GOVERNMENT OF ANDHRA PRADESH

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Web site: www.apeprocurement.gov.in

TENDER (e – Procurement platform)

For

Procurement of Sodium Dichloroisocyanurate 35 mg Tablets

(Rate Contract 2019-21)

FOR THE FINALIZATION OF RATE CONTRACT OF ANDHRA PRADESH STATE

TO SUPPLY **Sodium Dichloroisocyanurate 35 mg** TO 13 CENTRAL MEDICINE STORES (CMS)
(Validity of rate contract : 24 months from the date of finalization of Price bid)

Tender Notice No: 43(19-20)/APMSIDC/Medicine Wing/2019-21, Dt: 23.09.2019.

Implementing Agency:
ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION (APMSIDC)
(Formerly APHMHIDC)
(AN ENTERPRISE OF GOVT. OF A.P.)APMSIDC,
Plot No.9, Survey No.49, IT Park, Mangalagiri, Guntur District – 522 503

GENERAL CONDITIONS
For
PROCUREMENT OF GENERAL MEDICINES

Bids are invited on the e-procurement platform from the Primary manufacturers or direct importers to enter into Rate Contract (R.C) for a period of two years for supply of **Sodium Dichloroisocyanurate 35 mg tabs** to 13 Central Medicine Stores located in the District Head Quarters of Andhra Pradesh State. The details of bidding conditions and other terms can be downloaded from the electronic procurement platform of Government of Andhra Pradesh i.e., **https://tender.apeprocurement.gov.in**

1. a) Only firms having own Manufacturing Units who have complied with the provisions of Schedule "M" and having valid Good Manufacturing Practice (GMP) certificate under Drugs & Cosmetics Act 1940 and Rules 1945 or WHO-GMP Certificate.

b) The average annual turnover during last three years i.e. 2015-16, 2016-17 and 2017-18 should not be less than **1 Crore** for the bidders. The bidders should have turnover in each year. The evidence of turnover should be supported by a Certificate from Chartered Account.

2. The Tenderers who participate in the tender shall upload the following scanned Certificates Online.

   i) Processing Fee: The bidder shall remit processing fee Rs. 5625/- online to the account of Managing Director, APMSIDC,Managalagiri (Account No **14210011000314, IFSC code : ANDB0000366**) and upload the original transaction slip with UTR number. Failure to pay the processing fee and submitting the slip in the aforesaid manner will lead to rejection of the bid .

   ii) Valid manufacturing License issued by the concerned Drug control authority/ Valid Import License for Importers.

   iii) Valid Product wise license for manufacturing the products issued by the concerned Drug Control authorities/Valid import license if the product is imported.
   In addition to the state licenses, if any product is declared as new drug, licenses issued by DCGI need to be submitted.

   iv) Annual Turnover certificate supported by a original Certificate from Chartered Accountant.

   v) The Earnest Money Deposit (EMD) shall be Rs.3 lakhs to each firm. The Earnest Money Deposit shall be paid in the form of Bank Guarantee or online to the account of Managing Director, APMSIDC, Managalagiri (Account No **14210011000314, IFSC code : ANDB0000366**) and upload the original transaction slip with UTR number. Failure to pay the EMD and submitting the slip in the aforesaid manner will lead to rejection of the bid.

The bidders should note that the local MSME/SSI units are exempted from payment of E.M.D, subject to production of necessary documents to that extent by them.

vi) Non Conviction Certificate issued by DCA authorities for manufacturers and for direct importers that the firm has not been convicted for the last 3 years, issued on or after 01.04.2019. If the firm stands L1 they have to submit NCC issued on or after 01.10.2019.

In addition to that a Notarized affidavit on Rs. 100/- Non Judicial Stamp paper from the firm's Proprietor / Managing Partner / Managing Director / Authorized Signatory of the firm as per Companies act declaring that the firm is not convicted during the period from 01.04.2019 to till the date of tender submission shall be submitted by the bidding firm.

In the same affidavit the firm has to declare that their firm was not blacklisted by any of the procuring agencies in terms of quality issues and submission of fabricated / forged documents/Default Supplies. If the declaration is proved as false, the firm shall pay Rs.1,00,000/-(Rupees One Lakh) as penalty to APMSIDC in addition to legal action for cheating / misleading the Corporation. If stood L1 and during the Rate Contract Period, the firm or any product of the firm is blacklisted by any of the other Procurement agencies, the same shall be intimated to APMSIDC immediately failing which the penal actions mentioned in this paragraph shall be binding.

(The Notarized affidavit shall be uploaded on E Procurement in online)

vii) Valid GMP certificate as per the provisions of the Schedule "M" from concerned D.C.A or WHO-GMP Certificate. For importers, WHO GMP certificate which is at par with WHO-GMP issued by the licensing authorities for Manufacturing firm like U.S.F.D.A etc. The certificate should be valid as on the date of tendering. (If GMP / WHO GMP validity period is not mentioned in the certificate, it is treated as one year validity for GMP and 2 years validity for WHO GMP from the date of issue of certificate.)

viii) Authorization of a senior responsible Person of the company with Authority to transact business.

ix) All the documents submitted online should be serially numbered and the first page should contain an index of contents.

x) The details of GST i.e. Number etc, should be enclosed in Online.

xi) Declaration form with details of Firm contact number, email ID and address.

xii) Memorandum and articles of association of the company.

xiii) Self declaration of production capacity. In case of bulk quantity if L2 bidder matches with the L1 price, the ordered quantity will be divided in the ratio 70:30. If L2 and L3 also matches then 60:20:20.

xiv) Self declaration of batch size for each quoted product.

xv) Audited balance sheets of last three financial years, 2015-16, 2016-17 and 2017-18.

3. The rate quoted per unit should be inclusive of all taxes, all other levies and duties etc., packing, forwarding to Free On Road (FOR) destination at various locations in A.P., India including Insurance, Storage, Transportation Loading, Unloading, License fee, Octroi, Road permits etc. The Basic Price Should include all levies and duties etc., packing, forwarding to FOR destination at various locations in A.P., India including Insurance, Storage, Transportation Loadings, Unloading, License fee, Octroi, Road permits etc. If there is any variation in GST during the contract period, the same will be taken into account and the rates will be revised accordingly.

4. The Participant Bidders have to submit their bids online at https://tender.apeprocurement.gov.in

5. The Bidders have to scan the above particulars and submit online at https://tender.apeprocurement.gov.in on **09.10.2019** by **5.00 P.M.** Indian Standard Time (IST).

6. All the bidders should quote their rate in Indian Currency only.

7. Details of the Tenders Scheduled are as follows:

a. Downloading of tender document: From **26.09.2019** to **09.10.2019** upto 12.00 PM.

b. Bid submission closing date **09.10.2019** upto **5.00** P.M

c. Time and date of opening of technical bids **: 09.10.2019** at 5.01 P.M

d. Pre bid Meeting on **01.10.2019** at **11 AM** in the Conference Hall,2nd floor

Plot No.9, Survey No.49, IT Park, Mangalagiri, Guntur District – 522 503

(The Bidders shall submit their queries regarding Tender document on or before 5:00p.m. of **30.09.2019** to the Mail ID:**tenders.apmsidc@gmail.com**).

8. **Objections**

Any queries or objections on other participant documents shall be accepted upto **5 pm** of **09.10.2019.** After that no queries will be accepted.

9. **Technical Evaluation:**

a) Technical evaluation is conducted with the DCA authorities.

10. Time extension

a) Tenders must be received on electronic platform not later than the time and date specified in the invitation for Tenders. In the event of the specified date for submission of Tenders being declared as a holiday for the purchaser the Tenders will be received upto the appointed time on the next working day.

b) The purchaser may at its discretion extend this deadline for submission of Tenders by amending the Tender document in which case all rights and obligations of the purchaser and tenderers previously subject to the original deadline will then be subject to be the new deadline.

THE TENDER DOCUMENT

CONTENT OF TENDER DOCUMENT

The goods required, tender procedures and contract terms are prescribed in the tender documents.

a. Instructions to bidders.

b. Conditions of Contract.

c. Price Schedule (Model Tender Format)

A) INSRUCTIONS TO TENDERER

1. The tenderer is expected to examine all the instructions, forms, terms and Specifications in the tender documents. Failure to furnish all information specified in the tender documents, or submission of tenders not substantially responsible to the tender document in every respect will be at the Bidder's risk and may result in rejection of Tender.

2. **Procedure for Evaluation of Tenders: -** Evaluation of bids will be done in two stages:

- **Technical Evaluation**. Technical evaluation will be based on information furnished in the Technical bid document and the supporting documents. Technical evaluation will be done by Technical Evaluation Committee as per

G.O.Rt.No.1357. To qualify in the Technical bids, a bidder has to satisfy all the conditions and furnish all supporting documents.

- **Financial Bid Evaluation**. Bids of the only those bidders who qualify in technical evaluation will be opened for evaluation of Financial bids. Financial bids will be evaluated based on prices of all inclusive prices quoted in the tender.

3. PREPARATION OF TENDERS

LANGUAGE OF THE TENDER

The tender prepared by the tenderer and all correspondence and documents relating to the tender exchanged by the tenderer and the purchaser, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language so long as accompanied by an English translation of its pertinent passage in which case, for purpose of interpretation of tender, the English translation shall government.

4. PRICE SCHEDULE/FINANCIAL BID

The tenderer shall complete the Price schedule on e-procurement Platform and should submit online only.

5. AWARD OF CONTRACT:

The Purchaser reserves the right to accept or reject any tender, and to annulment the tender process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the purchaser's action.

The Managing Director, APMSIDC will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on one month's notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.

6. NOTIFICATION OF AWARD.

The Tenders shall be valid up to 90 days from the last date of receipt of tenders. Prior to the expiration of the period of tender validity, the purchaser will notify the successful tenderer in writing by registered letter, that its tender has been accepted. In exceptional circumstances, the purchaser may solicit the Tenderers consent to an extension of the period of the validity and in such case the responses there to shall be made in writing. The EMD provided shall also be suitably extended. Tenderer may refuse the request without forfeiting the EMD

7. ENTERING INTO AGREEMENT

Within 10 days of the receipt of the acceptance letter, the successful tenderer shall enter into agreement on Rs.100/-(Rupees one hundred only) worth Non-Judicial Stamp Paper. The specimen form of agreement will be supplied by APMSIDC. Failure of the successful tenderer to enter into constitute sufficient grounds for the annulment of the award, in which even the Purchaser may make the award to the next lowest evaluated tenderer or call for new tenders, duly forfeiting the E.M.D.

The purchase order will be issued from time to time for a specific quantity during the course of Rate Contract Period. The supplier should supply the goods at the rate for which the Agreement is concluded for the purchase orders placed.

8. **CONDITIONS OF TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO APMSIDC UP TO A PERIOD OF TWO YEARS FROM THE DATE OF AGREEMENT**

I. APMSIDC reserves right to reject the tender of companies blacklisted by APMSIDC or any other State/National Organizations.

II . The tenderers are requested to note that any taxes to be deducted at source at the rate fixed by the appropriate Govt. i.e. State / Central,

III. The tenderer to whom supply contract is awarded shall not charge a higher price to APMSIDC than the price he quotes to any other Govt. organization or to a private Agency during the validity period of Rate Contract. If it is found that the firm has quoted a lower rate in another tender for another

organization in the country and that it is not passing on the benefit of the lower rate to APMSIDC the differential amount will be deducted from the bills of the Firm. Such firms will be blacklisted for a period of 2 years.

IV. The manufacturers who are awarded the supply contract are required to manufacture the drugs in their own units which are directly under the supervision of the board of Directors of the Company. Out sourcing of the supply from other units will not be permitted.

9. EARNEST MONEY DEPOSIT :

Every Tender should accompany an Earnest Money Deposit in the shape of Bank Guarantee or payment in online in favour of Managing Director, APMSIDC, Mangalagiri and this E.M.D. is refundable to the unsuccessful tenderers.

SSI firms located within the State of Andhra Pradesh (13Districts) holding Permanent Registration Certificate from the District Industries Centers of Department of Industries, Govt. of A.P. will be granted exemption from payment of Earnest Money Deposit.

10 . AGREEMENT

Each successful Bidder is directed to execute an agreement by furnishing Performance security and a non judicial stamp paper of value of Rs. 100/- (Stamp duty to be paid by the bidder) to the Managing Director, APMSIDC, within 10 days from the date of receipt of intimation that his bid has been accepted. The specimen form of agreement will be supplied by the Managing Director, APMSIDC.

11 . PERFORMANCE SECURITY DEPOSIT

- The successful tenderer shall be required to pay a Performance Security Deposit of 5% of the contract value subject to a maximum of Rs.10 lakhs per product. The Performance Security Deposit should be paid in respect of each contract on or before the due date fixed, in the form of Bank Guarantee or Demand Draft drawn in favour of the Managing Director, Andhra Pradesh Medical Services & infrastructure Development Corporation, Mangalagiri, Guntur Dist.

- The Security Deposit furnished by such tenderer in respect of his tender will be returned to him upon complete fulfillment of the tender period or the extended period if any to the satisfaction of the Managing Director, Andhra Pradesh Medical Services & infrastructure Development Corporation, Mangalagiri, Guntur Dist.
- In the case of successful tenderers, the Earnest Money Deposit may, at the discretion of Managing Director, Andhra Pradesh Medical Services & infrastructure Development Corporation, Mangalagiri, Guntur Dist be adjusted towards the Security Deposit payable by him.
  Unsuccessful tenderers EMD will be released after signing of the agreement by successful tenderer or after expiry of tender validity period.

12. QUANTITIES, PRICES AND OTHER CONDITIONS

- The Quantity mentioned is only the probable requirement and may increase or decrease as per the decision of the Managing Director, APMSIDC. The rates should not vary with quantum of the order or the destination.
- Tenders have been called for on the generic names of drugs only. The bidders should quote the rates for the generic products and should supply generic drugs only. Imported drugs will be accepted with their original labels with which they were imported into India.
- If the DCA authorities not mentioned any particular packing while issue of license, all packing specifications/ volumes will be considered. But, if the DCA authorities issued license with particular packing specifications / volumes, then it will be treated as the license is issued for that particular specifications/ volumes only.
- Rates inclusive of all duties and taxes should be quoted for each of the required drugs, medicines etc., separately on FOR basis, in metric system units according to the unit asked for, together with manufacturer name, license number under the Drugs and Cosmetics Act, 1940 (Central Act 23 of 1940), Composition Strength of the Drugs, medicines etc., offered. Tender for the supply of Drugs, Medicines, etc., with conditions and tender in which the rate is quoted

for a unit other than the one asked for shall not be considered. No handling, clearing or transport charges etc will be paid. The deliveries should be made as stipulated in the purchase order placed with successful tenderers.

- Bidder has to quote the price online only in the price schedule before 5.00PM on **09.10.2019**.
- The total unit price should be inclusive of all taxes, packing and forwarding FOR destination etc.
- All the bidders shall quote price for each Bottle, Sachet, Injection and for the Tablets and capsules the price maybe quoted for 100 Tablets / Capsules. If any firm is having the special packing like 30,60 or 140 Tablets or Capsules they can quote their price for their packing description and shall be mentioned in remarks column.
- All rates quoted by the bidder should be valid for a period of two years from the date of acceptance of the lowest bid.

13. The price quoted by the tenderer shall not in any case, exceed the controlled price, if any fixed by Central / State Government and the maximum retail price [MRP]. The APMSIDC at its discretion, will exercise, the right to revising the price at any stage so as to confirm to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice any other action that may be taken against the tenderer.

14. If the Supplier/Rate Contract firm has not started the supply to the point of delivery as noted in the schedule noted above, the purchase orders will be cancelled and the corporation is at liberty to make alternative purchase of the items of medicines for which the purchase orders have been placed from any other sources or from 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 corporation has every right to recover the cost and impose penalties as mentioned in other parts of this document.

Apart from risk purchase action, the tenderer shall also suffer forfeiture of the Security Deposit.

15. The rate quoted and accepted will be binding on the tenderer for the stipulated period and on no account will any variation in the price be entertained till the completion of this tender period.

16.1 The value of the NSQ drugs will be deducted from the bills amount payable to the firm or from the performance security deposit of the firm.

16.2 If the drug is not consumed before its expiry date, the supplier should replace the short expiry/expired quantity with fresh stock of longer shelf life, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be deducted from the bills or any other amount payable to the firm.

17. NOTE:

(a). No Tender shall be quoted for a product for which the company has been blacklisted either by A.P Rate Contract Committee or by any other state / Central Government organization

(b). No Company which has been blacklisted either by AP Rate Contract Committee, APMSIDC or by any other State Government or Central Government Organizations shall participate in the bid during the period of blacklisting.

(c). No Tenderer shall be allowed at any time on any ground what so ever to claim revision of or Modification in the rates quoted by him. Clerical error, typographical etc., Committed by the bidders in the bid forms shall not be considered fter opening of the bids. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be considered under any circumstances and the bids of those who have given such conditions shall be treated incomplete and for that reason, shall be summarily rejected.

d). The Tenderer should supply the items at the rate quoted by him during the contract period. If at any time the price of bidded items is reduced by any law or Act of Central or State Government. Or by the Bidder himself, the payment will be made at reduced rate.

18. LOGOGRAMS:

Bids for the supply of drugs and medicines etc., shall be considered only if the bidder gives an undertaking in his bid that the supply will be prepared and packed with the logogram either printed or embossed of affixed on tablets and capsules, bottles etc., as per the design enclosed in Annexure – I. All the tablets and capsules have to be supplied in standard packing of 10x10 or 5 x 10 x 10 in strip or blister packing with different colour of PVC on one side and with aluminum foil on other side with printed logogram and shall also confirm to Schedule P1 of the Drugs and cosmetics rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted. Vials, ampoules and bottles containing items bided for should also carry the logogram. Bids of manufacturers who are not willing to agree to this condition will be summarily rejected. Failure to supply drugs etc., with the logogram will be treated as breach of the terms of agreement and render the bidder liable for forfeiture of the EMD and security deposit, in addition to recovery of any attributable loss incurred by the Andhra Pradesh Medical Services & infrastructure Development Corporation.

19) PACKAGING CONDITIONS

Drugs and medicines shall be supplied in the packaging specified for the drug and carry the logograms specified as per the Annexure I. The Drug and medicines shall be supplied with their coding.

Apart from the above, the packing in each carton shall be strictly as per specifications mentioned in **Annexure – IV.** Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.

(a) The cap of bottles of preparations should not carry the name of the supplier.

(b) The labels in the case of Injectables should clearly indicate whether the preparations are meant for IV, IM,ID & SC etc.,

Note :- If the supply is received in damaged condition in respect of primary packing, it shall not be accepted. In case of any acceptable deficiencies or damages in the secondary or tertiary packing, marking and documentation**,** the supply will be accepted only after levying penalties on the total value of supply to that destination. The penalties are Drug condition 2% , supplies in brand name 0.5%, non printing of AP GOVT logo 0.5% , MRP printing 0.5%)

20. QUALITY TESTING:

- Samples of supplies in each batch will be chosen at the point of supply of distribution/ storage points for testing. The samples will be Sent to different Laboratories approved by DCA for testing or as decided by the APMSIDC.
- The drugs shall have the active ingredients at the maximum permissible level throughout the shelf life period of the drug. The samples will be drawn periodically throughout the shelf life period.
- The supplies will be deemed to be completed only upon receipt of the Quality certificates from the laboratories. Samples, which do not meet quality requirements, shall render the relevant batches liable to be rejected. If the samples do not conform to statutory standards, the bidder will be liable for relevant action under the existing laws. APMSIDC has the right to destroy such substandard goods.

- The bidder should clearly understand that the decision of the Managing Director, Andhra Pradesh Medical Services & infrastructure Development Corporation or any officer authorized by him as to assess the quality of the supplied drugs, medicines etc., shall be final and binding.

- Each and every batch of drugs received from the firm will be subjected to quality test. As soon as the supply is made in the Central Drug Stores, the

samples will be drawn by the quality control wing of APMSIDC and sent to the empanelled analytical testing laboratories for their quality testing as per pharmacopoeia and other standards.

- Whenever a particular Drug is declared as "Not of Standard Quality" (NSQ) by the above laboratories in assay , dissolution and for

- **Liquid Preparations :** Showing Presence of Fungus, Foreign matter, Non Dispersible Lump or Cake formation

- **Parentral preparations:** Failing in Test for Sterility, Test for Pyrogen / Endotoxin or undue Toxicity.

- **Sera / Vaccine :** Failing in Test for Sterility, Toxicity , Moisture Content

- **Ophthalmic preparation:** Failing in test for Sterility, Fungal Growth, Foreign Matter.

- **Powders :** Fungal Growth

another sample of same batch will be sent to DCA / CDL on the request of the firm at their cost for second opinion. In case the drug is declared as NSQ in the second opinion, then the item of the firm will be blacklisted against the firm. The DCL/CDL declares the product as NSQ the item of the firm will be blacklisted.

- In case of other parameters, if 3 batches are declared as NSQ then only the item of the RC approved firm will be black listed against the firm.

- The amount of the NSQ batch shall be deducted from the amount payable to the firm or from the performance security deposit of the firm. No purchase orders will be placed for the black listed item of the firm.
- 1) In case a firm is supplying more than one product and one of the products is declared as NSQ, in such case, in addition to the measure suggested above,

25% of total bill amount submitted by the firm will be withheld for a period of four months and will be paid after monitoring satisfactory supply of all other products.

2) If two items of any firm are black listed then the entire firm will be black listed and it will not be allowed to participate in tender for 3 consecutive years from the date of blacklisting

- The supplier shall furnish to APMSIDC the evidence of Bio-availability and/or Bio-equivalence reports of the drugs upon demand for certain critical drugs.
- The supplier shall furnish the evidence of the basis for expiration dating and other stability data of the drugs on request by the Corporation.

21. ACCEPTANCE OF BIDS AND SUPPLY CONDITIONS

- The Managing Director, APMSIDC reserves the right to reject the bids or to accept the bids for the supply of all articles or for any one or more of the articles bided for in a bid without assigning any reason.
- The Managing Director, APMSIDC will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on one month's notice. The bidder will not be entitled to any compensation whatsoever respect of such termination. The acceptance of the bids shall be communicated to the bidders in writing.
- The supply should be started within 45 days and should be completed within 70 days from the date of receipt of purchase order in phased manner. If no supply is received even after 70 days of receipt of the purchase orders from the supplier, the MD, APMSIDC is authorized to impose a penalty at the rate of 0.5 % of the value of goods not supplied will be levied for each day delayed upto a maximum period of 20 days if Multiple bidders have been qualified and 30 days if single bidder is qualified, after this period the P.O. is deemed to be cancelled. Supply shall be considered complete only upon receipt of at least 95% of the ordered quantity at each of the 13 District Warehouses and

uploading of the required documents in eAushadhi software. The date of actual receipt of the goods or the date of uploading of the required documents whichever is later shall be considered as date of receipt of the material.

- For the drugs requiring the CDL Kasauli clearance for release of the batch, the supply period will be 100 days instead of 70 as these products need not have to undergo Quality analysis and can be issued from the date of receipt itself.

- If the bidder fails to execute the supply within the stipulated time, the APMSIDC is empowered to levy 10% penalty of the unexecuted value or differential cost incurred for the alternate purchase, whichever is higher.
- All the supplies will be scheduled for the period from the date of acceptance till the completion of the bid in installments, as may be stipulated in the supply order. The supplied medicines and drugs should have a minimum potency for the maximum period as prescribed in the Drugs and Cosmetics Act 1940 and rules there under on the date of supply.
- It shall be the responsibility of the bidder for any shortages, damages at the time of receipt in the Central drug Stores and APMSIDC is not responsible for receipt of drug for which no order is placed.

22. Inspection of the firms

Whenever corporation feels that it is necessary to inspect the firm and its manufacturing facility either by MD or any person/committee nominated by MD, the bidder shall provide all data, documentation and information without cost. If any adverse report is received in such inspection, APMSIDC will issue show cause notice to the firm. If the reply is found not satisfactory, the APMSIDC shall have the right to reject the bid or terminate/ cancel the orders already issued or not to issue any further order.

The tenderer, whose manufacturing unit is found to be not complying with GMP or WHO-GMP during inspection, will be levied with a fine of Rs.50,000/- or the expenditure incurred by the APMSIDC in conducting such inspection whichever is higher. This fine amount shall be deducted from the EMD deposited by the bidder or from any other amount payable to them in any

nature. The amount shall be deducted without any notice. In case of deficit, legal action will be taken against the bidder for recovery as per law.

23. PAYMENT PROVISIONS:

A) No advance payments towards costs of GENERAL DRUGS & I.V. FLUIDS will be made to the bidder. However as far as possible Payment will be made within 30 days after receipt of material at Central Drug stores.

b) Payments towards the supply of GENERAL DRUGS & I.V. FLUIDS Will be made strictly as per the rules of the Andhra Pradesh Health & Medical Housing & Infrastructure Development Corporation.

c) No claims shall be allowed against the Andhra Pradesh Health & Medical Housing & Infrastructure Development Corporation in respect of interest on Earnest Money Deposit or on Security Deposit or late payments.

d) In case of any enhancement in GST due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional GST so levied will be allowed to be charged extra as a separate item Without any change in price structure of the GENERAL DRUGS & I.V. FLUIDS approved under the tender.

e) Payments will be made after completion of 50% of supplies of order quantity and remaining will be paid after completion of 95% of supplies of order quantity at each of the 13 District warehouses.

24. PENALTIES :-

- If the successful bidder fails to execute the agreement and / or deposit the required security within the time specified or withdraws his bid after the intimation of the acceptance of his bid has been sent to him or other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit shall stand forfeited to the Andhra Pradesh Medical Services & infrastructure Development Corporation and he will also be liable for all damages sustained by the Managing

Director, Andhra Pradesh Medical Services & infrastructure Development Corporation, by reasons of breach, such as failure to supply / delayed supply, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be accessed by the Managing Director, Andhra Pradesh Medical Services & infrastructure Development Corporation whose decision is final in the matter.

- If any articles or things supplied by the bidder have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption, then the contract price or prices of such articles or things will be recovered from the bidder, if payment had already been made to him. Otherwise the bidder will not be entitled to any payment whatsoever for such article. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Managing Director, Andhra Pradesh Medical Services & infrastructure Development Corporation and the bidder shall be liable for all the losses sustained by the Andhra Pradesh Medical Services & infrastructure Development Corporation in consequence of the termination which may be recovered personally from the bidder from his properties, as per rules.
- In the event of supplies declared as NSQ, contract with the bidder will be suspended and purchases made from alternative suppliers. Such Firm may be black listed for three (3) years beginning from the date of blacklisting. The bidder shall also be liable for action under criminal law and the matter shall be notified to the concerned Licensing authority of the Drugs Control Administration.
- In all the above conditions, the decision of the Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation shall be final and binding.
- In the event of any dispute arising out of the bids such dispute would be subject to the jurisdiction of the Civil Courts within the city of Mangalagiri.

26. SAVING CLAUSE:-

a.) No suit, prosecution or any legal proceedings shall lie against APMSIDC or any person for anything, which is done in good faith or intended to be done in pursuance of bid.

b.)A supplier / firm whose products or the supplier/firm, itself have been blacklisted by the corporation which is displayed in the corporation website i.e. http://msidc.ap.nic.in may within 15 days from the date of display, appeal to the State Government i.e. Special Chief Secretary/ Principal Secretary to state Government who deals the subject of APMSIDC activities in HM&FW Department A.P.

27. Special Condition:-

(a). If any Company / Supplier quotes a lower rate to any other Agency / State in the country at a rate lower than the rate at which supplied to APMSIDC during the Rate Contract period, the differential amount is liable to be recovered. The Supplier/ Company should furnish undertaking (Annexure II) that they will remit the differential cost if they quote and supply at a lower rate to any other Agency / State etc. in the country than the rate quoted or at which supplied to the Andhra Pradesh Medical Services & Infrastructure Development Corporation during the rate contract period.

(b). Substantiated supply of any part of whole consignment without meeting the quality specification shall also entail blacklisting of the firm for a minimum period of three years for that particular product apart from recovery of loss and such other action as provided for under the Drug and Cosmetics Act 1940 by rules 1945 and conditions of the tender document.

(c) If the product is in BP/USP, at the time of granting product license by the DCA and the product later comes under IP the product shall be supplied in IP only .

(d) If the product is not in IP, the firms who are having product approval in BP/ USP are eligible to participate in the tenders

28) Penalty charges for delayed supply of drugs:

1) 70 days from the date of issue of PO. -- No penalty.
2) For the next 20 days i.e. 71st day to 90th day -- 0.5% per day of the value of drugs received during this period. The Purchase Order will be cancelled beyond 20 days from the stipulated period of supply of drugs if the product has multiple bidders and if only single bidder is approved the Purchase Order will be cancelled beyond 30 days from the stipulated period of supply of drugs. If more than one Purchase Order is not supplied in the stipulated period of supply then the firm will be declared as undependable supplier for the products for which the supplies are not executed.
3) The corporation will be at liberty to procure the drugs from L2 firm (or) Other lowest bidder and even from open market as situation demands and recover the extra cost from the L1 firm in case the bidder fails to supply (the rate difference between Rate Contract rate and Procured rate) from the amount payable or from the performance Security deposit of the Rate Contract holder.

Note: a) Purchase orders will be placed based on necessity and requirements only.

b) List of Drugs are appended at Annexure VII . For clarity on Specifications please refer Annexure VII while quoting the rates.

29) Appeals

29.A). A supplier/firm who's product or the supplier/firm, itself have been blacklisted by the corporation which is displayed in the corporation website i.e.://msidc.ap.nic.in// may within 15 days from the date of display, may appeal to the Director General, Drug Control Administration, A.P

The Director General, Drug Control Administration, A.P., after such enquiry into the matter, as is considered necessary and after giving the said supplier an opportunity for representing his views, may pass such order in relation thereto as he thinks fit

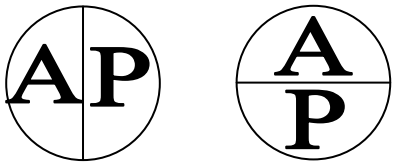
29.B). If the firm is not satisfied with the outcome may appeal within 15 days to the Principle Secretary, Health, Medical & Family Welfare, A.P. for review.The State Government after such enquiry into the matter, as is considered necessary and after giving the said supplier an opportunity for representing his views, may pass such order in relation thereto as it thinks fit.

Managing Director

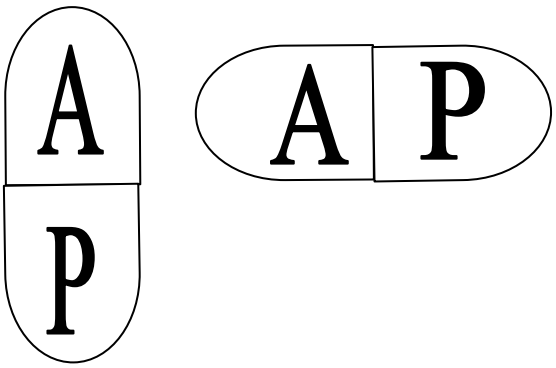
ANNEXURE -I

DESIGN FOR LOGOGRAMS

TABLET

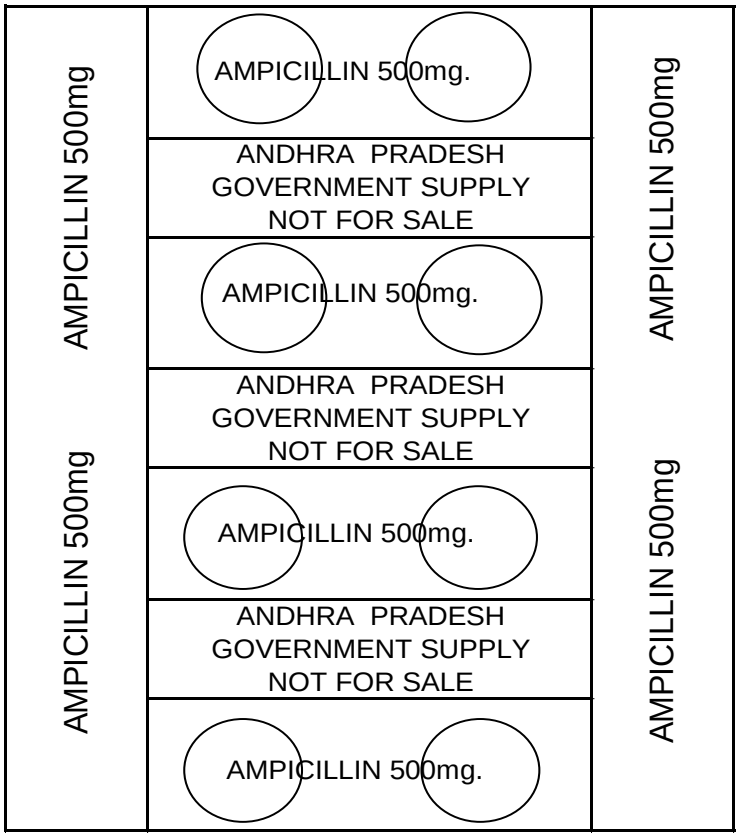


CAPSULE



DESIGN FOR STRIP

REAR SIDE



MANUFACTURED BY

MFG. LICENCSE NO:
BATCH NO:
DATE OF MANUFACTURE:
DATE OF EXPIRY:

SCHEDULE

NOTE:

BRAND NAME OF THE DRUG SHOULD NOT BE PRINTED ANY WHERE for indigenous products

Imported medicines accepted in brand name

INJECTIONS

Injection in ampoule form should be supplied in Double constructed neck ampoules with the label bearing the words "Andhra Pradesh Govt. Supply – Not for sale" over printed and letter containing the logogram No. 1. Which will distinguish them from the normal rate packing.

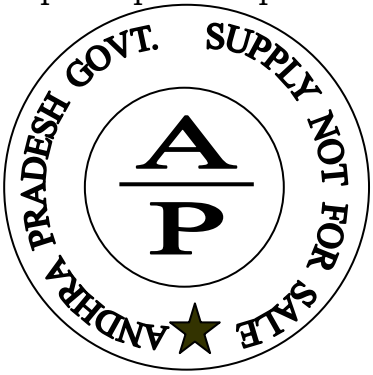
Logogram No.1

The vials should be supplied with aluminum seals containing the logogram.

In addition to the label bearing the logogram Andhra Pradesh Govt. Supply – Not for sale and the logogram No.1

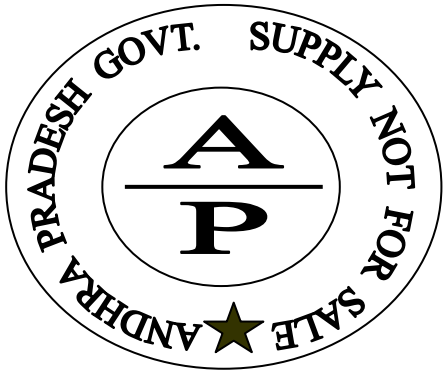
LIQUIDS

Liquid preparations either be in HDPE bottles/ glass bottles depending on the nature of the product with pilfer-proof caps bearing the logograms:



On the top of the cap and the label to be affixed on the containers should bear a distinct colour different from the colour of the label of the trade packs and they should be over printed in red colour with the words Andhra Pradesh Government Supply -Not For Sale and the logogram above.

Top of the cap



SPECIMEN LABEL FOR OUTER CARTON

A.P. GOVT.

SUPPLY

NOT FOR SALE

(or)

ఆంధ్రప్రదేశ్ ప్రభుత్వ
సరఫరా
అమ్మడానికి కాదు.

DECLARATION

I do hereby declare that I will supply the drugs and medicines as per the above design.

Signature

ANNEXURE II

DECLARATION FORM

I/We_____having our_____ Office at_____. The conditions of tender sent to me / us by the Managing Director, Andhra Pradesh Medical Services & Infrastructure Development Corporation, Mangalagiri for the tenders floated by him for the supply of drugs, medicines etc., for the tender for a period of two years from the date of acceptance and a Tender by all conditions set forth therein.

We hereby accept to supply the drugs at the accepted _____ (price) rates quoted by us in the tender document against the selected item or any matching price of Drug Price Control Organization (DPCO) as accepted by the department.

We will not quote & supply the drugs to the any agency / state in the country at the rate lower than the rate quoted in this tender.

If we quote lower rate than the rate quoted to the APMSIDC to any other agency / state in the country in future we will remit the differential cost to the APMSIDC.

I / We further declare that I / We posses valid Drug License bearing No.

valid upto

Signature :

Date :

Name of the
Firm and address :

Annexure-III

STATEMENT OF CAPACITY OF PRODUCTION

01. Name of the firm :

Address
Telephone
Telex

The installed capacity of this firm is as follows per shift

Tablets	Vials
Capsules	Dry syrups

Internal

(Liquids And colloids)

Syrups	Ampoules

External

Liquids

Signature of the tenderer: _____ Date _____

Full Name (IN BLOCK LETTERS) _____

NOTE :- Details are to be provided for two month's production capacity

Signature and seal of the Tenderer_____

ANNEXURE-IV

I. SCHEDULE FOR PACKING OF GENERAL DRUGS & I.V.FLUIDS

GENERAL SPECIFICATION :

1) No corrugated package should weight more than 15 kgs (ie. Product + inner carton + corrugated box). Except in the following cases :

   a) Glutaraldehyde Solution
   b) Conc. Heamodialysis Fluid

2) All Corrugated boxes should be of 'A' grade paper ie., Virgin.

3) All items should be packed only in first hand box only.

FLUTE :

4) The corrugated boxes should be of narrow flute.

JOINT :

5) Every box should be preferably single joint and not more than two joints.

STITCHING :

6) Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not jointed using calico at the corners.

FLAP :

7) The flaps should uniformly meet but should not over lap each other.

   The flap when turned by 45-60^{o} should not crack.

TAPE :

8) Every box should be sealed with gum tape running along the top and lower opening

CARRY STRAP:

9) Every box should be strapped with two parallel nylon carry straps. (They should not intersect).

LABEL:

10) Every corrugated box should carry a large label clearly indicating that the product is for " A.P. Govt. Supply – Not for Sale". The lower one third of the large label will indicate in bold the value of the product as depicted in Annexure III of this document.

11) The product label on the carton should be large atleast 15 CMS x 10 CMS dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

OTHERS:

12) No box should contain mixed products or mixed batches of the same product.

13) Every consignment of blood and blood related products should be certified as

a) AIDS Free

b) Hepatitis B Free

Strips of **aluminum foils** refer to gauge 04.

Aluminum foils as back material for blisters refer to gauge 025.

All hygroscopic drugs and sugar-coated tablets should be stripped in aluminum foil.

The rigid PVC used in blister packing should be of not less than 250 microns.

All glass bottles should be new, neutral glass and of USP type I glass.

I.V. Fluids bottles should be fitted with nipple caps.

Small tablets packed in blisters should be so packed to facilitate removal of the tablet without breaking / crushing.

Specifications of outer cartons are as given in the schedule. (annexure VII)

In case of any conflict between carton specifications and packets per carton specifications (Last column of this table), the specification of the carton / annexure VIII shall prevail.

All tablets should have score line.

All liquid orals should be provided with a measuring device

All plastic containers should be made of virgin grade plastic of HDPE/LDPE.

All plastic jars above 450 gms/ml should carry an inner plastic lid and should be of HDPE.

II SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS/CAPSULES/PESSARIES

1) The box should not weigh more than 7-8 kgs. The grammage should be 120-150 gsm (outer paper should be 150 gsm and others may be 120 gsm).

2) The box should be of 5 ply with Bursting strength of 9 kg/Cm^2

III SPECIFICATION FOR IV FLUIDS

1) Each corrugated box may carry a maximum of 50 bottles of 100 ml in 2 rows with individual sealed polythene cover center partition pad, top and bottom pads of 3 ply.

2) Grammage : 120-150 Gsm(outer paper 150 gsm; Others may be 120 gsm).

3) Ply : 5 or 7 ply.

4) Bursting Strength : Not less than 12 Kg/Cm^2

IV SPECIFICATION FOR LIQUID ORALS: 50 ml to 120 ml bottles.

1) 100 bottles of 50 ml or 60 ml may be packed in a single corrugated in 2 rows with top, bottom and center pad of 3 ply.

   50 bottles of 100 ml – 120 ml may be packed in a similar manner in a single corrugated box.

2) If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.

3) Grammage : 120 – 150 Gsm (outer paper 150 gsm; others may be 120 gsm)

4) Ply : 7 Ply

5) Bursting Strength : Not less than 12Kg/Cm^2.

6) In case the box is heavier than 7 kg but less than 10 kg, the grammage may be 150gsm (outer paper 150gsm; others may be 120 gsm) 5 Ply and bursting strength should not be less than 9kg /Cm^2.

V. SPECIFICATION FOR INJECTABLES(IN VIALS)

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

2) CB for vials should be of 150 Gsm (outer paper 150 Gsm; others be 120 Gsm) and 3 ply, while CB for ampoules should be of 150 Gsm (outer 150 Gsm; others may be 120 Gsm) and 5 ply.

3) Bursting strength for CB boxes for

   a) Vails : Not less than 12 Kg/Cm^2

   b) Amp : Not less than 9 Kg/Cm^2

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

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

6) In case of ampoules every grey board box should carry 5 ampoule Cutters and to be placed in a polythene bag.

7) Eye and ear drops Vials has to be packed in plastic bottles of HDPE/LDPE with HDPE cap and should be packed in an individual carton and they should be packed in 50's in a Grey board box.

VI. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

1) No corrugated box should weigh more than 7-9 kgs.

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

3) Grammage : 120-150 gsm (outer paper 150 gsm; others may be 120 gsm).

4) Ply : 5

5) Bursting Strength: Not less than 9 Kg/Cm^2

VII. SPECIFICATIONS FOR ORS

1) THE SACHETS SHOULD BE OF Aluminum foil laminated with glassine or heat sealable plastic film, outer paper may contain label information.

2) 50 sachets may be packed in grey board boxes and 10 grey board boxes in a CB.

3)	grammage	:	120-150 gsm (outer paper 150 gsm; others may be 120 gsm)
4)	Ply	:	5
5)	Bursting strength	:	Not less than 9 Kg/Cm^2

Annexure –V
DECLARATION

I,.....S/o..... aged about..... Years Resident of.....do here by affirm on oath as under.

That I am Managing Director/Director/Partner/Proprietor of M/s.....on whose behalf an application for grant of License to manufacture Drugs has been made to the Licensing Authority.

That I am responsible for the day to day affairs and conduct of business of M/s..... for the purpose of Section 34 of the Drugs and Cosmetics Act, 1940 to which M/s..... and its Director/Partners etc., are held liable for any act of omission punishable under the Drugs and Cosmetics Act, 1940 and other enactment enforced by the Officers of Drugs Control Administration.

That in the event of any change in the constitution of the Company, I will inform the concerned licensing authority.The following are the Directors/Partners of the Company as on date and whose Names and permanent address are given below:

Name . S/O Age Residential Addresses .

1.
2.
3.

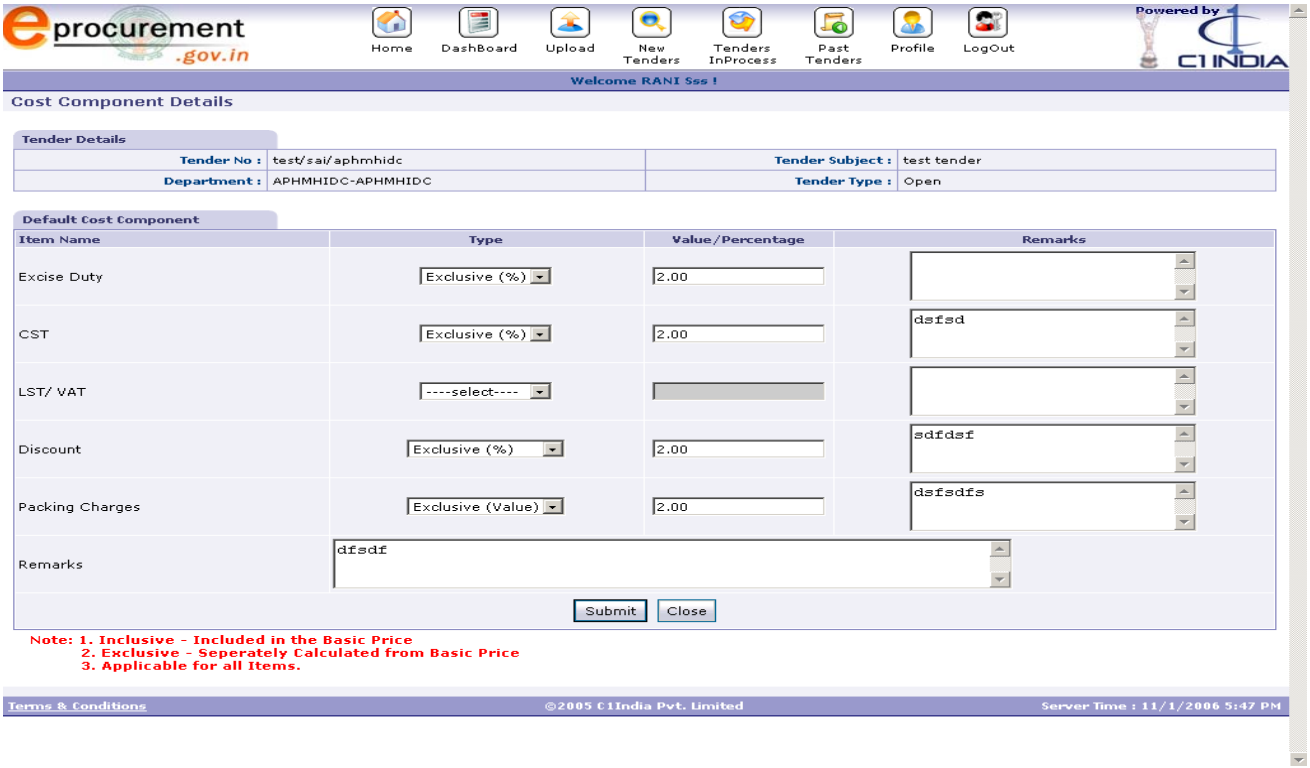
WITNESSES WITH FULL ADDRESS:

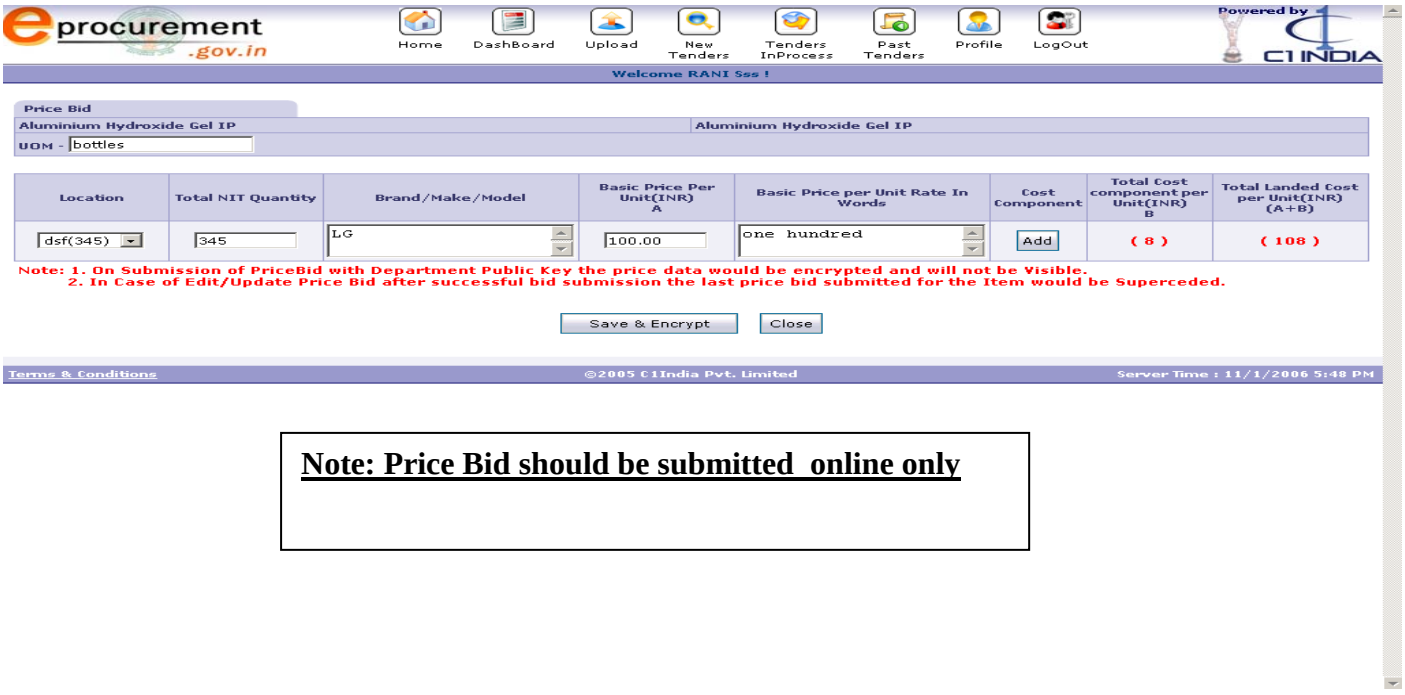
1.
2.

I, Sri .....do hereby declare on oath that the above contents are true to the best of my knowledge and belief and nothing has been hidden.

DEPONENT.

Annexure –VI MODEL PRICE BID FORMAT





Note: Price Bid should be submitted online only

Annexure VII List of items

S.No	Item Code	Drug Name	Unit	Strength	Description	Probable required Tender Qty per Annum
1	2424	Sodium Dichloroisocyanurate 35 mg Tablets	1000	35mg	1000 tablets in a plastic tin	20000000

Annexure – VIII (Check list)

Sno	Name of the Document	Submission	Page no
1	Processing Fee: The bidder shall remit processing fee Rs. 5625/- online to the account of Managing Director, APMSIDC,Managalagiri (Account No 14210011000314, IFSC code : ANDB0000366) and upload the original transaction slip with UTR number. Failure to pay the processing fee and submitting the slip in the aforesaid manner will lead to rejection of the bid.	Online	
2	Valid manufacturing License issued by the concerned Drug control authority/ Valid Import License for Importers	Online	
3	Valid Product wise license for manufacturing the products issued by the concerned Drug Control authorities/Valid import license if the product is imported.	Online	
4	Annual Turnover certificate by Chartered Account.	Online	
5	The Earnest Money Deposit (EMD) shall be Rs.3 lakhs to each firm. The Earnest Money Deposit shall be paid in the form of Bank Guarantee or online to the account of Managing Director, APMSIDC, Managalagiri (Account No **14210011000314, IFSC code : ANDB0000366)** and upload the original transaction slip with UTR number. Failure to pay the EMD and submitting the slip in the aforesaid manner will lead to rejection of the bid. The bidders should note that the local MSME/SSI units are exempted from payment of E.M.D, subject to production of necessary documents to that extent by them.	Online	
6	Non Conviction Certificate issued by DCA authorities for manufacturers and for direct importers that the firm has not been convicted for the last 3 years (2015-16, 2016-17 and 2017-18) issued on or after 01.02.2019.	Online	
7	Valid GMP or WHO-GMO certificate as per the provisions of the Schedule "M" from concerned D.C.A. and for importers WHO GMP certificate or certificate which is at par with WHO-GMP issued by the licensing authorities for manufacturing firm like U.S.F.D.A etc. The certificate should be valid as on the date of tendering. (If GMP / WHO GMP validity period is not mentioned in the certificate, it is treated as one year validity for GMP and 2 years validity for WHO GMP from the date of issue of certificate.)	Online	

8	Authorization of a senior responsible Person of the company with Authority to transact business.	Online	
9	Memorandum and articles of association of the company along with List of Directors downloaded on or after 12.10.2015 from the website of ministry of company affairs, signed by MD/Director / Company secretary.	Online	
10	Self declaration of production capacity.	Online	
11.	Self declaration of batch size for each quoted product.	Online	
12.	Audited balance sheets of any of the three of last three years, 2015-16, 2016-17 and 2017-18.	Online	
13	The details of GST i.e. Number etc, should be enclosed both Online & Offline.	Online	
14	Declaration form with details of Firm contact number, email ID and address (as per Manufacturing license)	Online	

Managing Director