

TENDER FEES – Rs. 200/- (non refundable & non transferable)

TENDER NO. - BMHRC/SMO/STORE/LT/DRUGS/16-17/039

**TENDER DOCUMENT
FOR
SUPPLY OF DRUGS/MEDICINES AT
BHOPAL MEMORIAL HOSPITAL &
RESEARCH CENTRE**

BHOPAL

Format of forwarding letter

FORWARDING LETTER
(To be filled in by the tendering party on company's letter head)

The Director,
BMHRC, Bhopal- 462 038

Tender number- BMHRC/SMO/STORE/LT/DRUGS/16-17/039

Dear Sir,

With reference to the above Tender Enquiry I/We are submitting herewith our tender documents. The tender document is duly paginated and contains page No 1 to

1. I/We, the undersigned, hereby submit my/our tender for the supply of Drugs/Medicines/I.V. Fluids on **one year** rate contract basis or till finalization of open tender (**which ever earlier**) and it is further extendable on same terms & conditions for one year (If required).
2. I/We are enclosing, herewith, Demand draft, D.D.No. dated_____ for **Rs.10,000** drawn in favour of the **"DIRECTOR, BMHRC, BHOPAL"** towards EMD/BID Security and shall remain in the custody of the BMHRC till decision as to the acceptance of the tender is known. Once the tender is decided, the performance security @ 5% of the contract value will be furnished by the undersigned.
3. I/We, hereby, agree to all the terms and conditions of tender, stipulated by the BMHRC in this connection including penalty etc.
4. That the Drugs shall be of the best quality and kind. The test report of the supplied batch of the Drug/medicines will be either **on Form-39** (report of analysis) or from other Test Lab approved by **NABL** (National Accreditation Board for Testing and Calibration Laboratories) except for imported drugs and as per the requirement of the hospital. The decision of the Director, BMHRC as regards the quality and kind of the articles shall be final and binding on me.
5. I/We agree that in case of failure to supply the material for which a Purchase order will be placed upon me/us within the stipulated date of delivery, the institution can go to market for local purchase of the same at my/our risk and cost limited to the amount of performance guarantee.
6. I/We will submit the samples as and when required and in case I/We fail to do so, the earnest money deposited by me/us can be forfeited by the Institute & the tender will not be considered for evaluation.
7. I/We shall execute an rate contract on Non-judicial Stamp paper of Rs. 100/- (Rupees hundred only) in case my/our tender is accepted and if I/We asked to act so, **within 15 days** of the intimation of acceptance of rates for the tender. **However, this is to be treated as rate contract otherwise.**

Yours truly,

Signature of Tenderer with full address

CHECKLIST**For Part-I**

S.No.	Documents to be uploaded	YES/NO.	Page No.
1	Forwarding letter duly signed of the bidder on the company's letter-head.		
2	Copy of the draft of Rs. 10,000/- as Earnest Money Deposit		
3	Copy of the draft of Rs. 200/- as Fees for tender form		
4	Self attested copy of valid Sales Tax / VAT/ TIN registration certificate		
5	Non-conviction certificate from the Drug Controller of State/Central issued not more than one year old from the date of opening of tender.		
6	Techno commercial bid (Part-I)		
7	Self attestation on terms & conditions of the tender document		
8	Annexure-II, Annexure-III on company's letter head		
9	Self attested copy of valid drug license / import License from the State/Central Drug Controller for the manufacture /Import of the medicine/drug quoted. If revalidation of drug license has been applied , copy of application to State/Central Drug Licensing Authority may be attached. The application for renewal was made within time frame as per Drugs and Cosmetics Act, 1940 as amended up to date and that has not been deleted		
10	For newly introduced drugs/molecules or sole manufacturer of the product (proprietary drugs), the bidder must submit a certificate of manufacturing & marketing license from the State/Central Drug Controller / Licensing Authority in support of its claim.		
11	Public Sector Undertakings with more than 6 months market standing having manufacturing license issued by Central/ State Drug Controller.		
12	The bidder should have more than 6 months of manufacturing and marketing experience for the specified product duly supported by documentary evidence except in case of new drugs.		
13	Valid WHO-GMP certificate clearly indicating the products (molecule/drug) issued by Central/ State Drug Controller and should not have been issued more than five years old.		
14	Valid Schedule 'M' certificate issued to the pharmaceutical bidder (s) showing the list of drugs/molecules manufactured by the bidder and not more than 05 years old.		
15	In case of imported drugs, COPP/import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products and more than 6 months Marketing experience certificate issued by the Drug Controller should be submitted.		

For Part-II

1	Standard BoQ format (Financial bid, Part-II)		
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BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE
DEPARTMENT OF HEALTH RESEARCH
MINISTRY OF HEALTH & FAMILY WELFARE, GOVT. OF INDIA
RAISEN BYPASS ROAD, KAROND CHOWK, BHOPAL, PIN- 462 038

General Instructions

1. Tender should invariably be submitted in two bid system containing two parts as detailed below:

Part-I: - Techno commercial bid

Part-II: -Price bid/Financial bid

IMPORTANT NOTE

Bidders are requested to watch for any modifications/corrigendum on the BMHRC website(www.bmhrc.org)

2. If there is any difference between the words & figure in net rate, the rate quoted in words will be taken to consideration.
3. **All the pages of tender documents should be properly numbered, self attested and total number of pages be indicated on the forwarding letter as per format attached.**
4. Manufacturers or authorized distributors for imported products if there is no marketing office of Principal Companies in India intending to participate in the said tender should first ensure that they fulfill all the eligibility-criteria as prescribed as per check list and terms & conditions of tender document, otherwise, the tender will be summarily rejected and no further correspondence will be entertained in this regard. Bidder will enclose check list along with forwarding letter of the bidder on the company's letter-head in which check-list of the attached documents should be mentioned invariably.
5. **Financial bid shall be strictly according to the format provided in the tender document. (Annexure-I)**
6. BMHRC will make all correspondence through email only so it is mandatory to provide the valid email address so that all communications may be done through email. **(Annexure-III)**
7. The Director reserves the right to (i) change any article on its being found to be of inferior quality. It will be replace by company free of cost within the given time to avoid any inconvenience to the hospital (ii) reject any or all tenders including the lowest quotation at any time without assigning any reasons. No correspondence in this regard will be entertained (iii) invite in his sole discretion, separate quotations to effect purchase outside this contract in the event of any urgent demand arising in hospital, where no stock are held or otherwise.
8. BMHRC is not bound to take all or any of the articles enumerated in the **Annexure-I** in complete quantity. It may be more or part of the estimated quantity, as the same is **"indicative only"** in nature.
9. The Successful bidder shall furnish the performance security within **30 days** from the implementation of the tender. The performance security should be for an amount of 5% of the contract value payable in Indian rupees or Demand Draft/Bank guarantee from any commercial bank in favor of Director, BMHRC, and it shall be valid for **18 months** from the date of issue of Rate contract. The Performance Security shall be released on

satisfactory completion of all contractual obligations. No interest shall be payable on the performance security. **Failure to furnish performance security in time would entail forfeiture of earnest money deposited by the firm & the cancellation of the contract.**

10. If the manufacturer/vendor fails to supply the required /ordered drugs within **120 days** from the date of issue of purchase order/scheduled delivery date, the rate contract may be cancelled for these drug(s) & proportionate performance security will be forfeited. Further the company will be disqualified for these drugs to participate in retendering process also.
11. In case of discontinuation of product prior to opening of the bid, no EMD will be forfeited. If discontinuation of product will be between after bid opening & before finalization of tender, the EMD will be forfeited proportionately @ 2% of the annual requirement of BMHRC with reference to the item as L1 in financial bid. If product will be discontinued after finalization of tender than amount calculated @5% of the annual requirement of BMHRC, will be recovered from the pending bills or performance bank guarantee

12. ELIGIBILITY/TECHNICAL CRITERIA

Bidders to be eligible should fulfill the following criteria

- (i) **EMD:** Each tender should be accompanied with an EMD/bid security amounting to Rs.10,000.00 only (rupees Ten thousand only) by way of demand draft/bankers cheque of any commercial bank drawn in favour of "Director BMHRC, Bhopal" payable at Bhopal, failing which the tender shall not be considered for acceptance and will be out rightly rejected. EMD shall remain in the custody of the BMHRC till decision as to the acceptance of the tender is known. Cash/cheque is not acceptable at all. No interest is payable on EMD/bid security. The Tender Number, due date, Name and complete address of the bidder should also be written on the back of the demand draft.. **Bidders whose rate contracts are completely cancelled/terminated as punishment by BMHRC/others Central Govt. Hospitals during last 5 years are not entitled to participate in this tender.**
- (ii) **DRUG LICENSE :** A self attested copy of valid drug license / import License from the State/Central Drug Controller for the manufacture /Import of the medicine/drug quoted. If revalidation of drug license has been applied , copy of application to State/Central Drug Licensing Authority may be attached. The application for renewal was made within time frame as per Drugs and Cosmetics Act, 1940 as amended up to date and that has not been deleted by licensing authority.

(iii) Features:

- a) Valid Schedule 'M' certificate issued to the pharmaceutical bidder (s) showing the list of drugs/molecules manufactured by the bidder and not more than 05 years old.
- b) Valid WHO-GMP certificate clearly indicating the products (molecule/drug) issued by Central/ State Drug Controller and should not have been issued more than five years old.
- c) In case of imported drugs (i.e. not manufactured in India), COPP (Certificate of Pharmaceutical Products)/import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products and more than 6 months Marketing experience certificate issued by the Drug Controller should be submitted.

d) Public Sector Undertakings with more than 6 months market standing having manufacturing license issued by Central/ State Drug Controller.

(iv) **EXPERIENCE:** The bidder should have more than 6 months of manufacturing and marketing experience for the specified product duly supported by documentary evidence except in case of new drugs.

- 13. SHELF LIFE :** In case of receipt of drugs having lesser shelf life than a flat 20% amount will be deducted from the invoice value in following cases.
- In case of life span of drug is more than 1 year and material having less than six months shelf life is accepted by the BMHRC.
 - In case of life span of drug is 1 year or less, and the material having less than four months shelf life is accepted by the BMHRC.
- 14.** The firms will be legally bound to supply the drugs/medicines & IV fluids, for which they have quoted the rates in the tender during validity of the contract. In case, they fail to execute any Purchase order placed to them within 37 days from the date of placement of purchase order, they will be liable for action against them, as detailed below.
- 2% LD (late delivery) will be imposed, if delivery is between 38 to 50 days.
 - 1% additional LD will be imposed for every additional delay of 15 days.
 - The maximum LD amount will not be more than 5% in any cases.
 - In case of staggered deliveries, the second supply will come under LD preview immediately after schedule date
- 15.** The approved rate contract holders should supply their all ordered items within date of delivery (DOD) period as per Purchase order terms and these terms should be strictly adhered to. In case they failed to supply the item within DOD period, the reminder letter will not be issued in any circumstances and penalty will be imposed as detailed in Clause no. 14. **The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending bills/PBG of the manufacturer/vendor. Liability on this account will be limited to the performance guarantee.**
- 16. Force Majeure:-** Any failure of omission or commission to carry out the provisions of this contract by the successful Bidder shall not give rise to any claim by any party, one against the other if such failure of omission or commission arises from an act of God, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.
- 17.** The delivery of stores must be completed within stipulated delivery period. In case of failure to provide replacement of rejected supply within the stipulated delivery period for the supply concerned purchase order will be considered as incomplete. The successful Bidder shall maintain stocks and shall make deliveries against purchase orders for such stock completely or in staggered manner as and when required.
- 18.** The supply, if it is rejected, has to be removed and replaced within a period of fifteen days from the date of receipt of intimation from BMHRC .In case of failure to do so, the rejected supply can be disposed off by the Director-BMHRC Bhopal, at his own way and discretion and he/she shall not be responsible, in any way, for doing so. BMHRC shall not be held responsible for replacing/sending the material to the place of the manufacturer/vendor.

- 19.** The price charged for the stores supplied to the hospital shall in no event exceed the lowest at which the tenderer sells the stores of identical description to any other individual / Govt or private institution. Violation of this clause will entail debarring the erring bidder from participating in the next tender.
- 20.** If at any stage during the tenure of the tender, the tenderer reduces the unit price lower than the price charged under the agreement, the tenderer will forthwith notify such reductions of the unit price to the Director BMHRC, Bhopal
- 21.** The medicines / drugs supplied are also liable to be tested at random by chemical analysis from Govt. approved lab / Govt. testing lab without any intimation to the supplier. If the new test report is contradictory with the submitted test report, the cost incurred on the whole process of testing shall be deducted from their PBG/pending invoices and this will be intimated to the manufacturer/vendor. NO PAYMENT will be made for the entire such batch of that particular item, even if the supplies have been consumed.
- 22.** Bidders are, hereby, directed to quote the rates of only those drugs/medicines for which they can ensure supply within 37 days from issue of Purchase order along with following.

SN	Test report	For all categories of drugs
a.	No Test Report	Drug value Upto Rs. 15000/-in a Purchase Order
b.	In House test report of manufacturer	Drug value between Rs. 15001 to Rs. 1 Lac in a Purchase Order
c.	Test Report either on Form 39 from Govt. approved analytical testing laboratory or from any other lab approved by NABL	Drug Value more than Rs. 1 Lacs in a Purchase Order

- 23.** If any manufacturer/vendor fails in submission of required test report regarding medicine supplied within 90 days from the date of receipt of medicine than 20% of the value of the medicine will be deducted from the bill (**even BMHRC consumed the material due to emergency**) . If such instances are repeated five times than item will be discontinued from the rate contract and proportionate performance bank guarantee will be forfeited. After 20% deduction in case of receipt of the test report after 90 days from the date of receipt of medicines the amount deducted will not be refunded in any circumstances.
- 24.** The manufacturing bidder should have to submit the self attested copy of valid Sales Tax/VAT/TIN registration certificate.
- 25. Exemption from payment of EMD & Tender Fees:-** Firms registered with the Central Purchase Organization (e.g. DGS&D) and NSIC and exempted from payment of EMD & tender fees with these organizations, are also allowed for exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies, which are selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD exemption. To avail EMD exemption, the firms should submit a legible photocopy of valid registration certificate of the product manufactured and registered with DGS&D/NSIC in a separate envelop along with envelop of technical bid.

26. In case of MSE (Micro & Small Industries) manufacturer the price preference of L-1 + 15% will be made available during award of the tender.
27. Small scale industries are exempted from providing the minimum turnover criteria as per guidelines laid down by Govt. of India for SSI units to ensure that there is no discrimination against them.
28. **Other condition of procurement will be governed by the relevant rules and orders that be issued by the Govt. of India from time to time.**
29. **Payment Terms:** Payment to the supplier Company/agency shall be made after 90 days from the submission of the bill and receipt of stores in good & satisfactory condition.
30. At any stage if it has come into notice that bidder has submitted the false information than bidder will be stand black listed for five years from the date of issue of such order along with forfeiture of EMD/performance guarantee.
31. Rate contract valid for one year from the date of implementation or till finalization of open tender (**which ever earlier**) and it is further extendable on same terms & conditions for one year.(If required).
32. In case of any deficiency of the document regarding quoted items, it will be liable to reject the quotation for that item. Further if any deficiency reflects all the quoted items than the tender will not be considered.
33. Tender may also be rejected, if Copy of tender document (Terms & Condition) is either not attached or attached but found improper/not signed or not attested by bidder.
34. **Arbitration:** If at any time, any question, dispute or difference whatever shall arise between the two parties (BMHRC on the one hand and manufacturer on the other hand) in relation to the purchase, either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the bidder. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at BMHRC, Bhopal.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation, installation and commissioning etc.

Upon every or any such reference, the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof, or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

35. **Civil suit/Legal remedies:** Any dispute if arises, shall be subject to jurisdiction of Bhopal court.

Annexure-I

S. No.	Item Description	UOM	App. annual Requirement	Brand Name	Company	Pack Size	Unit MRP (Rs.)	Unit Price (Rs.)	Tax (in %)	Unit Net Rate in figure (Rs.)	Unit Net Rate in Words (Rs.)
1	Daclatasvir Tab 60Mg	TAB	400								
2	Danozol Cap 100Mg	CAP	1000								
3	Doxycycline Inj 100Mg	NOS	100								
4	Minocycline Inj 100Mg	NOS	100								
5	Sirolimus Tab 1Mg	TAB	1440								
6	Valganciclovir Tab 450Mg	TAB	1080								
7	Topotecan Inj 2.5mg	NOS	50								
8	Cinacalcet Tab 30Mg	TAB	360								

Note: : (a) UOM= Unit Of Measurement

(b) Example for quoting price in price bid

(i) MRP(for strip of 10 tab)=Rs. 70.00, Unit MRP=Rs. 7.00

(ii) Price (for strip of 10 tab)=Rs. 22.00, Unit Price=Rs. 2.20

(iii) Net rate (for strip of 10 tab)=Rs. 23.10, Unit Net rate in figure=Rs. 2.31

ANNEXURE –II

(To be submitted by the manufacturer on company's letter head)

Undertaking

- 1.** I/We certify that I/We have gone through & agree to the terms & conditions of **Tender Ref No. BMHRC/SMO/STORE/LT/DRUGS/16-17/025** and undertake to comply with them for the contract period (**valid for one year from the date of implementation or till finalization of open tender (which ever earlier) and it is further extendable on same terms & conditions for one year (If required).**)
- 2.** I/We certify that, I/We or any of my/our products have neither been blacklisted nor debarred from participating in future tenders by any State Government / Central Government organizations.
- 3.** There is no vigilance / CBI case or court case pending against me/our firm or any of the partners/directors of the firm.
- 4.** I/We, hereby, agree to all the terms and conditions, stipulated by the BMHRC in this connection including penalty etc.
- 5.** I/We understand that The Director BMHRC, Bhopal reserves the right to reject any or all tenders including the lowest quotation without assigning any reasons (s) thereof.
- 6.** I/We submit that I/We have never been convicted by the State/Centre Drug Controller under the Drugs and Cosmetics Act, 1940 and rules there under during the last one year in respect of any of the drugs for which prices have been quoted by me/us.
- 7.** I/We agree that in case of failure to supply the material for which a Purchase order will be placed upon me within the stipulated date of delivery, the institution can go to market for local purchase of the same at my/our risk and cost.
- 8.** I/We agree that the condition on the approval of the offer that the price charged for the stores supplied to the hospital shall in no event exceed the lowest at which I/We sell the stores of identical description to any other individual / Govt or private institution.
- 9.** I/We agree If at any stage during the tenure of the tender, I/We reduce the unit price lower than the price charged under the agreement, I/We will forthwith notify such reductions of the unit price to the Director BMHRC, Bhopal

Name :

Sign :

Address :

Note: Undertaking can be submitted by the authorized distributors for imported products if there is no marketing office of Principal Companies in India

ANNEXURE-III

PROFORMA TO BE FILLED BY THE TENDERER

GENERAL INFORMATION

- a) Name of the firm:
- b) Address & Telephone No.:
- c) Whether the firm is Indian / Multi- national :
- d) Person responsible for conduct of Business :
- e) Has the firm been convicted ever, if yes, give details :
- f) Any case pending in the Court with details :
- g) Has the firm ever been debarred / black-listed by any Govt. Hospital for poor quality or late supply of drugs? If yes, give details.

Correspondence Details:

- h) Name & Mobile No of person/ authorized signatory to be contacted for this tender:**
- i) Correspondence Address: (For correspondence by Speed Post)**
- j) Fax No :-**
- k) Correspondence E- mail address :-**

ANNEXURE-IV

(To be filled in by the tendering party on company's letter head)

I/We, hereby, agree In case of exhausting of security money/performance bank guarantee of the bidder due to any reason, the bidder is bound to recoup the security money/performance bank guarantee to BMHRC. This amount will be adjusted from the pending invoices of manufacturer /vendors by way of recovery

Yours truly,

Signature of Tenderer with full address