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S.No.....

**NOT TRANSFERABLE**



**TENDER NO. :- BPPI/SURGICAL -  
018/2015**

**TENDER FOR SUPPLY OF SURGICAL  
ITEMS**

**TO**

**Bureau of Pharma Public Sector Undertakings  
of India (BPPI)**

***LAST DATE FOR SUBMISSION OF TENDER : 02.04.2015 upto 12  
Noon***

**For the year 2015-17**



**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: 0124-4303751 / 4556756; Fax: 0124-230370; Website: [janaushadhi.gov.in](http://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: **0124-4556751/56**; Fax: **0124-2340370** Website: [janaushadhi.gov.in](http://janaushadhi.gov.in)

**TENDER FOR THE SUPPLY OF SURGICAL ITEMS TO**  
**BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF**  
**INDIA FOR THE YEAR 2015-2017**

Tender Reference : **BPPI/SURGICAL-018/2015**

**Dt. 04/03/2015**

Date of commencement of Sale of  
tender documents : 04/03/2015(Monday)

Last date for sale of tender  
documents : 01/04/2015

Time and date and place pre-bid  
meeting : **11:00 AM on- 17/03/2015**  
(Tuesday)

Bureau of Pharma Public Sector  
Undertakings of India,

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

Last date and time for receipt of tender documents : **02/04/2015 upto 12:00 Noon**

Time and date of opening of tender : **12:30 PM on 02/04/2015 (Thursday)**

Place of opening of tender : Bureau of Pharma Public Sector Undertakings of India,  
IDPL corporate office, IDPL Complex, Old-Delhi -Gurgaon Road, Dundahera, Gurgaon-122016 (Haryana)

**Cost of Tender Document Rs.1000/(inclusive of Tax)**

Contact Person for clarification if any: 1. Sh. K Chopra, Director.(Operations),

0124-4040759, M - 9711003043

Email: kchopra.bppi@gmail.com

2. Sh.Mahadev Agarwal,Manager (Regulatory),

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*Alternatively, the tender document can be downloaded from the website of BPPI: [janaushadhi.gov.in](http://janaushadhi.gov.in) and [pharmaceuticals.gov.in](http://pharmaceuticals.gov.in). However the cost of tender form needs to be paid by way of demand draft drawn in any nationalized bank in favor of “Bureau of Pharma public*

sector undertakings of India “payable at Gurgaon/Delhi along with tender document at the time of submission.

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**BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA**

**TENDER FOR THE SUPPLY OF SURGICAL ITEMS TO BUREAU OF PHARMA  
PUBLIC SECTOR UNDERTAKINGS OF INDIA**

**FOR THE YEAR 2015-17**

Jan Aushadhi Campaign was started in 2008 with key objective of procuring quality surgical items directly from the manufacturers and importers through open tenders system and make timely available at affordable prices for all, particularly the poor and disadvantaged, through specialized outlets called Jan Aushadhi Stores (JAS). In order to enable a focused and institutional approach to implement the Jan Aushadhi Campaign in particular, BPPI was established in December, 2008 under the Department of Pharmaceuticals, Government of India, with the support of all the CPSUs.

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.

After varied success in last five years and to give a new thrust to Jan Aushadhi Campaign, a New Business Plan has been worked out. It aims to extend the geographical coverage of the scheme, by opening more than 3000 stores during the 12<sup>th</sup> Plan Period. It is proposed to channelize efforts to popularize the scheme in a few selected states and ensure availability of the complete basket of medicines at affordable prices.

**Tender Inviting Authority** – Director (Operations), 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 Surgical items to BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, for the year 2015-2017.**

**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 **02/04/2015( Thursday)12:00 Noon** 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 2015-17.

(b) The bid shall be valid for a period of 120 days from the date of opening of Cover-A (Technical Bid). The shorter validity less than 120 days shall be ignored. 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. However, BPPI reserves the right to place purchase orders at the quoted rate till such period. The tenderer(s) are bound to accept orders at the rates quoted/accepted and within production capacity in the tender, irrespective of execution of agreement/finalization of price.

**Note:- LATE TENDER SHALL NOT BE CONSIDERED.**

## **2. ELIGIBILITY CRITERIA**

(a) Tenderer shall be a manufacturer having valid own manufacturing unit duly licensed by licensing authorities (for products covered under drugs and cosmetics act 1940). Distributors/Suppliers/Agents/loan licensees are not eligible to participate in the Tenders.

(b) Average Annual turnover of the tenderer in the last three years i.e. 2011-2012, 2012-2013 and 2013-14 shall not be less than **Rs. 2.0 Crores.**

(c) (i) Tenderer should at least have 3 years Market Standing as a manufacturer for each item quoted in the tender as manufacturer.

(ii) Tenderer should have obtained permission to manufacture the item quoted as per specification in the tender from the competent authority (for products covered under drugs and cosmetics act 1940).

(d) Tender should not be submitted for the product(s) for which the firm / company has been blacklisted/debarred by any State Government / Central Government / its Drug procurement agencies due to quality failure of the drugs *at the time of submission of tender documents (Annexure IV).*

(e) The Company/Firm which has been blacklisted/debarred by any State Government/Central Government / its Drug procurement agencies due to quality failure of the drugs supplied should not participate in the tender during the period of blacklisting/debarred *at the time of submission of tender documents.*



(f) During the validity of the tender if the firm / Company is blacklisted/debarred by any State Government / Central Government / its Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to BPPI by the tenderer firm/ company within one month.

(g) Tenderer are required to incorporate bar codes as per GS1 standards at various packaging levels (primary, secondary and tertiary) **Annexure XVI.**

**NOTE:- As per Ministry of MSME, Government of India instruction, Item at S.N. 1,2,3 i.e. Absorbent Cotton wool I.P. 75gm,200gm and 500gm respectively, Item at S.N. at 23 and 24 i.e. Surgical Gloves 16.50 cm(6.5 inch) and 17.80cm(7 inches) and Item at S.N. 26 i.e. Clinical thermometer of Annexure IX, XVIII & XIX are reserved for purchase from SSI Units Only. Tender from Other than SSI shall not be entertained.**

### **3. GENERAL CONDITIONS.**

(i) A complete set of tender documents may be purchased by any interested authorized person of tenderer by making an application in writing and upon payment of a non-refundable fee as indicated in the advertisement in the form of Demand draft drawn in favor of **BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA** payable at Gurgaon/Delhi.

(ii) Alternatively, the tender document can be downloaded from the websites [janaushadhi.gov.in](http://janaushadhi.gov.in) and [pharmaceuticals.gov.in](http://pharmaceuticals.gov.in). However the cost of tender form needs to be paid by way of demand draft drawn in any nationalized bank in favor of “Bureau of Pharma Public Sector Undertakings of India” payable at Gurgaon/Delhi along with the tender.

(iii) Tender document may be purchased from the office of Tender Inviting Authority between 10-00 AM to 5-00 PM on or before **01/04/2015** on all working days either in person or by post. Tender Inviting Authority will not be responsible in any way for postal delay. The complete set of tender (Cover A and Cover B) should be submitted on or before 12 Noon on **02.04.2015**. The pre-bid meeting for the tender on **17.03.2015 at 11.00 A.M.**

(iv) All tenders must be accompanied with Earnest Money Deposit as specified in Clause 7 of the Tender document unless exempted as mentioned clause 7.2.

(v) Tenders will be opened in the presence of Tenderers/authorized representatives who choose to attend on the specified date and time.

(vi) (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. All the prospective

Tenderers who have purchased the tender document will be notified of the amendment in writing and that will be binding on them. 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](http://janaushadhi.gov.in) and [pharmaceuticals.gov.in](http://pharmaceuticals.gov.in) for which BPPI will not issue any separate communication to them.

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

(b) 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 / Chartered Accountant to be furnished.

(c) The Tenderer should furnish self attested photocopy of valid Manufacturing Licence for the product, duly approved by the Licensing Authority (for products covered under drugs and cosmetics act) 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 competent authorities must be enclosed along with the validity certificate from state licencing authority (SLA)

(d) 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.

(e) Authorization letter nominating an officer of the Tenderer to transact the business with the BPPI to be furnished.

(f) Market Standing Certificate (MSC) issued by the state Licensing Authority as a Manufacturer for each product quoted in the tender for a minimum 3 years (Certificate should be enclosed with list of items).

(g) Performance statement of manufacture to establish market standing as per format in **Annexure-VII**

(h) Non-conviction Certificate issued by the licensing authority (for products covered under drugs and cosmetics act) of the State 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.

(i) Valid Good Manufacturing Practices Certificate (GMP) as per Schedule-‘M’ (for manufacturers only) (for products covered under drugs and cosmetics act) issued by the Licensing Authority. The Tenderer shall also furnish a notarized declaration in the format given in **Annexure- III** declaring that the Tenderer complies with the requirements of GMP (**as per Schedule-‘M’**).

(j) Valid ISI license for the quoted product if applicable.

(k) Annual turnover statement for 3 years i.e., 2011-12, 2012-13 and 2013-14 should be furnished in the format given in **Annexure-VIII** duly certified by the chartered Accountant.

(l) Copies of the Annual reports including the Balance Sheet and Profit and Loss Account for the last three years i.e. 2011-12, 2012-13 and 2013-14 duly certified by the Chartered Accountant.

(m) a. Sales Tax Clearance certificate as on 31.03.2014 (as per form attached in **Annexure-I**).  
b. Latest Income tax assessment orders/returns filed are to be attached.

(n) Undertaking (as in the proforma given in **Annexure-II**) for embossment of logo on the product under Clause 13 herein, notarized by the Notary Public.

(o) The details containing the name and address of the manufacturing premises where the items quoted are actually manufactured should be given as per the format in **Annexure-XIII** along with exact address of registered/Corporate office.

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

(q) List of item quoted ( Name and Code quoted should be furnished and **the rate of those items should not be indicated in the list**) , as shown in **ANNEXURE IV** should be given in duplicate.

(r) Tenderer should submit NSIC/SSI registration certificate if applicable

(s) A Checklist (Annexure- XVII) 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-XVII** 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.

(t) The tender document should be signed by the authorized official of the Tenderer in all pages with office seal.

(u) 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 Super scribed as "TECHNICAL BID - COVER "A" – TENDER FOR THE SUPPLY OF SURGICAL ITEMS TO BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA FOR THE YEAR 2015-2017 DUE ON **02/04/2015 AT** 12:00 NOON. AND ADDRESSED TO THE TENDER INVITING AUTHOURITY, BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA ,IDPL CORPORATE OFFICE, IDPL COMPLEX, OLD – DELHI- GURGAON ROAD, DUNDAHARA, GURGAON- 122016 (HARYANA).

4.3 Samples of products quoted in quantity as mentioned in annexure IX and clause 8.

Every bidder is required to submit identical units for each product as mentioned as mentioned in annexure.

## **5. PRICE BID - COVER "B"**

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

(i) Bid should be typewritten and every correction and interlineations in the bid should be attested 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) Each page of the price bid should be duly signed by the Tenderer affixing the office seal.

(iii) (a) The Tenderer shall fill in the rate in the **Annexure-XVIII** and **Annexure-XIX** in **tender document** for the items quoted.

(iv) **Determination of L1 bidder:** In determining the lowest evaluated price, the rate quoted per unit landed price as indicated in column No. 7 of the Annexure-**XVIII** shall be taken into consideration.

(v) The rate quoted in column 7 of **Annexure-XVIII** should be for a unit and for the given specification. **The rates quoted in paisa are to be in 2 digits.** The Tenderer is not permitted to change/alter specification or unit size given in the Annexure XVIII.

(vi) The Tenderer is required to furnish the break up details of landed price in **Annexure-XIX**.

(vii) The rate quoted in column 7 of **Annexure-XVIII** and in column 10 of **Annexure-XIX** should be one and the same.

(viii) The details of products rates and manufacturing capacity (for each item individually) given in **Annexure-XVIII** should be entered clearly given along with the tender.

**EXCISE DUTY-**

(ix) The tenderers must indicate the rate/quantum of Excise duty applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of Excise Duty. If a tenderer states that the Excise duty is NIL/EXEMPTED, he must intimate the basis for the same and also confirm that no Excise Duty will be charged by him under any circumstances.

(x) If a tenderer states that the Excise Duty is not applicable at present but will be charge extra if it becomes applicable at latter on, their prices shall be loaded by the normal rate of Excise duty for equitable comparison of prices. If however, the tenderer confirms that they shall not charge any Excise duty even if it becomes payable at a later date for whatever reasons, no loading of Excise Duty in such a case will be done.

(xi) In case, no information about excise duty is given, it will be taken as inclusive.

**ST/CST/VAT**

(xii) The tenderers must indicate the rate/quantum of CST/VAT applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of Excise Duty.

**5.2.** The Tenderers shall submit duly signed **Annexure-XVIII** and **Annexure- XIX** in a sealed cover Super scribed as **“PRICE BID COVER “B” –**

**TENDER FOR THE SUPPLY OF SURGICAL ITEMS TO BPPI FOR THE YEAR 2015-2017”.**

The "Cover-B" should also be addressed to 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)**

**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 Super scribed as

**“TENDER FOR THE SUPPLY OF SURGICAL ITEMS TO “BPPI” FOR THE YEAR 2015-2017 DUE ON 02/04/2015 AT 12.00 NOON** and addressed to the

**TENDER INVITING AUHORITY, BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS 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 12.00 Noon

## **6. OPENING OF COVER “A” AND COVER “B” OF TENDER**

**6.1** Only authorized official as indicated in Clause 4.1. (e) 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 and inspection, will only be invited to be present at the time of opening of Price Bid - Cover “B” of the tender. **Price bids will be opened for only those bidders, whose samples have been approved in inspection by technical committee.**

## **7. EARNEST MONEY DEPOSIT**

**7.1.** The Earnest Money Deposit referred to under Clause 3(iv) & 4.1(a), shall be **Rs. 50,000.** **The Earnest Money Deposit shall be paid in the form of Bankers Cheque or Demand Draft in favor of BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, payable at Gurgaon/Delhi(ANNEXURE V).**

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

(ii) The Earnest Money Deposit will be refunded to the successful bidders within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.

(iii) The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned within 7 days 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 agreement /undertaking within the period prescribed (**ANNEXURE VI**).

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

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

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

## **8. PRODUCTION OF SAMPLES**

The participating tenderer along with cover “A” shall furnish identical samples(number of units as mentioned in annexure) of every item tendered, free of cost. The items submitted as samples should be of the same specifications for which the tender has been quoted. Any deviation from this will result in rejection of the sample. The supplies should conform to the approved samples.

(a) The type and nature of test for clinical evaluation / through empanelled laboratories of the sample is the prerogative of the Tender Inviting Authority for final listing of the bidders for price bid opening.

(b) The samples of items described in the tender should be submitted and rate quoted as per clause 5 shall be for the sample furnished.

(c) The samples submitted should be tagged individually with a label in the format given below. The particulars on the tag should be furnished in indelible ink securely pasted to the sample.s terile items the label should be pasted in a manner such that sterility will not be lost.

### **MODEL LABEL**

<u>BPPI SURGICAL TENDER 018/2015</u>	
Code No	:
Name of item	:
No. of Unit submitted	:
Name of the Tenderer	:
Date	:

(d) The samples shall be submitted along with cover “A”. There will be “No deviation” from this clause under any circumstances.



- (e) The tenderer should submit, along with the samples, the list of sample items in the given Format in **Annexure-X** duly signed in triplicate.

## **9. OTHER CONDITIONS**

(i) The details of the required surgical items etc., are shown in **Annexure-IX**. *The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased* by the BPPI, at its discretion, depending on it is actual need. Though the tentative quantity is indicated in the agreement, the BPPI, will confirm the actual requirement then / there through purchase order/orders. The tenderers shall supply the items only on the basis of the purchase order issued by the BPPI. 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.

(ii) However, once the purchase order/orders is/are issued by the BPPI, the tenderer shall not renege from the commitment of supplying the quantity mentioned in the agreement / undertaking.

(iii) The rates quoted shall not be varied with the order quantity or the destination during the full contract period.

**9.2.** Tender has been called for in the generic name of item. The Tenderers should quote the rates for the generic products only. The composition, strength and packing of each product should be as per specifications given in **Annexure-IX**. Any variation, if found, will result in rejection of the tender.

**9.3.** Rates (inclusive of Customs duty, Excise duty, CST/VAT (Sales Tax) and transportation, insurance, **bar coding** and any incidental charges should be quoted for each of the required surgical item separately on door delivery basis according to the unit ordered. Tender for the supply of surgical item, 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.

**9.4.** Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

**9.5.** (i) The price quoted by the tenderers shall not, in any case exceed the 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) The price quoted by the tenderers shall not, in any case exceed net dealer price.

**9.6.** 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.

**9.7.** 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.

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

**9.9.** 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 during the currency of the contract.

**9.10.** The Tenderer should not influence the Inspection team in any manner including providing conveyance, accommodation, food etc., any effort may result in rejection of the tender without prejudice to other conditions.

**9.11** "MRP inclusive of all taxes" is to be printed on each unit/label. MRP will be intimated to successful bidders at the time of placing purchase orders.

## **10. ACCEPTANCE OF TENDER**

**10.1.** Evaluation of the tender and determination of the L1 rate (Lowest rate) will be done on the basis of rate per unit landed price as mentioned in column 6 -of **Annexure-XVIII** and column 7 of **Annexure-XIX**. As per Central Vigilance Commission guidelines, negotiations will be done with L1 bidder *if required*.

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

**10.3.** BPPI or its authorized representative(s) has 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.

**10.4.** The acceptance of the tenders will be communicated to the lowest /matched Tenderers in writing.

## **11. SECURITY DEPOSIT AND AGREEMENT**

### **11.1 Security Deposit:**

On being informed about the acceptance of the tender and at the time of signing the Agreement, the lowest/matched Tenderer shall pay the Security Deposit @ 5% of the value of order 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 3 months of the validity of the contract. The format of Bank Guarantee is at **Annexure-XII**.

**11.2.** The lowest Tenderer shall execute an agreement on a non- judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Tenderer) within 15 days from the date of the intimation from BPPI informing that his tender has been accepted. The Specimen form of agreement is available in **Annexure-XI**.

**11.3.** 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.

**11.4.** 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.

**11.5.** If the lowest Tenderer fails to execute the agreement and/or 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/debarring and other penal actions.

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

## **12. 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 rate (L1 Rate) arrived at is declared and that tenderer is informed. As per CVC guidelines, negotiation can be held only with the L1 tenderer if necessary.

(b) The Tenderer, who has been declared as lowest tenderer for certain item(s), shall execute necessary agreement for the supply of the tendered quantity of such item as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such Tenderer is eligible for the placement of Purchase Orders.

(c) 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 Tenderer's 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 ceiling of production capacity.

(d) In the case of purchase of goods where the quantity offered at the lowest price is less than the total quantity required, the BPPI may, after placing orders with the lowest evaluated Tenderer for the entire quantity offered by such Tenderer subject to his ability to supply, require all the other eligible Tenderers who participated in the tender and offered a price higher than that offered by the

lowest evaluated Tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated Tenderer, and thereafter place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.

(e) If the lowest supplier has failed to supply the required surgical items within the stipulated time or within the extended time, as the case may be, BPPI will cancel such purchase orders performance security will be forfeited . BPPI will place Purchase Orders with L2 (L3 if L2 also fails) or to the other tenderers., subject to the maximum production capacity, such Tenderer or other tenderers shall execute necessary agreement indicating the production capacity as specified in the Tender Document and deposit the required amount as Performance Security as the prior conditions to become eligible for placement of Purchase Orders for the item(s) quoted by them.

(f) The supplier shall supply of the surgical items required by BPPI at Central Ware House (CWH), Gurgaon within the stipulated period.

(g) The surgical items 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.

(h) The supplier shall supply the surgical 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.

(i) The supplier shall take utmost care in supplying the quality surgical items and ensure that the batch number mentioned in the packages of the surgical 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 surgical items is mentioned in the invoice.

(j) It is the duty of the supplier to supply surgical items at the CWH Gurgaon and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., logo, nomenclature, specification etc.,

(k) Subject to para (l) 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 surgical items supplied has

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

(l) Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier and here under, 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.

(m) BPPI reserves the right to place upto 50% additional purchase order of the quantities as contracted.

### **13. DELIVERY PERIOD AND SUPPLY CONDITIONS**

**13.1.** Purchase orders will be issued to the Tenderer(s) at the discretion of the BPPI as per actual requirements. All the supplies shall be made free delivery at the central warehouse at Gurgaon.

**13.2.** 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.

**13.3.** 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.

**13.4.** (a) For the first purchase order, the supplier must supply the ordered quantity CWH Gurgaon within 60 days from the date of Purchase Order.

(b) For Subsequent purchase orders, the supplier shall complete the supply within 45 days from the date of purchase order at the destinations mentioned in the purchase order.

(c) If the above day for 12(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) In case of Non- execution of the order, BPPI reserves the right to place purchase orders (partially/fully) on alternate source at the risk and cost of the default tenderer(s) without any notice/Information.

(e) If the Tenderer fails to execute the supply within the stipulated time, the BPPI is at liberty to make alternative arrangement for purchase of the items of surgical 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 19.

(f) The supplier may continue the supply of unexecuted quantity after 60th day in case of 13.4(a) above and 45<sup>th</sup> day in case of 13.4(b) above, however Liquidated Damages as specified in clause 19.1 and 19.2 of the tender conditions, will be levied on the quantity supplied after the 60<sup>th</sup> day and 45<sup>th</sup> day respectively. However no supplies will be normally accepted after 5 PM of 90<sup>th</sup> and 75<sup>th</sup> day respectively from the date of issue of the purchase order.

**13.5.** Supplier shall complete the earliest pending purchase order before commencing the supply of subsequent purchase orders.

**13.6.** The supplied Surgical Items should have the prescribed specifications throughout the shelf life period as prescribed in the standards and in relevant Pharmacopoeias. All other items of Surgical Items should have shelf life period as prescribed in drugs and cosmetics act 1940. Each batch of product (s) supplied should have ingredients of the high quality materials at the entry level to the CWH Gurgaon as prescribed in the official Pharmacopoeias or any other standards throughout its shelf life. Failure to comply with this condition may lead to rejection of items at discretion of BPPI.

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

**13.8.** Tenderer should supply the product with minimum 80% of shelf life remaining.

**13.9.** The order stands cancelled at the end of 90<sup>th</sup>/75<sup>th</sup> day from the issue of the purchase order after levying penalty on the value of unexecuted order as specified under Clause 18.3. Further, the Tenderer shall also be liable to pay other penalties as specified under Clauses 19. Security Deposit of such suppliers shall also be forfeited. However if such default occurs for 3 or more purchase orders penal action like blacklisting from participating in present and future tenders of BPPI shall be enforced by the BPPI

**13.10.** If at any time the Tenderer has, in the opinion of the BPPI delayed the supply of 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 surgical items 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.

**13.11.** 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.

**13.12** The supplier shall not be liable to pay LD/penalty and forfeiture of performance security for the delay in executing the contract on account of the extension of supply period granted on the ground of force majeure events.

#### **14. LOGOGRAMS**

Logogram means, wherever the context occurs, the design as specified in **Annexure-II & II(a)**.  
**The name of the item shall be mentioned in Hindi and English only.**

14.1. Tenders for the supply for Surgical Items etc., shall be considered only if the Tenderer gives an undertaking that the product(s) will be prepared as per the specifications such as strength, minimum size and packed with appropriate size of the packings and with the logogram of proportionate size either printed or embossed as per the design enclosed as per **Annexure-II and II (a)**.

14.2 All items have to be supplied in standard packing with printed logogram of proportionate size and shall also conform to all standards as applicable.

14.3 Failure to supply Surgical Items etc., with the printed logogram of proportionate size will be treated as breach of the terms of agreement/ violation of tender conditions and action will be taken to blacklist/DEBAR the product and/or fine will be deducted from the amount payable as per condition in Clause 18.5. However if such failure continues despite notice, will be viewed as a serious lapse. Tenderers who are not willing to agree to conditions above will be summarily rejected.

#### **15. PACKING**

15.1. The Surgical Items shall be supplied in the package specified in **Annexure-IX I** and the package shall carry the logograms of proportionate size specified in **Annexure-II**. Affixing of labels in smaller size will be treated as violation of tender conditions and fine



will be deducted from the amount payable as per condition in Clause 18.5

- 15.2. 2D Bar coding as per GS1 standard should be done on tertiary packing of the supplies as per the specifications given in **Annexure-XVI**.
- 15.3. It should be ensured that only first hand fresh packaging material of uniform size is used for packing.
- 15.4. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia /standards.
- 15.5. Packing should be able to prevent damage or deterioration during transit.
- 15.6. In the event of items 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 Surgical 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 supplier. In such cases the BPPI has every right to recover the cost and impose penalty as mentioned in Clause 18.5.

## **16. QUALITY TESTING**

- 16.1. Samples of supplies in each batch will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different laboratories as decided by the BPPI.,
- 16.2. The Surgical items shall have to maintain the standards at the prescribed level as indicated in official compendiums throughout the shelf life period. 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.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.
- 16.3. In the event of the samples of Surgical 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 Surgical 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 supplier and in such cases the BPPI, has every right to recover the cost and impose penalty as mentioned in Clause 19.
- 16.4. The supplier shall furnish evidence of the basis for expiration dating and other stability data concerning the commercial final package on request by the BPPI , In case of any adverse

report in the field, the B.M.R/B.P.R for the particular batch of the product(s) supplied shall be produced when demanded.

16.5. The products should conform to the standards of IP/BP/USP/EP/JP/BIS as the case may be. In case the product is not included in the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.

16.6. In case of admixture of items / mixing of various batches in the Primary / Secondary and/or Tertiary packing, such case will be treated as a violation of tender conditions **and action will be initiated** as per clause 19.3

## **17. PAYMENT PROVISIONS**

17.1. No advance payments towards costs of Surgical Items etc., will be made to the Tenderer.

**17.2.** Payments towards the supply of surgical items 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-XV**) to make the payment through RTGS/Core Banking/NEFT and the change of Bank Account during the validity of the tender will not be entertained normally.

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

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

**17.4 (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 60 days 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 after 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.

**17.5.** 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.

**17.6.(a)** In case of any increase or 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 surgical item 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 surgical items approved under the tender.

Any increase or decrease in taxes and statutory levies will be considered based on the notification issued by the Government.

(b) 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.

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

**18. HANDLING & TESTING CHARGES:**

**18.** In all supplies, 1.5% of the supply value shall be deducted towards handling & testing charges.

**19. LIQUIDATED DAMAGES AND OTHER PENALTIES:**

**19.1.** If the supply reaches the designated places or Central Warehouse between 5 PM of the 45<sup>th</sup> day and 5 PM of 75<sup>th</sup> day from the date of issue of the 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 45<sup>th</sup> day happens to be a holiday the supply will be accepted on the next working day without any penalty.

**19.2.** 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.

**19.3.** 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/debar 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.

**20. DEDUCTION & OTHER PENALTIES ON ACCOUNT OF QUALITY FAILURE:**

**20.1.** 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 receipt of the letter from the BPPI. Such stock shall be taken back at the expense of the Tenderer. The BPPI has the right to destroy such “NOT OF STANDARD QUALITY SURGICAL ITEMS” 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.

**20.2.** If any items of Surgical item 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 surgicals 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 surgical items from any amount payable to the Tenderer. On the basis of the nature of failure, action will be initiated to blacklist/debar the product/supplier.

**20.3.** For the supply of Adulterated/Spurious/Misbranded surgical items as defined in the Drugs and Cosmetics Act, 1940, to BPPI, the firm/company shall be blacklisted/debarred by BPPI and no further supplies shall be accepted from the firm/company. The Tenderer shall also not be eligible to participate in tenders of Tender Inviting Authority of BPPI for supply of surgical items for a period of 5 years from the date of blacklisting/debar. In case of supply of NOT OF STANDARD QUALITY surgical items to BPPI, the product shall be blacklisted/debarred by BPPI and no further supplies shall be accepted for the particular surgical item. The Tenderer shall also not be eligible to participate in tenders of BPPI for supply of such surgical items for a period of 2 years from the date of blacklisting/debar. 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.

**20.4.** 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.

**20.5.** The decision of the BPPI or any officer authorized by him, as to the quality of the supplied surgical items 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.

**20.6.** 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.

**20.7.** 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.

**20.8.** 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.

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

## **21. BLACK LISTING IN THE EVENT OF WITHDRAWAL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE**

### **21.1. BLACKLISTING/DEBAR 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/debarred for a period of 2 years by BPPI from the date of observing the defect besides forfeiture of Security deposit.

## **BLACKLISTING/DEBAR FOR QUALITY FAILURE**

### **21.2.1. Quality Test by the Empanelled Laboratories**

a. Each and every batch of (for products covered under drugs and cosmetics act) shall be subjected to quality test by the Empanelled laboratories.

b. The samples collected for products covered under drugs and cosmetics act from each batch will be sent to the empanelled testing laboratories for testing the quality. 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 surgical items.

#### **21.2.2 Quality Test by Statutory Authorities:**

(a) On complaint from Drug Inspector(s) during their Test of statutory sample, that the particular surgical item has been reported to be of “NOT OF STANDARD QUALITY”, the issue of available stock of the particular item will be stopped. Further, the available stock of the product will be retrieved.

(b) If a single batch of any product(s) supplied by the company/firm declared as Adulterated/spurious, as defined in the Drugs and Cosmetics Act, 1940, by the Government Authorities during the relevant tender period, the company/firm shall be blacklisted/debarred for a period of **5 years from the date of blacklisting/Debar** after observing procedure laid down in Para 20.2.4.

#### **21.2.3 BLACKLISTING /DEBAR OF THE SUPPLIER FOR QUALITY FAILURE:**

a. In case of any sample declared as Adulterated/spurious, as defined in the Drugs and Cosmetics Act, 1940, by the Government Authorities during, the company/firm shall be blacklisted for a period of **5 years** from the date of intimation besides forfeiture of security deposit in full after observing the procedure laid down in Para 20.2.4.

#### **21.2.4 Procedure for Blacklisting/debar:**

(i) On receipt of report from Govt. Analyst/ Testing Laboratory indicating that a particular Item is “**NOT OF STANDARD QUALITY/ ADULTERATED/ SPURIOUS/ MIS-BRANDED**” (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/debar of the particular item of the product/company or firm as deemed fit besides forfeiture of Security deposit

(ii) If a particular item has been blacklisted/debarred 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/debar is over.

(iii) If a supplier company/firm is blacklisted/debarred 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/debar is over.

### **21.3 BLACKLISTING/DEBAR FOR NON-SUPPLY:**

Notwithstanding various actions and penalties for non-supply and/or delayed supply of the surgical items as stipulated in the terms and conditions of the tender, the BPPI shall take action against the supplier as follows:

(a) If the supplier fails to execute at least 50% of the ordered quantity as mentioned in a single Purchase order and such part supply for **any three Purchase orders of the same surgical items**, then the product of the supplier will be blacklisted/debarred and becomes ineligible to participate in any of the tenders for that particular item(s) by BPPI for a period of **2 years** from the date of intimation for blacklisting/debar besides forfeiture of security deposit of that product(s)

(b) If the supplier supplies more than one item and 50% of such items are blacklisted/debarred, the firm is liable to be blacklisted/debarred for a period of **2 years from the date of intimation** besides forfeiture of security deposit in full

**21.4.** Purchase orders, if any, already issued before taking any blacklisting/debar action or orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

**21.5.** The blacklisting/debar of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under Drugs and Cosmetics Act 1940 or any other law of Land. BPPI will display names of such blacklisted/debarred product(s) and company/firm on its website and also circulate the same among other state



Government / Central Government and its procurement agencies including respective State Drugs Control Department where the company or firm is located.

## **22. 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.

## **23. 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**

In the event of any dispute arising out of this Agreement or in connection of this Agreement between the parties hereto, the same will be referred for the arbitration to a sole arbitrator which shall be appointed with the mutual consent of the parties and the arbitration shall be at Delhi only. In case it does not reach agreement then it will be prerogative of CEO BPPI to appoint Arbitrator or Indian council of Arbitration/ICADR may nominate an Arbitrator to resolve the issue and the parties hereto agree and undertake that the decision of the sole arbitrator either appointed by mutual consent or by CEO/Indian council of Arbitration shall be final and binding on both the parties. The courts at Delhi will only have jurisdiction in connection of this Agreement.

## **24. 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 Government within ten days from the date of receipt of order and the Government 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.

**25. 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.
- (iii) 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) Notwithstanding 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.

**26. 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/debar 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.

**27. 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**

Ref. Clause No.4.1(m)

<b>Form Or Certificate of Sales Tax Verification</b> <i>(Performa of states as prescribed will also be accepted)</i> (To be filled up by the applicant)						
01.	Name or style in which the applicant is assessable sales tax addresses or assessment.					
02.	a) Name and address of all companies firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity.					
	b) Places of business of the applicant (All places of business should be mentioned)					
03.	The districts, taluks and divisions in which the applicant is assessed to sales tax (all the places of business should be furnished)					
04	a) Total counteract amount or value of patronage received in the preceding three year:					
	S. No.	Financial Year		Turn Over		
	1.	2011-12				
	2.	2012-13				
	3.	2013-14				
	b) Particulars of Sales-Tax for the preceding three years:					
	Year	Total Turn Over be assessed	Total Tax assessed (Rs.)	Total Tax paid (Rs.)	Balance due (Rs.)	Reason for balance (Rs.)
	2011-12					
	2012-13					

2013-14						
c) if there has been no assessment in any year, whether returns were submitted any, if there were, the division in which the returns were sent :						
d) Whether any penal action or proceeding for the recovery of Sales Tax is pending						
e) The name and address of Branches. If any:						
I declared that above information is correct and complete to the best of my knowledge and belief.  Signature of Applicant: _____ Address: _____  Date: _____						

(To be filed by the assessing authority)

In my opinion, the applicant mentioned above has been / has not been / doing everything possible to pay the tax demand promptly and regularly and to facilitate the completion of pending proceedings.

Date seal : Deputy / Asst. Commercial tax – officer

Deputy Asst.

NOTE: Separate certificate should be obtained in respect of each of place of business of the applicant from the deputy commercial tax officer having jurisdiction over that

place.

**Annexure-II**

Ref. Clause no 4.1 (n)

**DECLARATION**

I do hereby declare that I will supply the surgical item as per the design in enclosures to this Annexure *as well as other* instruction given in this regard.

Signature of the Tenderer

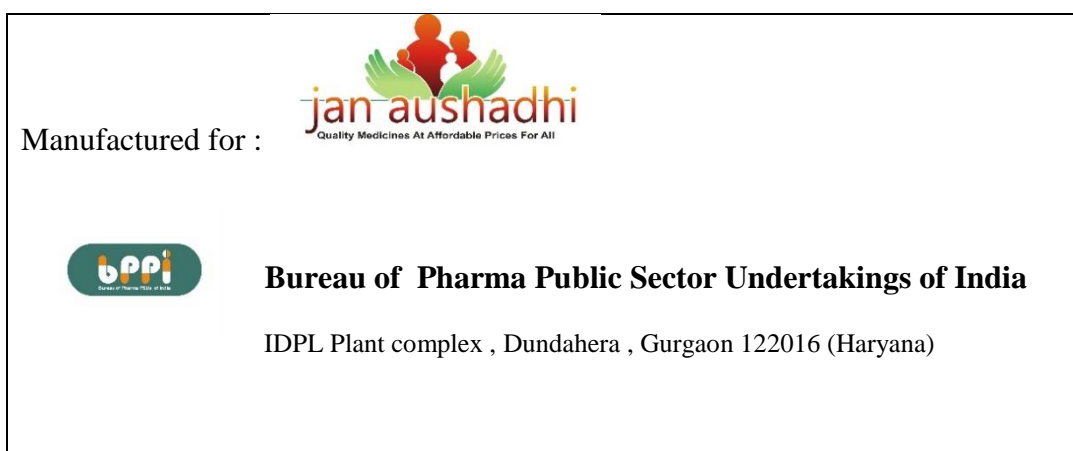
(Name in capital letter with designation)

Attested by Notary Public

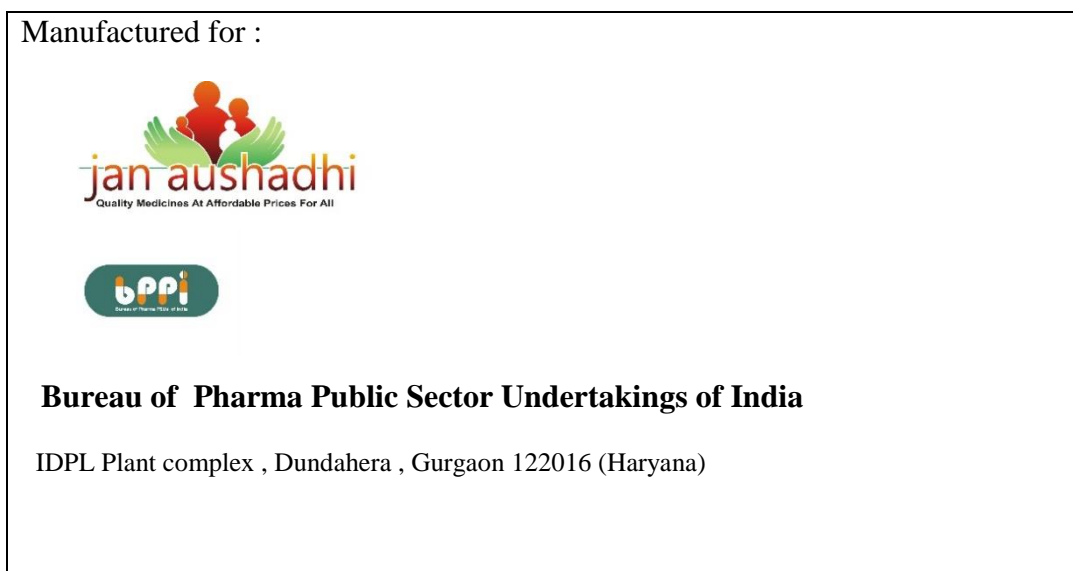
**Enclosure to Annexure-II - Refer Clause No .4.1. (n)**

**DESIGN FOR PRIMARY PACKING**

1. BPPI Logogram should be placed along with the address as given below
2. BPPI helpline number 1800 180 8080 should be printed





Or





**SPECIMEN LABEL FOR MONO CARTON (Secondary Packing)**

Manufactured for :	
	<p><b>Bureau of Pharma Public Sector Undertakings of India</b></p> <p>IDPL Plant complex , Dundahera , Gurgaon 122016 (Haryana)</p>

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

**Annexure - III**

**Ref. clause No. 4.1 (d)**

**DECLARATION**

I/We M/s. .... Represented by its Proprietor/Managing Partner /Managing Director having its registered office at .....and its factory premises at .....and its factory premises at .....

.....do declare that I/we have carefully read all the conditions of tender in ref. no. **BPPI/SURGICAL-018 Dt. 04/03/2015** public sector under taking of INDIA, GURGAON, 122016 and all accepts all conditions of the Tender.

I/We declare that we possess the valid drug manufacturing licence and GMP Certificate as per schedule M (for products covered under drugs and cosmetics act) 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 year 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.

Signature :

Name & Address:

Seal:

**To be Notarized.**

**Annexure-IV**

**Ref. Clause No. 2(d)**

**DECLARATION**

I.....  
... Managing Director/Partner/Proprietor of M/s.  
..... having its manufacturing or import unit/ registered office  
at.....do hereby declare that our company/applied items have  
not been blacklisted/*debarred* either by any State government or Central Government  
Organization or its drug procurement agencies for the following products quoted in the  
tender. We are eligible to participate in the tender ref. No. **BPPI/Surgical items-018 Dt.  
04/03/2015** for the following products.

S. No.	Item Code	Name of the Surgical Item

M/s.....

(Company Seal)

To be attested by the Notary

**Annexure-V**

**Ref. Clause No. 7.1 & 3(iv)**

**DETAILS OF E.M.D SUBMITTED**

We herewith submit the E.M.D. of Rs.....in the form of Demand Draft bearing No..... Dated: .....drawn on.....Bank .....Branch in favour of Bureau of Pharma Public sector Undertakings of India.

Signature & Seal

**Annexure-VI**

**Ref. Clause No. 7.2**

**NOTORISED UNDERTAKING**

(In 20-Rupees Stamp Paper)

I.....,S/o.....,Proprietor/Partner/Managing Director of .....(Proprietary Concern/Firm/Company Ltd.) execute this undertaking for myself and on behalf of.....(Proprietary Concern/Firm/Company Ltd.).

And whereas, 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.

M/s.....

For Self and Firm/Company Ltd.

(Signature and Seal)

Witness:-

(1).....

(2).....

**Annexure-VII**

**Ref. Clause No. 4.1(g)**

**PROFORMA FOR PERFORMANCE STATEMENT**

**ONLY FOR ITEMS covered under drugs and cosmetics act 1940**

Certified that M/s .....holding drug license no ..... .. has manufactured & sold the following products for last 3 years as per details below:

S.No.	Name of the Product	Year of Manufacturing	No. of batches manufactured	Batch No. Batch Size
1.				
2.				
3.				
4.				
5.				

State Licensing Authority

Signature and seal of the Tenderer.....

**Annexure-VIII****Ref. Clause No. 4.1(k)****ANNUAL TURNOVER STATEMENT**

The annual Turnover of M/s. ....for the past three years are given below and certified that the statement is true and correct.

Sl.No.	Financial Year	Turnover in Lakhs(Rs.)
1.	2011-12	
2.	2012-13	
3.	2013-14	
<b>TOTAL</b>		Rs.....Lakhs
<b>Average Turnover per annual</b>		Rs.....Lakhs

Date:  
Account

Signature of Auditor/Chartered

Seal:

(Name in Capital)

## **ANNEXURE IX**

### **FOR SUPPLY OF SURGICAL ITEMS**

As in file attached



**ANNEXURE-X**

**Ref. Clause No.8 (e)**

**PROFORMA FOR SUBMISSION OF SURGICAL SAMPLES**

Name of the Tenderer : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

S.No	Item Code	Name of the Item	Qty Submitted

Station :

Signature and seal

Date

**Annexure-XI**

**Ref. Clause No.11.2**

**AGREEMENT**

THIS AGREEMENT made the .....day of .....2015  
Between Bureau of Pharma Public Sector Undertakings of India, IDPL Complex, Old-Delhi Gurgaon Road, Dundahera, Gurgaon 122016 (Haryana)

(Name of purchaser) of (Country of Purchaser) (here in after “the Purchaser”) of  
the one part and .....(Name of Supplier) of  
.....(City and Country of Supplier) (herein after  
called “the Supplier”) of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services  
viz; Supply of Drugs and Medicines in the tender Reference No. *BPPI/SURGICAL - 018/2015* (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of  
.....(Contract Price in Words and Figures) (hereinafter called  
“the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz
  - a. The Letter of Acceptance issued by the purchaser.

- b. The Notice Inviting Tender
  - c. The supplier's bid including enclosures, annexures, etc.
  - d. The Terms and Conditions of the Contract
  - e. The Schedule of Requirement
  - f. The Technical Specification
  - g. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the Contract.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract. .
4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under:

S.No.	Drug Code	Brief Description of Goods & Services	Tender Qty in Unit*	Unit Price	CST/VAT in %	Total (B+C)	Total value inclusive ST/VAT (A x D)
			(A)	(B)	(C)	(D)	

<b>Total Contract Value</b>							

- \* **Tender quantity indicated here is tentative and may vary subjected to various terms and conditions of the tender.**
- \* **Excise duty as applicable on MRP to be intimated by BPPI at the time of placing orders will be payable as per prevailing excise duty rates.**

### **DELIVERY SCHEDULE**

Supply shall commence within 30/45 days and shall complete within 60 days from the date of purchase order.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said.....(For the Purchaser)

Name

Address

Designation

In the presence of witness.....

Signature

Name

Address

Designation

Signed, Sealed and Delivered by the

Said.....(For the Supplier)

Name

Address

Designation

In the presence of witness .....

Signature

Name

Address Designation

**Annexure-XII**

**Ref. Clause No.11.1**

**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/SURGICAL---018/2015 dated 04.03.2015* to supply of surgical items for the year 2015-17, (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.....2017.

Signature and Seal of  
Guarantors

.....  
.....  
.....  
Date.....2015  
Address.....  
.....

**Annexure – XIII**

**Ref. Clause No.4.1 (o)**

**DETAILS OF MANUFACTURING UNIT**

<b>Sl.No.</b>	<b>Details</b>	
1.	Name of the Tenderer & Full Address	
2.	PAN Number	
3.	TIN Number	
4.	Phone Nos.	
5.	Fax	
6.	E-Mail ID	
7.	Date of Inception	
8.	Licence No. & Date	
9.	Issued By	
10.	Valid Upto	



**Annexure – XIV**

Ref. clause 4.1 (q)

**LIST OF ITEMS QUOTED (Only for items covered under  
drugs and cosmetics act 1940)**

Sl.No.	Details				
1.	Name of the firm and address (As given in Drug licence)				
2.	Drug Licence No. in form 25 & 28				
3.	Date of issue & validity				
4.	GMP certificate 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 Code	Item Name	Specifications IP/BP/USP/BIS	Date of Endorsement obtained from the State Drugs Controller	Whether Endorsement is in Generic or Trade Name
1.					
2.					
<b>Authorised signatory:</b> <b>Date:</b>					

**Annexure-XV**

Ref. clause 17.2

**MANDATE FORM**

Sl.No.	Details Required	
1.	<b>Company Name</b>	
2.	Postal Address of the Company	
	Telephone No.	
	Fax No.	
	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.	<b>Bank Details</b>	
	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:  
-----

## Annexure XVI

### Reference clause 2(q)

### **GS1 barcode requirements on surgical items procured by Bureau of Pharma Public Sector undertakings of India (BPPI)**



These requirements cover surgical items procured by Bureau of Pharma Public Sector Undertakings of India (BPPI), Gurgaon, meant for supply and distribution through BPPI regulated distribution channel.


Barcode requirements using GS1 identification standards are provided below at various levels of product packaging which include at primary, secondary and shipper/carton levels and need to be complied with while supplying medicines/drugs to BPPI.

Barcodes using GS1 global standards are required to be printed on product packaging at primary, secondary and tertiary packaging levels **in addition** to other, existing statutory labelling & marking requirements.

#### **Technical Specification for GS1 Standards**

<b>Tertiary Level Pack:</b> Data attributes captured in case of homogenous pack <i>a) Unique product identification code (GTIN - Global Trade Identification Number)</i> <i>b) Expiry date</i> <i>c) Batch no.</i> <i>d) Serial Shipping Container Code (SSCC)</i> <b>e.g.</b> 1 <sup>st</sup> Barcode : (01) 5 8901072 00253 4 (17) 180815 (10) RNBXY0514 2 <sup>nd</sup> Barcode : (00) 1 8901072 001234567 6				
<b>Attribute</b>	<b>Description</b>	<b>Length</b>	<b>Nature</b>	<b>Data Type</b>
(01)	<i>Application Identifier to indicate GTIN-14 Brackets not encoded in the barcode</i>	2	<i>Fixed</i>	<i>Numeric</i>
5 8901072 00253 4	<i>Unique Product Number-GTIN-14</i>	14	<i>Fixed</i>	<i>Numeric</i>
(17)	<i>Application Identifier to indicate Expiry date Brackets not</i>	2	<i>Fixed</i>	<i>Numeric</i>

	<i>encoded in the barcode</i>			
<i>180815</i>	<i>Expiry Date YY/MM/DD</i>	<i>6</i>	<i>Fixed</i>	<i>Date</i>
<i>(10)</i>	<i>Application identifier to indicate Lot/batch number  Brackets not encoded in the barcode</i>	<i>2</i>	<i>Fixed</i>	<i>Numeric</i>
<i>RNBXY0514</i>	<i>Batch No / Lot No</i>	<i>20</i>	<i>Variable</i>	<i>Alphanumeric</i>
<i>(00)</i>	<i>Application identifier to indicate the SSCC Brackets not encoded in the barcode</i>	<i>2</i>	<i>Fixed</i>	<i>Numeric</i>
<i>1 8901072 001234567 6</i>	<i>Unique number of the tertiary pack</i>	<i>18</i>	<i>Fixed</i>	<i>Numeric</i>
<i>Recommended Barcode Symbology – GS-128</i>	<div><div><div>To,  ABC Biosciences Company 6480 Dobbin Road Columbia, MD 21045</div><div>Manuf By: AAA Pharma Company Plot No 125, Special Pharma Zone Village Matoda District: Ahmedabad-382213 Gujrat, India</div></div><div><div><p>(01) 5 8901072 00253 4 (17) 180815 (10) RNBXY0514</p><p>(00) 1 8901072 001234567 6</p></div><div><p>Drug Name: DOBUCIN 5X5 ML INJ Expiry Date: Aug 15, 2018 Batch No: RNBXY0514</p></div></div></div>			
<b>Tertiary Level Pack:</b> Data attributes captured in case of heterogeneous pack a) <i>Serial Shipping Container Code (SSCC)</i> e.g. Barcode : (00) 1 8901072 001234567 6				

Attribute	Description	Length	Nature	Data Type
(00)	<i>Application identifier to indicate the SSCC</i> <i>Brackets not encoded in the barcode</i>	2	Fixed	Numeric
1 8901072 001234567 6	<i>Unique number of the tertiary pack</i>	18	Fixed	Numeric
<p><i>Recommended Barcode</i> <i>Symbology – GS-128</i></p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;"> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>To,</p> <p>ABC Biosciences Company 6480 Dobbin Road Columbia, MD 21045</p> </div> <div style="width: 45%;"> <p>Manuf By: AAA Pharma Company Plot No 125, Special Pharma Zone Village Matoda District: Ahmedabad-382213 Gujrat, India</p> </div> </div> <div style="border-top: 1px solid black; padding-top: 10px;"> <p>Drug Name: DOBUCIN 5X5 ML INJ</p> <div style="text-align: center;">  <p>(00) 1 8901072 001234567 6</p> </div> </div> </div>				


**Secondary Level Pack: Data Attributes Captured**

- a. Unique product identification code (GTIN)
  - b. Expiry date
  - c. Batch No.
  - d. Unique Serial No. of the Secondary pack {Serialization}
- e.g. (01) 1 8901072 00253 6 (17) 180815 (10) RNBXY0514 (21) 15892152002*

Attribute	Description	Length	Nature	Data Type
(01)	<i>Application Identifier to indicate GTIN-14.</i> <i>Brackets not encoded in the barcode</i>	2	Fixed	Numeric
1 8901072 00253 6	<i>GTIN-14- Unique product code with</i>	14	Fixed	Numeric

	<i>first digit being the packaging indicator</i>			
(17)	<i>Application Identifier to indicate Expiry date</i> <i>Brackets not encoded in the barcode</i>	2	Fixed	Numeric
180815	<i>Expiry Date YY/MM/DD</i>	6	Fixed	Date
(10)	<i>Application identifier to indicate Lot/batch</i> <i>Brackets not encoded in the barcode</i>	2	Fixed	Numeric
RNBXY0514	<i>Batch No / Lot No</i>	20	Variable	Alphanumeric
(21)	<i>Application Identifier to indicate serial number</i> <i>Brackets not encoded in the barcode</i>	20	Variable	Alphanumeric
15892152002	<i>Serial Number</i>	20	Variable	Alphanumeric
<i>Recommended Barcode Symbology – GS1 Datamatrix or GS1-128</i>	 <p>(01) 1 8901072 00253 6 (17) 180815 (10) RNBXY0514 (21) 15892152002 or</p>			

	 (01) 1 8901072 00253 6 (17) 180815 (10) RNBXY0514 (21) 15892152002
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<b>Primary Level Pack: GTIN and Serial Number e.g.(01) 0 8901072 00253 9 (21) 1256897542</b>				
<b>Attribute</b>	<b>Description</b>	<b>Length</b>	<b>Nature</b>	<b>Data Type</b>
(01)	Application Identifier to indicate GTIN-14 Brackets not encoded in the barcode	2	Fixed	Numeric
0 8901072 00253 9	GTIN-14 with first digit being the packaging indicator	14	Fixed	Numeric
<i>Additional Info in case of mono carton-</i>				
8901072002539	GTIN-13	13	Fixed	Numeric
<i>Recommended Barcode Symbology – GS1 Datamatrix, In case of monocarton additional 1D code would be recommended</i>	 (01) 0 8901072 00253 9 (21) 1256897542  (01) 0 8901072 00253 9 (21) 1256897542  <b>GS1 Data matrix</b>  <i>In case of mono-carton additional 1D code in form of GTIN-13 is also recommended –</i>			





**Please contact GS1 India office for any further assistance –**

**Ankit Arora**

**GS1 India**

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**Annexure – XVII**

Ref. Clause 4.1 (r)

**CHECK-LIST****COVER – A**

<b>S.No.</b>	<b>Check List</b>	<b>Page no</b>	<b>YES</b>	<b>NO</b>
1.	Checklist - Annexure – XVII			
2.	EMD in the form of DD shall be kept in an Envelope as per Annexure-V (NSIC registration certificate for exemption)			
3.	Undertaking of in form Annexure-VI			
4.	Documentary evidence for the constitutions of the company / concern			
5.	Duly attested photocopy of License for the Product duly approved by the Licensing Authority for each and every product quoted			
6.	SSI Registration certificate if applicable.			
7.	The instruments such as power of attorney, Resolution of board etc.,			
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			
10.	Non Conviction Certificate issued by the licensing authority			
11.	Good Manufacturing Practices Certificate			
12.	Annual Turnover Statement for 3 Years (Annexure – VIII).			
13.	Copies of balance sheet & profit loss account for three years			
14.	Annexure – I (Sales Tax clearance certificate)			
15.	Annexure – II (Undertaking for embossment of logo)			

16.	Annexure-II (A) (Undertaking for embossment of logo)			
17.	Declaration Form in Annexure-III			
18.	Proforma for Performance Statement (Annexure-VII)			
19..	Details of Manufacturing in Annexure-XIII			
20	WHO certificates if any			
21.	List of items quoted without rates (Annexure – XIV) along with soft copy			
22.	Mandate Form (Annexure – XV)			
23.	The Tender document signed by the tenderer in all pages with office seal			
24	Annexure XVI (Bar Coding)			
25	Latest income tax assessment orders/returns filed			
26.	Copy of BIS license wherever applicable			
27	Samples of products quoted in the tender as per clause 8			

**Cover “B”**

<b>S.No.</b>	<b>Check List</b>	<b>YES</b>	<b>NO</b>
1.	Annexure XVII duly filled		
2.	Annexure XVIII duly filled		
3.	Pen drive/compact disc having duly filled annexures XVII and XVIII		

Name and signature of authorized signatory (with company seal)

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**ANNEXURE XVIII**

**TENDER FOR SUPPLY OF SURGICAL ITEMS**

**As per file attached**

**ANNEXURE XIX**

**TENDER FOR SUPPLY OF SURGICAL ITEMS**

**BREAK UP OF LANDED PRICE (Rs.)**

**As per file attached**