



TENDER NO: -106/APMSIDC/Medicine Wing/2021-22

Short Tender For Supply Of Emergency Covid Drugs for supply start within 15 days and complete by 45 Days.

To

**ANDHRA PRADESH MEDICAL SERVICES &  
INFRASTRUCTURE DEVELOPMENT CORPORATION**

**ANDHRA PRADESH MEDICAL SERVICES &  
INFRASTRUCTURE DEVELOPMENT CORPORATION**

(AN ENTERPRISE OF GOVT. OF A.P.),  
Plot No.9, Survey No.49, IT Park, Mangalagiri,  
Guntur District – 522 503.  
ANDHRA PRADESH

URL: <http://msidc.ap.nic.in>

**ONLINE TENDER FOR THE SUPPLY OF DRUGS TO APMSIDC**

S. No	Information	Details
1	Bid Reference	<b>106/APMSIDC/Medicine Wing/2021-22</b>
2	Date and time for downloading bid document	From 17-05-2021,10:30PM
3	Last date and time for uploading Documents	20-05-2021 at 5.00 pm
4	Date and time of opening of Online technical bids	20-05-2021 at 5.00 pm
5	Last date and time of submission of offline documents	Offline documents not needed if the payment is Demand Draft
6	Tender Processing Fee	The bidder shall remit processing fee Rs. 11800/- in the form of Demand Draft/NEFT/RTGS in the name of The Managing Director, APMSIDC, Mangalagiri.
7	Earnest Money Deposit (EMD)	The Earnest Money Deposit (EMD) in the form of Demand draft /NEFT/RTGS for Rs.1,00,000/- in favour of Managing Director, APMSIDC, Mangalagiri, Guntur district.
8	E-mail	<a href="mailto:tenders.apmsidc@gmail.com">tenders.apmsidc@gmail.com</a> , apmsidc.gm@gmail.com
9	Contact number	General Manager- Drugs :8978680705, 9966878700
10	APMSIDC Bank Details	Account Holder Name: The Managing Director, APMSIDC, Account No : 142410011000314,IFSC Code : UBIN0803669, Bank Name : Union Bank (Formerly Andhra Bank), Branch Name : Mangalagiri, Guntur District, Andhra Pradesh.

The tender document can be downloaded free of cost from the e-Procurement Portal <https://tender.apecurement.gov.in/> and from the website of APMSIDC [www.msicd.ap.nic.in](http://www.msicd.ap.nic.in).

**ONLINE TENDER FOR THE SUPPLY OF DRUGS TO APMSIDC**

APMSIDC is responsible for procurement and supply of all essential Medicines & Surgical Consumables to the Government Health facilities of A.P., to ensure availability of medicines on free of cost. The main functions of the Corporation are Construction & Maintenance of Hospital Buildings. Further, the Procurement and distribution of Drugs, Surgicals& Consumable and Equipment is also entrusted to this Corporation by the Government (Medical and Health Department). The Corporation is functioning on No Profit and No Loss basis.

**Purchaser/Tender Inviting Authority** - Managing Director, APMSIDC, Mangalagiri-522503, Guntur District, Andhra Pradesh (hereinafter referred as Tender Inviting Authority unless the context otherwise requires).

**Purchaser/Tender Accepting Authority** - Managing Director, APMSIDC, (hereinafter referred as APMSIDC unless the context otherwise requires).

**1. LAST DATE AND TIME FOR SUBMISSION OF ONLINE TENDERS**

- a) Online Bids and price bid will be submitted on AP e-procurement portal i.e. <https://tender.apecurement.gov.in/>
- b) The price bid shall be valid for a period of 120 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.

**2. ELIGIBILITY CRITERIA**

(a) Entity of the bidder should be as follows:

- i. The Bidder/Tenderer shall be a manufacturer having valid drug manufacturing unit duly licensed by licensing authorities. Manufacturer should have valid GMP/WHO-GMP (World Health Organization-Good Manufacturing Practices) certificate issued by licensing authority.  
(OR)
- ii. Tenderer shall be direct importer holding valid import license. The manufacturer of foreign supplier should be WHO-GMP certified company. The Importer should have valid sale license and should submit valid WHO-GMP of the manufacturer.  
(OR)
- iii. Distributors/Suppliers/Marketers are Not eligible to participate in the Tenders.

(b) An original certificate from C.A. (Chartered Accountant) or Company Secretary that:

I. Average Annual turnover of manufacturer in the last three years i.e. 2017-18, 2018-19 and 2019-20 shall not be less than Rs.10 Crores.

II.(a) Non-conviction Certificate issued by the licensing authority of the State/District certifying that the firm/company has not been convicted/in the Affidavit for Manufacturers / Self declared Non Conviction in Affidavit for distributors.

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

(c) Further, quoted drugs have not been failed in house testing or testing by any State Government/Central Government / its Drug procurement agencies/APMSIDC during last two years.

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

### **3. GENERAL CONDITIONS**

- i. The tender document shall be downloaded from the websites <http://msidc.ap.nic.in/>; and portal i.e. [apeprocurement.gov.in](http://apeprocurement.gov.in). Tender Document is free of cost. Every bidder shall remit processing fee Rs. 11800/- in the form of Demand Draft in the name of The Managing Director, APMSIDC, Mangalagiri.
- ii. **EMD (Earnest Money Deposit):** EMD of Rs.1,00,000/- (Rupees one Lakhs only as specified in Clause 7 of the Tender document in the form of **Demand Draft** favoring "MD, APMSIDC", payable at Mangalagiri **which is to be delivered in original to APMSIDC, Mangalagiri on or before the date stipulated against ' Bid opening Date '**. 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.**
- iii. (a) 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 an amendment uploading on website on [msidc.ap.nic.in](http://msidc.ap.nic.in); and AP e-Procurement portal i.e. [apeprocurement.gov.in](http://apeprocurement.gov.in) will be binding on

(b) Any person who has downloaded the tender document should watch for amendment, if any, on the website [msidc.ap.nic.in](https://msidc.ap.nic.in); and AP e-Procurement Portal i.e. [apeprocurement.gov.in](https://apeprocurement.gov.in) for which APMSIDC will not issue any separate communication to them.

iv. During tender or price agreement period, if L1 bidder is debarred/deregistered/blacklisted/banned by any Central Government or state Government or its procurement agencies due to quality failure, APMSIDC may purchase the drugs from L2 bidder who shall match the price of L1 or may go for fresh tender as per discretion of APMSIDC.

### 3.1 SPECIAL CONDITIONS

(i) Bids shall be submitted online only at procurement portal website: <https://apeprocurement.gov.in>. Manual bids shall not be accepted except for the original documents/instruments as mentioned in tender document.

(ii) 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 APMSIDC.

(iii) Bidders are advised to check the website of APMSIDC: [msidc.ap.nic.in](https://msidc.ap.nic.in) and Procurement portal website <https://apeprocurement.gov.in> prior to closing date of submission of tender for any corrigendum, addendum, or amendment to the tender document.

### 4. TECHNICAL BID

4.1. The Tenderer should upload the following documents while submitting technical bid. **(Scanned copies of each page of all documents should be uploaded while submitting Technical bid) by referring them in Index.**

- (a) The tenderers are required to upload scanned undertaking on stamp paper duly notarized by authorized signatory **(ANNEXURE - II)** confirming each clause mentioned in Section 2 of eligibility criteria.
- (b) In case the bidder is Importer, they may strike the clause or part of clause not applicable in their case. The drugs indicated in this undertaking shall only be considered for evaluation and opening of price bid.

- (c) On the basis of such undertaking, the price bid shall be opened within a week after opening of technical bid. However, the bidder is required to upload/submit all the documents along with the technical bid and incase any document is not complying as per undertaking, their contract/Price agreement shall be cancelled with forfeiture of EMD/Performance security deposit/Bank guarantee.
- (d) The Tenderer should upload Scanned copy of valid drug Manufacturing License for the product, duly approved by the Licensing Authority for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted in the license. Original documents should be produced for verification when demanded. However, if renewal application for manufacturing license has been filed, Scanned copy of same duly receipted by drug authorities must be uploaded along with the validity certificate from state licensing authority (SLA).
- (e) Scanned copy of import license (in Form 10 with Form 41), as per Rule 122A of the Drugs and Cosmetics Act 1940, if the product is imported should be uploaded. The license must have been renewed up to date. A copy of a valid license for the sale of Drugs imported by the firms issued by the State Licensing Authority shall be uploaded. Original documents should be produced for verification when demanded.
- (f) Documents, if any, to show that the manufacturing unit/importer has been recognized by any other Indian / International Standard Organizations etc. as applicable. Importer should upload WHO-GMP certificate of manufacturer.
- (g) A Checklist (**ANNEXURE- V**) shall be uploaded with technical bid. 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.
- (h) All the documents uploaded should also be signed by the authorized official of the Tenderer.

## **5. PRICE BID**

### **5.1. Price Bid of the Tenderer.**

- (i) The Tenderer shall fill in the rate per unit size inclusive of GST for the items quoted.
- (ii) **Determination of L1 bidder:**
  - (a) In determining the lowest evaluated price, the rate quoted per unit size inclusive of

GST as indicated in price bid shall be taken into consideration and lowest landed price will be taken into consideration for determination of L1 Bidder.

(b) In case where the tender quantity of certain medicines is high then to keep the drug supplies in track the APMSIDC reserves the right to award the contract to L2 bidder if L2 accepts the L1 bidder price. Local SSI units are also permitted to match the L1 price to the extent of 20% of ordered quantity at the sole discretion of APMSIDC.

(iii) **The rates quoted should be in Indian Rupees.** The Tenderer is not permitted to change/alter specification or unit size given in the **ANNEXURE-VII.**

(iv) **In case no information is given on GST, it shall be presumed that rates are inclusive of GST and no GST shall be charged by them under any circumstances.**

## **6. OPENING OF TENDER**

Technical bid evaluation will be done in the presence of Drugs Inspectors.

After the completion of Technical evaluation preliminary objections will be published on APMSIDC portal [www.msfdc.ap.nic.in](http://www.msfdc.ap.nic.in) for replies from firms. After scrutiny of these remarks by the technical committee final evaluation will be done.

Only the technically qualified firms in the bid will be eligible for opening of price bid.

## **7. EARNEST MONEY DEPOSIT**

The Earnest Money Deposit referred to under Clause 3(ii) & 4.1(a), shall be **Rs. 1 lakhs. The Earnest Money Deposit shall be paid in the form of Demand Draft in favour of APMSIDC, payable at Mangalagiri.** . APMSIDC will not pay interest on any deposit held in the form of **Bankers Cheque or Demand Draft.**

(i) The tender submitted without sufficient EMD will be summarily rejected.  
(ii) The Earnest Money Deposit will be refunded to the successful bidders within 30 days from the date of acceptance of rate for price agreement and on the deposit of Performance security deposit.

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

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

(v) The Earnest Money Deposit (EMD) will be forfeited, in case of the lowest bidder, fails to execute the contract or deposit the performance security deposit within the stipulated time. The EMD shall be forfeited if any of the documents found incorrect.

(vi) SSI units situated in AP state are exempted from the payment of EMD.

## **8. OTHER CONDITIONS**

8.1.(i) 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 APMSIDC, at its discretion, depending on its actual need. Though the tentative quantity is indicated in the price agreement, the APMSIDC, will confirm the actual requirement then / there through purchase order/orders. The tenderers shall supply the drugs only on the basis of the purchase order issued time to time within validity of contract period by the APMSIDC. Any supply without a valid purchase order will not be acceptable by APMSIDC and the APMSIDC shall not be responsible for any loss on this account.

(ii) The Tenderer shall fill in manufacturing capacity per year in units, Shelf life in months and manufacturing batch size in units for each quoted drug in required column of **ANNEXURE -X and upload along with technical bid**. In case the bidder is Importer, the importer is required to sign and upload ANNEXURE X on behalf of the exporter which would be supported by documentary evidence provided by the manufacturer.

(iii) However, once the purchase order/orders is/are issued by the APMSIDC, the tenderer shall not renege from the commitment of supplying the quantity mentioned in the acceptance of tender for price agreement.

(iv) The rates quoted shall not be varied with the ordered quantity during the full contract period.

**The composition, strength and packing of each product should be as per specifications given in ANNEXURE-VIII. Any variation, if found, will result in rejection of the tender. However, the imported/combination drugs are allowed to quote in trade / brand name.**

Rates (inclusive of Customs duty, packing & forwarding charges, transportation, insurance and any incidental charges, all taxes, GST) should be quoted for each of the required drugs, medicines etc., separately on door delivery basis to all 13 Central Drug stores located in District headquarters of AP state 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.

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

(i) The price quoted by the tenderers shall not, in any case exceed the Drugs Price Control Order (DPCO) controlled price, if any, fixed by the Central/State Government. Tender Inviting Authority at its discretion, may exercise, the right to revise the price at

any stage so as to conform to the controlled price as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the Tenderer.

**(ii) FALL CLAUSE:**

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.

The Tenderer shall allow inspection of the factory at any time after the opening of technical bid and during the entire contract period by a team of Experts/Officials nominated by the Tender Inviting Authority for the purpose. The Tenderer shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/Firm does not allow for any such inspection, their tenders will be rejected. If any such situation arises after placement of contract, the same shall be cancelled at the firm's risk cost.

## **9. ACCEPTANCE OF TENDER**

(i) Evaluation of the tender and determination of the L1 rate (Lowest rate) will be done based on rate per unit size inclusive of GST. However, to have additional source of supply, the L1 bidder shall be awarded contract/Price agreement for 60% of tender quantity indicated in the tender document. Out of remaining 40%, balance 20% of tender quantity shall be provided to the local MSME/SSI bidder and 20% tender quantity to L2 bidder. In case no local MSME/SSI bidder qualifies then the total 40% of the tender quantity indicated in the tender document shall be awarded to **L2 bidder. In either of the above cases, the bidders shall agree to supply the drugs at L1 rates.**

(ii) In case, L2 bidder does not agree to match L1 rate, 100% tender quantity shall be awarded to L1 bidder. The purchase order shall be issued to L1 bidder and L2 bidders simultaneously as per discretion of APMSIDC depending upon requirement. In case, order is placed only on L1 bidder and if they fail to supply in stipulated time or due to quality failure, the purchase order shall be issued to L2 bidder.

(iii). Negotiation if required will be done at APMSIDC premises.

**Note 2.** No undue advantage shall be given for additional quantity to L2 Bidders or MSME while matching/reducing the rate with respect to L1 rate.

APMSIDC 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.

APMSIDC 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.

APMSIDC also reserves right to place one-time purchase order for certain quantity of any drug even without price agreement, for such drugs suppliers are required to pay performance security deposit @ 5 % (Max of 10 Lakhs) of value of order of such drug in the form of DD.

**9.5.** The acceptance of the tenders for Price Agreement for two years period will be communicated to the Tenderers in writing (**ANNEXURE IX**).

## **10. PERFORMANCE SECURITY DEPOSIT**

### **10.1 Performance Security Deposit:**

On being informed about the acceptance of the tender for 2 years price agreement, 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 in the form of *Demand Draft* drawn in favour of MD, APMSIDC Mangalagiri from any nationalized/scheduled Bank.

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

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

If the lowest selected Tenderer fails to deposit the required Performance Security Deposit (PSD) within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the APMSIDC and the firm will also be liable for all damages sustained by the APMSIDC apart from blacklisting and other penal actions.

The performance security deposit of supplier will be returned after the end of rate contract period by APMSIDC only after the supplier has given undertaking to replace sanitary napkins supplied and indemnify APMSIDC against any losses on account of quality parameters.

**SSI**-units situated in A.P are exempted from payment of Performance Security Deposit provided if submitted MSME certificate.

## **11. METHODOLOGY FOR PLACING ORDERS**

For the above purpose the following procedures will be adopted

- (a) After the conclusion of Price Bid opening, 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) The successful Tenderer is eligible for the placement of Purchase Orders only after depositing the required amount as Performance Security.
- (c) If two or more than two Tenderer's are declared as lowest suppliers for the same item(s), such Tenderers are eligible for price agreement and the placement of Purchase Orders for such item(s) for which they are declared as lowest. Placement of order shall be shared equally amongst these bidders' subject to their manufacturing capacity.  
In the case of purchase of goods where the quantity offered at the lowest price is less than the total quantity required, the APMSIDC may, after placing orders with the lowest evaluated Tenderer for the entire quantity offered by such Tenderer subject to his ability to supply, require all the other eligible Tenderers who participated in the tender and offered a price higher than that offered by the lowest evaluated Tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated Tenderer, and thereafter place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.
- (d) If a supplier fails to execute supply order (0% execution) Performance Security Deposit of the product mentioned in purchase order shall be forfeited.
- (e) Not with standing anything contained in para (e) above, the supplier, after committing the default in supply either partly or fully, can inform the APMSIDC about his willingness to execute the Purchase Order during the tender period. The MD, APMSIDC at discretion may consider the willingness of the supplier on merit. However, such supplies will be subjected to the levy of Liquidated Damages, unexecuted fine and other penalties as stipulated in the tender document, price agreement and purchase order, at the discretion of MD, APMSIDC.
- (f) The supplier shall start supply of the Drugs/Medicines required by APMSIDC at 13 Central Drug Stores (CDS), in Andhra Pradesh or any other place decided by APMSIDC within the stipulated period.
- (g) The Drugs/Medicines supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. APMSIDC will not be responsible for the loss to the supplier and will not entertain any demand/claim.

- (h) After completion of the supplies the documents related to Tax invoice, Analytical test reports of supplied batches or any other document shall be uploaded on eAushadhi application online for proper acknowledgement of stocks. APMSIDC will not be responsible for any delay in uploading the documents by the supplier which may lead to unforeseen penalties or any wrong entries due to typographical errors, will be allowed for correction within 3 days only.
- (i) It is the duty of the supplier to supply Drugs/Medicines at the 13 CDS in AP or any other place decided by APMSIDC and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., specification etc. having a minimum of 3/4<sup>th</sup> of the shelf life.

## **12. SUPPLY CONDITIONS**

Purchase orders will be issued to the Tenderer(s) at the discretion of the MD, APMSIDC as per actual requirements. All the supplies shall be received at the 13 CDS in AP or any other place decided by APMSIDC.

Within 1 days from the receipt of purchase orders, the Tenderer should inform APMSIDC through eAushadhi for the receipt of the purchase order.

The Tenderer should also Communicate and mail the details of supply dates as specified in Annexure, to APMSIDC within 2 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 2 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 APMSIDC shall purchase the drugs from alternative sources.

Supplies against a purchase order shall be completed within 14 days and supplier has to submit the Quality certificate of each and every batch with the supplies. otherwise liquidated damages are levied by APMSIDC as mentioned in clause 18.1.

If the Tenderer fails to execute the supply within the stipulated time, the APMSIDC 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 APMSIDC has every right to recover the cost and impose Liquidated Damages as mentioned in Clause 18. In case of any variation in prices during alternative procurement will be charged to L1 bidder or defaulted supplier.

The liquidated damages as specified in clause 18.1 and 18.2 of the tender conditions will be levied. **However, the supplier must take prior approval from APMSIDC for supply of drugs beyond stipulated delivery period of the Purchase order or in case of special case to proceed with or without penalty will be at the discretion of MD, APMSIDC.**

Tenderer should supply the product within 3 months from the manufacturing date

If APMSIDC 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 APMSIDC within 10 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 APMSIDC depending upon requirement to accept the goods with or without penalty.

### **13. QUALITY TESTING**

**15.2.** In the event of the samples of Drugs supplied fails in quality tests or found to be not as per specifications, the APMSIDC 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 APMSIDC has every right to recover the cost and impose penalty as mentioned in Clause 19.

The supplier shall furnish evidence of the basis for shelf life and other stability data concerning the commercial final package on request by the APMSIDC. 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.

The products should conform to the standards of IP/BP/USP 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 any of the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported drugs, respective Country's Pharmacopoeia standards shall be acceptable (even if the product is official in IP).

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

## **16. PAYMENT PROVISIONS**

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

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 through AP Government Finance portal CFMS / RTGS (Real Time Gross Settlement System)/Core Banking/NEFT. The Tenderer shall furnish the relevant details in original (**ANNEXURE -XIII**) to make the payment through CFMS/RTGS/Core Banking/NEFT.

All bills/Invoices should be raised in duplicate and the bills should be drawn as per GST Rules in the name of MD, APMSIDC, Mangalagiri, Andhra Pradesh.

(i) Payment of 50% for a given purchase order will be made after completion of 75% supplies of ordered quantity and remaining will be paid after completion of 95% of supplies. In case any purchase order is executed partially beyond 75% up to 95% remaining bills will be processed at the discretion of APMSIDC by imposing a penalty of 10% on unexecuted quantity value only.

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

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 APMSIDC 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.

In case of any increase or decrease in the GST after the date of submission of tenders and during the tender period, such variation in the GST will be to the account of the APMSIDC. For claiming the additional cost on account of the increase in GST, the Tenderer should produce the proof of having paid additional amount on this account on the goods supplied to APMSIDC 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 GST 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 GST without any change in the basic price or the price structure of the drugs approved under the tender. Any increase or decrease in GST will be considered based on the notification issued by the Government.

However, if the firm supplies after originally stipulated delivery period, increase in 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 APMSIDC.

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

**18. LIQUIDATED DAMAGES AND OTHER PENALTIES**

**Liquidated damages and penalties -**

Sr. No.	Penalty	Action
1	Supply period without penalties	Supplies to be start within 15 days and Supplies should complete within 45 days
2	0.5% per day	0.5 % per day. Maximum limited to 10% of PO Value.

**\* AP Logos and MRP are Excepted for this procurement**

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

**20. BLACKLISTING CRITERIA**

**BLACKLISTING OF PRODUCT/TENDERER ON WITHDRAWAL OF TENDER**

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

**20.2 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. 3times, the supplier may be blacklisted for 2 years in addition of forfeiture of Performance Security Deposit/ EMD and other penal action.

**21.SAVING CLAUSE**

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

APMSIDC reserves the right to make modification, alteration or relaxation in any of the clauses or conditions given in this tender document.

**22.RESOLUTION OF DISPUTES**

The APMSIDC 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.

**23. FRAUDULENT AND CORRUPT PRACTICES:****(1) For bidders:**

If the APMSIDC determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the APMSIDC 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 2 years with forfeiture of Performance security deposit apart from other penal actions.

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, noncompetitive 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 an 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 ineligible, 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.

**24. JURISDICTION**

**25.**

In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Honorable Civil Courts within the city of Vijayawada only.

**ANNEXURE -II**

(On nonjudicial Stamp Paper)

Ref. Clause No. 4.1(a)

**DECLARATION**

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

(I) that I/we have carefully read all the terms and conditions of tender in ref. no. \_\_\_\_\_, including Amendment(s) to Tender document (if any) issued by APMSIDC, Mangalagiri and accept unconditionally all terms and condition of tender document including Amendment(s) to Tender document (if any).

(II) I/We hereby declare that all required annexures and documents are uploaded.

(III) Iam / 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 2 years if, any information furnished by us proved to be false at time the of inspection and also not complying with any of the tender conditions.

Name of the bidder:

Address:

Name of the authorized signatory:

Sign and Seal:

**ANNEXURE- IV**

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

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

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

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

S. No	Financial Year	Turnover in Lakhs (Rs.)
1	2017-18	
2.	2018-19	
3.	2019-20	
<b>TOTAL</b>		Rs .....Lakh
<b>Average Turnover per annual</b>		Rs ..... Lakh

Date\_\_\_\_\_

(Name, Signature & Stamp)

Registration no.

**ANNEXURE- V**

(Ref. Clause 4.1 (p))

**CHECK-LIST (Whether Uploaded the documents)**

S. No.	Check List	YES	NO	PAGE
1	Processing Fee: The bidder shall remit processing fee <b>Rs. 11,800/-</b> in the form of DD or NEFT/RTGS in the name of The Managing Director, APMSIDC, Mangalagiri.			
2	EMD Rs. 1,00,000/- in the form of Demand Draft /NEFT/RTGS and delivered to APMSIDC.			
3	Scanned copy of Valid GMP/WHO-GMP (World Health Organization-Good Manufacturing Practices) Certificate of manufacturing company. In case of imported drugs, scanned copy Valid WHO-GMP (World Health Organization-Good Manufacturing Practices) Certificate of manufacturing company of foreign company.			
4	Scanned copy of Valid License for the Product duly approved by the Licensing Authority for each and every product quoted.			
5	Scanned copy of Valid Import License, if Imported			
6	Scanned copy of Non-Conviction Certificate issued by the licensing authority for manufacturers			
7	Authorization letter nominating a responsible Person of the tenderer to transact the business with the Tender inviting Authority.			
8	Scanned copy of ANNEXURE -II (Declaration for eligibility in participating the tender) original Annexure II delivered to APMSIDC.			

9	Turn Over certificate from the C.A. (Chartered Accountant) for Manufacturers.			
10	Scanned copy of ANNEXURE—XIII (Mandate form)			

NOTE: -EMD instrument and ANNEXURE II are to be delivered in original to APMSIDC, Mangalagiri on or before Bid opening date.

Name and signature of authorized signatory  
(with company seal).

**ANNEXURE IX**

**DECLARATION FORM**

I/We \_\_\_\_\_ h  
aving 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 by all conditions set forth therein.

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

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

valid up to

Signature :

Date :

Name of the  
Firm and address :

**ANNEXURE –XIII**  
**MANDATE FORM**

Ref. clause 16.2

S.No.	Details Required		
1.	<b>Company Name</b>		
	PAN Number		
	TIN Number		
	GST NO.		
	Date of Inception		
	License No. & Date		
	Issued By		
	Valid Up to		
2.	Postal Address of the Company		
	Telephone No.		
	Fax No.		
	E-mail ID		
	Alternate E-mail ID		
3.	Name of the Managing Director / Director / Manager		
	Mobile No. / Phone No		
	E-mail ID		
4.	Name and Designation of the authorized company official	Name:	
		Designation:	
	Mobile No.		
	E-mail ID		
5.	<b>Bank Details</b>		
	a) Name of the Bank		
	b) Branch Name & address		
	c) Branch Code No.		
	d) Branch Manager Mobile No.		
	e) Branch Telephone no		
	f) Branch E-mail ID		



**ANNEXURE-XIV**

**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-VIII****Clause 8.1 &8.2**

S.No	Item Code	Item Name	Strength	Tender Quantity
1	1202.1	Amphotericin B Injection IP 50 mg in vial (Liposomal)	50 mg in vial	10000
2	1202.2	Amphotericin B Injection IP 100 mg in vial (Liposomal)	100 mg in vial	10000

**Note :** Tender Quantity is Tentative and APMSIDC has right to increase or decrease the procurement quantity at any time.