



**TENDER NO: -142/APMSIDC/Medicine Wing/2022-23**

**TENDER FOR SUPPLY OF BRANDED MEDICINES**

**To**

**CIVIL DISPENSARIES AND SECRETARIAT IN AP**

**Rate Contract for 2 Years**

**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>**

S. No	Information	Details
1	Bid Reference	<b>142/APMSIDC/Medicine Wing/2022-23, (BRANDED MEDICINES)</b>
2	Date and time for downloading bid document	From 04-AUG-2022,06:30 PM
3	Prebid Meeting	Submit your Query through email till 10-AUG-2022 05:00 PM to email <b>tenders.apmsidc@gmail.com</b> with subject : Prebid Queries for T NO 142 ( BRANDED) Pre-bid Meeting proposed on 11-AUG-2022 at 11:00 AM, Venue: O/o APMSIDC, Mangalagiri, AP.
4	Last date and time for uploading Documents	23-AUG-2022 at 5.00 pm
5	Date and time of opening of Online technical bids	23-AUG-2022 at 5.01 pm
6	Last date and time of submission of offline documents	23-AUG-2022 at 5.00 pm
7	Tender Processing Fee	The bidder shall remit processing fee(Non Refundable <b>Rs. 11,800/- (Rs.10,000+ 18%GST)</b> in the form of Demand Draft in the name of The Managing Director, APMSIDC, Mangalagiri
8	Earnest Money Deposit (EMD)	The Earnest Money Deposit (EMD) in the form of <b>Demand Draft</b> for <b>Rs. 3,00,000/-</b> in favour of Managing Director, APMSIDC, Mangalagiri, Guntur district
9	E-mail	<a href="mailto:tenders.apmsidc@gmail.com">tenders.apmsidc@gmail.com</a> , apmsidc.gm@gmail.com
10	Contact number	General Manager- Drugs :8978680705 Pharmacist : 9154170485
11	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.approcurement.gov.in/> and from the website of APMSIDC [www.msidc.ap.nic.in](http://www.msidc.ap.nic.in).

**GENERAL CONDITIONS**  
**For**  
**PROCUREMENT OF PRESCRIBED BRANDED DRUGS**

1. Bids are invited on the e-procurement platform from the eligible Medical Distributors / Dealers / Agencies / Wholesalers / Retailers to supply of prescribed branded Drugs on daily basis for eligible beneficiaries at Civil dispensaries, A.P. Secretariat, Velagapudi and Gollapudi , Vijayawada without substituting the brand of Drugs (prescribed drugs by the Medical Officers concerned as mentioned above in purchase order.) for **2 years after RC Approval**. 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.apecprocurement.gov.in>.
2. a) Only firms having **valid licences in specified forms ( Form 20 and 21 or 20- B and 21-B) for various categories of allopathic drugs issued by the Drugs Control Authority of the state under the provisions of Drugs and Cosmetics Act,1940.**  
b) The bidders should have a Average annual turnover during last three years (2019-20, 2020-21 and 2021-22) or (2018-19, 2019-20 and 2020-21) not less than **Rs. 2 crore** .The evidence of turnover should be supported by a Certificate from Chartered Account.
3. **The Tenderers who participate in the tender should upload the following scanned Certificates Online.**
  - i) Tender Processing Fee of Rs.11,800/- (Non Refundable) in the shape of Bank Draft drawn in Favour of Managing Director, APMSIDC, Mangalagiri (Scanned Copy)/NEFT/RTGS.
  - ii) Valid licenses in **Form 20 and 21 or 20- B and 21-B.**
  - iii) Average Annual turnover certificate (Consolidated report) issued by Chartered Accountant.
  - iv) The Earnest Money Deposit (EMD) is Rs.3.00 lakhs. The Earnest Money Deposit may be paid in the form of Demand Draft drawn in favour of the Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation, Mangalagiri along with bids.
  - v) Non Conviction Certificate issued by The licensing authority of DCA that the firm has not been convicted for the last 3 years issued not older than 6 months (from the tender date).

- vi) Notarized affidavit declaring that the firm has not been convicted from the date of issue of Non Conviction certificate issued by the licensing authority DCA to till the submission of bid Document / Participation in the bid. If stand as successful bidder we will submit NCC issued by the licensing authority of DCA to this effect.
- vii) Authorization of a senior responsible Person of the company with Authority to transact business.
- viii) Declaration form with details of firm contact number, E-Mail ID and address (as per license) should be enclosed both online and offline.

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

**Note:**1) DD's in respect of Tender Fee and Earnest Money Deposit (EMD) should reach Physically to APMSIDC on or before stipulated dates. Cover should be superscribed with Tender Notice Number.

2) The bidders shall submit required documents asked by the APMSIDC in online and offline.

### **Instructions to Bidders**

#### **CONTENT OF TENDER DOCUMENT:**

The Medicines required, tender procedure and contract terms are prescribed in the Tender Document.

- a) Instructions to Bidders
- b) General Conditions
- c) Conditions of Contract
- d) Check List
- e) Annexures - A to E

The Bidder is expected to examine all the instructions, forms, terms and conditions of the tender. Failure to furnish all information specified in the Tender Document or submission of tender not substantially responsible to the Tender Document in every aspect will be at the bidders' risk and may result in rejection of Tender.

#### **1. SCOPE OF WORK**

- To supply drugs to the eligible beneficiaries only whenever necessary as per the indent to be given by the Superintendents of Civil Dispensary, AP Secretariat, Velagapudi and Civil Dispensary Gollapudi, Vijayawada/ Any other location given by APMSIDC.

- Implementation of online application/ web application to cater the requirements in procurement and supply of branded drugs through electronic platform for Indents/Approvals/Receipts and Submission of bills as per the directions and workflow given by APMSIDC/ APVVP. Cost to be borne by the Tenderer. Ownership and management of online application/ web application will be lie with APMSIDC.

## 2. ELIGIBILITY

1. The chemist should hold valid licenses in specified forms (Form 20 and 21(or) 20-B and 21-B) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940.
2. Non conviction certificate issued by the licensing authority of DCA, A.P. not older than 6 months (from the tender date) stating that the firm has not been convicted for the last three years under the acts implemented by DCA.
3. The Average annual turnover of the bidder (chemist) should be at least Rs. 2.00 Crore (Rupees Two Crore Only) in the last three financial years (2019-20, 2020-21 and 2021-22) or (2018-19, 2019-20 and 2020-21). The bidder should submit the documentary evidence like Profit & Loss A/ c, audited Balance Sheet in support of their claim.
4. An Affidavit to the effect that the chemist shops / establishment is situated within **Vijayawada/ Guntur 30-50 Kms** distance by shortest motor able route from any of the above said dispensaries.
5. Latest GST Certificate.

## 3. COST OF BIDDING

The prospective bidders shall bear all the costs associated with the preparation and submission of its bid. Managing Director Andhra Pradesh Medical Services and Infrastructure Development Corporation, Mangalagiri, in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

## 4. BIDDING PROCEDURE

The bidder should submit his Bid in a sealed envelope as mentioned below:

**Envelope "Technical Bid Envelope"**

**Containing:-**

**(a).Earnest Money Deposit**

The bidder is required to submit a Demand Draft of Rs. 3,00,000/- (Rupees Three Lakhs only) drawn in favour of "The Managing Director Andhra Pradesh Medical Services and Infrastructure Development Corporation" as Earnest Money Deposit.

Participated bidders without Earnest Money Deposit will be rejected. The Demand Draft should be issued by any Nationalized Bank. Unsuccessful Bidder's earnest money deposit will be discharged / returned within 30 days after the expiry of the period of tender offer validity prescribed by the M.D.APMSIDC Mangalagiri. The successful Bidder's earnest money deposit will be discharged upon the Bidder executing the Contract and furnishing the performance security. The earnest money deposit will be forfeited if a Bidder withdraw its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails to:

I. To sign the contract in accordance with the terms and conditions.

II. To furnish the performance security as specified in the terms and conditions.

**b)** DD of Rs. 11,800/ - (Non refundable) towards Tender processing fee.

**c).** Non conviction certificate issued not older than 6 months (from the tender date) by the licensing authority of DCA stating that the firm has not been convicted for the last three years under the acts implemented by DCA.

**d)** Notarized affidavit declaring that the firm has not been convicted from the date of issue of Non Conviction certificate issued by the licensing authority of DCA to till the submission of bid Document / Participation in the bid. If stand as successful, bidder has to submit NCC issued by the licensing authority of DCA to this effect.

**e)** True photo copies of valid drug licenses in specified forms for various categories of allopathic drugs issued by the licensing authority of Drug Control Authority under the provisions of Drugs and Cosmetics Act, 1940 and Rules of 1945.

**f)** Declaration of bidder as per **Annexure - A.**

**g)** Letter of Authority as per **Annexure - B.**

**h)** (1).The Average turnover of the bidder should be at least Rs.2.00 Crore (Rupees Two Crore only) in the last three financial years. The bidder must submit the documentary evidence like Profit & Loss Accounts, audited Balance Sheet in support of their claim (**Annexure - C**).

**(2). List of Groups as per Annexure- C**

- i) Warranty letter as per Annexure - D.**
- j) Certificate of Undertaking as per enclosed Proforma Annexure -E.**
- k) An Affidavit to the effect that the chemist shop / establishment is situated within **30 - 50 kms distance** by shortest Motorable route from the dispensary at A.P.Secretariat, Velagapudi.**
- l) Copy of the Partnership Deed if any if it is a Partnership concern.**
- m) A copy of PAN allotted to the firm/a copy of PAN allotted to the proprietor.**
- n) Latest GST Certificate.**
- o) Bank A/C details - A/C Number, Type of A/C, Bank's name and Address proof of the firm to facilitate the payment.**

**All Technical bid documents should be submitted in the above sequence along with Index chart and Page numbers. Tenders not containing the above documents are liable to be rejected.**

**Commercial Bid i.e the discount offered should be entered only on e-procurement website.**

**5. SIGNING OF BIDS.**

- (a) The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for in the schedule of the Bid.
- (b) Individual signing the Bid or other documents attached to the bid must specify whether he signs as:
  - 1) A sole proprietor of the firm or constituted attorney of such proprietor (with proof).
  - 2) A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
  - 3) Constituted attorney, if it is a company.

4) Any information found as wrong will be dealt with severely and liable for disqualification.

**Note**

(a) In case of (2) above, a copy of the Partnership Deed, General Power of Attorney duly attested by a Notary and an Affidavit on a stamp paper to the effect that all the partners admit execution of the partnership and authority of the General Power of Attorney to be furnished.

(b) In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.

(c) A person signing the Bid form or any documents forming a part of the bid on behalf of another shall be deemed under warranty that he has authority to bind himself with such other person. On enquiry, if it appears that the person so signing has no authority to do so, the purchaser without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there of.

**6. SEALING OF BIDS**

The Technical Bid shall be sealed and shall clearly indicate "**Envelope - Technical Bid**". The sealed envelope shall be addressed to the Managing Director, APMSIDC.

**7. ESSENTIAL PRECAUTIONS WHILE SUBMITTING THE BIDS**

The prospective Bidder chemist shall ensure that:-

- a. No correction or overwriting is left unattested in the bid.
- b. All pages and pasted slips are signed by the bidder and serially numbered.
- c. **Each page of the Bid should be signed by the bidder.**

**8. SUBMISSION OF BIDS**

(i) The Bidders shall submit the Bid documents on e-procurement platform only and submit the offline documents to the Managing Director, APMSIDC in a Sealed Cover.

(ii) Any conditional Bid will not be accepted.

**9. PRICING**

The bidder should quote uniform discount on retail price printed on Strip / Bottle / Unit pack in percentage term in respect of all items of supplies to be made

under the agreement. It should be noted that any Taxes / VAT / Levy / Cess / Octroi/GST etc. will not be paid by the Managing Director, Andhra Pradesh.

**Bidder has to Quote the Percentage of Payable amount by the tenderer after discounting i.e, If the bidder willing to provide 60% discount on MRP then the quoted percentage is (100-60) = 40. Bidder has to enter 40 is the landed price. The payment process will consider the 40% of the MRP(Inclusive of All Taxes).**

AP Medical Services and Infrastructure Development Corporation and will only pay the retail price printed on items, minus the discount agreed upon. The quoted offer shall remain valid for the entire period of contract.

## **10. INSPECTIONS OF BIDDERS PREMISES**

If the Technical Bid is found to be correct on the basis of the documents mentioned in the technical bid, the Bidders premises will be inspected by a team of authorized officers to verify the documents and to see that the availability of stock of medicines etc. before opening the Commercial Price Bid. In case, the team is not satisfied with the genuine / veracity of the claims of the bidder, the Commercial Price Bid of the concerned bidder will not be opened.

## **11. OPENING OF BIDS**

**The Online and Offline documents shall be subjected to the Technical Evaluation and only the successful bidders who fulfill the eligibility criteria and qualify for consideration on the basis of the Technical Bid opened and after inspecting the premises of the Bidder and also after submission of report by the inspecting team and commercial bid shall be opened.**

## **SECTION – II**

### **General Conditions**

#### **1. SUPPLY OF MEDICINES**

1.1 Only Allopathic Medicines should be supplied. Sufficient stock of standard quality of medicines at all times will have to be maintained by the supplier, to avoid inconvenience to the beneficiaries.

1.2 In case of failure or refusal on supplier's part to supply the medicines to the purchaser/beneficiaries within the time, apart from the fine of Rs.500/- as prescribed in clause 6, any extra cost involved in arranging supply from alternative source will be recovered from the supplier.

1.3 The supplier will indicate batch number, name of manufacturer, date of expiry in the indents at the time of supplying the drug to the concerned Dispensaries.

1.4 In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then supplier will be penalized for Rs.1,000 / - + cost of the specific brand of medicines for each such default.

1.5 Indented medicines for the beneficiaries should be supplied in individual packets as per the indents made by the Medical Officers concerned.

## **2. LIFE PERIOD OF MEDICINES**

Every medicine has its own shelf life period mentioned on the label of medicine. The shelf life of article supplied should not have passed more than half of its shelf life at the time of supply.

## **3. PACKED SUPPLIES:**

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine / drug on any particular day.

## **4. COLLECTION OF PRESCRIPTION FOR SUPPLY**

The Authorized Chemist or his representative should collect Indent on the basis of which supplies are to be made from the unit allotted before closing hours of dispensary on every working day.

## **5. PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED:**

Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of articles

## **6. DELIVERY OF SUPPLIES:**

The delivery of supplies in full will be made on the next working day by 10.30 am (or) at the opening hours of dispensary, whichever is earlier, at their premises of the dispensaries. In the event of non-supply of indented medicines in stipulated time as aforesaid, Rs. 500/- will be deducted from the bill of the Chemists for each delay.

## **7. SUBMISSION OF BILLS.**

The Bills in original and duplicate should be submitted along with the purchase order spiral binding separately to the Medical Officers concerned on monthly basis. A soft copy (CD) and hard copy should be prepared containing the entire bills (monthly & annually) and submitted to the Medical Officers concerned at the end of each month and also at the end of the financial year.

## **8. ITEMS REQUIRED IN EMERGENCY**

When an emergency arises outside the working hours of the dispensary or on holidays and if the supplier fails to provide medicines in such circumstances, the Authorized Medical Attendant in the Dispensary may procure the items as per their requirement from the open market. The Authorized Chemist will be liable to reimburse in full on the spot, the amount incurred by the respective Authorized Medical Attendant on production of Cash Memo, duly certified by the Medical Officer of the dispensary concerned.

## **SECTION-III**

### **Conditions of Contract**

#### **1. PERIOD OF VALIDITY OF BIDS**

The Bids shall be valid for acceptance for 180 days (One Hundred Eighty Days) after the date of bid opening as prescribed by the MD APMSIDC.

#### **2. PERIOD OF CONTRACT**

The period of the contract shall be 2 years from the date of approval of Rate Contract. However, on receipt of orders from Government / Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation if any, the contract may be terminated.

#### **3. RIGHT TO ACCEPT / REJECT ANY BID**

The Managing Director Andhra Pradesh Medical Services and Infrastructure Development Corporation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without giving any prior notice to this effect and subject to orders received if any from the government.

#### **4. EVALUATION OF BIDS**

- 4.1 **The Technical Bid** will be evaluated on the basis of the documents submitted by the bidder as per Check List.
- 4.2 **The Commercial Price Bid** will be evaluated on the basis of maximum discount offered price by the authorized bidder on the maximum retail price printed on Strips / Bottle / Unit pack in terms of percentage in respect of all supplies to be made under the agreement.
- 4.3 **Bidder has to Quote the Percentage of Payable amount by the tenderer after discounting i.e, If the bidder willing to provide 60% discount on MRP then the quoted percentage is  $(100-60) = 40$ . Bidder has to enter 40 is the landed price. The payment process will consider the 40% of the MRP (Inclusive of All Taxes).**

#### **5. PERFORMANCE SECURITY DEPOSIT:**

The successful bidder will have to furnish a Performance Security Deposit for an amount of Rs. 5 Lakhs (Rupees Five Lakh Only) in the form of Demand Draft/ Bank Guarantee issued by any Nationalized Bank drawn in favour of the Managing Director Andhra Pradesh Medical Services and Infrastructure Development Corporation.(Bank Guarantee Validity 3 years).

No claim shall be made against the Managing Director Andhra Pradesh Medical Services and Infrastructure Development Corporation in respect of interest if any due on the Performance Security.

#### **6. CORRUPT OR FRAUDULENT PRACTICES**

6.1 The Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation, requires that the Bidder/suppliers/contractors under his bid, observe the highest standards of ethics during the procurement and execution of such contracts.

6.2 In pursuance of this policy, the terms are set forth as follows:

- a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and
- b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation Vijayawada, and includes collusive practice among Bidder (prior to 'or after bid submission) designed to establish bid

'prices at artificial non-competitive levels and to deprive the Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation of the benefits of the free and open competition.

6.3 The Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation ,will reject a proposal for award if it is found that the Service Provider recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

6.4 The Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation ,will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time found that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

6.5 The Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation, can take any decision /Penalty/ cancelling the rate contract and go for a new tender/Matching qualified bidder in any case/ irregularity/complaints on the tenderer.

## **7. PENALTIES**

7.1 In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then supplier will be penalized for Rs.1,000 / - + cost of the specific brand of medicines for each such default.

7.2 The delivery of supplies in full will be made on the next working day by 10.30 a.m. or at the opening hours of dispensary, whichever is earlier, at the premises of the dispensaries indenting the supplies. In the event of non-supply of indented medicines in time as aforesaid, Rs. 500/- will be deducted from the bill of the Chemists for each delay.

## **8. TERMINATION FOR DEFAULT**

The Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder terminate the Contract in whole or part:

- a. If the bidder fails to provide any or all of the services within the period/(s) specified in the Contract
- b. If the bidder fails to perform any obligation/(s), under the Contract.
- c. If the bidder, in the decision of the Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

d. If there is any change in Government policy.

## **9. FORFEITURE OF THE PERFORMANCE SECURITY/BLACKLISTING**

The amount of Performance Security deposit shall be liable to be forfeited if the medicines supplied by the authorized Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or not conforming to quality,. The performance Security shall also be forfeited on the following grounds:-

- i) If the authorized chemist fails to adhere to the terms of the contract.
- ii) Refuses to follow the contract performance in supplies.
- iii) Supplies any sub-standard or spurious drugs.
- iv) Back out from supplies in Rate Contract Period.

The MD,APMSIDC is having right to black list the firm and decision is final.

**FOREFEITURE OF EMD :** The EMD shall be forfeited if the bidder withdraw their bid during the tender process/Evaluation of the bid. The same shall be forfeited if the successful bidder fails to enter into agreement within the stipulated period after receipt of communication about acceptance of bid from APMSIDC.

## **10. WARRANTY**

The Bidder shall furnish along with the Bid a Warranty on its letter pad duly signed by authorized signatory affixing firm's rubber stamp as per Annexure - D.

## **11. RESERVATION RIGHT FOR APPOINTMENT OF MORE CHEMISTS FOR EACH DISPENSARIES.**

The Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation reserves the right to appoint substitute authorized chemist for each unit in case of defaulting of the selected bidder/(s).

## **12. RIGHT OF ACCEPTANCE**

The Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation doesn't pledge himself to accept the highest discount on MRP and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall supply the medicines at the rate quoted.

### 13. NOTIFICATION OF ACCEPTANCE OF BID

The Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation will communicate acceptance of the bid through a letter/email.

### 14. AGREEMENT:

The Successful bidder shall execute contract agreement with the MD, APMSIDC for supply of Prescribed Branded Drugs during the contract period. If the bidders fails to execute the agreement, the EMD shall stand forfeited.

### 15. PAYMENT

The authorized bidder shall claim payments monthly basis. Payments of the bills presented will normally be arranged at the earliest possible time from the date of presentation of the proper bill. However, the contractor shall make no claim from the authority, in respect of interest or damages, in case the payment is delayed for any reasons.

### 16. ARBITRATION

The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between **the Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation** and the Bidder in connection with or arising out of the Contract during the contract period or completion and before or after the termination, abandonment or breach of the contract, shall be referred to and settled by the **Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation** who shall within a period of "sixty" days give written award of his decision to the Bidder. The- decision of the **Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation** will be final and binding.

### 17. CERTIFICATE OF UNDERTAKING

As per Performa Annexure –E

### 18. NOTICES

18.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing by facsimile and confirmed by original copy by post to the other Party's address as below.

1) The **Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation, Mangalagiri.**

2) Bidder\*: \_\_\_\_\_

17.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

### Check List

#### **Procurement of Drugs for VIPs at Civil Dispensaries ,A.P Secretariat Velagapudi and Gollapudi Vijayawada.**

#### **The following documents are to be submitted along with the Technical Bid of Tender Document**

**1)** The Earnest Money Deposit for an amount of Rs. 3,00,000/- (Rupees Three Lakhs Only) in the form of Demand Draft/ Bankers Cheque drawn on any Nationalised Bank drawn in favour of the Managing Director Andhra Pradesh Medical Services and Infrastructure Development Corporation, Mangalagiri.

**2)** Demand Draft for Rs. 11,800/ - as Tender processing fees (Non-refundable) drawn in favour of the Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation, Mangalagiri in the form of Demand Draft drawn on any Nationalized Bank.

**3)** Non conviction certificate issued on not older than 6 months (from the tender date) by the licensing authority of DCA, A.P stating that the firm has not been convicted for the last three years under the acts implemented by DCA.

**4)** Notarized affidavit declaring that the firm has not been convicted from the date of issue of Non Conviction certificate issued by the the licensing authority of DCA to till the submission of bid Document / Participation in the bid. If stand as successful bidder we will submit NCC issued by the licensing authority of DCA to this effect

**5)** True photo copies of valid drug licenses in specified forms for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940.

**6)** Affidavit to the effect that the chemist Shop / establishment is situated within **30-50 kms distance** by shortest Motorable route from the dispensary at A.P.Secretariat, Velagapudi..

**7)** Copy of the Partnership Deed if it is a Partnership concern.

**8)** A copy of PAN allotted to the firm/ a copy of PAN allotted to the proprietor.

**9)** Latest GST Certificate.

**10)** Bank A/c details – A/c Number, Type of A/c, Bank's name and Address proof of the firm to facilitate the payment.

**11)** Declaration of bidder as per **Annexure - A**.

**12)** Letter of Authority as per Annexure – B

**13)** (a). The Average turnover of the bidder should be at least Rs. 2.00 Crore (Rupees Two Crore only) in the last three financial years. The bidder must submit the documentary evidence like Profit & Loss A/c, audited Balance Sheet in support of their claim (Annexure - C).

**14)** Warranty letter as per Annexure - D.

**15)** Declaration of the Bidder (Annexure - E).

All Technical bid documents should be submitted in the above sequence along with Index chart and Page numbers.

Note: Tenders not containing the above particulars are liable to be rejected

**Annexure – A**

**Procurement of Branded Drugs at Civil Dispensaries A.P Secretariat,  
Velgapudi, APVVP Gollapudi, Vijayawada.**

**Declaration of Bidder**

To  
Managing Director,  
APMSIDC,  
Mangalagiri.

Dear Sir,

- 1) I / We hereby offer to supply medicines/Drugs to dispensaries A.P Secretariat, Velgapudi and Gollapudi, Vijayawada as indicated in the Bid notice in the acceptance of Bid at the rate given in Price Bid.
- 2) I / we shall be bound by a communication of acceptance dispatched within the due date/ time.
- 3) I / we have understood the instructions to the bidders and conditions of contract and accept them.
- 4) I / we am / are fully aware of the nature of stores required and my / our offer is to supply stores strictly in accordance with the requirements.
- 5) I / we agree to arrange supplies in accordance with the nomenclature, specifications and packages given in the local purchase indents.
- 6) I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made hereunder.
- 7) I / we agree to abide by the Conditions of Contract and other instructions.
- 8) I / we enclose the Documents as per Annexure - 1.

SIGNATURE OF WITNESS  
ADDRESS

1.

2.

SIGNATURE OF BIDDER  
ADDRESS:

**Annexure – B**

**Letter of Authority**

(to be signed by the Head of the firm)

**Procurement of Branded Drugs at Civil Dispensaries A.P Secretariat,  
Velgapudi, APVVP Gollapudi, Vijayawada.**

Shri \_\_\_\_\_ working as \_\_\_\_\_ in  
(Name of the chemist shop) \_\_\_\_\_ has been  
authorized to sign the tender documents for the supply of drugs to  
dispensaries A.P Secretariat, Velagapudi and Gollapudi, Vijayawada on our  
behalf. He is also authorized to take decisions whatever is necessary in  
connection with this tender.

The specimen signature of Shri \_\_\_\_\_ are given  
below duly attested by us.

Specimen Signature of Shri \_\_\_\_\_

Attested by (Name of the Chemist shop with stamp)

\_\_\_\_\_  
\_\_\_\_\_

**Annexure – C**

**Procurement of Branded Drugs at Civil Dispensaries A.P Secretariat,  
Velgapudi, APVVP Gollapudi, Vijayawada.**

(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 as under: .....

(II) The Average annual Turnover of M/s ..... for the past three years i.e. (2019-20, 2020-21 and 2021-22) or (2018-19, 2019-20 and 2020-21) are given below and certified that the statement is true and correct.

S. No	Financial Year	Turnover in Lakhs (Rs.)
1		
2.		
3.		
<b>TOTAL</b>		Rs .....Lakh

(Signature of the with Seal) \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

**Annexure – D**

**Procurement of Branded Drugs at Civil Dispensaries A.P Secretariat,  
Velgapudi, APVVP Gollapudi, Vijayawada.**

**WARRANTY**

"The \_\_\_\_\_(Name of the Authorized Chemist) do hereby declare that the medicines supplied under this contract shall be of the standard quality and in accordance with the specification as indented and if the articles are found not conforming to the description or the standard quality as aforesaid has deteriorated (the decision of the) Commissioner, A.P.Vaidya Vidhana Parishad on that behalf will be final and conclusive), the Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation in that behalf will be entitled to reject the said articles or sub portion whereof as may be found not conforming to the said description and quality on such rejection such articles or such part thereof as the Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation may decide will be replaced forthwith failing which the Authorized Chemist will have committed a breach of contract and be liable to pay such damages as may arise by reason or breach of the conditions of the contract or otherwise. bidder shall not substitute the medicines written in the indent. If any such case is noticed then bidder will be penalized for Rs. 1,000/ - + cost of specific brand of medicines".

(Signature of the Bidder with Seal) \_\_\_\_\_

Date\_\_\_\_\_

Place\_\_\_\_\_

## Annexure – E

### **Procurement of Branded Drugs at Civil Dispensaries A.P Secretariat, Velgapudi, APVVP Gollapudi, Vijayawada.**

#### **CERTIFICATE OF UNDERTAKING**

(To be signed by head of the Firm or authorized signatory)

1. It is certified that the particulars mentioned in the Tender document are correct.
2. That if any information is found to be untrue, the chemist will be liable for de-panelment by Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation and pay the compensation for any financial loss caused to Managing Director , APMSIDC, Mangalagiri or physical injuries caused to its beneficiaries besides filing a criminal case and Civil Suit.
3. That the discount quoted is valid for 2 years from the date of contract approval.
4. That the Establishment is situated within **30-50 kms distance** by shortest Motorable route from the dispensary at A.P.Secretariat, Velgapudi.
5. That the provisions of the Conditions of Contract will be fully complied.
6. The Managing Director, Andhra Pradesh Medical Services and Infrastructure Development Corporation, can take any decision /Penalty/ cancelling the rate contract and go for a new tender/ Matching qualified bidder in any case/ irregularity /complaints on the tenderer, The decision of MD,APMSIDC is the final.

**Signature**

**Head of the Firm / Authorized Signatory**