : -

Detailed terms, condition and list of drugs as per attached EOI/Tender No. BPPI/DRUG & ALLIED ITEMS-046/2016 Dated22/12/2016 (Attached)

Note:- The interested suppliers are requested to submit their tender in two bid system as per schedule date and time enclosing all the document.

Enclosure: as above

(Mahadev Agarwal)
Manager(Procurement), for & behalf of BPPI

ANNEXURE A

MINUTES OF PRE BID MEETING HELD ON 10/01/2017 AT 11.00 A.M. REGARDING EOI NO. BPPI/DRUG & ALLIED ITEMS - 046/2016 FOR SUPPLY OF DRUG & ALLIED ITEMS

The following were present: -

1. Shri Biplab Chatterjee, CEO, BPPI
2. Dr. Rakesh Kumar Agarwal, Director (Procurement & Quality Control)
3.. Shri D.K. Singh, Consultant (Procurement)
4. Shri Mahadev Agarwal, Manager (Procurement)

Firm's Representative: 27 representatives from the firms have attended the meeting.

Initially, the representatives were welcomed and they were informed that BPPI is procuring quality generic medicines along with surgical consumables to make available at affordable prices to the mass. Recently, Govt. of India have launched PRADHAN MANTRI BHARTIYA JANAUSHADHI PARIYOJANA(PMBJP) and presently about 700 PRADHAN MANTRI BHARTIYA JANAUSHADHI KENDRA (PMBJK) is functioning. By March 2017, more than 3000 PMBJK is likely to be opened. Therefore, EOI (EXPRESSION OF INTEREST) for supply of 198 drugs & allied items has been invited as these products may also be made available to mass at affordable price through PMBJK. It was informed by CEO, BPPI that the BPPI MRP of the drugs is not more than 50% of the MRP of leading branded drugs. The objective is to make available all the medicines to PMBJK and if necessary the BPPI's MRP is reduced suitably so that BPPI MRP is within 50% of leading brand. Keeping view of this noble cause, they were requested to co-operate and participate in EOI/tender by offering the lowest possible rate. They were requested to offer their views with regards to the terms and conditions for supply. Detailed discussion was held with the representatives of the firm.

2.1 The representatives of the firm appreciated the objective of PRADHAN MANTRI BHARTIYA JANAUSHADHI PARIYOJANA(PMBJP) and they assured to participate in this program.

2.2 Many representatives raised the issue about the eligibility criteria including turn over etc. Further, the turnover criteria for specialized products like anticancer drug etc should be relaxed. In this regard, it was informed that the essential technical requirements such as GMP/WHO GMP certification, market standing certificate, non conviction certificate, import license etc. are required. However, this issue shall be examined including the turn over requirement as well as other terms and conditions.

2.3 Some of the representatives informed in the meeting only names of drug and allied items without dosage form and strength have been indicated in the list, but most of the drugs are being sold in different dosages and strength. In this regard, it was informed to them that deliberately dosage form and strength have not been indicated by BPPI. The bidder is required to submit bid for all dosage form and strength of drugs as per list and BPPI shall procure fast moving drugs of that dosage form and strength.

2.4 Many representatives requested to accept the drugs in their brand name and packaging so that these drugs will be available to the PMBJK. In this regard detailed discussion was held and it was informed to them that the mandate of the Government of India is not to sell drugs in branded names.

2.5 One of the representative informed that they are participating in BPPI tenders regularly and single bid received was not considered. Therefore, they desired the guideline for consideration of single bid. It was informed to them that in case rates received in single bid is competitive the single bid is also being considered.

2.6 Many representatives requested to allow authorized distributors to supply the drugs. In this regard, it was informed that BPPI is already allowing exclusive marketer of the manufacturer on submission of agreement with the manufacturers.

2.7 Regarding the supply in BPPI logo/packing, the representatives informed that unless they know the tender/order quantity, they are unable to assure to supply in BPPI logo/packing as it will be uneconomical. Therefore, adequate quantity should be assured so that they may quote competitive rates. In case of their own packing, they may supply any quantity subject to allowing for relaxation in shelf life as per terms of present tender of drugs i.e. to supply within 2 months from the date of manufacture. During the detailed discussion, they suggested that supply in their own packing and their MRP with sticker/stamp of BPPI logo and price may be accepted. Regarding the quantity, it was informed to them that a fix quantity may not be assured at this stage. Therefore, bidders may indicate their minimum batch/lot size in units and BPPI may issue the purchase order for such quantity considering their batch/lot size.

2.8 For imported drugs, they informed that it is not possible to supply in BPPI logo and packing. For such products, they suggested that supply in their own packing and their MRP with sticker/stamp of BPPI logo and price may be accepted. Further, shelf life for

such imported drugs may be allowed to be 50% or higher of the shelf life at the time of supply.

2.9 Regarding the delivery period, they informed that unless quantity is known, they cannot assure the delivery period of supply. In this regard it was informed that BPPI is already allowing 60 days for first order and 45 days for subsequent order for supply of drugs in BPPI logo and packing. The same shall be allowed if they supply the drugs in BPPI logo and packing. In case of supply in manufacturer's packing, bidders may indicate the minimum batch size and minimum delivery period for each dosage form and strength of the drugs. For imported drugs also they may indicate the lot/batch size and earliest delivery period.

3. The minutes of meeting is hereby concluded.

EOI/TENDER NO:- BPPI/DRUG & ALLIED ITEMS-046/2016

EOI/TENDER FOR SUPPLY OF DRUG & ALLIED ITEMS

TO

Bureau of Pharma Public Sector Undertakings of India (BPPI)

For the year 2017-18

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

(Set up under the Department of Pharmaceuticals, Govt. of India)

IDPL corporate office Complex, Old Delhi-Gurgaon Road, Dundahera, Gurgaon 122016

Telephone: 0124-4040759 / 4556751; Fax: 0124-2340370 Website: **janaushadhi.gov.in**

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)
(SET UP UNDER THE DEPARTMENT OF PHARMACEUTICALS, GOVERNMENT OF INDIA)
Regd. Office: Core No. 6, First Floor, SCOPE Complex, Lodi Road, New Delhi-110003
Working Office: IDPL CORPORATE OFFICE, IDPL COMPLEX, DUNDAHERA, GURGAON (HR)
Telephone: **0124-4556751**; Fax: **0124-2340370** Website: **janaushadhi.gov.in**

EOI/TENDER FOR THE SUPPLY OF DRUGS & ALLIED ITEMS TO BUREAU OF PHARMA PSU OF INDIA FOR THE YEAR 2017-2018

Tender Reference		**EOI No. BPPI/DRUG & ALLIED ITEMS- 046/2016 Dt. 22.12.2016**
Last date and time for receipt of tender documents		**10/02/2017 upto 11.00 A.M.**
Time and date of opening of tender		**11:30 AM on 10/02/2017 (Friday)**
Place of opening of tender		Bureau of Pharma PSUs of India, IDPL corporate office Complex, Old-Delhi -Gurgaon Road, Dundahera, Gurgaon- 122016 (Haryana)
Address for Communication		Bureau of Pharma Public Sector Undertakings of India, IDPL corporate office Complex, Old-Delhi -Gurgaon Road, Dundahera, Gurgaon- 122016 (Haryana)
Cost of the Tender Document		**Free of cost**
Contact Person for clarification if any		1. Sh. Mahadev Agarwal, Manager (Procurement) Phone:- 0124-4040756 Mob:- 9811780789 Email: ahadevpharm.bppi@gmail.com
		2.Mrs. Reena Bhagat, Dy. Manager(Procurement) Phone:- 0124-4556768 Mob:- 8130704311 Email:- reg1.bppi@gmail.com
		3. Mr. Rupak Kumar, Executive (Procurement) Phone:- 0124-4556750/764 Mob:- 7291087675 Email:- proc3.bppi@gmail.com

The tender document can be downloaded free of cost from the website of BPPI: ***janaushadhi.gov.in*** *and* CPPP e-Procurement Portal https://eprocure.gov.in**.**

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BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

TENDER FOR THE SUPPLY OF DRUGS & ALLIED ITEMS TO BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

FOR THE YEAR 2017-18

PRADHAN MANTRI BHARTRIYA JANAUSHADHI YOJANA(PMBJP) is the initiative of Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India launching with the noble objective of making quality generic medicines available at affordable prices for all, particularly the poor and disadvantaged, through specialized outlets called PRADHAN MANTRI BHARTRIYA JANAUSHADHI KENDRA (PMBJK). BPPI was established in December, 2008 under the Department of Pharmaceuticals, Government of India, with the support of all the CPSUs, and identified as the executing agency for PMBJP.

The Bureau has been registered as an independent society under the Societies Registration Act, 1860, in April, 2010. BPPI follows the provisions of GFR, 2005 as amended from time to time, the CVC guidelines, and instructions from the Department of Pharmaceuticals.

It aims to open more than 3000 stores during current financial year. It is proposed to channelize efforts to popularize PMBJP and ensure availability of the complete basket of medicines at affordable prices.

Tender Inviting Authority – C.E.O, Bureau of Pharma Public Sector Undertakings of India, IDPL Corporate Office, IDPL Complex, Old-Delhi-Gurgaon Road, Dundahera, Gurgaon - 122016 (Haryana) (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires).

Tender Accepting Authority – CEO, Bureau of Pharma Public Sector Undertakings of India,(hereinafter referred as **BPPI** unless the context otherwise requires).

Tender Inviting Authority invites **Tender for the supply of DRUGS & ALLIED ITEMS to BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, for the year 2017-2018.**

1. LAST DATE FOR RECEIPT OF TENDERS.

(a) Sealed Tenders [in two separate covers {Technical bid (Cover "A") and price bid Price Bid (Cover "B")}] will be received **till 11.00 A.M. upto 10/02/2017 (Friday)** by the Tender Inviting Authority, Bureau of Pharma Public Sector Undertakings of India, IDPL corporate office, IDPL complex, Old-Delhi-Gurgaon Road, Dundahera, Gurgaon -122016 (Haryana) for the year 2017-18.

(b) The price bid shall be valid for a period of 120 days from the date of opening of Cover-A (Technical Bid). Prior to the expiry of the bid validity, the Tender Inviting Authority may request the Tenderers to extend the bid validity for further period as deemed fit on their original quoted prices and all terms & conditions. However, BPPI reserves the right to place purchase orders at the quoted rate till such period.

(c) **Late tender shall not be considered.**

2. ELIGIBILITY CRITERIA

(a) (i) Tenderer shall be a manufacturer and for drug items, tenderer should have valid drug manufacturing unit duly licensed by licensing authorities. Loan licensee for drugs is also eligible.

(ii) Tenderer shall be direct importer holding valid import license. The Importer should have valid sale license.

(iii) Tenderer shall be a marketer of manufacturer who have exclusive rights to market the products duly supported by valid agreement with the manufacturer and in that case BPPI shall sign tri party agreement for supply of drug and allied items if they are eligible for award of contract. **Distributors/Suppliers/Agents are not eligible to participate in the Tenders.** The Marketer should have valid sale license.

Note :- More than one marketer of same manufacturer having same product but different brand shall not be considered. In case, the manufacturer participate, the bid of marketer shall not be considered.

(a) For drug items, manufacturer should have Valid GMP (Good Manufacturing Practices) as per Schedule 'M' certificate /valid WHO-GMP (World Health Organisation-Good Manufacturing Practices) issued by licensing authority.

(b) For drug items, Market Standing Certificate (MSC) issued by the state licensing authority under generic or brand name as a Manufacturer for each product quoted in the tender for a minimum 2 years. For non drug items, Market Standing Certificate (MSC) issued by the C.A or ICWA in generic or brand name as a Manufacturer for each product quoted in the tender for a minimum 2 years.

(c) A certificate from their C.A. (Chartered Accountant) or ICWA that they have manufactured & marketed at least 2 commercial batch in last three years.

(d) Non-conviction Certificate not older than 6 month issued by the licensing authority of the State for drug items certifying that the firm/company has not been convicted.

(e) Tenderer should not be submitted for the product(s) for which the firm / company has been blacklisted/debarred/de-registered/banned by any State Government / Central Government / its Drug procurement agencies due to quality failure of the drugs ***at the time of submission of online bid.***

(f) The Tenderer should have not been blacklisted/debarred/de-registered/banned due to quality failure for the quoted product /firm by any State Government / Central Government / its Drug procurement agencies **at the time of submission of bid**. Further, quoted drugs have not been failed in house testing or testing by any State Government/Central Government / its Drug procurement agencies during last three years.

(g) During the validity of the tender if the firm / Company is blacklisted/debarred/de-registered/banned by any State Government / Central Government / its procurement agencies / convicted by any Court of law in India, it shall be intimated to BPPI along with relevant authentic document by the tenderer firm/ company within one month.

(h) The tenderer should confirm that they have read tender document including Amendment(s) to Tender document (if any) along with terms and condition and these terms and condition of tender document including Amendment(s) to Tender document (if any) are acceptable unconditionally to them.

3. GENERAL CONDITIONS.

(i) The tender document shall be download free of cost from the websites janaushadhi.gov.in; and CPP portal i.e. eprocure.gov.in.

(ii) All tenders must be accompanied with Earnest Money Deposit as specified in Clause 7 of the Tender document. The bid received without requisite amount of EMD will be summarily rejected.

(iii) Tenders will be opened in the presence of Tenderers/authorized representatives who choose to attend on the specified date and time. They should bring letter of authority authorising to attend tender opening on the printed letter head of the company.

(iv) (a) At any time prior to the last date of submission of Tender, Tender Inviting Authority may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Tenderer, may modify the condition in Tender documents by an amendment uploading on website on **janaushadhi.gov.in;** and CPP portal i.e. **eprocure.gov.in** and it will be binding on them. Bidders are advised to check the *website of BPPI: janaushadhi.gov.in* and CPPP website https://eprocure.gov.in at least 3 days prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document. In order to provide reasonable time to take the amendment into account in

preparing their bid, Tender Inviting Authority may at discretion, extend the date and time for submission of tenders.

(b) Any person who has downloaded the tender document should watch for amendment, if any, on the website **janaushadhi.gov.in; pharmaceuticals.gov.in** and CPP portal i.e. **eprocure.gov.in** for which BPPI will not issue any separate communication to them.

(v) Interested eligible Tenderers may obtain further information in this regard from the office of the Tender Inviting Authority on all working days between 10:00 AM and 5:00 PM.

4. TECHNICAL BID - COVER "A"

4.1. The Tenderer should furnish the following documents in a separate cover hereafter called **"Cover A". (All the documents submitted should be signed and sealed by the Tenderer in each page and photocopies of the documents should be attested by the Tenderer/authorised person).**

(a) Documentary evidence for the constitution of the Company/Firm such as Memorandum and Articles of Association, Partnership deed, Permanent Registration Number etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present Directors in the Board of the Company duly certified by a Company Secretary of the Company/Practicing Company Secretary / Charted Accountant to be furnished.

(b) (i)The marketer of manufacturer who have exclusive rights to market the products and manufacturer do not market the products should submit valid original agreement with the manufacturer with technical bid **(ANNEXURE I)**. The marketer of manufacturer should also submit valid sale licence. The Importer is also required to upload copy of valid sale license. In case bidder is Importer, it is not mandatory to submit ANNEXURE I but it is advisable to submit the same from their Manufacturer.

(ii) The tenderers are required to submit undertaking on stamp paper duly notarized by authorised signatory confirming they are holding the valid drug license and valid WHO-GMP certificate /GMP certificate as per schedule 'M' for drug items, 2 years market standing certificate for quoted drug issued by licensing authority and non drug items from CA or ICWA, a certificate for manufactured & marketed of two batches for quoted items within 3 years issued by CA or ICWA , valid Non conviction certificate not older than 6 months issued by licensing authority for drug items , valid import license , undertaking as per para 2(f) & (h), undertaking as per Annexure X, undertaking for Clause 7.2 and also enclosed all undertaking/declaration as per Annexure mentioned in the tender document. **On the basis of such undertaking, the price bid shall be opened shortly after opening of technical bid. However, the bidder is required to upload/submit all the documents along with the technical bid and in case any document is not complying as per undertaking, their contract/agreement shall be cancelled with forfeiture of EMD/Security Deposit/Bank**

guarantee. (**ANNEXURE – II).** In case the bidder is Importer, they may strike the clause or part of clause not applicable in their case.

(c) Earnest Money Deposit as indicated in Clause 3(ii) and Clause 7. of the tender document shall be in the form of **Bank Guarantee or Bankers Cheque or Demand Draft** favouring "Bureau of Pharma Public Sector Undertakings of India " payable at Gurgaon/Delhi **(ANNEXURE III)**. EMD in any other form like ***cheque/cash/postal order*** etc. **will not be accepted.**

(d) (i) For drug items, the Tenderer should furnish self attested photocopy of valid drug Manufacturing Licence for the product, duly approved by the Licensing Authority for each and every product quoted as per specification in the tender. The licence must have been duly renewed up to date and the items quoted shall be clearly highlighted in the licence. Original documents should be produced for verification when demanded. However, if renewal application for manufacturing licence has been filed, copy of same duly receipted by drug authorities must be enclosed along with the validity certificate from state licencing authority (SLA).

(ii) For non drug items, the Tenderer should furnish self-attested photocopy of valid Manufacturing Licence for the product, duly approved by the competent Authority for each and every product quoted as per specification in the tender.

(e) Self attested photocopy of import license (in Form 10 with Form 41), as per Rule 122A of the Drugs and Cosmetics Act 1940, if the product is imported should be furnished. The licence must have been renewed up to date. A copy of a valid licence for the sale of Drugs imported by the firms issued by the State Licensing Authority shall be enclosed. Original documents should be produced for verification when demanded.

(f) (i) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company/Firm and such authorized officer of the Tenderer should sign the tender documents.

(ii) Copies of audited balance sheet of last 3 years is to be submitted along with the technical bid.

(g) Authorization letter nominating an officer of the Tenderer on the printed letter head of the company to transact the business with the BPPI to be furnished.

(h) (i)MARKET STANDING CERTIFICATE (MSC) ISSUED BY THE STATE LICENSING AUTHORITY (for product covered under drug & cosmetic act 1940)/C.A. or ICWA (for non drug products) UNDER generic or brand name as a Manufacturer for each product quoted in the tender for a minimum 2 years (Certificate should be submitted with list of items)**.**In case of direct importer, evidence for importing the said items such as bill of landing, bill of entry and certificate of analysis

are to be submitted. MSC issued under brand name or under generic name (by the state licensing authority) will also be accepted but **supplies will be accepted as per packing and label by foreign manufacturer in their brand subject to affixing sticker for Logo as approved by BPPI & BPPI MRP. However, for those newly launched drugs whose first product permission to manufacture and sale has been issued within 2 years by the respective country's / state drug authority, MARKET STANDING CERTIFICATE (MSC) issued by the respective country's /STATE LICENSING AUTHORITY under generic or brand name as a Manufacturer for less than 2 years shall be acceptable to BPPI.** In case the bidder is Importer, MARKET STANDING CERTIFICATE (MSC) ISSUED BY THE STATE LICENSING AUTHORITY shall not be applicable.

(ii) In case the drug is patented, the bidder should submit the documentary evidence indicating the name of the drug etc. and validity/period.

(i)The bidder should upload a certificate from their C.A.(Chartered Accountant) or ICWA that they have manufactured & marketed at least 2 commercial batch in last three years. The details of commercial batch no., month of manufacture, batch size in last three years period duly certified by their C.A. or ICWA should be submitted along with technical bid.In case the bidder is Importer also, a certificate from their C.A.(Chartered Accountant) or ICWA that they have manufactured & marketed at least 2 commercial batch in last three years. The details of commercial batch no., month of manufacture, batch size in last three years period duly certified by their C.A. or ICWA should be uploaded along with technical bid.

(j) Non-conviction Certificate issued by the licensing authority of the State for drug items certifying that the firm/company has not been convicted. The certificate should not be more than 6 months old at the time of submission of technical bid.

(k) Valid Good Manufacturing Practices Certificate (GMP) as per Schedule-'M' (for manufacturers only)/WHO certificate issued by the Licensing Authority for drug items are to be submitted. In case of Imported surgical consumables, labels and product literature of all quoted product(s) must be submitted COPP certificate as per WHO format of their Principal Manufacturing company/firm.

(l) a. Latest Sales Tax Clearance certificate/returns are to be attached (In case Sales Tax is exempted, the documentary evidence with nil returns are to be attached).

b. Latest Income tax assessment orders/returns filed are to be attached.

In case of marketer, these documents are required to be submitted by Marketer/bidder as well as Manufacturer.

(m) Documents, if any, to show that the manufacturing unit/importer has been recognized by any other Indian / International Standard Organizations etc. as applicable.

(n)The loan license bidder are required to submit copies of all the documents as per tender requirements including manufacturing unit.

(o) List of quoted drugs/items with Dosage form, Strength, unit size, Pack size, Minimum order size in Unit and whether drug is under patent in (i) BPPI packing & Logo and BPPI Price **as per ANNEXURE-IV A** and (ii) own packing of manufacturer with affixing sticker/stamped of BPPI logo & BPPI Price as per **ANNEXURE-IVB** should be submitted and **the rate of those items <u>should not</u> be indicated in this list. In case of own packing,**

the bidder should also indicate minimum delivery period (in days) and minimum period to supply the products to BPPI from the date of manufacturing to have maximum shelf life available to customers.

(p) A Checklist (**ANNEXURE- V**) indicating the documents submitted with the tender document and their respective page number shall be enclosed with the tender document. The documents should be serially arranged as per this **ANNEXURE- V** and should be securely tied or bound. If a company/firm has two or more separate manufacturing units at different sites / States, which are not separate entities then the company will be allowed to submit only one tender for all units but necessary document regarding separate manufacturing units will be submitted as a separate set with the same tender. However, one bidder will be allowed to submit only one offer for one product.

(q) All the documents enclosed with the tender document should also be signed by the authorized official of the Tenderer.

4.2. The all documents indicated above should be kept and sealed in a separate Cover Superscribed as "TECHNICAL BID - COVER "A" – TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO BUREAU OF PHARMA PSUs OF INDIA for the year 2017-2018 DUE ON **10/02/2017 at** 11.30 A.M.. AND ADDRESSED TO THE TENDER INVITING AUTHOURITY, BUREAU OF PHARMA PSUs OF INDIA ,IDPL CORPORATE OFFICE COMPLEX, OLD – DELHI- GURGAON ROAD, DUNDAHERA, GURGAON- 122016 (HARYANA).

5. PRICE BID - COVER "B"

5.1. Cover "B" contains the Price Bid of the Tenderer.

(i) Bid should be computer printed. The correction should be avoided. However, in exigency, it shall be certified with full signature by the Tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid will not be accepted.

(ii) Price should be quoted for those items only as mentioned in list of quoted items in (i) BPPI packing & Logo as per **ANNEXURE VIII A** and (ii) own packing of manufacturer with affixing sticker/stamped of BPPI logo & BPPI S.P (Selling Price) as per **ANNEXURE-VIII B.** Each page of the price bid should be duly signed by the Tenderer affixing the office seal.

(iii) (a) The Tenderer shall fill in **ANNEXURE VIII A** quoting the landed price per unit size, rate of CST against form C and Central excise duty applicable (yes/no).

(b) The Tenderer shall fill in **ANNEXURE VIII B** indicating Own MRP, Net price to BPPI per unit size inclusive of Central excise duty but exclusive CST with form C/VAT, rate of CST with form C in respective column and total price(landed price) inclusive of CST with form C per unit size.

(iv) **Determination of L1 bidder:** In determining the lowest evaluated price, the rate quoted per unit size landed price as indicated in column No. 5 of the **ANNEXURE VIIIA** and total price per unit size as indicated in column 8 of **ANNEXURE VIII B** shall be taken into consideration.

(v) The rate quoted should be for a unit and in rupees.. **The rates quoted in paisa are to be in 2 digits.**

(vi) In case supply is made from any place in Haryana, VAT shall be applicable.

5.2. The Tenderers shall submit duly signed **ANNEXURE-VIII A and ANNEXURE-VIII B in** a sealed cover Super scribed as **"PRICE BID COVER "B" –**

TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO BPPI FOR THE YEAR 2017-2018".

The "Cover-B" should also be addressed to the **TENDER INVITING AUTHORITY, BUREAU OF PHARMA PSUs OF INDIA, IDPL CORPORATE OFFICE, IDPL COMPLEX, OLD- DELHI- GURGAON ROAD, DUNDAHERA, GURGAON-122016(HARYANA)**

5.3. Two sealed covers {Technical bid (Cover "A") {Refer Clause No.4.2} and Price Bid (Cover "B")} {Refer clause (5.2) } shall be placed in a separate cover which shall be sealed and Superscribed as

"TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO "BPPI" FOR THE YEAR 2017-2017 DUE ON 10/02/2017 AT 11.30 A.M. and addressed to the

TENDER INVITING AUHORITY, BUREAU OF PSUs OF INDIA, IDPL CORPORATE OFFICE, IDPL COMPLEX, OLD- DELHI- GURGAON ROAD, DUNDAHERA, GURGAON-122016(HARYANA), which shall be submitted within the date and time as specified in Clause 1(a).

5.4. If the last date for submission of Tender is declared holiday, the tenders may be submitted on the next working day upto 11.00 A.M.

6. OPENING OF COVER "A" AND COVER "B" OF TENDER

6.1 Only authorized official as indicated in Clause 4.1. (g) are entitled to be present at the time of opening of Technical Bid - Cover "A" of the tender submitted by them.

6.2 Tenderers, who are found eligible on satisfying the criteria for technical evaluation, will only be invited to be present at the time of opening of Price Bid - Cover "B" of the tender.

7. EARNEST MONEY DEPOSIT

7.1. The Earnest Money Deposit referred to under Clause 3(ii) & 4.1(a), shall be **Rs. 100,000/-. The Earnest Money Deposit shall be paid in the form of Bank Gurantee or Bankers Cheque or Demand Draft in favour of BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, payable at Gurgaon/Delhi. In case EMD in form of Bank Guarantee, Irrevocable Bank Guarantee** in favour of Bureau of Pharma Public Sector Undertakings of India from any Natinalised/scheduled Bank should be valid for a period beyond **270 days/9 months from the date of tender opening**. The format of

Bank Guarantee is at **ANNEXURE-VI.** BPPI will not pay interest on any deposit held in the form of **Bankers Cheque or Demand Draft.**

7.2.(i) The tender submitted without sufficient EMD will be summarily rejected.

(ii) The Earnest Money Deposit by the successful bidders will be converted into security deposit and if additional security deposit is required as per clause no. 10.1, the successful bidders are required to deposit the difference.

(iii) The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned after finalization of tender.

(iv) The Earnest Money Deposit (EMD) will be forfeited, if the tenderer withdraws his bid any time after opening of price bid / non execution of contract within the period prescribed.

(v) The Earnest Money Deposit (EMD) will be forfeited, in case of the lowest bidder, fails to execute the contract or deposit the security Deposit within the stipulated time**.**

(vi) Tenderer may be exempted from the payment of EMD, provided that valid **registration** certificate from NSIC duly self-attested is produced **for the product for which bidder has submitted quotation.**.

(vii) PSUs are exempted from the payment of EMD.

8. OTHER CONDITIONS

8.1 The details of the required drugs and allied items etc., are shown in **ANNEXURE - VII**. BPPI, at its discretion, procure the quantity through purchase order/orders time to time depending on it is actual need during one year period. Any supply without a valid purchase order will not be acceptable by BPPI and the BPPI shall not be responsible for any loss on this account.

8.2 The Tenderers should quote the rates for the various composition, strength. However, the imported/combination drugs are allowed to quote in trade / brand name.

8.3. Rates (inclusive of Customs duty, packing & forwarding charges, transportation, insurance and any incidental charges, but exclusive **CST against form C**/VAT (Sales Tax) and excise duty) as per instruction given under clause 5 should be quoted for each of the required drugs, of medicines etc., separately on door delivery basis according to the unit ordered. Tender for the supply of drugs, medicines, etc. with cross conditions like "AT

CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with Tenderers.

8.4. (i) The price quoted by the tenderers shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price of the tenderer. Tender Inviting Authority at its discretion, may exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP or the selling price of the tenderer as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the Tenderer.

(ii) **FALL CLAUSE:**
If at any time during the execution of the contract, the controlled price becomes lower or the supplier reduces the sale price or sells or offers to sell such products, as are covered under the contract, to any person / organization including the purchaser or any department of Central government/state Govt. or its procurement agencies at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

8.5. The rates quoted and accepted will be binding on the Tenderer for the full contract period of one year and any increase in the price will not be entertained till the completion of this contract period. Accordingly, this clause will be applicable for all orders placed during the contract period. **However, contract validity period may be extended for period up to further one year at same rate, terms & conditions with the consent of the supplier.**

8.6. No Tenderer shall be allowed at any time and on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by them. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the Tenderers in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY", "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have mentioned such conditions shall be treated as incomplete and accordingly the Tender will be summarily rejected.

8.7. Supplies should be made directly by the tenderer and not through any other Agency / Dealer / Distributors.

8.8. The Tenderer shall allow inspection of the factory at any time after the opening of technical bid and during the entire contract period by a team of Experts/Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/Firm

does not allow for any such inspection, their tenders will be rejected. If any such situation arises after placement of contract, the same shall be cancelled at the firm's risk cost.

8.9 For supply in BPPI Packing & logo "MRP inclusive of all taxes" is to be printed on each unit/label for drugs/item to be supplied. MRP will be intimated to successful bidders at the time of placing purchase orders.

9. ACCEPTANCE OF TENDER

9.1. Evaluation of the tender and determination of the L1 rate (Lowest rate) will be mentioned under clause 5.1**.** Negotiation if required, will be done at our premises and the same will be done strictly as per Central Vigilance Commission guidelines.

9.2. BPPI reserves the right to accept or reject the tender for the supply of all or any one or more items of the drugs tendered for in a tender without assigning any reason.

9.3. BPPI or its authorized representative(s) has/have the right to inspect the manufacturing premises of Tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections.

9.4. The acceptance of the tenders will be communicated to the Tenderers in writing.

10. SECURITY DEPOSIT AND AGREEMENT

10.1Security Deposit:

On being informed about the acceptance of the tender, EMD shall be converted into security deposit. The Tenderer shall pay the Security Deposit @5% of value of each order after adjustment of the EMD amount (if 5% security deposit works out to be more than EMD amount.) in the form of ***Demand Draft or irrevocable Bank Guarantee*** in favour of Bureau of Pharma Public Sector Undertakings of India from any scheduled Bank. In case the Security Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period beyond **one year of the validity of the agreement**. The format of Bank Guarantee is at **ANNEXURE-IX.**

10.2. The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever.

10.3. All notices or communications relating to and arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to him or left at the premises, places of business or abode as provided by the tenderer.

10.4. If the lowest selected Tenderer fails to deposit the required security deposit within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the BPPI and the firm will also be liable for all damages sustained by the BPPI apart from blacklisting and other penal actions. The security deposit shall be forfeited if the undertaking as **Annexure II** is not found correct.

10.5. The security deposit of supplier will be returned by BPPI only after the supplier has given undertaking to replace such medicines/product and indemnify BPPI against any loses on account of quality parameters.

11. METHODOLOGY FOR PLACING ORDERS

For the above purpose the following procedures will be adopted

(a) After the conclusion of Price Bid opening (Cover B), the rates offered by tenderers for each product are evaluated and lowest acceptable rate (L1 Rate) arrived at is declared and that tenderer is informed.

(b) If two or more than two Tenderer's are declared as lowest suppliers for the same item(s), such Tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such Tenderers are eligible for the placement of Purchase Orders for such item(s) for which they are declared as lowest. Placement of order shall be shared equally amongst these bidders subject to their manufacturing capacity.

(c) If a supplier fails to execute supply order, the 5% value of supply order shall be recovered from pending bill or EMD/Bank Guarantee and their bad performance shall be kept in record of BPPI for future dealing as considered appropriate by BPPI.

(d) Notwithstanding anything contained in para (c) above, the supplier, after committing the default in supply either partly or fully, can inform the BPPI about his willingness to execute the Purchase Order during the tender period. The BPPI at discretion may consider the willingness of the supplier on merit. However, such supplies will be subjected to the levy of Liquidated Damages, unexecuted fine and other penalties as stipulated in the tender document and purchase order.

(e) The supplier shall start supply of the Drugs/items required by BPPI at Central Ware House (CWH), Gurgaon or any other place decided by BPPI within the stipulated period.

(f) The Drugs/product supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. BPPI will not be responsible for the loss to the supplier and will not entertain any demand/claim.

(g) The supplier shall supply the Drugs/items at the CWH, Gurgaon along with copy of Purchase order, copy of test reports and 3 original copies of Invoice. No payment will be processed without test reports.

(h) The supplier shall take utmost care in supplying the quality Drugs/items and ensure that the batch number mentioned in the packages of the Drugs/items tally with the batch number mentioned in the Invoice produced to BPPI for payment. Also the supplier shall ensure the quantity relevant to the Batch Number of the Drugs/items is mentioned in the invoice.

(i) It is the duty of the supplier to supply Drugs/items at the CWH Gurgaon or any other place decided by BPPI and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., logo, nomenclature, specification etc.,

(j) Subject to above, BPPI will process the invoices submitted by the supplier and the payments against supply will be made within 30 days from the date the Drugs/items supplied

has been declared of STANDARD QUALITY, by the Empanelled laboratory of BPPI subject to various terms and conditions of the tender.

(m) Subject to the conditions mentioned in the Purchase Order and Tender Document, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 30 days from the date of receipt of payment, failing which BPPI will not entertain any claim thereafter.

12. SUPPLY CONDITIONS

12.1 All the supplies shall be received at the central warehouse at Gurgaon or any other place decided by BPPI.

12.2. Within 3 days from the receipt of purchase orders the Tenderer should inform BPPI through fax and mail the confirmation for the receipt of the purchase order.

12.3. The Tenderer should also fax and mail the details of supply dates as specified in Annexure, to BPPI within 7 days from the receipt of the purchase order. In case, the supply shall not be made by the date as conveyed by the supplier, supply order shall be cancelled at their risk and cost. If no response is received within 7 days from the supplier / tenderer about supply of drugs as per purchase order, it shall be presumed that the supplier/tenderer is not interested to supply the drugs ordered as per purchase order and BPPI shall purchase the drugs from alternative sources.

12.4 (a) **For drugs/items to be supplied in BPPI packing & logo,** the supplier must supply the ordered quantity against first purchase order within 60 days from the date of Purchase Order. For Subsequent purchase orders, the supplier shall complete the supply within 45 days from the date of purchase order.

(b) **For drugs/items to be supplied in manufacturer's packing including imported drugs with sticker/stamp for BPPI Logo & BPPI PRICE,** the supplier must supply the ordered quantity as per delivery quoted/agreed.

(c) If the above day for 12.4 (a) &(b) above happened to be a holiday for BPPI, the supply should be completed by 5.00 PM on the next working day.

(d) If the Tenderer fails to execute the supply(partially/fully) within the stipulated time, the BPPI is at liberty to make alternative arrangement for purchase of the items for which the Purchase orders have been placed, from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the defaulted supplier and in such cases the BPPI has every right to recover the cost and impose Liquidated Damages as mentioned in Clause 18.

12.5 The liquidated damages as specified in clause 18.1 and 18.2 of the tender conditions will be levied on the quantity supplied after the delivery period.

12.6. The supplied Drugs (covered in SCHEDULE "P" of Drugs and Cosmetics Act) should have the prescribed potency throughout the shelf life period as prescribed in the Drugs and Cosmetics Act 1940 and rules there under and in relevant Pharmacopoeias. **However, in case of thermolabile drugs not covered in SCHEDULE "P" of Drugs and Cosmetics Act, the minimum shelf life should be 2 years from the date of manufacture.**

12.7. The Tenderer must submit an Analysis report for every batch of drugs/items along with invoice. In case of failure on part of the supplier to furnish such report, the batch of drugs will be returned back to the suppliers and he is bound to replenish the same with Govt. approved lab test report. The Drugs supplied by the successful Tenderer shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

12.8. (a) **For drugs/items to be supplied in BPPI packing & logo:-** Tenderer should supply the product (a) within 2 months from the date of manufacture of products having shelf life less than 2 years, (b) within 3 months from the date of manufacture of products having between 2 to 3 years and (c) within 4 months from the date of manufacture of products having shelf life more than 3 years. Products beyond the above mentioned period from the date of manufacture shall not be accepted. For example product having manufacturing of April 2017 must be supplied before June 30, 2017 in case shelf life less than 2 months.

For imported products, 75% of shelf life should be available at time of supply. Product having shelf life upto 60% can be accepted subject to undertaking by the bidder that unconsumed stock shall be replaced by fresh stock.

b) **For drugs/items to be supplied in manufacturer's packing with sticker/stamp for BPPI Logo & BPPI PRICE :-** the supplier must supply the ordered quantity as per shelf life quoted/agreed.

12.9. If at any time the Tenderer has, in the opinion of the BPPI delayed the supply of drugs/items due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the drugs may be extended by the BPPI at discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 10 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events does not include the Scarcity of raw material, Increase in the cost of raw material, Electricity failure, Labour disputes/Strikes, Insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc.

12.10. The supplier shall not be liable to pay LD and forfeiture of security deposit for the delay in executing the contract on account of the extension of supply period on the ground of force majeure events.

13. LOGOGRAMS

(A) For drugs/items to be supplied in BPPI packing & logo: Logogram means, wherever the context occurs, the design as specified in **ANNEXURE-X. The name of the drug shall be mentioned in English and Hindi.**

13.1. Tenders for the supply for Drugs etc., shall be considered only if the Tenderer gives an undertaking that the product(s) will be prepared as per the specifications such as name, strength, minimum size and packed with appropriate size of the strips/blisters/bottles/tubes etc as per the design enclosed as per **ANNEXURE –X** &**X-A**.

13.2. All tablets and capsules have to be supplied in packing as quoted/agreed and shall also conform to Schedule P1 of the Drugs & Cosmetics Act & Rules 1945, wherever it applies. Affixing of stickers and rubber stamps shall not be accepted and supplies will be returned back at supplier's cost.

13.3. Vials, Ampoules (more or equal than 5 ml) and Bottles containing the items tendered for should also carry the printed PRADHAN MANTRI BHARTIYA JANAUISHADHI PARIYOJANA (PMBJP) logogram of proportionate size.

13.4. Failure to supply Drugs etc., with the printed logogram of proportionate size will be treated as breach of the terms of agreement / violation of tender conditions. The purchase order shall be cancelled at the risk and cost of the supplier. However, if such failure continuous despite notice, will be viewed as a serious lapse and initiate blacklisting of the supplier.

Tenderers who are not willing to agree to conditions above will be summarily rejected.

13.5 For imported Drugs, the supplies will be accepted as per packing and label by foreign manufacturer in their brand subject to affixing sticker for Logo as approved by BPPI & BPPI MRP.

(B) **For drugs/items to be supplied in manufacturer's packing with sticker/stamp for BPPI Logo & BPPI PRICE, the supply shall be made** affixing sticker for Logo as approved by BPPI & BPPI PRICE.

14. PACKING

(A) For drugs/items to be supplied in BPPI packing & logo:

14.1. The drugs shall be supplied in the package agreed and **ANNEXURE -XI.** The package shall carry the logograms of proportionate size specified in **ANNEXURE –X & X - A**. Non affixing of logograms will be treated as violation of tender conditions and fine will be deducted from the amount payable as per condition in Clause 18.5

14.2. The minimum size of each tablet should be 6.4 mm in diameter and the minimum size of the blister packing and strip packing should be 70mm x 30 mm and 50mm x 130mm respectively. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties as per clause 18.5.

14.3. The packing in each carton shall be strictly as per the specification mentioned in **Annexure-XI**. The outer carton should be of white board with a minimum of 300 GSM with **Gloss laminated** packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with white board of 350 GSM**.** Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties as per clause 18.5. Storage conditions must be indicated on outer label.

14.4. The cap of bottle preparations should not carry the name of the supplier.

14.5. The labels in the case of Injectable preparations should clearly indicate whether the preparations are meant for Intravenous (IV), Intra Muscular (IM), Intra Dermal (ID), Subcutaneous (SC) administration etc.

14.6. It should be ensured that only first-hand virgin packaging material of uniform size, including bottle and vial, is used for packing.

14.7. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.

14.8. Packing should be able to prevent damage or deterioration during transit.

14.9. In the event of items of drug supplied found to be **not as per specifications in respect of their packing and logogram**, the BPPI is at liberty to make alternative purchase of the items of drugs for which the Purchase orders have been placed from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier. In such cases the BPPI has every right to recover the cost and impose penalty as mentioned in Clause 18 & 19.

14.10. Designs of packaging with the logograms shall be subject to approval by BPPI within 7 days of receipt of the same from the supplier, as per the specifications. In case of failure of BPPI to do so, the supplier may go ahead with the design as per the specification in **ANNEXURE X and XI.**

(B) For drugs/items to be supplied in manufacturer's packing with sticker/stamp for BPPI Logo & BPPI PRICE, the supply shall be made as quoted/agreed.

15. QUALITY TESTING

15.1. Samples of supplies from each batch will be chosen at the point of despatch at supplier's site or receipt of supply or distribution/storage points for testing at discretion of BPPI. The samples will be sent to different laboratories including Government Drugs Testing Laboratory for testing as decided by the BPPI Handling and testing charges will be deducted by BPPI for the above purpose, as specified in Clause 17.

15.2. The Drugs shall have the active ingredients at the prescribed level as indicated in official compendiums throughout the shelf life period of the drug. The samples will be drawn periodically throughout the shelf life period and if found "Not of Standard Quality", the cost of entire batch paid will be recovered whether consumed fully/partially. Also action will be initiated for blacklisting as per clause No.19 irrespective of the period of supply. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirement shall render the relevant batches

liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.

15.3. In the event of the samples of Drugs/items supplied fails in quality tests or found to be not as per specifications, the BPPI is at liberty to make alternative purchase of the items of drugs for which the Purchase orders have been placed from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the BPPI has every right to recover the cost and impose penalty as mentioned in Clause 19.

15.4. The supplier shall furnish evidence of the basis for shelf life and other stability data concerning the commercial final package on request by the BPPI. In case of any complaint in the field, the B.M.R/B.P.R for the particular batch of the product(s) supplied shall be produced when demanded.

15.5. The products should conform to the standards of IP/BP/USP/EP/JP as the case may be. In case the product is not included in the any of the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported drugs, respective Country's Pharmacopoeial standards shall be acceptable (even if the product is official in IP).

15.6. The case of admixture of drugs/items will be treated as a violation of tender conditions and fine will be levied as per clause 19. If such lapses happens more than twice in a tender period such cases will be treated as "Misbranded Drugs".

16. PAYMENT PROVISIONS

16.1. No advance payments towards costs of drugs, medicines etc., will be made to the Tenderer.

16.2. Payments towards the supply of drugs will be made within 60 days from the date of receipt of goods, strictly as per the tender terms and condition. The payment will be made either by means of a/c payee Cheque or through RTGS (Real Time Gross Settlement System)/Core Banking/NEFT. The Tenderer shall furnish the relevant details in original **(ANNEXURE -XII)** to make the payment through RTGS/Core Banking/NEFT.

16.3. All bills/Invoices should be raised in triplicate and in the case of excisable Drugs , the bills should be drawn as per Central Excise Rules in the name of Bureau of Pharma Public Sector Undertakings of India. IDPL Complex, Dundahera, Gurgaon 122016 or in the name of any other authority as may be designated.

16.4. (i) Payments for supply will be considered only after supply of minimum 50% of Drugs ordered in the individual Purchase Order PROVIDED reports of Standard Quality on samples testing are received from Government Analyst or Approved Laboratories of BPPI.

(ii) However, in case of cancellation of a particular purchase order due to failure in delivery, payment for part supplies less than 50% of the purchase order quantity on the date of cancellation of the purchase order may be considered for release of payment subject to the following:

(a) If the Tenderer have supplied at least 50% of the quantity ordered in the subsequent purchase order within delivery period stipulated in purchase order from the issue of such purchase order.

(b) If further purchase order is not placed with the supplier due to any reason, not attributable to the supplier, the amount eligible will be paid within 60 days from the date of last supply.

(c) The payment for part supply as mentioned above will subject to the deduction of liquidated damages, penalty towards unexecuted quantity, risk and cost etc., as per the tender conditions.

16.5. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Tenderer himself, the Tenderer shall be bound to inform the BPPI immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Tenderer fails to notify or fails to agree for such reduction of rates.

16.6.(a) In case of any increase of decrease in the taxes, such as excise duty, customs duty, sales tax, VAT etc., after the date of submission of tenders and during the tender period, such variation in the taxes will be to the account of the BPPI. For claiming the additional cost on account of the increase in taxes, the Tenderer should produce the proof of having paid additional amount on this account on the goods supplied to BPPI from the concerned Excise authorities and also must claim the same in the invoice separately. However the basic price structure and the price of the Drugs approved under the tender shall not be altered.
Similarly, if there is any reduction in the taxes and statutory levies as notified by the Govt., after the date of submission of tender, the Tenderer will be paid based on the unit rate worked out on the basis of the reduced taxes/statutory levies without any change in the basic price or the price structure of the drugs approved under the tender.
Any increase or decrease in taxes and statutory levies will be considered based on the notification issued by the Government.

However, if the firm supplies after originally stipulated Delivery period, increase in Excise duty/taxes due to statutory variation in Excise duty/taxes shall be borne by the supplier. In case of decrease in Excise duty/taxes due to statutory variation in Excise duty/taxes, the same shall be passed on by the supplier to the BPPI.

(a) In case of successful bidder enjoying excise duty exemption on any criteria of turnover, area based etc., such bidder will not be allowed to claim excise duty at a later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.

16.7. Form 'C' shall be provided by BPPI, wherever required. The tenderers should quote the concessional rate of CST applicable in their bids.

17. HANDLING & TESTING CHARGES:

No handling & testing charges shall be applicable.

18. LIQUIDATED DAMAGES AND OTHER PENALTIES:

18.1. If the supply reaches the designated places or Central Warehouse after 5 PM of 60th day from the date of issue of the Ist purchase order and after 5 PM of the 45th day from the date of issue of the subsequent purchase order, a liquidated damages will be levied at 2% per week or part thereof, subject to maximum of 10% irrespective of the fact that whether the BPPI has suffered any damage/loss or not, on account of delay in effecting supply. If the $60^{th}/45^{th}$ day happens to be a holiday the supply will be accepted on the next working day without any penalty.

18.2. If the supply is received in damaged condition, open delivery of the supplies shall be received, wherein it is possible to physically inspect the shipment. Damaged products shall not be accepted.

18.3. All the Tenderers are required to supply the product(s) with printed logogram of appropriate size on the strips, blisters, vials, ampoules& bottles and with prescribed packing specification. If there are any deviation in these Tender conditions, action will be taken to blacklist the product and/or a separate damages will be levied @ 5% of value of the defaulted quantity irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.14.11 and 13.4.

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

19.1. If the samples do not conform to statutory standards, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 30 days of the issue of the letter from the BPPI Such stock shall be taken back at the expense of the Tenderer. Further, actual handling and testing charges shall be paid to BPPI by the supplier otherwise these charges shall be recovered from their pending bill/EMD/security deposit. The BPPI has the right to destroy such "NOT OF STANDARD QUALITY DRUGS" if the Tenderer does not take back the goods within the stipulated time. The BPPI will arrange to destroy the "NOT OF STANDARD QUALITY DRUGS" after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the drugs rejected till such time stipulated. Futher, the cost of disposal shall be recovered from the supplier.

19.2. If any items of Drugs/itemss supplied by the Tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of total such batches supplied will be recovered from the Tenderer, if payment had already been made to him. In other words the Tenderer will not be entitled to any payment whatsoever for Items of drugs found to be of "NOT OF STANDARD QUALITY" whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of drugs from any amount payable to the Tenderer. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.

19.3. For the supply of Adulterated/Spurious, as defined in the Drugs and Cosmetics Act, 1940, to BPPI, BPPI reserves the right to blacklist the supplier. No further supplies shall be accepted from the firm/company. If the tenderer is blacklisted, the tenderer shall also not be eligible to participate in tenders of Tender Inviting Authority of BPPI for supply of Drugs for a period of 5 years from the date of blacklisting. In case of supply of NOT OF STANDARD QUALITY drug(s) to BPPI, the product shall be blacklisted by BPPI and no further supplies shall be accepted for the particular drug(s). The Tenderer shall also not be eligible to participate in tenders of BPPI for supply of such Drugs for a period of 2 years from the date of blacklisting. In addition, the Director of Drugs Control of concerned State will be informed for initiating necessary action on the Tenderer in their state. Security deposit will also be forfeited without any intimation.

19.4. The Tenderer shall furnish the source of procurement of raw material utilized in the formulations, if required by the BPPI. The BPPI reserves the right to cancel the purchase orders, if the source of supply is not furnished.

19.5. The decision of the BPPI or any officer authorized by him, as to the quality of the supplied drugs, medicines etc., shall be final and binding. In such cases, the BPPI will be at liberty to terminate, the contract either wholly or in part on 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Security deposit.

19.6. For contravention of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the BPPI, and the Tenderer shall be liable to pay for all losses sustained by the BPPI in consequence of the termination which may be recovered from the Tenderer, as per rules besides forfeiture of Security deposit.

19.7. Non-performance of any of the contract conditions and provisions will disqualify a firm from participating in the tender for the next 2 years besides forfeiture of Security deposit.

19.8. In the event of making Alternative Purchase, as specified in Clause 12.4 (a), Clause 14.11 and in Clause 15.3 penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the BPPI in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.

19.9. In all the above conditions, the decision of the BPPI shall be final and binding.

20. BLACK LISTING IN THE EVENT OF WITHDRAWL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE

20.1. BLACKLISTING OF PRODUCT/TENDERER ON WITHDRAWAL OF TENDER

(a) If the Tenderer(s) fails to execute the agreement / to perform the obligations under the tender conditions / commits default in the performance of the contract, such Tenderers will be blacklisted for a period of 2 years by BPPI from the date of observing the defect besides forfeiture of Security deposit.

BLACKLISTING FOR QUALITY FAILURE

20.2.1. Quality Test by the Empanelled Laboratories of BPPI

a. Each and every batch of Drugs/itemss shall be subjected to quality test by the Empanelled laboratories.

b. The samples collected from each batch of supply of the each drugs will be sent to the empanelled testing laboratories for testing the quality of drugs. In addition to the above BPPI shall also draw the samples of products supplied in the market place and get the same tested, to make sure the products are conforming to quality requirements.

c. If such sample passes quality test in all respects, BPPI will instruct its Warehouse to release such items of drugs.

d. If the sample fails in quality test and report is received certifying that sample is "NOT OF STANDARD QUALITY" then supplies will be rejected & no no further procurement of that drug from the supplier for two years from the date of sample being declared not of standard quality.If the supplier challenges and request for re- testing, the rejected supply shall be tested in two labs simultaneously at the cost of supplier. The cost testing shall be recovered from the supplier.

(i) If such sample passes the quality test in both laboratories, the drugs representing the sample shall be qualified for issue to various Institutions.

(ii) If the sample passes in one laboratory and fails in other laboratory or fails in both laboratories, the supply shall be rejected. No further procurement of said drug shall be made from such supplier.

(iii) If **3** batches of item/drug supplied by the same supplier is reported to NOT OF STANDARD QUALITY in specification, then the firm shall be blacklisted for 2 years after observing procedure laid down in Para 20.2.3 besides forfeiture of Security Deposit.

20.2.2 Quality Test by Statutory Authorities:

(a) If any drug is declared "NOT OF STANDARD QUALITY", by any government agencies or drug licensing authority, the issue of available stock of the particular item will be stopped. Further, the available stock of the product in hospitals/JAS will be retrieved.

(b) If any batch of any product(s) supplied by the company/firm declared, NOT OF STANDARD QUALITY in specification as defined in the Drugs and Cosmetics Act, 1940, by the Government Authorities during the relevant tender period or during quality check within shelf life period, the company/firm shall be blacklisted for a period of 2 **years from the date of blacklisting** after observing procedure laid down in Para 20.2.3.

20.2.3 Procedure for Blacklisting:

(i) On receipt of complaint from Distributer/retailers/customers or report from Govt. Analyst/Drug Testing Laboratory indicating that a particular Item/Drug is "**NOT OF STANDARD QUALITY/ ADULTERATED/ SPURIOUS" (**As the case may be), a show cause notice shall be issued to the supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, the CEO, BPPI may take appropriate action on merits of the case and impose penalty including the blacklisting of the item of the product/company or firm as deemed fit besides forfeiture of Security deposit.

(ii) If a particular item of the drug has been blacklisted according to the procedure stated above, the supplier is not eligible to participate in any of the tenders for that particular item floated by the BPPI until the period of blacklisting is over.

(iii) If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the BPPI until the period of blacklisting is over.

20.3 BLACKLISTING FOR NON-SUPPLY:

Due to non supply of item against any purchase order, 5 % value of purchase order shall be recovered from the supplier in addition of other penal like risk purchase. In case of repeated circumstances of non supply of items i.e. 3 times , the supplier may be blacklisted for 2 years in addition of forfeiture of security deposit/ EMD and other penal action.

21. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against the Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.

22. RESOLUTION OF DISPUTES

(i) The BPPI and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract,

ARBITRATION AND JURISDICTION

Normally, there should not be any scope of dispute between theBPPI and the supplier after entering into a mutually agreed valid contract/agreement.

However, due to various unforeseen reasons, problems may arise during the progress of the contract/agreement leading to disagreement BPPI and the supplier shall first try to resolve the same amicably by mutual Consultation. If the parties fail to resolve the dispute by such mutual consultation within twenty-one days, then, depending on the position of the case, either the BPPI or the supplier shall give notice to other party of its intension to commence Arbitration procedure as per Indian Arbitration and Conciliation Act, 1996. Such disputes/differences shall be referred to Sole Arbitrator to be appointed by the President/ CEO of BPPI. The venue of Arbitration Shall be at New Delhi. The award published by the Arbitrator shall be final and binding on the parties.

23. APPEAL:

(i) Any Tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India within ten days from the date of receipt of

order and the Department of Pharmaceuticals, Ministry of Chemical and Fertilizer, Government of India shall dispose the appeal within fifteen days from the date of receipt of such appeal.

(ii) No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the BPPI.

24. CONTACTING THE BPPI BY THE BIDDER:

(i) No bidder shall contact the *BPPI* on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

(ii) Any effort by a bidder to influence the *BPPI* in the *Purchaser*'s bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.

(ii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Scrutiny Committee, shall be sufficient reason to disqualify the bidder.

(iv) Not withstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

25. FRAUDULENT AND CORRUPT PRACTICES:

(1)For bidders:

It is purchaser's policy to ensure that suppliers and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. (*In this context, any action taken by a bidder, supplier, contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper)* In pursuance of this policy, the purchaser;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party (*"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes staff and employees of other organizations taking or reviewing procurement decisions.*

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (*a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution).*

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level]*.

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (*a "party" refers to a participant in the procurement process or contract execution).*

(v) "obstructive practice" is (a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause (e) below.

(b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(d) will sanction a firm or individual, including declaring in eligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

(2) For suppliers:

If the BPPI determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the BPPI may, after giving 7 days notice to the Supplier, terminate the Supplier's engagement under the Contract and cancel the contract, and the procurement will be made at the risk and cost of the supplier besides blacklisting the bidder for 5 years with forfeiture of Security Deposit apart from other penal actions.

(a) For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or (bb)acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for.

26. JURISDICTION

In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Civil Court within the city of Delhi only.

ANNEXURE-I

{ Clause 4.1(b)(i)}

MANUFACTURER'S AGREEMENT WITH MARKETER

To
The CEO
Bureau of Pharma PSUsof India,

IDPL corporate office Complex, Old Delhi-Gurgaon Road,
Dundahera, Gurgaon- 122016 (Haryana) ,

Dear Sir,

1. We ---------- who are established and reputable manufacturer of Drugs having factory/factories at ----------and hereby declare that we do not market our products. Therefore, we authorize M/S ---------- (Name and address) to bid, negotiate and contract with your tender No. BPPI/Drug & allied items-046/2017 dated 22/12/2016 for supply of drugs manufactured by us.

2. No company of the firm or individual other than M/S ---------- authorised to bid, negotiate and conclude the contract in regard to this business against this specific tender as also for a business in the entire territory of India.

3. This agreement is valid from ----------to ----------(This period will be the date of opening tender till valid one year shelf life of the drugs or period of contract/ price agreement whichever is more.

4. The ex-factory cost of the Drugs being quoted will be provided by us whenever called for. We also undertake that we will not quote a price higher than supplied to any institute in last 6 months. In case our submission is found wrong, we undertake to be liable for punitive action in the form of recovery of excess amount/ withholding of payment/ any other action as deemed appropriate by department.

5. An marketing commission of----------% is included in the gross ex-works price is applicable of

M/s----------

6. We hereby extend our full guarantee and warrantee as per relevant conditions of contract for the goods offered for supply against this invitation for bid by the above firm. In the event of failure by authorized marketer in honoring the contract, we undertake to provide remedial action at the earliest without any additional charges.

7. Our other responsibilities include.

i. Provision of requisite inspection and testing facilities at our works in respect of supply order placed on our agent.

ii. ----------

{Here specify in detail manufacturers responsibilities]

The services to be rendered by the marketer, M/s----------are as under:-

i. ----------

ii. ----------

{Here specify the services to be rendered by the agent}

8. We certify that neither we, nor our agent is blacklisted/ debarred/de-registered/banned by any Govt. agency.

9. We jointly agree to abide by the following clauses in the contract:

a) Penalty for use of undue influence.
b) Access to books of accounts.

10. We undertake that CST/ VAT registration number, Permanent Account Number (PAN), last three years Bank Statement of Accounts, Banker details of our authorized agent/ distributor will be provided as and when demanded by the department.

Yours faithfully,

(Name, Signature & Stamp)	(Name, Signature & Stamp)
(Name of Authorized Marketer)	(Name of Manufacturer)
Date:	Date:

NOTE: THIS LETTER OF AUTHORIZATION SHOULD BE ON THE ORIGINAL LETTER HEAD OF THE MANUFACTURING CONCERN AND SHOULD BE INK SIGNED BY BOTH THE ORIGINAL MANUFACTURERE & THE AUTHORIZED MARKETER, BY A PERSON WHO IS COMPETENT AND HAVING THE POWER OF ATTORNEY TO BID THE MANUFCTURER, A COPY OF NOTARIZED POWER OF ATTORNEY SHOULD ALSO BE FURNISHED, NAME, SIGNATURE AND OFFICAL STAMP OF MANUFACTURER AND MARKETER TO BE APPENDED.

ANNEXURE –II Ref. Clause No. 4.1(b)(ii)

DECLARATION

(NOTE:-In case Bid is submitted by the Marketer, this declaration is to be signed by Marketer as well as Manufacturer)

I/We M/s. …… represented by its Proprietor/Managing Partner /Managing Director having its registered office at …….....and its factory premises at ……
……do hereby declare as under:-

(I) that I/we have carefully read all the terms and conditions of tender in ref. no. **BPPI/Drug & allied items-046/2017 dated 22/12/2016** including Amendment(s) to Tender document (if any) issued by Bureau of pharma public sector undertakings of INDIA, GURGAON, 122016 and accept unconditionally all terms and condition of tender document including Amendment(s) to Tender document (if any).

(II) that I/We are holding and have submitted (a) valid drug license for quoted drugs,(b) valid WHO-GMP certificate /GMP certificate as per schedule 'M'**(Strike which is not applicable)**, (c) 2 years market standing certificate for quoted products issued by licensing authority for quoted drugs (for drug items)/ C.A. or ICWA, (d) a certificate manufactured & marketed two batches within 3 years issued by C.A.or ICWA for quoted drugs and allied items, (e) valid non conviction certificate not older than 6 months(for drug items),(f) Valid Import license (If applicable) and also enclosed all undertaking/declaration as per Annexure mentioned in the tender document.On the basis of such undertaking, the price bid shall be opened within a week after opening of technical bid. However, any document submitted with technical bid is not complying as per undertaking, the contract shall be cancelled with forfeiture of EMD/SECURITY DEPOSIT/Bank guarantee against tender no. **BPPI/Drug & allied items-046/2016 dated 22/12/2016** along with other action**.**

(III) I/We declare that we possess the valid drug manufacturing licence and WHO-GMP(World Health Organisation-Good Manufacturing Practices) Certificate/GMP certificate as per schedule 'M'**(Strike which is not applicable)** issued by competent authority and complies and continue to comply with the condition lied in schedule M of Drug & cosmetic act, 1940 the rules made there under.

I am / We are aware of the Tender inviting Authority's right to forfeit the Earnest Money Deposit and /or Security Deposit and blacklist me/us for a period of 5 years if,any information furnished by us proved to be false at time the of inspection and not complying the condition as per schedule M of the said Act for a period of five years.

(IV) (a) Only for drugs/items to be supplied in BPPI logo and packing,I do hereby declare that I will supply the drug as per the design as per enclosures to ANNEXURE X enclosed with tender document as well as other instruction given in this regard.

(b) Further, I / we do hereby declared that I will supply the drugs by affixing logo on Primary/Secondary/ Tertiary packing for the imported items/items to be supplied in own packing along with the generic name as per the designs given in enclosures to Annexure X A as well as other instructions given in this regard.

(V) that in pursuant to the conditions in Clause No. 7.2 of the tender, the Earnest Money Deposit can be forfeited by the Tender Inviting Authority in case of violation of any of the conditions and non-performance of the obligation under tender document.

(VI) that our company/applied items have not been blacklisted/debarred/de-registered/banned due to quality failure of the drugs supplied either by any State government or Central Government Organization or its drug procurement agencies for the following products quoted in the tender at the time of submission of bid. Further, quoted drugs have not been failed in house testing or testing by any State Government/Central Government / its Drug procurement agencies during last three years. We are eligible to participate in the tender ref. No. **BPPI/Drug & allied items-046/2017 dated 22/12/2016** for the following products:-

S. No.	Item No. of tender	Generic Name of the Drug and allied items

Signed.....

Name

Designation

(Company Seal)

Witness:-(1).....

(2).....

To be attested by the Notary

ANNEXURE-III

Ref. Clause No. 7 & 3(ii)

DETAILS OF E.M.D SUBMITTED

ATTACH DEMAND DRAFT/ PAY ORDER/BANK GURANTEE

ANNEXURE-IV A

For drugs/items to be supplied in BPPI packing & logo

Ref. clause 4.1 (0)

LIST OF ITEMS QUOTED

Sl.No.	Details	
1.	Name of the firm and address (As given in Drug licence)	
2.	Drug Licence No. in form 25 & 28 Or import Licence No.	
3.	Date of issue & validity	
4.	WHO-GMP(World Health Organisation-Good Manufacturing Practices) Certificate/GMP certificate as per schedule 'M'**(Strike which is not applicable)** obtained on	
5.	Non-conviction Certificate Obtained on	
6.	Market standing Certificate Obtained on	
7.	Details of Endorsement for all products quoted :	

Sl.No.	Item no. tender document	Generic Name of the Drug and allied items	Dosage Form	Strength	Unit Size	Pack Size	Minimum order size in Unit	Whether drug is under patent(YES/NO)
1.								
2.								
3.								
4.								
5.								
6.								

Authorised signatory:
Date:

ANNEXURE-IV B

(For drugs/items to be supplied in manufacturer's packing with sticker/stamp for BPPI Logo & BPPI PRICE)

Ref. clause 4.1 (0)

LIST OF ITEMS QUOTED

Sl.No.	Details	
1.	Name of the firm and address (As given in Drug licence)	
2.	Drug Licence No. in form 25 & 28 Or import Licence No.	
3.	Date of issue & validity	
4.	WHO-GMP(World Health Organisation-Good Manufacturing Practices) Certificate/GMP certificate as per schedule 'M'**(Strike which is not applicable)** obtained on	
5.	Non-conviction Certificate Obtained on	
6.	Market standing Certificate Obtained on	
7.	Details of Endorsement for all products quoted :	

S.N..	Item no. tender document	Generic Name of the Drug and allied items	Dosage Form	Strength	Unit Size	Pack Size	Minimum order size in Unit	Min.Delivery Period	Minimum period to supply the products to BPPI from the date of manufacturing	Whether drug is under patent (YES/NO)
1.										
2.										
3.										
4.										
5.										
6.										

Authorised signatory:
Date:

\

ANNEXURE – V

Ref. Clause 4.1 (p)

CHECK-LIST

COVER – A

S.No.	Check List	Page no	YES	NO
1.	Checklist - ANNEXURE – V			
2.	EMD Rs.100,000/- in the form of DD/Banker's Cheque/Bank Guarantee shall be kept in an Envelope as per ANNEXURE-III DD/Banker's Cheque /B.G. No……Dated……..issued by …….(name of bank) NSIC certificate for exemption if any.			
3.	Documentary evidence for the constitutions of the company / concern			
4.	Duly attested photocopy of License for the Product duly approved by the Licensing Authority for each and every product quoted			
5.	Duly attested photocopy of Import License, if Imported and whole sale Drug license			
6.	The instruments such as power of attorney, Resolution of board etc.,			
7.	Copies of audited balance sheet of last 3 years.			
8.	Authorization letter nominating a responsible Person of the tenderer to transact the business with the Tender inviting Authority			
9.	Market Standing Certificate issued by the Licensing Authority for drugs & allied items.			
10.	Copy of documentary evidence for patented drugs drugs & allied item.			
11.	Market Standing Certificate issued by C.A.or ICWA for non drug item.			
12.	A certificate from their C.A.or ICWA that manufactured at least 2 commercial batch in last three years.			
!3	A certificate from their C.A.or ICWA that manufactured at least 2 commercial batch in last three years.			
14.	WHO Certificate if any			
15.	Non Conviction Certificate issued by the licensing authority			
16.	Good Manufacturing Practices Certificate			
17.	Latest Sales Tax Clearance Certificate/returns filed.			
18.	Latest income tax assessment orders/returns filed.			
15.	Copy of sale license in case of Marketer			

16.	ANNEXURE-I (Agreement with Manufacturer) if any **.**			
17.	ANNEXURE –II (Declaration for eligibility in participating the tender)**.**			
18.	ANNEXURE – IV A (List of Items quoted without rates).			
19.	ANNEXURE – IV B (List of Items quoted without rates).			
20.	ANNEXURE—XII (Mandate form)			

Cover "B"

S.No.	Check List	YES	NO
1.	ANNEXURE VIII A duly filled		
2.	ANNEXURE VIII B duly filled		

Name and signature of authorised signatory (with company seal) ……..

ANNEXURE –VI(Ref:-Clause 7.1)

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas …… (hereinafter called the

"tenderer") has submitted their offer dated…… for the supply

Of Drugs (hereinafter called the "tender") against the purchaser's tender enquiry No. BBPI/DRUG& allied items-046/2016 KNOW ALL MEN by these presents that WE …… of …….. having our registered office at ……. are bound unto Bureau of Pharma Public Sector Undertakings of India Gurgaon/Delhi(hereinafter called the "Purchaser) in the sum of Rs. One lakh only for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this…… day of ……..201..

THE CONDITIONS OF THIS OBLIGATION ARE:

(1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to 30.11.2017 and any demand in respect thereof should reach the Bank not later than the above date.

……

(Signature of the authorized officer of the Bank)

…… ……

Name and designation of the officer

……

Seal, name & address of the Bank and address of the Branch

ANNEXURE -VII

Clause 8.1

Bureau of Pharma Public Sector Undertakings of India, Gurgaon
Tender for supply of drugs (Tender No. BPPI/DRUG& ALLIED ITEMS-046/2016 Dtd. 22/12/2016)

Sl. No.	Generic Name of Drugs & allied items
1	Mitotane
2	Axitinib
3	Afatinib Dimaleate
4	Aflibercept
5	Aminoglutethimide
6	Azacitidine
7	BEVACEZUMAB
8	Cabazitaxel
9	Cetitinib
10	Cetuximab
11	Clostridium Botulinum Type-A Toxin Haemagglutinin Complex
12	Crizotinib
13	Daclatasavir
14	Dexrazoxane
15	Dextranomer
16	Dimethyl Fumarate
17	Docetaxel Lipid Suspension (Nanosomal)
18	Enzalutamide
19	ETANERCEPT
20	Golimumab
21	INFLIXIMAB RECOMBINANT
22	Interferon
23	INTERFERON BETA 1A
24	Itolizumab
25	Liposomal Amphotericin B
26	METHYLPHENIDATE
27	Nivolumab
28	Non Pegyleated Liposomal Doxyrubicin Hydrochloride
29	Octreotide LAR 30
30	Ofatumumab
31	Panitumumab
32	PEGFILGRASTIM
33	Pertuzumab
34	Posaconazole
35	RANIBIZUMAB

36	Regorafenib
37	Ruxolitinib
38	Sargramostin
39	Sofobuvir + Ledipasvir
40	Topotecan
41	TRASTUZUMAB
42	ABATACEPT
43	ABIRATERONE ACETATE
44	Adalimumab
45	AHF IX
46	AHF VIII
47	ALBUMIN BOUND PACLITAXEL
48	ANTITHYMOSYTE
49	ATAZANAVIR
50	BENDAMUSTINE
51	Bevacizumab
52	BICALUTAMIDE
53	BUPRENORPHINE
54	CARBOPLATIN
55	CHLORAMBUCIL
56	CICLOSPORIN OPTHALMIC EMULSION
57	CILNIDIPINE
58	CINACALCET
59	CYCLOSPORIN
60	DABIGATRAN
61	DARBEPOIETIN
62	DARUNAVIR
63	DASATANIB
64	DECITABINE
65	DEFERASIROX
66	DEGARELIX
67	DENOSUMAB
68	DESFERIOXAMINE
69	DEXLANSOPRAZOLE
70	DIVALPROX SODIUM
71	DOCETAXEL
72	DULOXETINE
73	ELTROMBOPAG OLAMINE
74	ELVITEGRAVIR
75	EMTRICITABINE/RILPIVIRINE/TENOFOVIR DISOPROXIL FUMARATE
76	EMTRICITABINE/TENOFOVIR/EFAVIRENZ
77	Entanercept
78	ENTECAVIR
79	EPLERENONE

80	EPOETIN ALFA
81	ERIBLIN
82	ERLOTINIB
83	ESTRAMUSTINE
84	ESZOPICLONE
85	EVEROLIMUS
86	EXEMESTANE
87	EZETIMIBE
88	FENTANYL TRANSDE PATCH
89	FINGOLIMOD
90	FULVESTRANT
91	GEFITINIB
92	Glatiramer
93	GOSERELIN ACETATE
94	HYALURONIC ACID
95	HYLAN GF 20
96	Infliximab
97	INFLIXIMAB RECOMBINANT
98	Insulin aspart
99	Insulin Detemir
100	Insulin Glargine
101	Insulin Lispro
102	Insulin, r DNA
103	IRINOTECAN HCl
104	IVABRADINE
105	IVIG
106	LAPATINIB
107	LEUPROLIDE ACETATE
108	LINAGLIPTIN
109	LINAGLIPTIN+METFORMIN
110	LIPOSOMAL DOXORUBICIN
111	Liraglutide
112	LISDEXAMFETAMINE
113	MEMANTINE
114	Epoetin beta-methoxy polyethylene glycol
115	NATALIZUMAB
116	NILOTONIB
117	NILUTAMIDE
118	NIMOTUZUMAB
119	OMALIZUMAB
120	OMLIZUMAB
121	OSELTAMIVIR
122	OXYCODONE
123	PALIVIZUMAB
124	PAROXETINE

125	PAZOPANIB
126	PEG INT ALFA 2B
127	PEGFILGRASTIM
128	Pemetrexed
129	RALOXIFENE
130	RALTEGRAVIR
131	RANIBIZUMAB
132	RECOM INTER BETA 1A
133	REPAGLINIDE
134	RITUXIMAB
135	RIVAROXABAN
136	RIVASTIGMINE
137	SAXAGLIPTIN
138	SAXAGLIPTIN+METFORMIN
139	SEVELAMER
140	Sitagliptin+Metformin
141	SOFOSBUVIR
142	SOLIFENACIN
143	SOMATROPIN
144	SORAFENIB
145	SUNITINIB MALATE
146	TACROLIMUS
147	TELAPREVIR
148	TEMOZOLOMIDE
149	TENOFOVIR/EMTRICITABINE
150	TERIPARATIDE
151	TESTOSTERONE GEL
152	THYROTROPIN ALFA
153	TIOTROPIUM BROMIDE
154	TOCILIZUMAB
155	TRABECTEDIN
156	TRASTUZUMAB
157	TRIPTORELINE
158	USTEEKINUMAB
159	VALGANCICLOVIR
160	VILDAGLIPTIN
161	VILDAGLIPTIN +METFORMIN
162	VINORLEBINE
163	VORICONAZOLE
164	ZOLLEDRONIC ACID
165	HEPATITIS A Vaccine
166	Hepatitis B (Recombinant)
167	HEPATITIS IMMUNOGLOBULIN
168	HPV Vaccine for Cervical Cancers

169	INFLUENZA VACCINE
170	Influenza H1N1 Vaccine for Swine Flu
171	ROTAVIRUS VACCINE
172	VACCINE for Chicken Pox
173	Yellow fever vaccine
174	Hib Vaccine
175	Meningococcal Vaccine(formaldehyde, sodium phosphate buffered isotonic sodium chloride solution)
176	Typoid Vaccine
177	Pneumococcal Vaccine
178	Anti-Snake Sera
179	Essential Amino acids Infusion 1000 ml
180	Non- Essential Amino acids Infusion 1000 ml
181	Intra lipid Solution for IV
182	Amino acid Solution FOR IV
183	Plasma Expander
184	Rapid Diagnostic HCG Pregnancy test kit
185	RDT Kits for Malaria
186	Urine Sugar Check up Strips
187	Dialysis Kit
188	RDT Kits for Kala Azar
189	Glucometer test strip
190	Glucometer Digital
191	Digital Weighing Scale
192	Clinical Thermometer Digital
193	B.P. apparatus digital
194	Finger Pulse Oximeter
195	Nebulization Machine
196	Disposable Nebulizer Kit
197	NEBULIZER MASK
198	Electrical Needle & Syringe Destroyer

ANNEXURE-VIII A (PRICE BID)

For drugs/items to be supplied in BPPI packing & logo

Ref. clause 5.1

RATE OF ITEMS QUOTED

S.N.	**Item No. of Tender**	Generic Name of the Drug and allied items	**Unit Size**	**Rate per unit size Landed Price inclusive of Packing & forwarding charges, freight, delivery and Insurance but exclusive of CST/VAT and Central Excise duty in ₹)**	**Rate of CST in % against form 'C'**	**Cen. Excise duty as applicable (Yes/No)**	**Rate of VAT in % for supply is from Haryana**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

ANNEXURE-VIII B (PRICE BID)

(For drugs/items to be supplied in manufacturer's packing with sticker/stamp for BPPI Logo & BPPI PRICE)

Ref. clause 5.1

RATE OF ITEMS QUOTED

S.N.	**Item No. of Tender**	Generic Name of the Drug and allied items	**Unit Size**	**Own MRP in Rs. Per Unit Size.**	**Rate offered per unit Size but exclusive of CST with form C/VAT in ₹)**	**Rate of CST in % against form 'C'**	**Total rate offered per unit size inclusive of CST with form C but exclusive of VAT in ₹)(6+7)**	**Rate of VAT in % for supply is from Haryana**
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

ANNEXURE -IX

Ref. Clause No.10.1

Performance Security Bank Guarantee

(unconditional)

To: Bureau of Pharma Public Sector Undertakings of India, (Name of purchaser) IDPL Complex, Old-Delhi-Gurgaon Road, Dundehera, Gurgaon 122016 (Haryana)

WHEREAS……(Name of the Supplier) herein called "the Supplier" has undertaken, in pursuance of Tender **BPPI/DRUG & ALLIED ITEMS-046/2016 Dtd. 22-12-2016** to supply of **Drugs for the year 2017-18,** (Description of Goods and Services) hereinafter called "the Contract".

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of …….(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument., any sum or sums within the limit of ……..(Amount of the Guarantee in Words and Figures) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the …….day of……2019.

Signature and Seal of Guarantors

……

……

……

Date……..2016

Address……

……

ANNEXURE -X

Ref. Clause no 13

DECLARATION

I do hereby declare that I will supply the drug and medicines as per the design in enclosures to this Annexure as well as other instruction given in this regard.

Signature of the Tenderer

Name

Designation

(Company Seal)

ANNEXURE –X(A)

Ref. Clause No. 13

UNDERTAKING

I / we do hereby declared that I will supply the drugs and medicine by affixing logo on Primary/Secondary/ Tertiary packing for the imported items along with the generic name as per the designs given in enclosures to this annexure as well as other instructions given in this regard.

Signature of the Tenderer

(Name in capital letter with designation)

Enclosure–1 to ANNEXURE -X AND X A

Ref. Clause No. 13

DESIGN FOR: Foil / blister of tablet and capsule

1. **Text Matter Printing on** Foil /Blister should be in minimum two colour i.e. Black & red. **However, colour and design of PMBJP(Pradhan Mantri Bhartiya Janaushadhi Pariyojana) logogram in standard colour from at as per approval at the time of ART WORK approval before supply should be as given below**.
2. PMBJP Logogram should be placed along with the address as given below
3. BPPI helpline number 1800 180 8080 should be printed
4. Font type should in CALIBIRI format for any type of title name of generic medicines
5. Title name of generic medicine should be minimum 12 font size and it may increase respectively according to size of label.
6. "Bureau of Pharma PSUs of India" should be running text only and should not be prominent.

Manufactured for :

प्रधानमंत्री भारतीय जन औषधि परियोजना

Bureau of Pharma PSUs of India

IDPL Plant complex, Dundahera , Gurgaon 122016 (Haryana)

BPPI helpline number 1800 180 8080

Or

Manufactured for :

प्रधानमंत्री भारतीय जन औषधि परियोजना

Bureau of Pharma PSUs of India

IDPL Plant complex , Dundahera , Gurgaon 122016 (Haryana)

BPPI helpline number 1800 180 8080

1. Pradhan Mantri Bharitya Janaushadhi Priyojana should be printed in Hindi at side of strips.

Enclosure – 2 to ANNEXURE –X &ANNEXURE –X(A)

Ref. Clause No. 13

1. **Design for injection for primary packing**

a) Vial (5ml or more) should be supplied with the following PMBJP logogram **as per approval at the time of ART WORK approval before supply** as under:

b) BPPI helpline number 1800 180 8080 should be printed

c) Font type should in CALIBIRI format for any type of title name of generic medicines

d) Title name of generic medicine should be minimum 12 font size and it may increase respectively according to size of label.

e) "Bureau of Pharma PSUs of India" should be running text only and should not be prominent.

प्रधानमंत्री भारतीय जन औषधि परियोजना

Manufactured for :
Bureau of Pharma PSUs of India
IDPL Plant complex , Dundahera , Gurgaon 122016 (Haryana)
BPPI helpline number 1800 180 8080

b) Ampoules or Vials less than 5 ml for primary packing

(i) Injection in ampoule or vial (less than 5 ml) should be supplied with PMBJP logogram **as per approval at the time of ART WORK approval before supply** as under (colour should be black)

(ii) BPPI helpline number 1800 180 8080 should be printed

(iii) Font type should in CALIBIRI format for any type of title name of generic medicines

(iv) Title name of generic medicine should be minimum 12 font size and it may increase respectively according to size of label.

(v) "Bureau of Pharma PSUs of India" should be running text only and should not be prominent.

Manufactured for :

प्रधानमंत्री भारतीय जन औषधि परियोजना

Bureau of Pharma PSUs of India

IDPL Plant complex , Dundahera , Gurgaon 122016 (Haryana)

BPPI helpline number 1800 180 8080

(vi) LIQUID:

a) Liquid preparation should by supply with pilfer proof ROPP cap.

b) Bottle cap should not bear the manufacturer's logogram

c) Bottle label should bear PMBJP logogram **as per approval at the time of ART WORK approval before supply** as below:

d) BPPI helpline number 1800 180 8080 should be printed

e) "Bureau of Pharma PSUs of India" should be running text only and should not be prominent

f) Font type should in CALIBIRI format for any type of title name of generic medicines

g) Title name of generic medicine should be minimum 12 font size and it may increase respectively according to size of label.

प्रधानमंत्री भारतीय जन औषधि परियोजना

Manufactured for :

Bureau of Pharma PSUs of India

IDPL Plant complex , Dundahera , Gurgaon 122016 (Haryana)

BPPI helpline number 1800 180 8080

3. OINTMENTS / CREAMS

a) Ointment / Cream /Gel /Glass Jar should bear JANASHADHI or PMJAY logogram **as per approval at the time of ART WORK approval before supply** as below:

Manufactured for :

प्रधानमंत्री भारतीय जन औषधि परियोजना

Bureau of Pharma PSUs of India

IDPL Plant complex, Dundahera , Gurgaon 122016 (Haryana)

BPPI helpline number 1800 180 8080

b) BPPI helpline number 1800 180 8080 should be printed

c) Ointment / cream tube should be packed in mono carton (secondary packing) with PMBJP logogram **as per approval at the time of ART WORK approval before supply** as given below.

d**)** "Bureau of Pharma PSUs of India" should be running text only and should not be prominent

e) Font type should in CALIBIRI format for any type of title name of generic medicines

f) Title name of generic medicine should be minimum 12 font size and it may increase respectively according to size of label.

Enclosure 3 to ANNEXURE –X (A)

SPECIMEN LABEL FOR MONO CARTON (Secondary Packing)

Rx 10 X 10's
Tablets

Generic Name of Product

Manufactured for :
Bureau of Pharma PSUs of India
IDPL Plant complex , Dundahera , Gurgaon 122016 (Haryana)
BPPI helpline number 1800 180 8080

For Ampoules/vials :- All secondary packing box/carton should be supplied with printed text matter as per guidelines.

Note: An additional to statuary requirement under Drug & Cosmetic Act 1940 and rules 1945

ANNEXURE-XI

Ref. Clause No.14.1

SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES

GENERAL SPECIFICATIONS

1. Strips of Aluminum foils should be gauge 04.
2. Aluminum foils s back material for blisters should be gauge 025.
3. The rigid PVC used in blister packing should be of not less than 250 micron
4. All glass bottles should be new neutral glass. Pet bottles so accepted as per drug laws stipulation.
5. Ointments should be packed in lacquerized Aluminum Tubes or Lami tubes.
6. Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
7. Specification of outer cartons are as given in the Schedule (Annexure-XIV)
8. In case of any conflict between Carton specifications and packets per carton specification the specification of the packets / carton shall prevail.
9. All plastic containers should be made of virgin grade plastics
10. Injection in vials should have a flip-off seals.
11. The strips shall be aluminum strip / blisters with aluminum foil back.
12. The minimum diameters of each tablets should be of 6.4mm
13. The outer carton should be of white board with a minimum of 300 GSM with **Gloss laminated/UV Varnished** packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with white board of 350GSM.
14. All liquid oral preparations to be provided with a measuring plastic cup, fitted over the cap of the bottle.
15. All primary packaging should have BPPI toll free number 1800 180 8080

(Schedule)

1.	**CORRUGATED BOXES(Liquid)**
	1. No corrugate package should weigh more than 15 kgs (i.e. product + inner carton + corrugated box). 2. All Corrugated boxes should be of `A' grade paper i.e. Virgin. 3. All items should be packed only in first hand boxes only.
2.	**FLUTE**
	The corrugated boxes should be of narrow flute.
3.	**JOINT**

	Every box should be preferably single joint and not more than two joints.
4.	**STITCHING**
	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.	**FLAP**
	The flaps should uniformly meet but should not over lap each other. The flap when turned by 45 - 60◦ should not crack.
6.	**TAPE**
	Every box should be sealed with gum tape running along the top and lower opening.
7.	**CARRYSTRAP:** Every box should be strapped with two parallel nylon carry straps (they should intersect).
8.	**LABEL**
	The product label on the carton should be large at least 15 cms x 10 cms dimension. It should carry the correct technical name, strength of the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.
9.	**OTHERS**
	No box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION OF CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

(1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be 150 gsm and inside partition / lining should be 120 gsm.

(2) The box should be of 5 ply with bursting strength of 9 Kg / Cm2

III. SPECIFICATIONS OF CORRUGATED BOXES FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

(1) No corrugate box should weigh more than 7-8 Kgs.

(2) Every Ointment tube should be individually packed in carton and then packed in 20's in a grey board box, which may be packed in a corrugated box.

(3) Grammage: Outer box should be 150 gsm inside partition /

Lining should be 120gsm.

IV. SPECIFICATIONS OF CORRUGATED BOXESFOR INJECTABLE (IN VIALS AND AMPOULES)

(1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 kgs.

(2) C.B. for vials should be of 150 gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while CB. For ampoules should be of 150 gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.

(3) Bursting strength for CB boxes for

i. Vials : Note less than 13 Kg/Cm2

ii. Amp : Note less than 9 Kg/Cm2

(4) In the case of 10 ml Ampoules 100 or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.

(5) If the vial is packed in individual carton, there is no necessity for grey board box packing. The individual carton may be packed as such in the CB with center pad.

(6) In case of ampoules every grey board box should carry 5 amps. Cutters placed in a polythene bag.

(7) Vials of eye and ear drops should be packed in an individual carton with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box.

ANNEXURE -XII

Ref. clause 16.2

MANDATE FORM

Sl.No.	Details Required	
1.	**Company Name**	
2.	Postal Address of the Company	
	Telephone No.	
	Fax No.	
	E-mail ID	
	Alternate E-mail ID	
3.	Name of the Managing Director / Director / Manager	
	Mobile No. / Phone No	
	E-mail ID	
4.	Name and Designation of the authorized company official	Name:
		Designation:
	Mobile No.	
	E-mail ID	
5.	**Bank Details**	
	a) Name of the Bank	
	b) Branch Name & address	
	c) Branch Code No.	
	d) Branch Manager Mobile No.	
	e) Branch Telephone no	
	f) Branch E-mail ID	
	g) 9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank	
	h) IFSC Code of the Branch	
	i) Type of Account (Current / Savings)	
	j) Account Number (as appear in cheque book)	

(In lieu of the bank certificate to be obtained, please **attach the original cancelled cheque** issued by your bank for verification of the above particulars).

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all the reasons of incomplete or incorrect information, I would not hold Bureau of Pharma Public Sector Undertakings of India (BPPI) responsible.

I have read the conditions of the tender / agreement entered and agree to discharge the responsibility expected of me / from the company as a tenderer / successful tenderer.

Date: Company Seal Signature

Place: (Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Signature of the authorized official of the bank

Bank Seal with address:
