



BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA

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

8th Floor, Videocon Tower, Block E1
Jhandewalan Extension, New Delhi-110055

Telephone: 011- 011-49431800/49431811/49431829/49431830/49431854;

Website: janaushadhi.gov.in

e- TENDER FOR SUPPLY OF DRUGS

TO

**BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA
(BPPI) FOR ONE TIME PURCHASE**

LAST DATE FOR ONLINE SUBMISSION OF TENDER:10/04/2020

**LOAN LICENSEE/ DISTRIBUTORS/AGENTS/CONTRACT
MANUFACTURERS ARE ALSO ELIGIBLE TO PARTICIPATE**

BIDDER MAY SUPPLY THE DRUGS IN THEIR EXISTING TRADE PACKING



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: 8thFloor, Videocon Tower, Block E1, Jhandewalan Extension, New Delhi-110055

Telephone: 011- 49431800/49431811/49431829/49431830/49431854;

Website: janaushadhi.gov.in

e-TENDER FOR ONE TIME PURCHASERATE CONTRACT

FOR DRUGS TO BUREAU OF PHARMA PSU OF INDIA

Tender Reference	BPPI/DRUG/RC-154/2020 Dt.05/05/2020
Tender Website	https://eprocure.gov.in
Date of availability of tender documents on website	On 05/05/2020(Tuesday), 01 PM
Doubts and queries regarding Tender document should be sent by e-mail to e-mail id “ proc6@janaushadhi.gov.in , proc9@janaushadhi.gov.in , procure13@janaushadhi.gov.in ” by the likely bidders latest by	On 07/05/2020 upto 17.00 Hours
Last date and time for submission of Online Bid i.e. Bid Submission End Date and time	On 11/05/2020 up to 13.00 Hours. (Monday)
Last Date and time for submission of <u>EMD and Original Required Documents as per ANNEXURE III. in physical Form</u> in office of Bureau of Pharma PSUs of India, 8thFloor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055	Within 10 days of upliftment of lockdown imposed due to COVID-19
Time and date of opening of Technical Bid	On 12/05/2020 at 13:05 Hours (Tuesday)
Place of opening of tender	Bureau of Pharma PSUs of India, 8th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055
Opening of Tender	Online on https://eprocure.gov.in

Address for Communication	Bureau of Pharma PSUs of India, 8 th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi- 110055
Cost of the Tender Document	Free of cost
Contact Person for clarification if any	1. Sh. P. K. Thakur Sr. Executive (Procurement) Phone: - 011-49431829 Email: - proc6@janaushadhi.gov.in
	2. Sh. Manik Bera, Dy. Manager (Procurement) Phone: - 011-49431854 Email: - proc9@janaushadhi.gov.in
	3. Sh. Pritam Singh Manager (Procurement) Phone: - 011-49431812 Email: - proc8@janaushadhi.gov.in

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

Note:*The bidders shall be solely responsible for checking these websites at least 3 days prior to closing date of submission of tender for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids. Bids will be opened online.*

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BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)

e-TENDER FOR RATE CONTRACT FOR THE SUPPLY OF DRUGS TO

BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)

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

The Bureau has been registered as an independent society under the Societies Registration Act, 1860, in April 2010.

At present, more than 6300 stores are functional. It is proposed to channelize efforts to popularize PMBJP and ensure availability of the complete basket of medicines at affordable prices.

Tender Inviting Authority – C.E.O, Bureau of Pharma Public Sector Undertakings of India, 8thFloor, Videocon Tower, Block E1, Jhandewalan Extension, New Delhi-110055 (hereinafter referred as **Tender Inviting Authority** unless the context otherwiserequires).

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

Tender Inviting Authority Invites **Tender for the SUPPLY OF DRUGS to BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA for ONE TIME PURCHASE.**

1.TENDERINGSYSTEM:

The Bids are to be submitted in two Parts i.e.

- i. Technical Bid (Cover“**A**”)
- ii. Financial Bid / Price Bid (Cover“**B**”)

- i. The **TECHNICAL BID** shall contain the complete technical details of the firm and the documents to provide the eligibility and competency of the bidder and shall be submitted online only in the manner prescribed in Biddocument.

The documents like Tender Document and EMD shall be submitted before the specified schedule at the office of BPPI super scribed, “**Tender Documents & Earnest Money Deposit for Tender Reference No.-BPPI/DRUG/RC-154/2020 dated 05/05/2020 for the procurement of Drugs and for the One time purchase**”. However complete hard copy of uploaded tender shall be provided by the bidder firm along-with the mandatory required documents as per clause 3 of Bid and EMD for evaluation purpose only. This hard copy shall under no case substitute/modify the provisions of e-tender system.

- ii. The **Financial Bid/Price Bid** shall be valid for a period of 150 days from the date of opening of Technical Bid. Prior to the expiry of the bid validity, the Tender Inviting Authority may request the Tenderers to extend the bid validity for further period as deemed fit on their original quoted prices and all terms & conditions. However, BPPI reserves the right to place purchase orders at the quoted rate till such period.

- a) The Tenderer shall fill in the rate per unit size, % age rate of GST in respective column of BOQ for the items quoted.
- b) In determining the lowest evaluated price, the rate quoted per unit size exclusive of GST as indicated in column No. 7 of the **BOQ** shall be taken into consideration.
- c) Tender has been called for in the **Generic name of drugs/**. 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-XII** (attached). Any variation, if found, will result in rejection of the tender.
- d) Rates (inclusive of customs duty, packing & forwarding charges, transportation, insurance and any incidental charges, but exclusive **GST** should be quoted for each of the required drugs, medicines etc., on door delivery basis according to the unit ordered. Tender for the supply of drugs, medicines etc. with cross conditions like “**AT CURRENT MARKET RATES**” shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with Tenderers.
- e) The price quoted by the tenderers shall not, in any case exceed the DPCO controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price of the tenderer.

In case any tenderer quotes higher than the DPCO controlled price, competent authority shall be informed for appropriate action.

2. LAST DATE AND TIME FOR SUBMISSION OF ONLINETENDER:

- i. (a) Online Bids [in two separate Cover {Technical bid (Cover “A”) and price bid (Cover “B”)}] shall be submitted on **11/05/2020 up to 13.00 Hours** on CPP portal i.e., <https://eprocure.gov.in>.

(b) Hard copy of complete required documents as Per Clause 3. Eligibility Criteria of Bid and EMD shall be submitted as before the specified schedule at the below mentioned address of BPPI with super scribed, **“Tender Document & Earnest Money Deposit for Tender Reference No.- BPPI/DRUG/RC-154/2020 dated 05/05/2020 for the procurement of Drugs for one time purchase”**

**“Bureau of Pharma PSUs of India, (BPPI)
8thFloor, Videocon Tower, Block-E1,
Jhandewalan Extension, New Delhi-110055”**

- ii. **Late Tender:** -There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tenderingsystem.

3. ELIGIBILITY CRITERIA (TECHNICAL BID -COVER“A”):

Minimum Eligibility criteria along with list of documents to be submitted in Cover ‘A’. Bidders should meet the following criteria to be eligible for bidding and relevant papers/documents must be submitted by them in their technical bid (Cover- ‘A’) in support of their eligibility for the tender.

- A) **EMD (Earnest Money Deposit):** EMD of **Rs.2,00,000/-** (Rupees Two Lakh only)as specified in Clause 6 of the Tender document in the form of **Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft from Nationalized/Scheduled Bank** favoring “Bureau of Pharma Public Sector Undertakings of India “payable at Delhi **which is to be submitted in original to BPPI, New Delhi on or before the date and time stipulated in tender document.** Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. Signed and scanned soft copy of the EMD instrument must be uploaded (**ANNEXURE III**) to the e-Procurement portal.

EMD in any other form like *Cheque/cash/postal order* etc. **will not be accepted. The Bid (in case not exempted for EMD as mentioned in tender document) without EMD shall be summarily rejected.**

Account Details for National Electronic Fund Transfer (NEFT):

Bank Name: Bank of Baroda, Account No. 05860200001696, IFSC Code: BARB0PARLIA

Note: Tenderer may be exempted from the payment of EMD, if valid registration certificate from NSIC/MSME is uploaded and submitted self-attested copy with Technical Bid for the product for which bidder has submitted quotation.

- B) Documentary evidence of the constitution of the company/firm/Proprietorship such as Memorandum and Articles of Association, Partnership Deed etc. should be submitted with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor should be submitted.
- C) Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the bidding firm to sign the documents should be submitted.

D) Bidders must have:-

- a) Minimum three years old valid Manufacturing License of the product quoted with latest license renewal certificate. **In case bidders is Loan licensee/ Distributors/agents, they must have valid loan license/wholesale license.**
- b) Approved product list as per the license issued for quoted drugs for minimum three years.
- c) Manufacturing License along with approved product list must be valid till the last date of the submission of tender.
- d) In Case of those drugs which are notified first time in IP 2018 then Manufacturing and Marketing license should be in any official compendium (USP/BP/IP) along with current valid License in IP in continuation.
- e) Market standing certificate & Manufacturing certificate issued by the Licensing Authority as a Manufacturer for each drug quoted for the last 3 years (Certificate should be enclosed with list of items) except for the drugs falling under the category of 'New Drug' as defined by CDSCO (Central Drugs Standard Control Organisation). If permission in Form 46 from DCGI has been obtained, then the 3 years Manufacturing & Market standing clause will be relaxed. The provisions of Rule 122 E of Drugs and Cosmetics Act rule 1945 shall be applicable.
- f) FFS (Flow Fill & Seal Process) Technology will be accepted wherever applicable.

Note: If Manufacturing License for the quoted product is issued under "for export only" category will not be accepted.

Bidders shall submit duly attested copies of required manufacturing license and approved product list in support of above-mentioned condition and they are required to specify the quoted product in their approved product list by highlighting it.

- E) Bidder must have Market Standing Certificate (in India) of minimum two batches of quoted product in last three years issued by the concerned Licensing Authority from Drugs Control Department for the quoted product. Self-attested copies are to be submitted. **In case bidders is Distributors/agents, they must submit all required documents including Market Standing Certificate from the manufacturer, who is manufacturing the product.**
- F) Non-Conviction Certificate (NCC) issued by the concerned Licensing of the state certifying that the firm/company has not been convicted in last three years should be submitted. It should be not more than 12 months old. Self-attested copies are to be submitted. **In case bidders is Distributors/agents, they must submit Non-Conviction Certificate (NCC) of their manufacturer/Agencies.**
- G) WHO-GMP (WHO-Good Manufacturing Practice) as per revised Schedule- 'M'/COPP Certificate of the manufacturing unit issued by the Licensing Authority/ Drugs Control Department. The WHO-GMP certificate must be valid as on the last date of submission of tender. Self-attested copies are to be submitted in hardcopy.

Note: In case bidders is Distributors/agents, they must submit all required documents including WHO GMP Certificate from the manufacturer, who is manufacturing the product.

- H) Copies of the Audited Balance Sheet, Profit and Loss statement showing details of their annual average turnover for last three consecutive financial years not less than 5 crores (**Five crore**). In case of loan licensee average annual turnover of manufacturing unit/ Host Company for the last three consecutive financial years not less than **5 Crores (Five crore)**. Details shall be provided in per Annexure IV. Self-attested copies are to be submitted.
- I) Declaration for eligibility in participating the tender for quoted drugs in prescribed format as per **Annexure-II on company letter head for on line submission and same shall be submitted On Non-judicial Stamp Paper Within 10 days of upliftment of lockdown imposed due to COVID-19.**
- J) Tenderer shall furnish Company's bank details as per Annexure V (Mandate Form).

- K) Duly attested Checklist as per (**ANNEXURE- I**) shall be submitted.
- L) Copy of PAN Card of the bidder company should be submitted (self-attested).
- M) Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested).
- N) Copy of Income Tax Return for any three of last four Consecutive Assessment years should be submitted (self-attested).
- O) The copies of relevant pages approved by drug authorities of concerned country for any quoted Drug/ products manufactured by manufacturing units approved by US FDA, TG Australia, Health Canada, EU approval, MCC South Africa approval, Brazil (if any) should be uploaded with technicalbid.

Note: -

- (i) The certificates/ reports / annexure submitted with the bid document should be self-attested by the authorized signatory of the firm with official seal, wherever required.
- ii) Technical evaluation of the Bid will be done on the basis of the above mentioned criteria and documents mentioned in Clause no. 3 (TECHNICAL BID- COVER 'A') Mandatory Documents shall be submitted online only at CPPP portal: <https://eprocure.gov.in> Failing which the bid will not be considered for technical evaluation.
- iii) Hard copy of required documents uploaded shall be submitted along with EMD and other required documents on or before the last day of submission of tender for purely evaluation purposes. However, the submission of hard copy of uploaded tender document submitted shall not substitute/modify the provisions of e-tendering system.
- iv) The technical evaluation shall be done only on the basis of documents/papers submitted by the bidder on <https://eprocure.gov.in>
- v) Clear copy of valid drug license highlighting the drug code should be uploaded. In case scanned copy of license uploaded is not visible or tempered, BPPI shall not considered the license for such drug.

4. GENERAL CONDITIONS:

- A) Tender bid is invited directly from Manufacturers in India. **Loan licensee/ Distributors/agents are also eligible to participate in the tender.**
- B) Manufacturer has Production & financial capacity to manufacture and deliver the drugs quoted by the firm in the tender as per quantity mentioned in tender during contract period.
- C) Bidders are advised to quote only for such drugs/items which meets the specification as mentioned in Annexure XII. Do not quote if it differs with regard to any parameter.
- D) The quantities specified in the tender is for the tender purpose only and it represents the basis of unit for ease of pricing. The actual quantity may vary from zero to the maximum required quantity during the contract. The quantity will be drawn from successful tenderers as and when required from time to time during the contract period.
- E) STP (Standard Testing Procedure) for Non- Pharmacopoeia awarded drugs items are required to be submit within 15 days from the date of Letter of Acceptance.
- F) **The bidder shall submit the complete stability data (long term stability studies and accelerated stability studies) for all awarded drugs whenever required by the BPPI. For New drugs, complete stability data of 6 months' period shall be acceptable. (If manufacturer has licensed a formula from another company and such licensed formula is used for the product, then the stability data of the licensor should be submitted along with licensing agreement.)**
- G) **The manufacturer shall declare the active API polymorphic form used in formulation for all quoted drugs and declare that it is internationally accepted active polymorph when ask by BPPI.**

- H) The Tenderer should have not been blacklisted/debarred/de-registered/banned due to quality failure/forgery of documents for the quoted product /firm by any State Government / Central Government/ BPPI/Central or State Government's Drug procurement agencies **at the time of submission of bid**. Further, quoted drugs have not been failed in house testing or testing by any State Government/Central Government / its Drug procurement agencies/BPPI during last one times. If any tenderer has been blacklisted/debarred/de-registered/banned due to quality failure, such tenderer or their Partner/Director/Owner shall not be permitted to participate in the tender.
- I) During the validity of the tender if the firm / Company is blacklisted/debarred/de-registered/banned by any State Government/ Central Government/ BPPI/ Central or State Government's Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to BPPI along with relevant authentic document by the tenderer firm/ company within one month.
- J) During tender or Rate Contract period, if L1 bidder is debarred/deregistered /blacklisted/ banned by any Central Government or State Government or its procurement agencies due to quality failure, BPPI may purchase the drugs from other bidders at L1 rate or may go for fresh tender as per discretion of BPPI.
- K) The BPPI reserves the right to purchase any drugs from PSUs as per discretion of BPPI. In case of emergencies, BPPI may go to PSUs and price will be as per negotiation and at the discretion of BPPI.
- L) The Tenderer should confirm that they have read tender document including Amendment(s) to Tender document (if any) along with terms and condition and these terms and condition of tender document including Amendment(s) to Tender document (if any) are acceptable unconditionally to them.
- M) **Validity of Rate Contract:** -The rate contract will be applicable for one time purchase from the date of acceptance of LOA. The validity of contract may be extended with mutual consent for some specified period to the maximum of one time by BPPI, if necessary.
- N) **During the contract period at any stage, if certificate submitted with their bid is found fabricated/forged/not complying products manufactured by manufacturing units having approval of the any agency like US FDA, TG Australia, Health Canada, EU, MCC South Africa approval, Brazil Anvisa as declared in tender, penal action shall be taken as per the tender terms and condition and in addition to penal action recovery shall be made (if any).**
- O) 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 uploaded as a separate set with the same tender. However, one bidder will be allowed to submit only one offer for one product.
- P) Only authorized employee of the Company/Tenderer will be allowed to transact the business with the Tender Inviting Authority.

5. PRICE BID – “COVER-B” (Financial Bid/BOQ)

- A) Cover “B” (Financial Bid/BOQ) contains the Price Bid of the Tenderer. The Tenderer shall fill in the rate per unit size, % age rate of GST in respective column of BOQ for the items quoted.
- B) **Determination of L1 Bidder:**
 - a) In determining the lowest evaluated price, the rate quoted per unit size for the given specification, exclusive of GST as indicated in column No. 7 of the **BOQ** shall be taken into consideration. **The rates quoted should be in rupees and paise up to 2 digits.** The Tenderer is not permitted to change/alter specification or unit size given in the **ANNEXURE-XII**.
 - b) **GST (Goods and Services Tax)-The Tenderers must indicate the rate of GST applicable and payable by them. In case no information is given, it shall be presumed that rate is inclusive of**

GST and no GST shall be charged by them under any circumstances.

- c) **The bidder is required to indicate rate of GST (%) as digit only in column 9 of BOQ without suffixing the % sign and not to indicate amount of GST in Rs. at particular cell of excel sheet of BOQ.**
- d) **Purchase preference shall be given over acceptable L1 bidder to bidder offering Products manufactured by manufacturing units approved by US FDA, TG Australia, Health Canada, EU approval, MCC South Africa approval, Brazil Anvisa subject to matching of acceptable L1 rate.**
- e) (i) If the participating Micro and Small Enterprises (MSE) meets all the other eligibility criteria and their quoting price is within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20 (twenty) per cent of total tendered value. The 20 (twenty) per cent quantity is to be distributed proportionately among these bidders, in case there are more than one MSMEs within such price band.
(ii) Within this 20% (Twenty Percent) quantity, a purchase preference of four per cent (that is, 20 (twenty) per cent out of 20 (twenty) per cent) will be reserved for MSEs owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs (if they participate in the tender process and match the L1 price). Provided that, in event of failure of such SC/ST MSE to participate in tender process or meet tender requirements and L1 price, four per cent sub-target shall be met from other MSE. MSEs would be treated as owned by SC/ ST entrepreneurs: a) In case of proprietary MSE, proprietor(s) shall be SC /ST b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

6. EARNEST MONEYDEPOSIT:

- A) **The Earnest Money Deposit as mentioned shall be paid in the form of Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque/ Demand Draft in favour of BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, payable at Delhi. EMD in form of Bank Guarantee, Irrevocable Bank Guarantee in favour of Bureau of Pharma Public Sector Undertakings of India from any Nationalized/scheduled Bank should be valid for a period of 12 months from the date of tender opening. The format of Bank Guarantee is at ANNEXURE-X. BPPI will not pay interest on any deposit held in the form of Bankers Cheque or Demand Draft or Electronic Fund Transfer.**

Account Details for National Electronic Fund Transfer (NEFT):

Bank Name: Bank of Baroda, Account No. 05860200001696, IFSC Code: BARB0PARLIA

- B) Tenderer may be exempted from the payment of EMD, if valid **registration** certificate from NSIC/MSME is uploaded **for the product for which bidder has submitted quotation.**
- C) PSUs are exempted from the payment of EMD.
- D) The tender submitted without sufficient EMD will be summarily rejected.
- E) Non-payment of EMD (except in cases where payment of EMD is specifically exempted) will result in rejection of the bid.
- F) The Earnest Money Deposit will be refunded to the successful bidders after successful completion of first supply.
- G) **The Earnest Money Deposit of the Tender will be forfeited without further notice if:**
 - a) If the tenderer withdraws his bid any time after opening of price bid.
 - b) On refusal to supply medicine after the award of contract/Letter of Acceptance (LOA).
 - c) **In case of the lowest bidder (L1 bidder), fails to execute the contract or fails to complete the first**

supply successfully within the stipulated time.

d) If the undertaking as Annexure II is not found correct at any stage during the contract period.

7. GUIDELINES FOR THE PREPARATION OF TENDER:

- A) The bidder shall bear all costs associated with the preparation and submission of its bid and Tender Inviting Authority will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- B) **Language of Bid:** - The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language, Supporting documents furnished by the bidder may be in other languages provided they are accompanied by an authenticated (by the authority concerned) accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall alone govern. Failure to submit authentic translation of documents would result in rejection of bids. No bid can be partly in one language and partly in another language.
- C) Power of Attorney or Resolution of the Board by which the authorized signatory has been authorized by the bidder firm should sign the documents in cases where person other than the Managing Director/Managing Partner or sole Proprietor signs the document.

8. PERIOD OF VALIDITY OF TENDER:

- a) The tender must remain valid for minimum 150 days from the date of opening of Technical Bid. (As mentioned in Clause 1.ii)
- b) Prior to the expiration of the bid validity the Tender Inviting Authority may extend the bid validity for further period with mutual consent of the bidder.
- c) The bidder who has extended the bid validity is not required or permitted to modify its bid.
- d) The bidder cannot withdraw the bid within validity of Tender.

9. AMENDMENT OF TENDER DOCUMENTS:

At any time prior to the last date of submission of online bid, 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 uploading an amendment on BPPI website: www.janaushadhi.gov.in; and on CPP portal i.e. <https://eprocure.gov.in> 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 online bid.

- A) Bidders are advised to check the website of BPPI: www.janaushadhi.gov.in; and CPP Portal i.e., <https://eprocure.gov.in>; regularly at least 3 days prior to closing date of submission of tender for any corrigendum or amendment to the tender document.
- B) BPPI will not issue separate communication for any corrigendum or amendment.

10. METHOD OF SUBMISSION OF TENDER:

- A) The tender document shall be downloaded from the websites janaushadhi.gov.in; and CPP portal i.e. <https://eprocure.gov.in>. Tender Document is free of cost. No tender cost is to be deposited
- B) Bids shall be submitted online only at CPP Portal i.e., <https://eprocure.gov.in>. Manual bids shall not be accepted except for the original documents/instruments as mentioned in Clause 3 of tender document.
- C) Bidders are advised to follow the 'Special Instructions to the Contractors/Bidders for the e-submission of the bids online' available through the link 'Help for Contractors' at the e-Procurement Portal <https://eprocure.gov.in>.

- D) If a particular document/Certificate to be uploaded as specified in bid, is not applicable for a bidder, the bidder shall attach a scanned copy of declaration in the letter head stating that the specific document is not applicable/exempted for the bidder in connection to this tender.
- E) Bidder shall not modify the downloaded tender form including downloaded price Bid template in any manner. In case any tender form/Price bid template is found to be tampered with/modified in any manner, such bid will be summarily rejected, Bid Security would be forfeited, and bidder is liable to be banned from doing business with BPPI.
- F) Interested eligible Tenderer may obtain further information in this regard from the office of the Tender Inviting Authority on all working days between 10:00 AM and 5:00PM.
- G) Once the bid have been uploaded in the CPP Portal <https://eprocure.gov.in> the bidder has to make sure that he has uploaded the files in the correct format and the bidder has to download the uploaded files from their own end and has to check whether the files uploaded is in proper format or not, no corrupted files have to be uploaded.

11. MODIFICATION AND WITHDRAWAL OF BIDS:

- A) The bidder may modify or withdraw its bid after the bid submission before last time and date of submission of online Technical Bid.
- B) No bid will be allowed to be withdrawn after the last date & time of submission of online Technical Bids.

12. OPENING OF TENDER:

- A) The opening of the Technical Bid and the Price Bid will be done online as specified. The date of technical bid opening is published in advance. The date of opening of price bid will be announced only after the opening and evaluation of Technical bid. The bidder who are found eligible and on satisfying the criteria for technical evaluation/based on undertakings & Declaration, will only be informed the time and date of opening of Price Bid - Cover "B" of the tender.
- B) Only authorized employee of tenderer is entitled to be present at the time of opening of Technical Bid - Cover "A" of the tender submitted by them.
- C) In case, the date for opening of technical bid is declared holiday, the technical bid shall be opened on next working day at 11.30A.M.
- D) The original/attested hard copies (as mentioned in Clause no. 3, eligibility criteria) must reach the BPPI Head office on or before stipulated time, failing which the bid shall be summarily rejected.

13. EVALUATION OF TENDER:

- A) Technical evaluation of the Bid will be done on the basis of criteria and documents mentioned in S.N. 3 (TECHNICAL BID-COVER A) which are present in the CPP Portal i.e. <https://eprocure.gov.in>.
- B) Bids of firms who have furnished all the required documents for each of the product quoted will be considered.
- C) If at any stage, it is found that the contract has been successfully obtained by the bidder by submitting forged/fabricated certificates/documents/licenses and/or by concealing the fact about blacklisting/debarring/de-registration of the firm by Govt. of India/Suspension/Cancellation/non-renewal of the manufacturing license of the bidder firm, the tender bid/rate contract may be rejected/terminated and suitable punitive action may be taken against the firm.
- D) **In event of financial bid opening, due to provisions/compulsion of e-tendering system if complete quoted product list of financial bids of a bidder is opened then only those financial**

bids of quoted product shall be considered of whose technical bid has been found eligible by the Technical Evaluation Committee.

- E) **After evaluation of technical bid of tenderer/bidder, BPPI may ask the objection/clarification from tenderer/bidder.**

14. INSPECTION OF MANUFACTURING FACILITIES:

- A) BPPI or its authorized representative(s) has/have the right to inspect the manufacturing premises of Tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections. Copy of one full set of the documents submitted for the bid should be made available at the time of inspection.
- B) Originals of all the documents uploaded/submitted in the Technical Bids should be produced for verification during Site inspection and Physical Verification.

15. ACCEPTANCE /REJECTION OF BIDS:

- A) BPPI reserves the right to accept or reject the tender for the supply of all or any one or more items of the drugs tendered for in a tender without assigning any reason.
- B) Evaluation of the tender and determination of the L1 rate (Lowest rate) will be done based on rate per unit size exclusive of GST as mentioned in column 7 of **BOQ**. BPPI shall have the right to call other eligible bidders those are willing to match L1 rates. If such firms are found, then the order quantity may be dispersed in ratio of:-
- “Minimum 50% quantity to L1 bidder and remaining among the bidder’s subject to the matching of L1 price for quoted drugs at the discretion of BPPI”.***
- Purchase preference shall be given to the bidders having manufacturing units approved by foreign accreditation i.e., US FDA, TG Australia, Health Canada, EU approval, MCC South Africa approval, Brazil Anvisa.***
- C) However, in case the price quoted by the lowest responsive tenderer (L1) is not reasonable and unacceptable, the price may be negotiated with L1 only as per CVC guidelines and, if it reduces the price to the desirable level, rate contract may be concluded with L1. To meet the demand, BPPI shall conclude parallel rate contract by counter offering the L1 rate to higher eligible bidders as per above provision.
- D) Negotiation if required will be done strictly as per Central Vigilance Commission guidelines.
- E) Letter of acceptance of tenders for Rate Contract will be communicated to the Tenderers in writing as per **ANNEXURE XI**.

16. AWARD OF CONTRACT:

- A) The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation as per the clause 5. B) Determination of L1 bidder and clause 16. B. Acceptance /Rejection of BID, subject to the reservations and preferences to BPPI.

“Minimum 50% quantity to L1 bidder and remaining among the bidder’s subject to the matching of L1 price for quoted drugs / at the discretion of BPPI”.

Purchase preference shall be given to the bidders having manufacturing units approved by foreign accreditation i.e., US FDA, TG Australia, Health Canada, EU approval, MCC South Africa approval, Brazil Anvisa.

- B) Letter of Acceptance:**

The Tender Inviting Authority shall issue Letter of Acceptance (LOA) as per Annexure-XI to the lowest responsive bidder in respect of the drugs selected. Communication by e-mail / fax / letter will be deemed as valid communication.

C) The successful bidder, upon receipt of the Letter of Acceptance (LOA), shall communicate the acceptance of the same to the BPPI and shall furnish the documents, asked if any.

D) The bidder 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 whatsoever. Such practices will be deemed as fraudulent practices and also as breach of terms of contract and shall invite punitive action.

17. PERFORMANCE SECURITY DEPOSIT:

A) On being informed about the acceptance of the tender for Rate Contract, the Performance Security Deposit @5% will be deducted from each running bills and accumulated security deposit will be refunded without any interest by BPPI to the tenderer within 60 days following the date of completion of tenderers performance obligations under the contract including the shelf life obligation.

B) 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 duly notarized.

18. METHODOLOGY FOR PLACING ORDERS:

For the above purpose the following procedures will be adopted

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

B) BPPI reserves right to issue purchase order for any drug/items on any one rate contract holder or more than one rate contract holder for same drugs/items.

C) If two or more than two Tenderer's are declared as lowest suppliers for the same item(s), such Tenderers are eligible for Rate Contract and the placement of Purchase Orders for such item(s) for which they are declared as lowest.

D) The supplier shall start supply of the Drugs/Medicines/s to any or all the Warehouse (Address/Location) **as mentioned in clause 19.(A)** or any other place decided by BPPI and supply shall confirm to the conditions mentioned in the provision of tender documents, viz, logo, nomenclature, specification etc. within the stipulated period.

E) Once The supplier shall supply the Drugs/Medicines/ at any of the BPPI Warehouse **as mentioned in purchase order** (or any other place decided by BPPI) along with copy of Purchase order, copy of test reports and 3 original copies of Invoice. No payment will be processed without test reports.

F) A purchase order is placed on supplier for supply of definite quantity in terms of Rate Contract during validity period of Rate Contract that purchase order is valid and binding contract.

G) No Minimum drawl is in the Rate Contract. The actual quantity may vary from nil to maximum required quantity during validity of Rate Contract.

H) The Drugs/Medicines/s 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.

I) The purchaser reserves the right to conclude one or more than one rate contract for the same item.

J) The purchaser has the option to renegotiate the price with the rate contract holders. In case of emergency, the purchaser may purchase the same item through Ad hoc contract with a new supplier.

K) Purchase orders, incorporating definite quantity of drugs/products to be supplied along with all other required conditions following the rate contract terms, shall be issued for obtaining supplies through the rate contract.

L) The purchaser is entitled to place purchase orders up to the last day of the validity of the rate contract and, though supplies against such purchase orders will be affected beyond the validity period of the

rate contract, all such supplies will be guided by the terms & conditions of the ratecontract.

- M) The details of the required drugs, medicines, etc. are shown in **ANNEXURE -VIII. *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 Rate Contract, the BPPI, will confirm the actual requirement through purchase order/orders from time to time. The tenderers shall supply the drugs only on the basis of the purchase order issued time to time within validity of Rate contract period 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.
- N) 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 acceptance of tender for Rate Contract.
- O) The rates quoted shall not be varied with the Purchase order quantity during the full contract period.
- P) The rates quoted and accepted will be binding on the Tenderer for the full contract period of one time and any increase in the price will not be entertained till the completion of this contract period.** Accordingly, this clause will be applicable for all orders placed during the contract period. **However, Rate Contract validity period may be extended for period up to further one time at same rate, terms & conditions with the consent of the supplier.**
- Q) 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.
- R) Supplies should be made directly by the tenderer directly to Central warehouse BPPI.
- S) The supplier shall take utmost care in supplying the quality Drugs/Medicines/ and ensure that the batch number mentioned in the packages of the Drugs/Medicines/ tally with the batch number mentioned in the Invoice produced to BPPI for payment. Also, the supplier shall ensure the quantity relevant to the Batch Number of the Drugs/Medicines is mentioned in the invoice. Drugs to be supplied of any batch shall not be accepted with different MRP.
- T) “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.
- U) The Rate Contract (RC) awarded under the present tender enquiry will be in the nature of standing offer. Purchase Order (PO) may be placed from time to time against Rate Contract (RC).

V) FALL CLAUSE:

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

NOTE: BPPI don't give any guarantee of minimum purchase under this Rate Contract.

19. SUPPLY CONDITIONS:

- A) Purchase orders will be issued to the Tenderer(s) at the discretion of the BPPI as per actual requirements. All the supplies shall be received at any or all of the following warehouse of BPPI or any other place decided by BPPI:

i) **Central Warehouse Gurugram (Bureau of Pharma Public Sector Undertaking of India(BPPI)**
Sugal Logistic Park, Warehouse No.1, Opp. GITM College, Bilaspur-Tauru Road
Village Bilaspur and Khasra No. 60//14/2, 17,24,6,15, 16, 25, 7/1, 14/1, 61//9, 10, 11,62//3/2,
4,10//17, 24, 19//3, 8/2, 9/1/1, 12/2/2/2 min 13/1/1 min.
Pin Code – 122413
Phone No. – 011-49431800

- B) Within 3 days from the receipt of purchase orders the Tenderer should inform BPPI through mail the confirmation for the receipt of the purchase order.
- C) The Tenderer should also fax / mail the details of supply/delivery schedule to BPPI within 7 days from the receipt of the purchase order. In case, the supply shall not be made by the date as conveyed by the supplier, supply order shall be cancelled at their risk and cost. If no response is received within 7 days from the supplier / tenderer about supply of drugs as per purchase order, it shall be presumed that the supplier/tenderer is not interested to supply the drugs ordered as per purchase order and BPPI shall purchase the drugs from alternative sources.
- D) The supplier must supply the ordered quantity **within 7 working days** from the date of issue of purchase order.
- E) If the delivery date happened to be a holiday for BPPI, the supply should be completed by 5.00 PM on the next working day.
- F) 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.
- G) If a supplier fails to execute supply as per Purchase Order, the 5% of value of unexecuted quantity of Purchase Order shall be recovered from pending bill or EMD/Bank Guarantee/Performance security deposit and their bad performance shall be kept in record of BPPI for future dealing as considered appropriate by BPPI.
- H) 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 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 25.
- I) The liquidated damages as specified in clause 25. (B) of the tender conditions will be levied on the quantity supplied after the schedule as mentions in “Clause 19.(D) from the date of issue of purchase order. However, no supplies will be accepted after 15 days of the expiry of delivery date i.e., completion of specified liquidated damages period as per clause 25 (B), the purchase order shall be cancelled at the risk and cost of the supplier. **However, the supplier must take prior approval from BPPI for supply of drugs beyond stipulated delivery period in Purchase order.**
- J) Supplier shall complete the earliest pending purchase order before commencing the supply of subsequent purchase orders. **Further, supplies against a purchase order are to be made in minimum numbers of batches as far as possible and same batch should not be supplied in repeated consignment.**
- K) **Bidder must comply to the shelf life of each quoted drugs as mentioned in the Annexure IX of the tender document and they must fill the required shelf-life detail in Para VI of Annexure II.**
- L) The Tenderer must submit an Analysis report for every batch of drug along with invoice. In case of failure on part of the supplier to furnish such report, the batch of drugs will be returned to the suppliers and he is bound to replenish the same with Govt. approved lab test report. The Drugs supplied by the successful Tenderer shall be of the best quality and shall comply with IP/BP/USP

and the specifications, stipulations and conditions specified in the tender.

M) Tenderer should supply the product as follow:

- (i) Within 2 months excluding month of manufacture of products having shelf life up to 2 years,
- (ii) Within 3 months excluding month of manufacture of products having shelf life more than 2 years & up to 3 years and
- (iii) Within 4 months excluding month of manufacture of products having shelf life more than 3 years

Products supplied beyond the above-mentioned period from the date of manufacturing shall be levied a LD as Per Clause 25. (E) of tender documents. For example, product having manufacturing of November 2020 must be supplied by 31st January 2021 in case shelf life up to 2 Years.

- N) The exceptional events do 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 ground etc.
- O) Suppliers are required to supply the drugs within the delivery period mentioned in the purchase order. In this regard it is informed to the bidders that their performance shall be considered unsatisfactory in case of delayed supply (beyond delivery period) or non-supply of products. BPPI may reject their bid in future tenders considering their unsatisfactory performance of supplies.
- P) Leaked, soiled, broken containers with damaged labels shall not be accepted.
- Q) If BPPI observes some physical defects (like empty blisters, improper labelling) of the supplies during sampling, the batch shall be rejected. If supplier wants to take back the batch for rectification, they can take back at their cost, rectify and send back to BPPI within 15 days otherwise same batch shall not be accepted. Due to rectification, if its shelf life condition as per tender provision does not meet, it shall be at the discretion of BPPI depending upon requirement to accept the goods with penalty.
- R) Tenderers shall not supply the drugs declared banned by Government of India, even if Purchase Order is placed.

20. PACKING:

- A) The drugs shall be supplied in the package specified in **ANNEXURE - VIII** and **ANNEXURE - XII** and the package shall carry the logograms of proportionate size specified in 1 to **ANNEXURE –VII & 2 to ANNEXURE –VII** and shall also conform to Schedule P1 of the Drug & Cosmetic Act & Rules 1945, whether it is applicable.

Note: Due to emergency situation arising out of spread of covid 19 virus, successful bidders may supply the product their existing trade packing with the following information on sticker placed on every unit : -

Provided that such supply must be made within 7 (seven) days of placement of purchase order and supply must be concluded on or before stipulated time as mentioned by the BPPI.

21. QUALITY TESTING & QUALITY CONTROL:

- A. All the batches of the drugs supplied shall be supported by test/ analysis reports furnished by independent NABL Accredited Drugs Testing Laboratory/Central Drug Testing Laboratory/In House Quality Control Laboratory. The Tender Inviting Authority has the right to get the drugs tested at the laboratories of his choice for further verifications, from BPPI empanelled laboratories.
- B. STP (Standard Testing Procedure) for Non- Pharmacopoeia awarded drugs are required to**

submit within 15 days from the date of Letter of Acceptance by mail to Quality and Regulatory officer of BPPI with artwork approval for design of packaging with the logogram as per Clause 21.K.

- C. The Drugs shall have the active ingredients at the prescribed level as indicated in official compendiums throughout the shelf life period of the drug. The samples will be drawn periodically throughout the shelf life period and if found “Not of Standard Quality”, the cost of entire batch paid will be recovered whether consumed fully/partially. Also, action will be initiated for blacklisting as per clause 26 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.
- D. In the event of the samples of Drugs supplied fails in quality tests or found to be not as per specifications, the BPPI is at liberty to make alternative purchase of the items of drugs for which the Purchase orders have been placed from any other sources or in the open market or from any other Tenderer who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the BPPI has every right to recover the cost and impose penalty as mentioned in Clause 26(I).
- E. If the product / sample fails in quality test, every failed batch shall be taken back by the supplier at their own cost and BPPI shall not be responsible for any damage during this period.
- F. The supplier shall furnish evidence of the basis for shelf life and other stability data concerning the commercial final package on request by the BPPI. In case of any complaint in the field, the B.M.R/ B.P.R for the particular batch of the product(s) supplied shall be produced when demanded. **For New drugs, complete stability data of 6 months’ period shall be acceptable.**
- G. **The products should conform to the standards of IP/BP/USP/EP/JP as the case may be. However, the drugs notified in the IP (amended up to date) shall be accepted only if supplied conforming to the standards outlined in the IP.** In case the product is not included in the any of the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing.
- H. The case of admixture of drugs will be treated as a violation of tender conditions and fine will be levied as per clause 26. If such lapses happen more than twice in a tender period such cases will be treated as “Misbranded Drugs”.

22. PAYMENT PROVISION:

- A) No advance payments towards costs of drugs will be made to the supplier.
- B) Payments towards the supply of drugs will be made within 30 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 -V**) to make the payment through RTGS/Core Banking/NEFT.
- C) All bills/Invoices should be raised in triplicate and the bills should be drawn as per GST Rules in the name of Bureau of Pharma Public Sector Undertakings of India, 8th Floor, Videocon Tower, Block-E1, Jhandewalan Extension, New Delhi-110055 or in the name of any other authority as may be designated.
- D)(i) Payments for supply will be considered only after supply of minimum 50% of Drugs ordered in the individual Purchase Order PROVIDED reports of Standard Quality on samples testing are received from Government Analyst or Approved Laboratories of BPPI.
(ii) However, in case of cancellation of a particular purchase order due to failure in delivery,

payment for part supplies less than 50% of the purchase order quantity on the date of cancellation of the purchase order may be considered for release of payment subject to the following:

- a) If the Tenderer have supplied at least 50% of the quantity ordered in the subsequent purchase order within delivery period stipulated in purchase order from the issue of such purchase order.
 - b) If further purchase order is not placed with the supplier due to any reason, not attributable to the supplier, the amount eligible will be paid within 60 days from the date of last supply.
 - c) The payment for part supply as mentioned above will be subject to the deduction of liquidated damages, penalty towards unexecuted quantity, risk and cost etc., as per the tender conditions.
- E) 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.
- F) In case of any increase or decrease in the Taxes/GST after the date of submission of tenders and during the tender period, such variation in the taxes/GST will be to the account of the BPPI. For claiming the additional cost on account of the increase in taxes/GST, the Tenderer should produce the proof of having paid additional amount on this account on the goods supplied to BPPI from the concerned authorities and also must claim the same in the invoice separately. However, the basic price structure and the price of the Drugs approved under the tender shall not be altered. Similarly, if there is any reduction in the taxes/GST 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/GST/statutory levies without any change in the basic price or the price structure of the drugs approved under the tender. Any increase or decrease in taxes/GST and statutory levies will be considered based on the notification issued by the Government.
- G) However, if the firm supplies after originally stipulated Delivery period, increase in taxes/GST due to statutory variation in taxes/GST shall be borne by the supplier. In case of decrease in taxes/GST due to statutory variation in taxes/GST, the same shall be passed on by the supplier to the BPPI.

23. HANDLING & TESTING CHARGES:

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

24. LIQUIDATED DAMAGES & OTHER PENALTIES:

- A) All supply should be made within the stipulated time as per the clause 19.D of the Delivery Schedule and quantity as mentioned in the Purchase Order.
- B) If the supply reaches the Drug Warehouses beyond the stipulated time as mentioned in PO/Bid document, liquidated damages will be levied at the rates 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.
- C) If the supply is received in damaged condition it shall not be accepted. The supplier shall have to replace the goods with damage and the penalty equal to the penalty for unexecuted supplies will be levied for the damaged goods and payments will be withheld till proper replacement.
- D) All the Tenderers are required to supply the product(s) with printed MRP as per purchase order and logogram of appropriate size on the strips, blisters, vials, ampoules & bottles and with prescribed packing specification. If there are any deviation in these Tender conditions, action will be taken to blacklist the product, and/or a separate damage 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.19F,19 H and21.J.

E) If supplier supplied the drug/ time beyond the manufacturing date as mentioned in clause 19. (M) of supply conditions, a liquidation damage will be levied @ 5% per month subject to maximum 30% (Up to 6 months).

F) In all the above conditions, the decision of the Tender Inviting Authority shall be final and binding.

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

- A) If the samples do not conform to statutory standards, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 30 days of the issue of the letter from the BPPI. Such stock shall be taken back at the expense of the Tenderer. Further, actual handling and testing charges shall be paid to BPPI by the supplier otherwise these charges shall be recovered from their pending bill/EMD/Performance Security Deposit.
- B) The BPPI has the right to destroy such “NOT OF STANDARD QUALITY DRUGS” if the Tenderer does not take back the goods within the stipulated time. The BPPI will arrange to destroy the “NOT OF STANDARD QUALITY DRUGS” after the expiry of 30 days mentioned above without further notice and shall also collect handling charges (in case the product is sent back to supplier on freight to pay basis)/ demurrage charges calculated at the rate of 2% per week on the value of the drugs rejected till such time stipulated. Further, the cost of disposal shall be recovered from the supplier.
- C) If any items of Drugs/Medicines/ 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 (Adulterated/Spurious/Misbranded) or otherwise faulty or unfit for consumption, then the contract price or prices of total such batches supplied will be recovered from the Tenderer, if payment had already been made to him. In other words, the Tenderer will not be entitled to any payment whatsoever for Items of drugs found to be of “NOT OF STANDARD QUALITY” whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of drugs from any amount payable to the Tenderer. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.
- D) For the supply of Adulterated/Spurious/Misbranded, as defined in the Drugs and Cosmetics Act, 1940, to BPPI. BPPI reserves the right to blacklist the supplier. No further supplies shall be accepted from the firm/company.

If the tenderer is blacklisted, the tenderer shall also not be eligible to participate in tenders of Tender Inviting Authority of BPPI for supply of Drugs for a period of 5 years from the date of blacklisting.

In case of supply of NOT OF STANDARD QUALITY drug(s) to BPPI, the product shall be blacklisted by BPPI and no further supplies shall be accepted for the particular drug(s). The Tenderer shall also not be eligible to participate in tenders of BPPI for supply of such Drugs for a period of 2 years from the date of blacklisting.

In addition, the Director of Drugs Control of concerned State will be informed for initiating necessary action on the Tenderer in their state. Performance Security Deposit will also be forfeited without any intimation.

- E) 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.
- F) The decision of the BPPI or any officer authorized by him, as to the quality of the supplied drugs,

medicines etc., shall be final and binding. In such cases, the BPPI will be at liberty to terminate, the contract either wholly or in part on 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Performance Security Deposit.

- G) 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 Performance Security Deposit.
- H) Non-performance of any of the contract conditions and provisions will disqualify a firm from participating in the tender for the next 2 years/ Blacklisting the tenderer.
- I) In the event of making Alternative Purchase, as specified in Clause 19.H, Clause 21.J and in Clause 22.F 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 Performance 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.
- J) In all the above conditions, the decision of the BPPI shall be final and binding.

26. BLACKLISTING IN THE EVENT OF WITHDRAWAL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE:

A) BLACKLISTING OF PRODUCT/TENDERER ON WITHDRAWAL OF TENDER

If the Tenderer fails to perform the obligations under the tender conditions / commits default in the performance of the contract/LOA, such Tenderers will be blacklisted for a period of **2 years** by BPPI from the date of intimation besides forfeiture of EMD/ Performance Guarantee.

The Tenderers who have withdrawn after participating in the tender after the last date and time of submission of online bid, either fully or partially, **the entire firm/company** will be blacklisted for a period of **2 years** from the date of intimation by BPPI apart from forfeiture of the Security Deposit/EMD.

B) BLACKLISTING FOR QUALITY FAILURE/QUALITY TEST BY THE EMPANELLED LABORATORIES OF BPPI.

a) Each and every batch of drugs/medicines supplied by the supplier shall be subjected to quality test by the Empaneled laboratories as per the procedure adopted by BPPI.

BPPI shall also draw the samples of products supplied in the marketplace and get the same tested, to make sure the products are conforming to quality requirements till Self life.

b) If the sample of any batch fails in quality test and report is received stating "Not of standard quality" in any test the report along with the chromatograms etc. such batch of drugs shall be rejected & no further procurement of that drug/ from the supplier will be taken for **ONE TIMES** from the date of sample being declared not of standard quality.

(i) If the supplier challenges and request for retesting, the sample shall be tested at government testing laboratory or reputed govt. institute like NIPER. The test report of govt. lab or NIPER will be final and will be binding to the supplier.

(ii) The cost of such Re-testing shall be recovered from the supplier.

(iii) If **2 batches of item/drug** supplied by the same supplier is reported to **NOT OF STANDARD**

QUALITY in specification, then the firm shall be blacklisted for 2 years after observing procedure laid down in Para 27.B.(d) besides forfeiture of Performance Security Deposit.

- (iv) If a single batch of any product(s) supplied by the company/firm declared as Adulterated/spurious/ Misbranded by the Government Authorities during the shelf life of the product supplied irrespective of tender period, the company/firm shall be blacklisted for a period of **2 years from the date of intimation & forfeiture of security deposit.**

C) Quality Test by Statutory Authorities:

- (i) If any drug/ is declared “NOT OF STANDARD QUALITY”, by any government agencies or drug licensing authority, the issue of available stock of the particular item will be stopped. Further, the available stock of the product in hospitals/JAS will be retrieved.
- (ii) If any batch of any product(s) supplied by the company/firm declared, NOT OF STANDARD QUALITY in specification as defined in the Drugs and Cosmetics Act, 1940, by the Government Authorities during the relevant tender period or during quality check within shelf life period, the company/firm shall be blacklisted for a period of **2 years from the date of blacklisting** after observing procedure laid down in Para 27.B(d)

D) Procedure for Blacklisting:

- (i) On receipt of complaint from Distributer/retailers/customers or report from Govt. Analyst/Drug Testing Laboratory indicating that a particular Item/Drug is “**NOT OF STANDARD QUALITY/ ADULTERATED/ SPURIOUS/MISBRANDED**” (As the case may be), a show cause notice shall be issued to the supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, the CEO, BPPI may take appropriate action on merits of the case and impose penalty including the blacklisting of the item of the product/company or firm as deemed fit besides forfeiture of Performance Security Deposit.
- (ii) If a particular item of the drug/ has been blacklisted according to the procedure stated above, the supplier is not eligible to participate in any of the tenders for such item floated by the BPPI until the period of blacklisting is over.
- (iii) If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the BPPI until the period of blacklisting is over.

E) BLACKLISTING FOR NON-SUPPLY:

Due to non-supply of item against any purchase order, 5 % value of purchase order shall be recovered from the supplier in addition of other penal like risk purchase.

In case of repeated circumstances of non-supply of items i.e. 2 times, the supplier may be blacklisted for 2 years in addition of forfeiture of Performance Security Deposit/ EMD and other penal action.

27. 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.

28. RESOLUTION OF DISPUTES

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.

A) ARBITRATION AND JURISDICTION;

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

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

29. CONTACTING THE BPPI BY THE BIDDER:

- A) 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.*
- B) 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.*
- C) 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.*
- D) Notwithstanding anything contained in clause (C) 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.*

30. FRAUDULENT AND CORRUPT PRACTICES:

A) 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.*

B) For Suppliers:

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

31. 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 3 (N)

CHECK-LIST (Whether Uploaded the documents)

COVER – A

S.N.	Check List	YES /No	Page No.	Remarks
1	Check list – ANNEXURE – I as per clause 3. N.			
2	EMD Rs. 10,00,000/- in the form of Bank Guarantee or National Electronic Fund Transfer (NEFT) or Bankers Cheque or Demand Draft as per ANNEXURE-III (Clause 3. A & 6. A).			
3	NSIC or MSME certificate (If EMD is exempted as per Clause No. 3. A Note).			
4	Copies of documentary evidence for the constitutions of the company / Firm/ Proprietorship such as Memorandum and Article of Association, Partnership deed with complete address as per Clause 3. B.			
5	Power of attorney or Resolution of board by which the authorized signatory has been authorized by the Tenderer to sign the tender documents as per clause 3. C.			
6	Copies of WHO-GMP (WHO-Good Manufacturing Practice) as per revised Schedule- 'M'/COPP Certificate of the manufacturing unit issued by the Licensing Authority/ Drugs Control Department/FDA. The WHO-GMP certificate must be valid as on the last date of submission of tender as per Clause 3. G. Note: In case bidder is Distributor/agency, WHO-GMP (WHO-Good Manufacturing Practice) is not applicable.			
7	Copy of Minimum three years old valid Manufacturing License of the product quoted with latest license renewal certificate as per Clause 3.D. Note: In case bidder is Distributor/agency, bidder must submit relevant permission as mentioned in eligibility criteria.			
8	Copy of Maximum Production Capacity Certificate (section wise) issued by concerned Licensing Authority Form Drugs Control Department/FDA highlighting the quoted product section as per Clause no. 3.H. Note: In case if bidder is quoting as Distributor/Agency, the above clause is not applicable.			
10	copy of Non-Conviction Certificate issued by the concerned Licensing Authority from Drug Controller Administration of the State, not older than 12 months as per Clause no. 3.F.			
11	copy of Market Standing Certificate issued by the Licensing Authority from Drug Controller Administration of the State for minimum 2 batches in last 3 Years as per Clause no. 3.E.			

12	Copies of approval of Manufacturing Unit of the any agency like US FDA, TG Australia, Health Canada, EU, MCC South Africa approval, Brazil Anvisa, if any.			
13	Copy of Audited Annual Balance sheet and Profit and loss statement showing details of their Annual average turn over not less than 5 crores (five crore) for three consecutive financial years as per Clause 3. I.			
14	Authorization letter nominating an employee of the tenderer to transact the business with the Tender Inviting Authority as per clause 4. P.			
15	ANNEXURE –II (Declaration for eligibility in participating the tender) original Annexure II delivered to BPPI as per clause 3.J.			
16	ANNEXURE IV {certificate from the C.A. (Chartered Accountant) or Company Secretary. Original Annexure V delivered to BPPI as per clause 3. I.			
17	Copy of PAN Card of the bidder company should be submitted (self-attested).			
18	Copy of certificate of valid GST registration of the bidder company should be submitted (self-attested).			
19	Copy of Income Tax Return for any three of last four Consecutive Assessment years should be submitted (self-attested).			
20	ANNEXURE—V (Mandate form) to furnish company bank details as per clause 24. B.			

NOTE: - EMD instrument, ANNEXURE II, ANNEXURE IV and ANNEXURE V are to be delivered in original to BPPI, rest of the document duly authorized should be submitted on or before stipulate date as mentioned in the tender document “technical cover A”.

Name of authorized signatory:

Signature of authorized signatory:

Company seal:

ANNEXURE –II
(On nonjudicial Stamp Paper)

Ref. Clause No. 3.(J)

DECLARATION

I/WeM/s.....represented by its Proprietor/Managing Partner /Managing Director having its registered office at.....and its factory premises at.....

.....do hereby declare as under: -

(I) that I/we have carefully read all the terms and conditions of tender in ref. no. **BPPI/DRUG/RC-154/2020 dated 05/05/2020** including Amendment(s) to Tender document (if any) issued by Bureau of pharma public sector undertakings of INDIA, New Delhi, 110055 and accept unconditionally all terms and condition of tender document including Amendment(s) to Tender document (if any).

(II) A. that I/We are holding and have uploaded (a) valid drug license for quoted drugs, (b) valid WHO-GMP certificate, (c) 3 years market standing certificate for quoted products issued by licensing authority/ C.A. or ICWA, (d) a certificate manufactured & marketed two batches within 3 years issued by C.A. for quoted drugs, (e) valid non conviction certificate not older than 12 months, (f) declaration of the active API polymorphic form used in formulation for quoted drugs and declare that it is internationally accepted active polymorph (**if any**) and (h) the copies of the specifications for all quoted drugs and STP (standard testing procedure) for Non- Pharmacopoeia quoted drugs and also enclosed all undertaking/declaration as per Annexure mentioned in the tender document.

(II) B. that I/We shall submit the complete stability data (long term stability studies and accelerated stability studies) for all awarded drugs within 15 days from the date of issue Letter of Acceptance. (If manufacturer has licensed a formula from another company and such licensed formula is used for the product, then the stability data of the licensor shall be submitted along with licensing agreement.)

(II) C. that I/we shall supply the drugs as per specification, composition, strength, design, logo and packing given in ANNEXURE-XIII.

On the basis of above undertaking/declaration, the price bid shall be opened subsequently after opening of technical bid. However, any document uploaded with technical bid is not complying as per undertaking, the contract/ Rate Contract shall be cancelled with forfeiture of EMD/Performance Security Deposit/Bank guarantee against tender no. BPPI/DRUG/RC-154/2020 dated **05/05/2020** along with other action.

(III) a.) I/We declare that we possess the valid drug manufacturing license for BPPI's tendered items as per details below:

Sr. No.	Drug Code	Description of Drug/ items as per BPPI Tender	Unit Size	Manufacturing Lic. No.	Date of Issue	Validity of Licence.	Address of Manufacturing Unit

b.) I/We declare that we possess the valid WHO-GMP (World Health Organization-Good Manufacturing Practices) Certificate issued by competent authority and complies and continue to comply with the condition laid 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 Performance Security Deposit and blacklist me/us for a period of 5 years if, any information furnished by us proved to be false at time of inspection and not complying the condition as per schedule M of the said Act for a period of five years.

(IV) (IV)

(a) I do hereby declare that I have uploaded valid GS1 registration certificate for bar coding and will supply the drug with bar code as per ANNEXURE I and as per the design as per enclosures to ANNEXURE XII enclosed with tender document as well as other instruction given in this regard.

(b) We have valid approval of the any agency like US FDA, TG Australia, Health Canada, EU, MCC South Africa approval, Brazil Anvisa, (if any) only for following quoted drugs and relevant certificate & approval indicating/highlighting drug code have been uploaded with technical bid:-

S. No.	Drug Code	Description of Drug/ as per BPPI Tender	Unit Size	Whether approval of the any agency like US FDA, TG Australia, Health Canada, EU, MCC South Africa approval, Brazil Anvisa (yes/No) (Not applicable for &Distributor/agency)

(V) that in pursuant to the conditions in Clause No. 6.(A) 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 tenderdocument.

(VI) that our company/applied items have not been blacklisted/debarred/de-registered/banned **due to quality failure for the quoted product /firm by any State Government / Central Government/ BPPI/ Central or State Government's Drug procurement agencies** for the following products quoted in the tender at the time of submission of bid. Further, quoted drugs have not been failed in house testing or testing by any State Government/Central Government / its Drug procurement agencies/BPPI during last ONE TIMES. We are eligible to participate in the tender ref. No. **BPPI/DRUG/RC-154/2020 dated 05/05/2020** for the following quoted products with mentioned shelf life in Annexure XIII:-

S. No.	Drug Code	Description of Drug as per BPPI Tender	Unit Size	Shelf life in Annexure XIII

Note: Strike whichever is not applicable in case if bidder is quoting as distributor/Agency.

Signed.....

Name:.....

Designation.....

(Company Seal)

Witness: -

(1) Signed:.....

Name:.....

Designation:.....

(2) Signed:.....

Name:.....

Designation:.....

To be attested by the Notary

ANNEXURE-III

Ref. Clause No. 3(A), 6. (A)

DETAILS OF E.M.D SUBMITTED

UPLOAD THE SCANNED COPY OF DRAFT/ PAY ORDER/BANK GURANTEE/NEFT RECEIPT

ANNEXURE- IV

Ref. Clause No. 3. (I)

{Format for a certificate from the C.A. (Chartered Accountant) or Company Secretary}

(I) It is certified that M/s.....is a Private Ltd./Ltd. /Proprietorship/Partnership company/firm/Distributor/Agency and they have PAN no.....and GST registration no.....They have filed Income tax returned and GST returned up to date. The authorized signatory of the company/firm is Shri.....and whose signature is attested as under:.....

(II) The annual Turnover of M/s.for the last three years for manufacturing of drugs are given below and certified that the statement is true and correct.

Sl. No.	Financial Year	Turnover in Crore (Rs.)
1.	2016-17	
2.	2017-18	
3.	2018-19	
TOTAL		Rs..... Crore
Average Turnover per annual		Rs..... Crore

It is certified that M/S(Name of company/ Distributor/ Agency and address)having factory at..... (address of factory) have required plant/plants, machinery/machineries, building/buildings & other infrastructure to manufacture the tendered drugs. It is also certified that the statement is true and correct.

- (III) It is certified that M/s _ financial capacity to manufacture and deliver the drugs quoted by them in the tender as per quantity & delivery schedule mentioned in tender. This certificate is based on their Manufacturing capacity, inventory of raw Material and financial statement.
- (IV) Further, It is certified that M/Sis Micro and Small Enterprises (MSE) and registered with Director of Industries of concerned State/UT or appropriate authorities for quoted drugs against BPPI tender No. **BPPI/DRUG/RC-154/2020** and eligible for exemption of paying EMD. This MSMEs is owned by Scheduled Caste (SC)/Scheduled Tribe (ST) entrepreneurs.
- (V) They have manufactured & marketed/ stocked 2 or more commercial batches of each quoted drugs in last three years.

Date:

Name:.....

Signature:.....

Stamp:.....

RegistrationNo.:.....

NOTE

- (i) Strike which is not applicable in above certificate.
- (ii) MSEs would be treated as owned by SC/ ST entrepreneurs: a) In case of proprietary MSE, proprietor(s) shall be SC /ST b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% (fifty-one percent) shares in the unit c) In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ST promoters.

ANNEXURE V
Ref. clause 23.(B)
MANDATE FORM

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

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

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all the reasons of incomplete or incorrect information, I would not hold Bureau of Pharma Public Sector Undertakings of India (BPPI) responsible. I have read the conditions of the tender / Rate contract entered and agree to discharge the responsibility expected of me / from the company as a tenderer / successful tenderer.

Date:

Signature:

Name :

Designation:

Place:

CompanySeal

(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 –VI

(Ref: -Clause 6.A)

MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas
(hereinafter called the

“tenderer”) has submitted their offer dated.....
for the supply

Of Drugs (hereinafter called the “tender”) against the purchaser’s tender enquiry No.

BPPI/DRUG/RC-154/2020 KNOW ALL MEN by these presents that WE

.....
of Having our registered office A
t

..... are bound unto Bureau of Pharma
Public

Sector Undertakings of India New Delhi(hereinafter called the “Purchaser) in the sum of Rs.
Ten lakh only for which payment will and truly to be made to the said Purchaser, the Bank
binds itself, its successors and assigns by these presents. Sealed with the Common Seal of
the said Bank this..... day of202..

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of thistender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
 - (a) Fails or refuses to accept/execute the contract.

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

This guarantee will remain in force up to 12 months from the due date oftenderi.e and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank).....

Name of the officer.....

Designation of the officer.....

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

ANNEXURE-VII

Ref: Clause No.15.E

Letter of acceptance of tender for Rate Contract

Speed post/e-mail

Ref.No.BPPI/DRUG/RC-154/2020

Date:

To,
M/S-----

**Sub: Tender for the Supply of Drugs and Medicines/ to BPPI for ONE TIMES:
Acceptance tender for Rate Contract.**

**Ref: Your quotation against BPPI e-Tender No. BPPI/DRUG/RC-154/2020 dated:
05/05/2020 opened on (Technical Bid) & on (Pricebid).**

Please refer to your quotation i.e. technical and price bid (BOQ) along with enclosures/Annexure against subject tender read with your subsequent clarification/confirmation for the supply of Drugs to BPPI, the rate offered/accepted by your firm has been approved for Rate Contract for ONE TIMES from the date of issue of this letter.

S. N.	Drug Code	Drug/ item Name	Unit Size	Rates in Rs. Per unit exclusive of GST	Rate of GST (%)	Rates in Rs. Per unit inclusive of GST

- The contract will be with financial limit and BPPI can place the Purchase Order with unlimited variation in quantities indicated in the tender.
- The estimated value of the contract awarded to you is Rs. (inword).
- Performance Security Deposit @5% will be deducted from each bill and accumulated security deposit will be refunded by BPPI to the tenderer within 60 days following the date of completion of tenderers performance obligations under the contract including the shelf life obligation.
- Approval for Artwork should be obtained from our Quality Control department by you within 30 days of release of this letter. (e-mail id: regulatory@janaushadhi.gov.in)
- STP (Standard Testing Procedure) for Non- Pharmacopoeia awarded drugs are required to submit to Quality Control department (e-mail id: regulatory@janaushadhi.gov.in) within 15 days from the date of Letter of Acceptance
- As per clause 8.6 of Tender document, the Rate Contract validity period may be extended for period up to further one time at same rate, terms & conditions with the consent of the supplier.
- The terms and conditions of Rate Contract shall be applicable as mentioned in tender document. By issue of this acceptance letter, the Rate Contract is hereby concluded.

Please acknowledge receipt.

**Authorized Signatory,
For and on behalf of BPPI**

Annexure –VIII

Clause 18 (M)

Bureau of Pharma Public Sector Undertakings of India, New Delhi
Tender for supply of drugs (Tender No. BPPI/DRUG/RC-154/2020 dated 05/05/2020)

(1)	(2)	(3)	(4)	(5)	(6)
S.N.	Drug Code	Generic Name of Drug	Unit Size	Pack Size	Indicative Requirement in Unit Size
1	15	Ibuprofen 200 mg film coated Tablet	10's	10's X 10	1500000
2	18	Azithromycin 250 mg Film Coated Tablet IP	6's	6's X 10	3000000
3	23	Paracetamol Tablets IP 500mg	10's	10's X 10	1500000
4	62	Cefotaxime Sodium 1000mg Injection IP	Vial &wfi	1's x 10	1500000
5	67	Ceftazadime Injection IP 1000mg	Vial &wfi	1's x 10	150000
6	72	Azithromycin 500 mg Film Coated Tablet IP	3's	3's X 20	3000000
7	75	Ceftriaxone Injection IP 1g	Vial &wfi	1's x 10	150000
8	77	Ceftriaxone injection IP 500 mg	Vial &wfi	1's x 10	150000
9	171	MANNITOL 20%	350 ml	350 ml X 6	150000
10	172	Metronidazole 5 mg / ml Infusion	100 ml	100 ml X 6	150000
11	248	Levocetirizine film coated Tablets IP 5mg	10's	10's X 10	1500000
12	251	Montelukast tablet I.P.10 mg	10's	10's X 10	750000
13	273	Dobutamine Injection IP 250mg/20ml	Vial	1's x 10	150000
14	305	Chloroquine Phosphate 250 mg film coated Tablet	10's	10's X 10	1500000
15	806	Bicalutamide Tablet I.P 50mg	10's	10's X 10	1500000
16	946	Lignocaine (Lidocaine) Hydrochloride Gel IP 2% w/v	20g tube	1's x 20	150000
17	8147	Human Body Non Contact Infrared Thermometer	One	One x 10	7500

Annexure – IX

{Ref:- clause 19(K)}

(1)	(2)	(3)	(4)	(5)
S.N.	Drug Code	Generic Name of Drug	Unit Size	Minimum Shelf Life Quoted (Months)
1	15	Ibuprofen 200 mg film coated Tablet	10's	Minimum shelf life 24 Month or as prescribed in "Schedule P".
2	18	Azithromycin 250 mg Film Coated Tablet IP	6's	
3	23	Paracetamol Tablets IP 500mg	10's	
4	62	Cefotaxime Sodium 1000mg Injection IP	Vial &wfi	
5	67	Ceftazadime Injection IP 1000mg	Vial &wfi	
6	72	Azithromycin 500 mg Film Coated Tablet IP	3's	
7	75	Ceftriaxone Injection IP 1g	Vial &wfi	
8	77	Ceftriaxone injection IP 500 mg	Vial &wfi	
9	171	MANNITOL 20%	350 ml	
10	172	Metronidazole 5 mg / ml Infusion	100 ml	
11	248	Levocetirizine film coated Tablets IP 5mg	10's	
12	251	Montelukast tablet I.P.10 mg	10's	
13	273	Dobutamine Injection IP 250mg/20ml	Vial	
14	305	Chloroquine Phosphate 250 mg film coated Tablet	10's	
15	806	Bicalutamide Tablet I.P 50mg	10's	
16	946	Lignocaine (Lidocaine) Hydrochloride Gel IP 2% w/v	20g	
17	8147	Human Body Non Contact Infrared Thermometer	One	

Yours faithfully,

Sd/-

(Anurag Dwivedi)
GM (Procurement & Quality Control)
For & on behalf of BPPI
Ph: 011-49431811

