TENDER NO:- 19-3.1(Drugs)/APMSIDC/ 2019-20 Dated: 03-03-2020.

TENDER FOR SUPPLY OF DRUGS
(Dr YSR KANTI VELUGU PROGRAMME & CHRONIC KIDNEY DISEASE)

To

ANDHRA PRADESH MEDICAL SERVICES & INFRASTRUCTURE DEVELOPMENT CORPORATION

for the year 2020-22

(Finalization of Rate Contract for Two years
From the date of Price bid approval)

**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	19-3.1(Drugs)/APMSIDC/ 2019-20 Dated : 03-03-2020.
2	Date and time for downloading bid document	From 11-03-2020,06.00 pm
3	Last date for submission of queries	13-03-2020 at 11.00 am
4	Pre- bid meeting	13-03-2020 at 11.00 am Venue: Conference Hall, 2nd floor, APMSIDC, Mangalagiri.
5	Last date and time for uploading Documents	18-03-2020 at 5.00 pm
6	Date and time of opening of Online technical bids	18-03-2020 at 5.01 pm
7	Last date and time of submission of offline documents	19-03-2020 at 5.00 pm
8	Tender Processing Fee	The bidder shall remit processing fee Rs. 5625/- in the form of Demand Draft in the name of The Managing Director, APMSIDC, Managalagiri, Guntur(District).
9	Earnest Money Deposit (EMD)	The Earnest Money Deposit (EMD) in the form of Demand Draft for Rs.3,00,000/- in favour of Managing Director, APMSIDC, Mangalagiri, Guntur district.
10	E-mail	tenders.apmsidc@gmail.com, apmsidc.gm@gmail.com
11	Contact number	General Manager- Drugs : 8978680705

The tender document can be downloaded free of cost from the e-Procurement Portal https://tender.apeprocurement.gov.in/ and from the website of APMSIDC **www.msidc.ap.nic.in**.

TABLE OF CONTENTS

ONLINE TENDER FOR THE SUPPLY OF DRUGS TO APMSIDC FOR THE YEARS 2020-22

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 is 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 (herein after 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).

Tender Inviting Authority invites **Tender for the supply of Drugs to APMSIDC, for the years 2020-2022.**

1. LAST DATE AND TIME FOR SUBMISSION OF ONLINE TENDERS

(a) Online Bids [in two separate Cover {Technical bid ("Cover A") and price bid (Cover "B")}] will be submitted till 05.00 PM. up to 18-03-2020 on ap eprocurement portal i.e. https://tender.apeprocurement.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) (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 Organisation-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.

(iii) **Distributors/Suppliers/Marketer/Agents are not eligible to participate in the Tenders.**

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

I. Average Annual turnover of manufacturer in the last three years i.e. 2016-17, 2017-18 and 2018-19 shall not be less than **Rs.10 Crores.** In case of Small scale industries situated in the state of Andhra Pradesh the turnover shall not be lessthan **Rs. 5 Crores.**

II.(a) Non-conviction Certificate not older than 6 months issued by the licensing authority of the State certifying that the firm/company has not been convicted.

(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)During the validity of the tender, if the firm / Company is blacklisted/ debarred/de-registered/banned by any State Government / Central Government / its Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to APMSIDC along with relevant authentic document by the tenderer firm/ company within one month otherwise a penalty of Rs 1, 00,000/-shall be imposed on the firm by APMSIDC.

(e) 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 msidc.ap.nic.in;and portal i.e.apeprocurement.gov.in. Tender Document is free of cost. The bidder shall remit processing fee Rs. 5625/- in the form of Demand Draft in the name of The Managing Director, APMSIDC, Managalagiri.

(ii) **EMD (Earnest Money Deposit):** EMD of Rs.3,00,000/- (Rupees Three Lakhs only as specified in Clause 7 of the Tender document in the form of **Demand Draft from nationalised/Scheduled Bank** 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** '. Name & full address of the bidder may be written at the back of the Demand Draft/Pay Order. Signed and scanned soft copy of the EMD instrument must be uploaded **(ANNEXURE III)**to the e-Procurement portal. EMD in any other form like ***cheque/cash/postal order*** etc. **will not be accepted. The Bid (in case not exempted for EMD as mentioned in tender document) without EMD shall be summarily rejected.**

(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;** and AP Procurement portal i.e. **apeprocurement.gov.in** will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at discretion, extend the date and time for submission of online bid.

(b) Any person who has downloaded the tender document should watch for amendment, if any, on the website **msidc.ap.nic.in;** and AP Procurement Portal i.e. **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* 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 - COVER "A"

4.1. The Tenderer should upload the following documents while submitting technical bid hereafter called **"Cover A". (Scanned copies of each page of all documents should be uploaded while submitting Technical bid).**

(a) The tenderers are required to upload scanned undertaking on stamp paper duly notarized by authorised 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.

(d) Offline documents with original ANNEXURE II in sealed cover should be submitted to APMSIDC, Mangalagiri on or before the scheduled date.

i. Earnest Money Deposit as indicated in Clause 3(ii) and Clause 7. of the tender document shall be in the form of **Demand Draft** favoring "MD, APMSIDC "payable at Mangalagiri. Tender cost and EMD in any other form like ***cheque/cash/postal order*** etc **will not be accepted.** Scanned soft copy of the EMD instrument must be uploaded **(ANNEXURE III)** to the e-Procurement portal. and **original EMD instrument should be submitted to APMSIDC, Mangalagiri on or before the schedule date of technical bid.**

ii. The tenderers are required to upload a certificate from the C.A.(Chartered Accountant) or Company Secretary as per **ANNEXURE IV.**

iii. Authorization letter nominating an officer of the Tenderer on the printed letter head of the company to transact the business with the APMSIDC to be uploaded.

(e) 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).

(f) 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.

(g) The copies of relevant pages approved by drug authorities of concerned country for any quoted Drug/product offering CoPP certificate and quoted drugs/ products manufactured by manufacturing units approved by US FDA, TG Australia, Health Canada, EU approval, MCC South Africa approval, Brazil Anvisa should be uploaded with technical bid.

(h) In case of Imported drugs, labels and product literature of all quoted product(s) must be uploaded COPP certificate as per WHO format of their Principal Manufacturing company/firm.

(i) 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.

(j) The loan license bidder is required to upload scanned copies of all the documents as per tender requirements including manufacturing unit.

(k) 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.

(l) All the documents uploaded should also be signed by the authorized official of the Tenderer.

5. PRICE BID - COVER "B"

5.1. Cover "B" contains the Price Bid of the Tenderer.

(i) The Tenderer shall fill in the rate per unit size inclusive of GST in respective column of BOQ 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) Incase 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 rate are inclusive of GST and no GST shall be charged by them under any circumstances.

6. OPENING OF COVER "A" AND COVER "B" OF TENDER

6.1 Technical bid (cover A) evaluation will be done in the presence of Drugs Inspectors.

6.2 After the completion of Technical evaluation preliminary objections will be published on APMSIDC portal www.**msidc.ap.nic.in** for replies from firms. After scrutiny of these remarks by the technical committee final evaluation will be done.

6.3 Only the technically qualified firms in the bid will be eligible for opening of price bid (Cover-B).

7. EARNEST MONEY DEPOSIT

7.1. The Earnest Money Deposit referred to under Clause 3(ii) & 4.1(a), shall be **Rs. 3 lakhs. The Earnest Money Deposit shall be paid in the form Demand Draft in favour of APMSIDC, payable at Mangalagiri. In case EMD in form of Bank Guarantee** in favour of APMSIDC from any Nationalised/scheduled Bank. APMSIDC will not pay interest on any deposit held in the form of **Demand Draft.**

7.2. (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 it is 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 drugs 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.

8.2 Tender has been called for in the **Generic name of drugs.** The Tenderers should quote the rates for the generic products only. The composition, strength and packing of each product should be as per specifications given in **ANNEXURE-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.

8.3 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 head quarters 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.

8.4. 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.

8.5. (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:**
If at any time during the execution of the contract, the controlled price becomes lower or the supplier reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person / organization including the purchaser or any department of Central government/state Govt. or its procurement agencies at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

8.6. The rates quoted and accepted will be binding on the Tenderer for the full contract period of two years and any increase in the price will not be entertained till the completion of this contract period. Accordingly, this clause will be applicable for all orders placed during the contract period. **However, Price agreement validity period may be extended for period up to further one year at same rate, terms & conditions with the consent of the supplier.**

8.7. 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.

8.8. Supplies should be made directly by the tenderer and not through any other Agency / Dealer / Distributors.

8.9. 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.

8.10 "AP Govt Supply – Not for Sale" is to be printed on each unit/label and will be intimated to successful bidders at the time of placing purchase orders.

9. ACCEPTANCE OF TENDER

9.1. (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 as mentioned in column 8 of **BOQ.** 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.

9.2. 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.

9.3 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.

9.4 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 % of value of order of such drug in the form 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.

10.2. 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 what so ever.

10.3. 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.

10.4. 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.

10.5. The performance security deposit of supplier will be returned by APMSIDC only after the supplier has given undertaking to replace such medicines and indemnify APMSIDC against any loses on account of quality parameters.

10.6. SSI units situated in A.P are exempted from payment of Performance Security Deposit.

11. METHODOLOGY FOR PLACING ORDERS

For the above purpose the following procedures will be adopted

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

(b) 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.

(d) 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.

(e) If a supplier fails to execute supply order (0% execution) Performance Security Deposit of the product mentioned in purchase order shall be forfeited.

(f) Not withstanding 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 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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., logo, nomenclature, specification etc. having a minimum of 20 months expiry period.

(k) APMSIDC reserves the right to place upto 50% additional purchase order of the quantities as contracted within validity of contract.

12. SUPPLY CONDITIONS

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

12.2. Within 4 days from the receipt of purchase orders, the Tenderer should inform APMSIDC through eAushadhi for the receipt of the purchase order.

12.3. The Tenderer should also Communicate and mail the details of supply dates as specified in Annexure, to APMSIDC within 7 days from the receipt of the purchase order. In case, the supply shall not be made by the date as conveyed by the supplier, supply order shall be cancelled at their risk and cost. If no response is received within 7 days from the supplier / tenderer about supply of drugs as per purchase order, it shall be presumed that the supplier/tenderer is not interested to supply the drugs ordered as per purchase order and APMSIDC shall purchase the drugs from alternative sources.

12.4. Supplies against a purchase order shall be completed within 75 days 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.

12.5. 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 in Purchase order.**

12.6. The Tenderer must submit an Analysis report for every batch of drug along with invoice. In case of failure on part of the supplier to furnish such report, the batch of drugs will be returned to the suppliers and he is bound to replenish the same with Govt. approved lab test report. The Drugs supplied by the successful Tenderer shall be of the best quality and shall comply with IP/BP/USP and the specifications, stipulations and conditions specified in the tender.

12.7. Tenderer should supply the product (a) within 2 months excluding month of manufacture of products having shelf life up to 2 years, (b) within 3 months excluding month of manufacture of products having shelf life more than 2 years & up to 3 years and (c) within 4 months excluding month of manufacture of products having shelf life more than 3 years (d) Within 3.5 months excluding month of manufacture of products for Rabies Vaccine Inj. 2.5 IU. Products beyond the above-mentioned period from the date of manufacture shall not be accepted. For example, product having manufacturing of November 2019 must be supplied by 31stJanuary 2020 in case shelf life less than 2 Years. For imported products, 20 months of shelf life should be available at the time of supply.

12.8. If at any time the Tenderer has, in the opinion of the APMSIDC delayed the supply of drugs due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest, floods or other exceptional events at the manufacturing premises, the time for supplying the drugs may be extended by the APMSIDC at discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Tenderer within 20 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events do not include the Increase in the cost of raw material, Electricity failure, Labour disputes/Strikes, Insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc.

12.9. The supplier shall not be liable to pay LD and forfeiture of performance security deposit for the delay in executing the contract on account of the extension of supply period on the ground of force majeure events.

12.10. Suppliers are required to supply the drugs within the delivery period mentioned in the purchase order. In this regard it is informed to the bidders that their performance shall be considered unsatisfactory in case of delayed supply (beyond delivery period) or non-supply of products. APMSIDC may reject their bid in future tenders considering their unsatisfactory performance of supplies.

12.11. 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 discretion of APMSIDC depending upon requirement to accept the goods with or without penalty.

12.12. If the drug is not consumed prior to its expiry date i.e., six months before expiry, the supplier will notify about the short expiry drugs, upon receipt of such information the supplier should replace (at own cost of supplier to and fro) the short expiry/expired quantity with fresh stock of longer shelf life, otherwise the value equal to the cost of expired quantity will be deducted from the bills or any other amount payable to the firm.

13. LOGOGRAMS

Logogram means, wherever the context occurs, the design as specified in **ANNEXURE-I. The name of the drug shall be mentioned in English /Telugu** as per pharmacopoeia and its strength.

13.1. Tenders for the supply for Drugs etc., shall be considered only if the Tenderer gives an undertaking that the product(s) will be prepared as per the specifications such as name, strength, minimum size and packed with appropriate size of the strips/blisters/bottles/tubes etc as per the design enclosed as per **ANNEXURE -I.**

13.2. All dosage form has to be supplied in packing as specified in product list**(ANNEXURE VIII)** and shall also conform to Schedule P1 of the Drugs & Cosmetics Act &Rules 1940, wherever it applies. Affixing of stickers and rubber stamps shall not be accepted and supplies will be returned at supplier's cost.

13.3. Vials, Ampoules (more or equal than 5 ml) and Bottles containing the items tendered for should also carry the printed AP logogram of proportionate size.

13.4. Failure to supply Drugs etc., with the printed logogram of proportionate size will be treated as breach of the terms of price agreement / violation of tender conditions. The purchase order shall be cancelled at the risk and cost of the supplier. However, if such failure continuous despite notice, will be viewed as a serious lapse and APMSIDC will initiate suitable action.

13.5. For imported Drugs, the supplies will be accepted as per packing and label by foreign manufacturer in their brand subject to affixing sticker for Logo as approved by APMSIDC.

Tenderers who are not willing to agree to conditions above will be summarily rejected.

14. PACKING

14.1. The drugs shall be supplied in the package specified in ANNEXUREVII and ANNEXURE -XII and the package shall carry the logograms of proportionate size specified in ANNEXURE -XI, XI -A. Non affixing of logograms will be treated as violation of tender conditions and fine of 0.5% of the value of Purchase Order will be deducted from the amount payable as per conditions. In case of emergency to meet the short fall of drugs exemption can be given on penality of 0.5% with the prior approval of MD, APMSIDC.

14.2. The minimum size of each tablet should be 6.4 mm in diameter and the minimum size of the blister packing/strip packing/Alu-alu packing should be 80mm x 35mm/50mm x 130mm/45mm x 110mm respectively. The drugs in any dosage form to be supplied by the supplier should not be embossed indicating any code no./logo or name of the company. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.

14.3. The packing in each carton shall be strictly as per the specification mentioned in Annexure-XII. The outer carton/secondary packaging should be of pearl white duplex board (off white/grey is not acceptable) with a minimum of 350 GSM with Gloss laminated packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with pearl white board of 350 GSM (off white/grey is not acceptable). The material to be used for carton should be from virgin chemical pulp. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties. Storage conditions must be indicated on outer label.

14.4. The cap of bottle preparations should not carry the name of the supplier.

14.5. The labels in the case of Injectable preparations should clearly indicate whether the preparations are meant for Intravenous (IV), Intra Muscular (IM), Intra Dermal (ID), Subcutaneous (SC) administration etc.

14.6. It should be ensured that only first-hand virgin packaging material of uniform size, including bottle and vial, is used for packing.

14.7. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.

14.8. Packing should be able to prevent damage or deterioration during transit.

14.9. In the event of items of drug supplied found to be not as per specifications in respect of their packing and logogram, 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. In such cases the APMSIDC has every right to recover the cost and impose penalty as mentioned in Clause 18 & 19.

14.10. Designs of packaging with the logograms shall be subject to approval by APMSIDC within 3 days of receipt of purchase order. Text matter of all type of label must be checked and responsibility shall be of manufacturer. In case of failure of APMSIDC to do so, the supplier may go ahead with the design as per the specification in ANNEXURE XI and XIA.

14.11. The colour of the strength must be different from the colour of the generic name of the drug on primary and secondary packaging and the approval for the same should be taken from the quality/regulatory department while taking artwork approval. The printing ink used should be of good quality (clarity, brightness, contrast) which is easily readable.

15. QUALITY TESTING

15.1. Samples of supplies from each batch will be chosen at the point of dispatch at supplier's site or receipt of supply or distribution/storage points for testing at discretion of APMSIDC. The samples will be sent to different laboratories including Government Drugs Testing Laboratory/NIPER/PSU labs for testing as decided by the APMSIDC. Handling and testing charges will be borne by APMSIDC for the above purpose.

15.1.1 Supplier should send the soft copy of the specifications for all approved drugs and STP (Standard Testing Procedure) for Non- Pharmacopoeia approved drugs by mail to Quality and Regulatory officer of APMSIDC with art work approval for design of packaging with the logogram as per Clause 14.10; if they failed to upload/submit the same with technical bid.

15.2. The Drugs shall have the active ingredients at the prescribed level as indicated in official compendiums throughout the shelf life period of the drug. The samples will be drawn periodically throughout the shelf life period and if found "Not of Standard Quality", the cost of entire batch paid will be recovered whether consumed fully/partially. Also action will be initiated for blacklisting as per clause No.19 irrespective of the period of supply. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirement shall render the relevant batches liable to be rejected. If the sample is declared to be "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.

15.3. 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.

15.4. 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.

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

15.6. 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

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

16.2. Payments towards the supply of drugs will be made within 60 days from the date of receipt of goods, strictly as per the tender terms and condition. The payment will be made either by means of a/c payee Cheque or through 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.

16.3. 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.

16.4. (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% upto 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.

16.5. 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.

16.6. In case of any increase of 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.

17. TESTING CHARGES:

In all supplies, testing charges will be borne by APMSIDC.

18. LIQUIDATED DAMAGES AND OTHER PENALTIES:

18.1.

Category of Products	Stipulated supply period as per Tender clause	% of Penalties
Medicines	75 days	Nil
	76 to 90 Days	0.3% per day.
	91 to 120 Days	The supply period can be extendable for another 30 days beyond 90 days upon request @ 0.5% per day.
Products that require quality clearance from CDL, Kasauli the supply period is 105 days	105 days	Nil
	106 to 120 Days	0.3% per day
	120 to 150 days	0.5% per day

Beyond 120 days if the PO is not executed, the PO will be deemed to be cancelled and the firm will be declared as undependable. For SSI and MSME units, the above % is limited to a maximum of 10%.

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.

18.3 All the Tenderers are required to supply the product(s) with printed “Andhra Pradesh Govt. Supply – Not for Sale” and logogram of appropriate size on the strips, blisters, vials, ampoules& bottles and with prescribed packing specification. If there are any deviations in these Tender conditions, action will be taken to blacklist the product and/or a separate damage will be levied @ 0.5% of value of the defaulted quantity irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.14.11 and 13.4.

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

19.1. If the samples do not conform to statutory standards, the Tenderer will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Tenderer within a period of 30 days of the issue of the letter from the APMSIDC Such stock shall be taken back at the expense of the Tenderer. Further, actual testing charges (including handling charges for conducting those tests) shall be paid to APMSIDC by the supplier otherwise these charges shall be recovered from their pending bill/EMD/performance security deposit. The APMSIDC has the right to destroy such "NOT OF STANDARD QUALITY DRUGS" if the Tenderer does not take back the goods within the stipulated time. The APMSIDC will arrange to destroy the "NOT OF STANDARD QUALITY DRUGS" after the expiry of 30 days mentioned above without further notice and shall also collect demurrage charges calculated at the rate of 2% per week on the value of those drugs which are of “NOT OF STANDARD QUALITY” rejected till such time stipulated. Further, the cost of disposal shall be recovered from the supplier.

19.2. If any items of Drugs/Medicines supplied by the Tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description(Adulterated/Spurious/Misbranded) or otherwise faulty or unfit for consumption, then the contract price or prices of total such batches supplied will be recovered from the Tenderer, if payment had already been made to him. In other words, the Tenderer will not be entitled to any payment whatsoever for Items of drugs found to be of "NOT OF STANDARD QUALITY" whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of drugs from any amount payable to the Tenderer. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.

19.3. The Tenderer shall furnish the source of procurement of raw material utilized in the formulations, if required by the APMSIDC. The APMSIDC reserves the right to cancel the purchase orders, if the source of supply is not furnished.

19.4. The decision of the APMSIDC or any officer authorized by him, as to the quality of the supplied drugs, medicines etc., shall be final and binding. In such cases, the APMSIDC will be at liberty to terminate, the contract either wholly or in part on 30 days' notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Performance Security Deposit.

19.5. For contravention of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the APMSIDC, and the Tenderer shall be liable to pay for all losses sustained by the APMSIDC in consequence of the termination which may be recovered from the Tenderer, as per rules besides forfeiture of Performance Security Deposit.

19.6. Non-performance of any of the contract conditions and provisions will disqualify a firm from participating in the tender for the next 2 years besides forfeiture of Performance Security Deposit.

19.7. In the event of making Alternative Purchase, as specified in Clause 12.4 (a), Clause 14.11 and in Clause 15.3 penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the APMSIDC in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Performance Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.

19.8. In all the above conditions, the decision of the MD, APMSIDC shall be final and binding.

20. BLACK LISTING IN THE EVENT OF WITHDRAWL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE

20.1. 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.

BLACKLISTING FOR QUALITY FAILURE

20.2.1. Quality Test by the Empanelled Laboratories of APMSIDC

a. Each batch of drugs/medicines shall be subjected to quality test by the empanelled laboratories.

b. The samples collected from each batch of supply of each drug will be sent to the empanelled testing laboratories for testing the quality of drugs. In addition to the above APMSIDC shall also draw the samples of products supplied to the health facilities and get the same tested, to make sure the products are conforming to quality requirements.

c. If sample passes quality tests in all respects, APMSIDC will instruct its CDS to release such items of drugs.

d. If the sample of any batch fails in quality test and report is received stating Not of Standard Quality such batch of drugs shall be rejected.

e. If the supplier challenges and requests for retesting after a NSQ is received from empanelled laboratory (other than Government Laboratory), the other portion of the same batch shall be sent to State Drugs Control Laboratory, AP or any other Government testing laboratory or NABL accredited laboratory as decided by APMSIDC. The test report received from any of these laboratories (second opinion) will be final for any decision and will be binding to the supplier. The cost of such retesting shall be recovered from the supplier.

If one/ two batches of item/drug supplied by the same supplier is reported to be NOT OF STANDARD QUALITY (NSQ) in specifications as given in table under clause 20.2.2(b), then the product of the firm shall be blacklisted for 2 years after observing procedure laid down in Para 20.2.3.

20.2.2 Quality Test by Statutory Authorities:

a. If any drug is declared "NOT OF STANDARD QUALITY", by any of the Government testing laboratory (DCL, AP or CDTLs or NIB, Noida or any other Government labs), the issue of available stock of the particular item will be stopped. Further, the available stock of the product in hospitals/CDS will be retrieved.

b.

S.No (A)	Formulation (B)	Test Parameters in which sample fails (C)	No. of Batches that fail the test (D)
1	Tablets/Capsules or Other formulations	Assay for Active Pharmaceutical ingredients or Dissolution test	02
2	Liquid preparations	Showing Presence of Fungus, Foreign matter, Non Dispersible Lump or Cake formation	01
3	Parenteral preparations	Failing in Test for Sterility, Test for Pyrogen / Endotoxin or undue Toxicity	01
4	Sera / Vaccines	Failing in Test for Sterility, Toxicity , Moisture Content	01
5	Ophthalmic preparation	Failing in test for Sterility, Fungal Growth, Foreign Matter	01
6	Powders	Fungal Growth	01

As per the above table if number of batches of same drug (shown in column D) of a particular firm are declared as NSQ in tests shown in above table then that particular drug of the firm will be blacklisted against the firm for a period of 2 years. In case the supplier challenges the statutory test report as defined in the Drugs and Cosmetics Act, 1940 and Rules made there under 1945, issued by any Government Analyst then the test report issued by Central Drugs Laboratory, Kolkata shall be treated as final.

c. In case of other parameters (excluding those given in above table), if 3 batches are declared as NSQ then the item of the firm will be black listed against the firm for 2 years.

d. The amount of the NSQ batch shall be deducted/ withheld from the amount payable to the firm or from the performance security deposit of the firm. No purchase orders will be placed for the black listed item of the firm.

e. In case a firm is supplying more than one product and one of the products is declared as NSQ, in such case, in addition to the measure suggested above, 10% of total bill amount submitted by the firm will be withheld for a period of four months and will be paid after monitoring satisfactory supply of all other products.

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

g. If any batch of any product(s) supplied by the company/firm declared, NOT OF STANDARD QUALITY in specification by the Government Authorities during the relevant tender period or during quality check within shelf life period, suitable action will be taken for blacklisting of the product/ firm.

20.2.3 Procedure for Blacklisting:

(i) On receipt of complaint from CDS or report from Govt. Analyst/Drug Testing Laboratory indicating that a particular Item/Drug is **"NOT OF STANDARD QUALITY/ ADULTERATED/ SPURIOUS/ MISBRANDED"** (As the case may be), a show cause notice shall be issued to the supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, the MD, APMSIDC may take appropriate action on merits of the case and impose penalty including the blacklisting of the item of the product/company or firm as deemed fit besides forfeiture of Performance Security Deposit.

(ii)If a particular drug has been blacklisted according to the procedure stated above, the supplier is not eligible to participate in any of the tenders for that particular item floated by the APMSIDC until the period of blacklisting is over.

(iii)If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the APMSIDC until the period of blacklisting is over.

20.3 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. 3 times, the supplier may be blacklisted for 2 years in addition of forfeiture of Performance Security Deposit/ EMD and other penal action.

20.4. For the supply of Adulterated/Spurious/Misbranded, as defined in the Drugs and Cosmetics Act, 1940, to APMSIDC, APMSIDC reserves the right to blacklist the supplier. No further supplies shall be accepted from the firm/company. If the tenderer is blacklisted, the tenderer shall also not be eligible to participate in tenders of Tender Inviting Authority of APMSIDC for supply of Drugs for a period of 2 years from the date of blacklisting. In case of supply of NOTOF STANDARD QUALITY drug(s) to APMSIDC, the product shall be blacklisted by APMSIDC and nofurther supplies shall be accepted for the particular drug(s). The Tenderer shall also not be eligible to participate in tenders of APMSIDC for supply of such Drugs for a period of 2 years from the date of blacklisting. In addition, the Director of Drugs Control of concerned State will be informed for initiating necessary action on the Tenderer in their state. Performance security deposit will also be forfeited without any intimation.

20.5 APPEAL (s) IN CASE OF BLACK LISTING:

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

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

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

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, non competitive level].*

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (a *"party" refers to a participant in the procurement process or contract execution).*

v. "obstructive practice" is

(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause (e) below.

(b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub-contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(d) will sanction a firm or individual, including declaring in eligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent,

engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

24. JURISDICTION

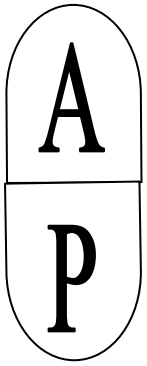
In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Honorable Civil Courts within the city of Vijayawada only.

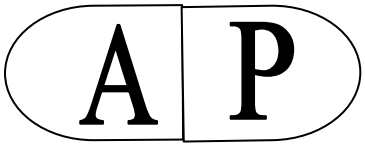
ANNEXURE -I

DESIGN FOR LOGOGRAMS

TABLET

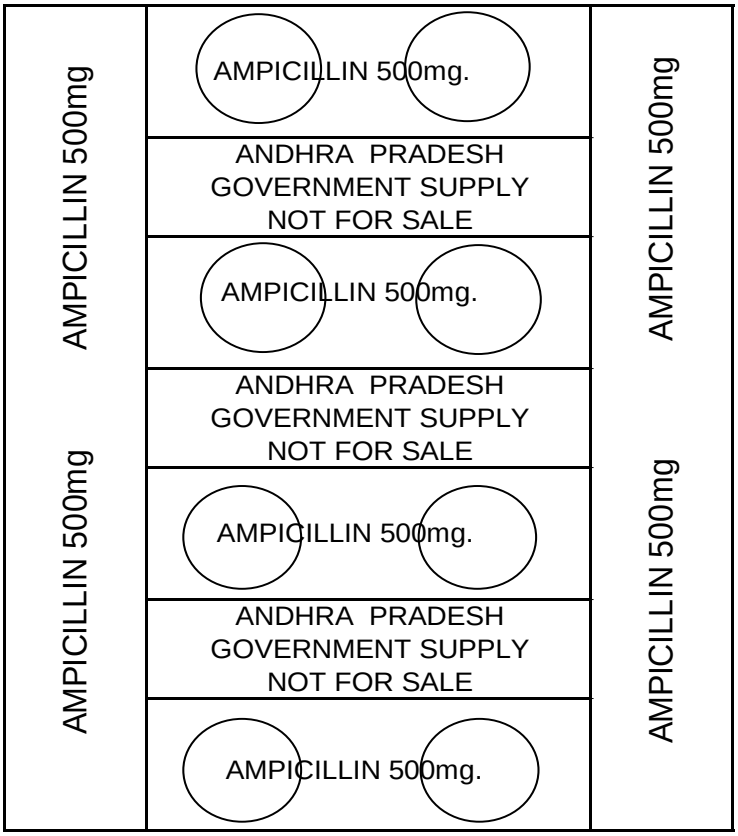
CAPSULE





DESIGN FOR STRIP

REAR SIDE



MANUFACTURED BY

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

SCHEDULE

NOTE:

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

Imported medicines accepted in brand name

INJECTIONS

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

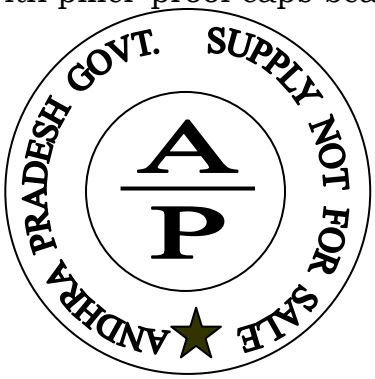
Logogram No.1

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

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

LIQUIDS

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



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

Top of the cap

SPECIMEN LABEL FOR OUTER CARTON

A.P. GOVT.
SUPPLY
NOT FOR SALE

(or)

DECLARATION

ఆంధ్రప్రదేశ్ ప్రభుత్వ
సరఫరా
అమ్మడానికి కాదు.

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

Signature

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. **19-3.1(Drugs)/APMSIDC/ 2019-20 Dated : 03-03-2020** 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) I am / We are aware of the Tender inviting Authority's right to forfeit the Earnest Money Deposit and /or Performance security deposit and blacklist me/us for a period of 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-III

Ref. Clause No. 3(ii , 4.1(b) & 7.1

DETAILS OF E.M.D SUBMITTED

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

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 PrivateLtd./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	2016-17	
2.	2017-18	
3.	2018-19	
TOTAL		Rs ...Lakh
Average Turnover per annual		Rs ....La

(III).....It is certified that M/S (Name of company and address) having factory at .....(address of factory)have invested Rs 10 crores or above for installation of plant and machinery excluding cost towards land, building & other infrastructure to manufacture the drugs. It is also certified that the statement is true and correct.

(IV) ..... It is certified that M/s has Production &financial capacity to manufacture and deliver the drugs quoted by them in the tender as per quantity & delivery schedule mentioned in tender. This certificate is based on their Manufacturing capacity, inventory of raw Material and financial statement.

Or **(ONLY** i**n case of IMPORTER)**It is certified that M/s……. has Financial capacity to manufacture and deliver the drugs quoted by them in the tender as per quantity &delivery

schedule mentioned in tender. This certificate is based on their Manufacturing capacity, inventory of raw Material and financial statement.

(V) Further, It is certified that M/S _____is Micro and Small Enterprises (MSE)/SSI and registered with Director of Industries of concerned State/UT or appropriate authorities for quoted drugs against APMSIDC tender No. 19-3.1(Drugs)/APMSIDC/ 2019-20 Dated : 03-03-2020 and eligible for exemption of paying EMD

Date_____

(Name, Signature & Stamp)

Registration no.

ANNEXURE- V

Ref. Clause 4.1 (p)

CHECK-LIST (Whether Uploaded the documents)

COVER- A

S.N	Check List	YES	NO	PAGE
1	Processing Fee: The bidder shall remit processing fee Rs. 5625/- in the form of DD in the name of The Managing Director, APMSIDC, Managalagiri.			
2	EMD Rs. 300,000/- in the form of Demand Draft uploaded as per ANNEXURE-III DD No Dated issued by ..... (name of bank) and delivered to APMSIDC. Uploaded NSIC or MSME certificate for exemption if any State of Andhra Pradesh.			
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 and whole sale Drug license			
6	Scanned copy of Non Conviction Certificate issued by the licensing authority not older than 6 months.			
7	Valid COPP certificate as per WHO format of their Principal Manufacturing company including Imported drugs, if any.			
8	Copies of approval of Manufacturing Unit of the any agency like US FDA, TG Australia, Health Canada, EU, MCC South Africa approval, Brazil Anvisa , if any.			
10	Scanned copies of the specifications for all quoted drugs and STP (standard testing procedure) for Non- Pharmacopoeia quoted drugs.			
11	Scanned copy of long term stability data for all quoted drugs. If manufacturer has licensed a formula from another company and such licensed formula is used for the product, then the stability data of the licensor should be uploaded along with licensing agreement.			
12	Authorization letter nominating a responsible Person of the tenderer to transact the business with the Tender inviting Authority.			
14	Scanned copy of ANNEXURE -II (Declaration for eligibility in participating the tender**)** original Annexure II delivered to APMSIDC**.**			
15	Scanned copy of ANNEXURE IV{certificate from the C.A.(Chartered Accountant) or Company Secretary .			
16	Scanned copy of ANNEXURE-VIII (Details for Shelf life, Manufacturing Capacity & Batch Size)			
17	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).

Seal, name & address of the Bank

ANNEXURE -VII

Ref. Clause no 13

DECLARATION

I/We do hereby declare that I/we will supply the drug as per the design in enclosures to this Annexure as well as other instruction given in this regard.

Signature of the Tenderer Name

Designation (Company Seal)

ANNEXURE VIII provided at end of Tender document

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 for a period of two years from the date of acceptance and a Tender by all conditions set forth therein.

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

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

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

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

valid upto

Signature :

Date :

Name of the
Firm and address :

Annexure-X

STATEMENT OF CAPACITY OF PRODUCTION

01. Name of the firm :

Address
Telephone
Telex

The installed capacity of this firm is as follows per shift

Tablets	Vials
Capsules	Dry syrups

Internal

(Liquids And colloids)

Syrups	Ampoules

External

Liquids

S.No	Drug Code	Name of the drug	Maximum Shelf life in months
1			
2			

Signature of the tenderer: _____ Date _____

Full Name (IN BLOCK LETTERS) _____

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

Signature and seal of the Tenderer_____

ANNEXURE - X1 (A)

Ref. Clause No. 13

UNDERTAKING

I / we do hereby declare that I/we will supply the drugs by affixing logo on Primary/Secondary/ Tertiary packing for the imported items along with the generic name as per the designs given in enclosures to this annexure as well as other instructions given in this regard.

Signature of the Tenderer

(Name in capital letter with designation)

Enclosure-1 to ANNEXURE - X1 AND X1 (A)

Ref. Clause No. 13

DESIGN FOR: Foil / blister of tablet and capsule

1.Text Matter Printing on **Foil /Blister should be in minimum two colour i.e. Black & red.** However, colour and design of APMSIDC logogram in standard colour format & APMSIDC Drug code-XXXX as given in PO as per approval at the time of ART WORK approval before supply should be as given below.

2. AP Logogram should be placed along with “AP GOVT NOT FOR SALE”.

3. Font type should in CALIBIRI format for any type of title name of generic medicines.

4. Title name of generic medicine should be bold in minimum 12 font size & the strength corresponding to it must be bold in minimum 14 font size and it may increase respectively according to size of label & the rest text matter should be in minimum 8 font size.

5. The stereo printing of batch no./manufacturing /expiry date & other details shouldn't overlap the text matter.

ANNEXURE-XII

Ref. Clause No.14.1 SCHEDULE FOR PACKAGING OF DRUGS

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

GENERAL SPECIFICATION :

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

a) Glutaraldehyde Solution
b) Conc. Haemodialysis Fluid

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

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

FLUTE :

4) The corrugated boxes should be of narrow flute.

JOINT :

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

STITCHING :

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

FLAP :

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

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

TAPE :

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

CARRY STRAP:

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

LABEL:

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

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

OTHERS:

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

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

a) AIDS Free

b) Hepatitis B Free

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

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

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

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

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

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

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

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

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

All tablets should have score line.

All liquid orals should be provided with a measuring device

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

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

II SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS/CAPSULES/PESSARIES

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

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

III SPECIFICATION FOR IV FLUIDS

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

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

3) Ply : 5 or 7 ply.

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

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

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

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

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

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

others may be 120 gsm)

4) Ply : 7 Ply

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

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

V. SPECIFICATION FOR INJECTABLES(IN VIALS)

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

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

3) Bursting strength for CB boxes for

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

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

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

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

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

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

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

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

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

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

4) Ply : 5

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

VII. SPECIFICATIONS FOR ORS

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

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

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

4) Ply : 5

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

ANNEXURE –XIII
MANDATE FORM

Ref. clause 16.2

Sl.No.	**Details Required**		
1.	**Company Name**		
	PAN Number		
	TIN Number		
	GST NO.		
	Date of Inception		
	Licence No. & Date		
	Issued By		
	Valid Upto		
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.	**Bank Details**		
	a) Name of the Bank		
	b) Branch Name & address		
	c) Branch Code No.		
	d) Branch Manager Mobile No.		
	e) Branch Telephone no		
	f) Branch E-mail ID		
	g) 9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank Branch		
	h)Type of Account(Current / Savings)		
	i)Account Number (as appear in cheque book)		

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

I / We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all the reasons of incomplete or incorrect information, I would not hold APMSIDC responsible. I have read the conditions of the tender / Price agreement and agree to discharge the responsibility expected of me / from the company as a tenderer / successful tenderer.

Date: Company Seal Signature

Place: (Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Signature of the authorized official of the bank

Bank Seal with address:

ANNEXURE-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

Sl.No	Item Code	Name of the Item	Strength	Description	Unit	Probable required Tender Qty per Annum
1	2467	Adrenallne Hydrochloride inj 0.001% (Intracameral) 1ml ampules	Adrenallne Hydrochloride inj 0.001% (Intracameral) 1ml ampules	1 X 10 or 1 X 25	1	1000
2	2468	Brimonidine 0.2% Eye Drops	Brimonidine 0.2% Eye Drops	1 X 10 or 1 X 25	1	6000
3	2488	Calcium Acetate Tab 667mg	667mg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	436000
4	2469	Carbachol 0.01% Inj	Carbachol 0.01% Inj	1 X 10 or 1 X 25	1	1200
5	2494	Chlorthalidone Tab 6.25mg	6.25mg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	45000
6	2495	Cholecalciferol Tab 60000 IU	60000 IU	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	168000
7	2483	CilnidipineTab 20mg	20mg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	168000

Sl.No	Item Code	Name of the Item	Strength	Description	Unit	Probable required Tender Qty per Annum
8	2485	Clonidine Tab 100mcg	100mcg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	300000
9	2470	Cyclopentolate Eye Drops 1%	Cyclopentolate Eye Drops 1%	1 X 10 or 1 X 25	1	16500
10	2486	Gliclazide Tab 60mg	60mg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	180000
11	2487	Gliclazide Tab 80mg	80mg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	180000
12	2471	Hyalorunidase.Inj (Vial)	Hyalorunidase.Inj (Vial)	1 X 10 or 1 X 25	1	8000
13	2472	Hydroxypropyl methyl cellulose inj (2%) with cannula 5ml (Vials intra Ocullar Visco)	Hydroxypropyl methyl cellulose inj (2%) with cannula 5ml (Vials intra Ocullar Visco)	1 X 10 or 1 X 25	1	15000
14	2473	Ketorolac 0.5% Eye Drops	Ketorolac 0.5% Eye Drops	1 X 10 or 1 X 25	1	16500
15	2474	Lidocaine Inj 4% (30.vial)	Lidocaine Inj 4% (30.vial)	1 X 10 or 1 X 25	1	2000

Sl.No	Item Code	Name of the Item	Strength	Description	Unit	Probable required Tender Qty per Annum
16	2475	Moxifloxacin + Prednisolone acetate Eye Drops	Moxifloxacin + Prednisolone acetate Eye Drops	1 X 10 or 1 X 25	1	100000
17	2476	Pilocarpine 2% Eye Drops	Pilocarpine 2% Eye Drops	1 X 10 or 1 X 25	1	5500
18	2484	Prazocin Tab 1mg	1mg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	300000
19	2477	Proparacaine hydrochloride 0.5 % Eye Drops	Proparacaine hydrochloride 0.5 % Eye Drops	1 X 10 or 1 X 25	1	10000
20	2489	Sevelamer Carbonate Tab 400mg	400mg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	266000
21	2490	Sevelamer Carbonate Tab 800mg	800mg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	300000
22	2493	Sodium bicarbonate Tab 1000mg	1000mg	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	240000
23	2492	Sodium bicarbonateTab 500mg	500mg	10 X 10 (or) 50 X 10 Blister With Aluminum	100	705000

Sl.No	Item Code	Name of the Item	Strength	Description	Unit	Probable required Tender Qty per Annum
				Foil Pack		
24	2478	Sodium Cromoglycate 2% Eye Drops	Sodium Cromoglycate 2% Eye Drops	1 X 10 or 1 X 25	1	5500
25	2491	Taurine + Acetylcysteine Tab	Taurine + Acetylcysteine Tab	10 X 10 (or) 50 X 10 Blister With Aluminum Foil Pack	100	645000
26	2479	Travoprost 0.004% Eye Drops	Travoprost 0.004% Eye Drops	1 X 10 or 1 X 25	1	4800
27	2480	Triamcinolone acetonide.Inj (Intravitreal Inj of 4mg in 0.1ml of Triamcinolone acetonide)	Triamcinolone acetonide.Inj (Intravitreal Inj of 4mg in 0.1ml of Triamcinolone acetonide)	1 X 10 or 1 X 25	1	550
28	2481	Trypan Blue Inj (0.8mg/ml) (Vials)	Trypan Blue Inj (0.8mg/ml) (Vials)	1 X 10 or 1 X 25	1	4000
29	2482	Voriconazole Eye Drops 30mg with 3ml Distled Water	Voriconazole Eye Drops 30mg with 3ml Distled Water	1 X 10 or 1 X 25	1	2400

MANAGING DIRECTOR