



**TENDER NO: -110/APMSIDC/MEDICINE WING/2021-22**

GLOBAL TENDER FOR SUPPLY OF COVID VACCINE  
To  
**GOVT. of ANDHRA PRADESH**

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**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 COVID VACCINE TO APMSIDC

S. No	Information	Details
1	Bid Reference	110/APMSIDC/MEDICINE WING/2021-22, (COVID VACCINE)
2	Date and time for downloading bid document	From 05-06-2021, 03:30PM
3	Last date and time for uploading Documents	21-06-2021 at 5.00 pm
4	Date and time of opening of Online technical bids	21-06-2021 at 5.01 pm
5	Pre-Bid Meeting Date	10-06-2021 at 11.00 pm
6	Tender Processing Fee	The bidder shall remit processing fee(Non Refundable <b>Rs. 11,800/- (\$169.39). (Rs.10,000 (\$135.92)+ 18%GST)</b> in the form of Demand Draft in the name of The Managing Director, APMSIDC, Mangalagiri
7	Earnest Money Deposit (EMD)	The Earnest Money Deposit (EMD) in the form of <b>Demand Draft for Rs.3,00,000/-</b> in favor of Managing Director, APMSIDC, Mangalagiri, Guntur district
8	E-mail	<a href="mailto:tenders.apmsidc@gmail.com">tenders.apmsidc@gmail.com</a> , <a href="mailto:apmsidc.gm@gmail.com">apmsidc.gm@gmail.com</a>
9	Contact number	General Manager- Drugs: +91 8978680705
10	APMSIDC Bank Details	The Managing Director, APMSIDC, Account No:142410011000314, IFSC Code: UBIN0803669, Bank Name: Union Bank (Formerly Andhra Bank), Branch Name: Mangalagiri, Guntur District, Andhra Pradesh.

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

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**Section- I**  
**INVITATION FOR E-BIDS**

**Country:** India

**State:** Andhra Pradesh

**Name of the Goods:** Covid Vaccine

**TenderEnquiryNo.:**110/APMSIDC/Medicine WING/2021-22

**The details of the goods to be procured are as follows:**

S. No.	Description of goods	Unit	Quantity
1.	Covid Vaccine (Storage condition is as per vaccine specifications in line with Clause 6 of conditions of contract, preferably 2-8 oC)	Per Person	20 Million population to be vaccinated

- Andhra Pradesh Medical Services & Infrastructure Development Corporation (APMSIDC) invites e-bids for the procurement of Covid vaccine in the quantity as per the schedule of requirement to the Consignee located at various Division levels in the State of Andhra Pradesh, India.
- Interested eligible Bidders may obtain further information from APMSIDC and download the bidding documents from the official website [www.msidc.ap.nic.in](http://www.msidc.ap.nic.in) on all working days.
- Detailed Bid documents may be downloaded free of cost from AP state Public Procurement portal (<https://apeprocurement.gov.in>) prior to the deadline for submission of bids. The bids shall be submitted online following the instructions appearing on the screen. To participate in the E-Bid Submission for APMSIDC it is mandatory for the bidders to get their firms registered with E-Procurement Portal <https://etenders.gov.in/eprocure/app.>, using a valid Class III Digital Signature Certificate (DSC) and valid email address. The bidders will be required to submit their bids online on the e-Procurement Module. After downloading / getting the tender document / schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected. The bidders would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated. It is construed that the bidder has read all the terms and conditions before submitting their offer.

- Deadline for submission of bids is as per document. All bids must be accompanied with a scanned copy of bid security (Either in PDF or zip format) against each schedule in fixed amount as specified in Schedule of Requirements. The bidder must submit the bid security in ORIGINAL in a sealed envelope on or before bid submission date and time to the address below.

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

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

APMSIDC is responsible for procurement and supply of all essential Medicines & Surgical Consumables to the Government Health facilities of A.P., to ensure availability of medicines on free of cost. The main functions of the Corporation are Construction & Maintenance of Hospital Buildings. Further, the Procurement and distribution of Drugs, Surgicals & Consumable and Equipment is also entrusted to this Corporation by the Government (Medical and Health Department).

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

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

## IMPORTANT INFORMATION FORBIDDERS

### General

1. **Scope of Bid:** In connection with the Invitation for Bids, **specified in the Bid Data Sheet (BDS)**, the Purchaser, **as specified in the BDS**, issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Schedule of Requirements. The name, identification and number of lots (contracts) of this Global Tender are specified in the BDS.

Throughout these Bidding Documents:

- (a) the term — in writing means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt.
- (b) if the context so requires, —singular means —plural and vice versa; and
- (c) —day means calendar day.

2. **Source of Funds:** The procurement of Covid vaccine under the tender will be sourced from the funds of the Andhra Pradesh State Govt. Budget.

3. **Corrupt and Fraudulent Practices:** The Purchaser requires compliance with its policy in regard to corrupt and fraudulent practices. In further pursuance of this policy, Bidders shall permit and shall cause its agents (where declared or not), sub-contractors, sub-consultants, service providers or suppliers and to permit the Purchaser to inspect all accounts, records and other documents relating to the submission of the application, bid submission (in case prequalified), and contract performance (in the case of award), and to have them audited by auditors appointed by the Purchaser.

4. **Eligible Bidders:** A Bidder may be a private entity, a government-owned entity — or any combination of such entities in the form of a joint venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and, in the event the JV is awarded the contract, during contract execution.

A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts

- it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
- (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
  - (f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods that are the subject of the bid; or
  - (g) any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for the Contract implementation; or
  - (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract

A Bidder may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub- contractors or sub-consultants for any part of the Contract including related Services.

Bidders that are Government-owned enterprises or institutions in the Purchaser's Country may participate only if they can establish that they (i) are legally and financially autonomous (ii) operate under commercial law, and (iii) are not dependent agencies of the Purchaser.

To be eligible, a government-owned enterprise or institution shall establish to the Purchaser's satisfaction, through all relevant documents, including its Charter and other information the Purchaser may request, that it: (i) is a legal entity separate from the government (ii) does not currently receive substantial subsidies or budget support; (iii) operates like any commercial enterprise, and, inter alia, is not obliged to pass on its surplus to the government, can acquire rights and liabilities, borrow funds and be liable for repayment of its debts, and can be declared bankrupt; and (iv) is not bidding for a contract to be awarded by the department or agency of the government which under their applicable laws or regulations is the reporting or supervisory authority of the



enterprise or has the ability to exercise influence or control over the enterprise or institution.

A Bidder shall not be under suspension from bidding by the Purchaser as the result of the operation of a Bid–Securing Declaration.

Firms and individuals may be in-eligible if -

(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country, provided that the Purchaser is satisfied that such exclusion does not preclude effective competition for the supply of goods or the contracting of works or services required; or

A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

**5. Eligible Goods and Related Services:** All the Goods and Related Services to be supplied under the Contract may have their origin in any country. For purposes of this Clause, the term–Goods includes any goods that are the subject of this Invitation for Bids, and –Related Services includes services such as transportation, insurance, commissioning, and training.

The term –origin means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differ substantially in its basic characteristics from its components.

### **Contents of Bidding Document**

**6. Sections of Bidding Documents:** The Bidding Documents consist of Parts 1, 2, and 3, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued.

#### **PART 1 Bidding Procedures**

- Section I. Instructions to Bidders(ITB)
- Section II. Bidding Data Sheet(BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Eligible Countries
- Section VI. Corrupt and Fraudulent Practices

#### **PART 2 Supply Requirements**

- Section VII. Schedule of Requirements

#### **PART 3Contract**

- Section VIII. General Conditions of Contract(GCC)
- Section IX. Contract Forms

The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as is required by the Bidding Documents.

**7. Clarifications of Bidding Documents:** A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address or email **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period **specified in the BDS**. The Purchaser shall publish its response in the official website specified in BDS for information to all Bidders who have acquired the Bidding Documents including a description of the inquiry but without identifying its source. Should the clarification result in changes to the essential elements of the Bidding Documents, the Purchaser shall amend the Bidding Documents.

**8. Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing corrigendum. Any corrigendum issued shall be part of the Bidding Documents and shall be communicated / published in the departmental website specified in the BDS to all who have obtained the Bidding Documents from the Purchaser. To give prospective Bidders reasonable time in which to take a corrigendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

### **Preparation of Bids**

**9. Cost of Bidding:** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

**10. Language of Bid:** The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**11. Documents Comprising the Bids:** The Bid shall comprise the following:

- (a) Letter of Bid.
- (b) Completed schedules.
- (c) Bid Security or Bid-Securing Declaration.

- (d) Written confirmation authorizing the signatory of the Bid to commit the Bidder.
- (e) Documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted;
- (f) Documentary evidence establishing the Bidder's eligibility to bid;
- (g) Documentary evidence that the Goods and Related Services to be supplied by the Bidder are of eligible origin.
- (h) Documentary evidence that the Goods and Related Services conform to the Bidding Documents.
- (i) Any other document **required in the BDS.**

Bids submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement.

The Bidder shall furnish in the Letter of Bid information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.

**12. Letter of Bid and Price Schedules:** The Letter of Bid and Price Schedules shall be prepared using the relevant forms furnished in Section IV, Bidding Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

**13. Bid Prices and discounts:** The prices and discounts quoted by the Bidder in the Letter of Bid and in the Price Schedules shall conform to the requirements specified below. All lots (contracts) and items must be listed and priced separately in the Price Schedules. The price to be quoted in the Letter of Bid shall be the total price of the bid, excluding any discounts offered. The Bidder shall quote any discounts and indicate the methodology for their application in the Letter of Bid.

Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, **unless otherwise specified in the BDS.** A bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise **specified in the BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time. The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, **as specified in the BDS.**

Prices shall be quoted as specified in each Price Schedule. The dis-aggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:

- a. For Goods manufactured in the Purchaser's Country:
  - i. the price of the Goods quoted EXW (ex-works, ex- factory, ex warehouse, ex showroom, or off-the- shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;
  - ii. any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
  - iii. the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) **specified in the BDS.**
- b. For Goods manufactured outside the Purchaser's Country, to be imported:
  - (i) the price of the Goods, quoted CIP (Carriage and Insurance paid) named place of destination, in the Purchaser's Country, as **specified in the BDS.**
  - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) **specified in the BDS.**
- c. For Goods manufactured outside the Purchaser's Country, already imported:
  - (i) the price of the Goods, including the original import value of the Goods; plus any mark-up (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
  - (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
  - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
  - (iv) any Purchaser's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS.
- d. for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
  - iv. the price of each item comprising the Related Services (inclusive of any applicable taxes).

**14. Currencies of Bid and Payments:** The currency (ies) of the bid and the currency (ies) of

Payments shall be **as specified in the BDS**. The Bidder shall quote in the currency of the Purchaser's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Purchaser's country, unless otherwise **specified in the BDS**.

The Bidder may express the bid price in any currency. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but shall use no more than three foreign currencies in addition to the currency of the Purchaser's Country.

**15. Documents Establishing the Eligibility and Conformity of the Goods & Related Services:**

To establish the eligibility of the Goods and Related Services, Bidders shall complete the country of origin declarations in the Price Schedule Forms.

To establish the conformity of the Health Sector Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Schedule of Requirements.

The documentary evidence may be in the form of literature, drawings or data, and shall consist of-

(a) an item-by-item commentary on the provisions of Section VII, Schedule of Requirements demonstrating substantial responsiveness of the Goods and Services to the specifications, or a statement of deviations and exceptions to the provisions of the specifications; and

(b) any other procurement-specific documentation requirement as stated in the **Bid Data Sheet**. Unless the **Bid Data Sheet** stipulates otherwise, the Goods to be supplied under the Contract shall be registered with the relevant authority in the Purchaser's country. A Bidder who has already registered its Goods by the time of bidding should submit a copy of the Registration Certificate with its bid. Otherwise, the successful Bidder, by the time of Contract signing, shall submit to the Purchaser either:

- (a) a copy of the Registration Certificate of the Goods for use in the Purchaser's country. OR, if such Registration Certificate has not yet been obtained,
- (b) evidence establishing to the Purchaser's satisfaction that the Bidder has complied with all the documentary requirements for registration as specified in the **Bid Data Sheet**.

The Purchaser shall at all times cooperate with the successful Bidder to facilitate the registration process within the Purchaser's country. The agency and contact person able to provide additional information about registration are identified in the **Bid Data Sheet**.

If the Goods of the successful Bidder have not been registered in the Purchaser's country at the time of Contract signing, then the Contract shall become effective upon such date as the Certificate of Registration is obtained.

Standards for workmanship, process, material, and equipment, as well as references to brand names or catalogue numbers specified by the Purchaser in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Purchaser's satisfaction, that the substitutions ensure substantial

equivalence or are superior to those specified in the Schedule of Requirements.

**16. Documents Establishing the Eligibility and Qualifications of the Bidder:**

- (a) To establish Bidder's their eligibility in accordance with ITB 4, Bidders shall complete the Letter of Bid. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (b) that a Bidder that does not manufacture or produce the Health Sector Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country;
- (c) that in case of a Bidder not doing business within the Purchaser's Country (or for other reasons will not itself carryout service/maintenance obligations), the Bidder is or will be (if awarded the contract) represented by a local service/maintenance provider in the Purchaser's country equipped and able to carry out the Bidder's warranty obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meet each of the qualification criteria specified in Section III, Evaluation and Qualification Criteria (see additional clauses for pharmaceuticals and vaccines).

**17. Period of Validity of Bids:** Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

- a. In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

If the award is delayed by a period exceeding fifty-six (56) days beyond the expiry of the initial bid validity, the Contract price shall be determined as follows:

- (a) In the case of fixed price contracts, the Contract price shall be the bid price adjusted by the factor **specified in the BDS**.
- (b) In the case of adjustable price contracts, no adjustment shall be made.
- (c) In any case, bid evaluation shall be based on the bid price without taking into consideration the applicable correction from those indicated above.

**18. Bid Security:** The Bidder shall furnish as part of its bid, either a Bid-Securing Declaration or a bid security, as **specified in the BDS**, in original form and, in the case of a bid security, in the amount and currency **specified in the BDS**.

- a. A Bid Securing Declaration shall use the form included in the tender document.

- b. If a bid security is specified the bid security shall be a demand guarantee in any of the following forms at the Bidder's option:
- c. An unconditional guarantee issued by a bank or financial institution (such as an insurance, bonding or surety company);
- d. an irrevocable letter of credit;
- e. a cashier's or certified check ;or
- f. another security **specified in the BDS**,

from a reputable source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside the Purchaser's Country, the issuing financial institution shall have a correspondent financial institution located in the Purchaser's Country to make it enforceable. In the case of a bank guarantee, the bid security shall be submitted either using the Bid Security Form. Bidding Forms, or in another substantially similar format approved by the Purchaser prior to bid submission. The bid security shall be valid for twenty-eight (28) days beyond the original validity period of the bid, or beyond any period of extension if requested.

- c. If a Bid Security is specified, any bid not accompanied by a substantially responsive Bid Security shall be rejected by the Purchaser as non-responsive.
- d. If a Bid Security is specified, the Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's signing the contract and furnishing the Performance Security.

The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.

The Bid Security may be forfeited or the Bid Securing Declaration executed:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or any extension thereto provided by the Bidder ;or
- (b) if the successful Bidder fails to:
  - (i) sign the Contract or
  - (ii) furnish a performance security.

The bid security or Bid- Securing Declaration of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted into a legally enforceable JV at the time of bidding, the bid security or Bid-Securing Declaration shall be in the names of all future members as named in the letter of intent.

If a bid security is **not required in the BDS** and

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Letter of Bid, or
- (b) if the successful Bidder fails to: sign the Contract; or furnish a performance security, the Borrower may, **if provided for in the BDS**, declare the Bidder ineligible to be awarded a contract by the Purchaser for a period of time **as stated in the BDS**.

**19. Format & Signing of Bids:** The Bidder shall prepare one original of the documents comprising the bid and clearly mark it-ORIGINAL. In addition, the Bidder shall submit copies of the bid, in the number **specified in the BDS** and clearly mark them -COPY. In the event of any discrepancy between the original and the copies ,the original shall prevail.

The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation **as specified in the BDS** and shall be attached to the bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the bid where entries or amendments have been made shall be signed or initialed by the person signing the bid.

In case the Bidder is a JV, the Bid shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the bid.



## **SECTION - II**

### **1. ELIGIBILITY CRITERIA**

Manufacturing units and manufacturer's authorized agents (For Imported product only) are eligible to participate in the tender provided, they must have-

- i** Valid license to manufacture/export the item(s) quoted to India as per specifications mentioned in the tender from the Competent Authority, Govt. of India.
- ii** The goods to be supplied must be as per the guidelines issued by Indian Council for Medical Research (ICMR).
- iii** DCGI approval for supply of the vaccines in Indian Territory must be supplied in form of Import License in form 10 and Import Registration certificate in Form 41.
- iv** The bidder having own manufacturing License should hold valid WHO GMP certificate issued by the Licensing authorities for all the premises, from where quoted product is being manufactured.

### **OR**

In case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or COPP which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc., or COPP certificate of their Principal Manufacturing Company or firm.

- v** Minimum average Annual turnover in any of the last three financial years should be INR 20 Crores or in equivalent currency.

NOTE: As per Section 11 of the Drugs and Cosmetics Act 1940 (Application of law relating to sea customs and powers of Customs Officers) – (1) The law for the time being in force relating to sea customs and to goods, the import of which is prohibited by Section 18 of the Sea Customs Act, 1878 (18 of 1878) shall, subject to the provisions of Section 13 of this Act, apply in respect of drugs the import of which is prohibited under this Chapter, and officers of Customs and officers empowered under this Act to perform the duties imposed thereby on a [Commissioner of Customs] and other officers of Customs, shall have the same powers in respect of such drugs as they have for the time being in respect of such goods as aforesaid.

(2) Without prejudice to the provisions of sub-section (1), the [Commissioner of Customs] or any officer of the Government authorized by the Central Govt. in this behalf, may detain any imported package which he suspects to contain any drug the import of which is prohibited under this Chapter and shall forthwith report such detention to the Drugs Controller, India, and if necessary, forward the package or sample of any suspected drug found therein to the Central Drugs Laboratory.

**vi DEBARRING/BLACKLISTING:**

FOR PRODUCT(S):

- Tender should not be submitted by the firm / company / loan licensee for the Product(s) for which the firm / Company / loan licensee has been blacklisted / banned
- / debarred by AP Govt. or APMSIDC, on any grounds.
- Tender should not be submitted for the product(s) for which the firm / company / loan licensee has been blacklisted by any other State Government / Central Government / its Drug procurement agencies due to quality failure and/or fraudulent/ illegal practices of the drugs supplied.
- In case of foreign entities bidding for the project, apart from the above conditions, the tender should not be submitted for the product(s) blacklisted/debarred by their respective foreign government.

FOR FIRM/COMPANY: (i) The Company / Firm / loan licensee which has been blacklisted/ Debarred/ Restricted by APMSIDC or AP Govt., due to any reason should not participate in the tender during the period of blacklisting. The Company/ Firm which has been blacklisted by any other State Government/Central Government/ Country or its Drug procurement agencies due to quality failure and/or Major violation of D & C Act and Rules and /or fraudulent/illegal practices of the drugs supplied should not participate in the tender during the period of blacklisting.

During the validity of the tender and Contract if the firm / Company and/or quoted/awarded product is blacklisted by any other State Government / Central Government / its Drug procurement agencies on the grounds of quality failure and/or Major violation of D & C Act and Rules and /or fraudulent/ illegal practices / convicted by any Court of law in India or any other Country shall be intimated to APMSIDC. Based on the facts of blacklisting, the product(s)/bidder/ supplier will be liable for Blacklisting /Termination of contract/ Cancellation of Purchase orders/Letter of Intent etc as decided by the committee/TIA.

- vii** The Company / firm which has been convicted by any Court of Law of the Country shall not be eligible to participate in the tender. Firm has to submit **self declaration** that it has not been convicted by court of law in India or the court of law ruled by parent country of the organization.

## 2. EARNEST MONEY DEPOSIT (EMD)

EMD acts as a safeguard against bidder's withdrawing/altering its bid during the bid validity period which is 180 days. Submission of 3,00,000/- (3 Lakhs) EMD shall be mandatory unless exempted in accordance with **AP State MSME Policy**. EMD shall be submitted online through RTGS/NEFT to the account details mentioned below and receipt of the same shall be uploaded in e-Tender portal along with other documents. EMD shall be deposited from bank account of bidder only.

Account Holder Name: The Managing Director, APMSIDC,

Account No : 142410011000314,

IFSC Code : UBIN0803669,

Bank Name : Union Bank (Formerly Andhra Bank), Branch Name : Mangalagiri,

Guntur District, Andhra Pradesh.

(E-Transfer receipt has to be uploaded with the Tender & UTR No. Should be mentioned clearly)

### **Holding of EMD**

The EMD shall be held for a period of 45 days beyond bid validity period of 180 days. Should it become necessary to extend the validity of the bids and the bid securities, APMSIDC shall request in writing/e-mail to all those who submitted bids for such extension before the expiry date thereof. Bidders shall have the right to refuse to grant such extension without forfeiting their bid securities. The bidders, who refuse to grant the APMSIDC's request for an extension of the validity of their bids and bid securities, will have their bid securities returned to them. They shall be deemed to have waived their right to further participate in that bidding.

### **Forfeiture of EMD**

EMD of a bidder shall be forfeited, if the bidder withdraws or amends his tender or impairs or derogates from the tender in any respect after expiry of the deadline for the receipt of tender but within the period of validity of tender. Further, if the successful bidder fails to furnish the required performance security within the specified period, his EMD will be liable to be forfeited. For partial default or non-acceptance of contract for any item (on justified ground like typographical error in quoted rate), 1 % of total contract value of the item shall be forfeited from the EMD. If the amount would be higher than the EMD amount itself then the bidder has to pay the difference amount within 10 days of such intimation & in case of non-compliance the bidder shall be debarred from doing business with APMSIDC for 2 years.

### **Refund of EMD**

EMD furnished by all unsuccessful bidders shall be returned to them without any interest whatsoever, not later than 30 (thirty) days after conclusion of the contract. EMD of the Successful bidder shall be returned, without any interest whatsoever, after receipt of performance security as called for in the contract.

### 3. CLARIFICATION OF BIDDING DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Documents may notify the APMSIDC in writing or by e-mail at the Purchaser's mailing address indicated in the Invitation for Bids. Tender inviting authority reserves the right to take decision on nature and extent of amendments required.

### 4. AMENDMENT OF BIDDING DOCUMENTS

At any time prior to the deadline for online submission of bids, the **Purchaser /Tender Inviting Authority** may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Bidding Documents by an amendment. All such amendments will be made available on <https://apeprocurement.gov.in>. and [www.msfdc.ap.nic.in](http://www.msfdc.ap.nic.in) website. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the TIA may, at its discretion, extend the deadline for the submission of bids.

### 5. THE TENDER PROCESS

The tender process will be of 2 cover system, consisting:

**Cover - A: Technical Bid**

**Cover – B: Price Bid (To be uploaded in e-procurement portal)**

#### **Requirements of Cover A:**

- Description of the bidder: Should include the information asked in Format -I
- Copy of e-Transfer Receipt for submission of tender processing fee along with Format -II
- Copy of e-Transfer Receipt for submission EMD with Format - III / Copy of exemption certificate
- Details of manufacturing premises at which quoted drugs are to be manufactured (Format – IV)
- Copy of Valid WHO-GMP certificates of manufacturing premises issued by Licensing Authority or in case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or COPP which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc., or COPP certificate of their Principal Manufacturing Company or firm.
- List of items for which bid is quoted (As per Format –V)
- Copy of the valid license to manufacture/import the item of drug(s)/items quoted as per

specifications mentioned in the tender from the Competent Authority. (The items quoted shall be highlighted & item code shall be indicated)

- 60 days' production capacity for all premises certified by **Competent Authority/Chartered Accountant (This requirement is not for importers quoting for imported drugs)**. Also, *the commitment quantity for an item submitted by the bidder (as per format-XVII) shall be taken in to account and a bidder not having committed quantity (as reflected in commitment quantity) as per tendered quantity of the item quoted can be technically disqualified.*
- Average annual turnover statement (**Format – VI**) along with audited Balance sheet.
- Acceptance of all terms & conditions in all sections of tender document. (Declaration as per **Format –VII**)
- List of Govt. Organizations to whom bidder is an existing Supplier. (As per **Format –IX**)
- GST registration certificate.
- Affidavit of being a **SSI/MSME unit of Andhra Pradesh** (If applicable)
- Copy of firm's PAN card.
- Bank Details of the Firm. (As per **Format –X**)
- Letter of authorization (As per **Format –XI**)
- Other documents for establishing eligibility of bidder
- Any other documents if asked by TIA before last date of bid submission.
- Checklist as per **Format -XIII**

**Note:**

- i. ***The list documents mentioned above is only inclusive in nature; the bidder should upload all other documents which may be asked by the Tender Inviting Authority. All documents should be uploaded in specific template available in tender website. All documents shall be signed by the bidder and shall bear seal of the Company/firm.***
- ii. ***Original documents shall be scanned and uploaded. If photocopies of documents are scanned and uploaded while filling tender, then all photocopies of given below documents MUST BE NOTARIZED. Non-notarized photocopies will not be considered for further processing of tender.***

**Following given below tender documents mandatorily to be notarized-**

- Copy of valid WHO-GMP certificates of manufacturing premises issued by Licensing Authority or in case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or COPP which is at par with WHO-GMP issued by the authorities of exporting countries like U.S. FDA etc., or COPP certificate of their Principal Manufacturing Company or firm.

- Non- Conviction certificate issued by Licensing Authority of the Country of manufacture for being not convicted by any Court of Law in the Country of manufacture or any other Country Globally (issued within 6 months prior to publication of the tender) for all premises.
- Copy of valid import license in form10.
- Copy of valid Import Registration Certificate in form41.
- List of items for which bid is quoted (As per Format –V)
- Copy of the Manufacturing licenses with validity & drugs approval proof of all items quoted. (The items quoted shall be highlighted & drug code shall be indicated)
- Acceptance of all terms & conditions in all sections of tender document. (Declaration as per Format –VII)
- Manufacturing/Import Experience detail of quoted drugs (As per Format -VIII)
- Affidavit of being a SSI/MSME unit of Andhra Pradesh (If applicable)
- The commitment quantity for an item submitted by the bidder (as per format-XVII).

### **Requirements of Cover B:**

Details are to be uploaded in eprocurement platform only. No need to provide the hard copies in offline.

**Note:** *The rates quoted must be rate per dose of the vaccine.*

## **6. EVALUATION CRITERIA**

- Encrypted bids in e-Tendering portal shall be opened as per advertised schedule or as per the notification with digital signature of a multi-member committee authorized by MD, APMSIDC. The bids shall be evaluated by committee constituted with approval of MD, APMSIDC. Bids shall be evaluated as in compliance with the tender document.
- The committee will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order. Prior to the detailed opening and evaluation of Price Tenders, the Tender Inviting Authority will determine the substantial responsiveness of each bid to the tender document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to the terms and conditions of each bid to the tender documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning Bid Security- EMD, price bid will be deemed to be a material deviation.
- The Tender Inviting Authority determination of Tenders responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence. If a Tender is not substantially responsive, it may be rejected by the Tender Inviting Authority and cannot subsequently be made responsive by the Bidder by correction of nonconformities. The tenders will be scrutinized to determine whether they are complete and meet the eligibility requirements, conditions etc. as prescribed in the Tender Documents. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

**Note:** The above mentioned aspects are descriptive and not exhaustive and a tender can be declared nonresponsive for non-fulfillment of any essential condition called out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive. Infirmary/Irregularity/Non-Conformity if observed

during the preliminary examination, the Tender Inviting Authority find any informality and/or irregularity and/or non-conformity in a tender, the Tender Inviting Authority may waive the same provided it does not constitute material deviation /financial impact or may ask bidder to comply the same or may ask to submit documents which does not have any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the bidders. Wherever necessary, the Tender Inviting Authority may convey its observation on such issues to the bidder by online web portal or website or mail etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored /rejected.

#### **Finalization of Vendor:**

- List of technically qualified bidders & non-qualified bidders (with reasons) shall be published as provisional list on the official website of Corporation. A window period of 2 days from date of publication of provisional list shall be given for submission of grievance by disqualified bidders, if any & the same shall be addressed. No representation shall be entertained after the prescribed window period. The final list of technically qualified & disqualified bidders then shall be uploaded in APMSIDC website with due approval of MD, APMSIDC.
- Financial bid shall only be opened for the bidders who are technically qualified. Tenders/vendors can be finalized irrespective of number of bids obtained if the price justification is established in case of single bid/offer. Price comparison shall be done on the basis of ultimate cost to the Purchaser that includes cost of drug, packaging, transportation and all forms of taxes applicable. In event of financial bid opening, due to provision/compulsion of e-tendering system if financial bid of the complete quoted drugs list of a bidder is opened by TIA then TIA will consider/evaluate the price bid of the bidder for the item which is technically qualified by the Technical Evaluation committee of TIA.

## **7. AWARD OF CONTRACTS**

- i **Award Criteria:** Contract will be awarded to the qualified Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, subject to the bidder agreeing to all terms and conditions of the tender. In case of non- acceptance of agreement, the Purchaser will proceed to the next-lowest evaluated Bidder. This contract will be called **Principal Contract**.
- ii **State SSI &MSME:**  
Latest directive of Andhra Pradesh Government, in respect of **eligibility, benefits and exemptions** provided to the **State SSI & MSME**, shall be adhered to. Affidavit of being SSI/MSME unit of the State of A.P. is must for leveraging the benefit under this provision.



### **iii Splitting of Orders:**

1. Bidders can participate for the entire quantity or less, but minimum quantity is 50% of the tender quantity. However, MD, APMSIDC shall have the rights to call other eligible firms those are willing to match L-1 rates.

***Note:** No bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded. Any effort by a bidder to modify his bid or influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.*

## **8. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of Purchaser's action.

## **9. ISSUE OF NOTIFICATION OF AWARD**

The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. The Purchaser shall notify the successful bidder through website notification & by e-mail (indicated in bid submitted), that its bid has been accepted. The bidder shall give his acceptance within 3 days of issue of the Notification of Award, along with agreement document in conformity with the bid document. In case the bidder is not willing to unconditionally accept the contract within the specified timeframe, the EMD submitted shall be liable to be forfeited and may be debarred/blacklisted for 2 years for all products from participating in tenders of APMSIDC. However, the bidder shall be faced a legal action on the same.

If any product or company gets debarred / blacklisted during contract period and the product under contract is desired, then corporation can buy it from next responsive bidder for the product.

## **10. AGREEMENT**

A written agreement shall be executed between APMSIDC & the Company/firm to whom contract is awarded. Apart from the agreements with L-1 bidder. APMSIDC may also do contract with other bidders who are willing to supply drugs of minimum quantity of 50% of the tender quantity

## 11. PERFORMANCE SECURITY

Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security shall be solicited from all successful bidders. Ordinarily, performance security will be 5% of the total contract value as per the offered quantity as stated in the bid document the agreement shall be concluded only after submitting performance security. Performance security may be furnished in form of an Account Payee Demand Draft/FDR/BG from a nationalized/ scheduled bank approved by RBI. Performance security is to be furnished within 07 days after notification of the award and it should remain valid for a period of 24 month's validity. In case L-2, L-3... who have agreed to match L-1 price or the 50% supplied bidders, then the performance security Deposit will be 5% of annual contract value as per the annual quantity of their offered quantity.

***Note: In case of breach of contract by the Supplier, the performance security shall be forfeited. If the Supplier duly performs and completes the contract in all respect, the performance security shall be returned to the Supplier without any interest, on completion of all such obligations under the contract.***

## 12. OTHER IMPORTANT INSTRUCTIONS

- i The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be periodic as per APMSIDC's internal protocol with multiple consignees. The place of supply can be anywhere in state of Andhra Pradesh (Generally APMSIDC warehouses located at Divisional/district level) & the same shall be mentioned in the purchase order.
- ii The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirements. Purchase orders shall be periodic as per APMSIDC's internal protocol with multiple consignees. The place of supply can be anywhere in state of Andhra Pradesh (Generally APMSIDC warehouses located at Divisional/district level) & the same shall be mentioned in the purchase order.
- iii **State SSI & MSME:** Latest directive of Andhra Pradesh Government, in respect of **eligibility, benefits and exemptions** provided to the **State SSI & MSME**, shall be adhered to.
- iv If the successful bidder fails to undertake the contract, the bidder shall be liable for all damages sustained by APMSIDC, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the drug concerned.
- v If any drug supplied by the bidder have been partially or wholly used after supply and are subsequently found to be inferior in quality or NSQ, then the contract price or prices of such drug will be recovered from the bidder, if payment had already been made to him.
- vi Bidders are advised and required to go through **Annexure – B**, for guidance regarding online filling and submission of tender documents.
- vii Price quoted in bid shall be valid for ONE YEAR from the date of award of contract.

## **SECTION III**

### **CONDITIONS OF CONTRACT**

### 1. DEFINITIONS

- **Tender Inviting Authority (TIA)** - is the Managing Director of the APMSIDC, who on behalf of the User Institution/Government or the funding agencies invites and finalizes bids and ensures supply of the drugs procured under this Tender Document.
- **Tender Document** - means the document published by the Tender Inviting Authority containing the data identifying the drugs to be purchased, the quantity and delivery, and which includes specifications, quality requirements and general conditions which will govern the contract on acceptance of a bid.
- **e-tender** - The process of notifying / floating tender and pursuing actions of tender opening online.
- **User Institutions** - are government departments, health care institutions, autonomous bodies, etc. for which the drugs under this tender are procured.
- **Drug** - means and includes, substances defined as "Drug" in the Drugs and Cosmetics act 1940.
- **L1 rate** - means the lowest rate declared by the Tender Inviting Authority for drugs mentioned in this Tender Document.
- **Matched L1 rate** - means the rate of the bidder or bidders who have consented, in writing, to match with the L1 rate for the particular drugs and agreed to abide by the terms and conditions of the Tender Document.
- **Liquidated Damages** – means penal charges levied by the Tender Inviting Authority for the delay in supply of the drugs after the expiry of stipulated period mentioned in the supply conditions.
- **Letter Of Intent** – is an intimation informing the successful bidder, the approximate quantity for which the Tender is awarded and requiring the bidder to execute agreement in the prescribed format within a specified time.
- **Purchase Order** - means the order issued by the Tender Inviting Authority to the supplier informing to supply the required quantity of the drugs at the contract price and requiring the supplier to supply at the various designated destinations mentioned in the Supply Schedule accompanying the purchase order.
- **Supplier** - is a person/firm/company or other(s) to whom Purchase Order is placed on fulfilling the qualification criteria and terms and conditions laid down in the Tender Document.
- **Empaneled laboratory** - Drug testing laboratory approved under the Drugs and Cosmetics Rules, selected by the Tender Inviting Authority for the purpose of conducting analytical testing of drugs supplied by the suppliers.

## **2. STANDARDS**

The drug supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in **Annexure – A** and shall conform to standards laid down in Drugs and Cosmetics Act & Rules, 1945, There under currently in force. For drugs which are not official in IP currently in force in the country then it shall conform to the standards of other pharmacopeia currently in force as per provisions of Drugs & Cosmetics Act and Rules there under. For drugs other than above referred categories of standards of Drugs & Cosmetics Act and Rules there under, BIS or In-house standards shall be complied with.

## **3. USE OF CONTRACT DOCUMENTS AND INFORMATION**

The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

## **4. PATENT RIGHTS**

The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or drugs design rights arising from use of the drugs or any part thereof.

## **5. PURCHASE ORDERS**

This is a quantity contract tender. The quantity mentioned in Schedule of Requirement is indicative only and the procurement may vary as per actual consumption trend & dynamic projection of requirement. Purchase orders shall be placed as per APMSIDC's internal protocols with multiple consignees. The place of supply can be anywhere in the State of Andhra Pradesh (Generally APMSIDC warehouses located at divisional/ district level) & the same shall be mentioned in the purchase order. In case of multiple Suppliers are bidding for the item, the purchase quantity shall be divided among the Suppliers in approximation with award criteria. However, APMSIDC reserves the right to split the order quantity based on nature/value/or volume of the orders.

Each Supplier shall be provided with a Log-in ID & Password for registering to software system adopted by APMSIDC. The purchase orders shall be released online and same shall be visible in respective Supplier's dashboard. Copy of the purchase orders shall also be communicated to the e-mail mentioned by the suppliers in the bid document submitted. Hence, the suppliers must check their dashboard and e-mail regularly. In case of any ambiguity/objection/representation in respect of any purchase order, the same shall be communicated within 3 days to MD, APMSIDC after which no representation shall be entertained. Within 7 days of issue of purchase order, the Suppliers are expected to submit a tentative delivery plan & details of the batches planned to be supplied.

## 6. SUPPLY CONDITIONS

APMSIDC requires on average of at least 50 Lakhs (5 Million) persons to be Vaccinated every month. The supplies must be initiated within 3 days after completion of statutory approvals from the Govt. of India. However, Maximum time allowed for getting the statutory approvals is initial 2 Months from the day of Letter of Intent (LoI).

The supply period for completion of 50 Lakh Vaccinations is 30 days. However, beyond 30 days supplies can be accepted with 0.2% LD charge per day on value of the monthly goods supplied with delay. On completion of 40 days penalty of flat 10 % shall be levied on value of unexecuted portion.

The bidders can quote their offers to supply the vaccine in parts also, provided that total persons should be vaccinated shall not be less than 50lacs (5Million) per month.

Total supply of 20Million doses shall be completed within 06 months period from issuance of Letter of Intent (LoI).

- i Each batch of the vaccine must be supplied with certificate of analysis.
- ii Vaccine with difference in specification, difference in packing material, difference in drug license number shall not be accepted.
- iii In general, vaccine with minimum 60 % residual shelf life shall be accepted. Minimum residual shelf life of 60% shall be acceptable for vaccine and imported drugs. However, consignment with lower residual shelf-life can be accepted if the Supplier undertakes to take back the unconsumed quantity if expired and pay back the corresponding amount.
- iv If the L1 supplier fails to supply the required items in full/in part within the stipulated time or within the time extended, as the case may be, the Tender Inviting Authority will cancel the unexecuted quantity of purchase orders. On such cancellation, the Tender Inviting Authority will place Purchase Orders with the Matched L1 bidder or to the next bidder(s) according to the bid ranking status at the risk and cost of supplier.
- v Those bidders offering the items requiring special cold storage condition should either have their **own cold chain transporting system** or should have proper contract with a transporting agent having facilities to transport the drugs under cold chain norms from the manufacturing unit to the respective warehouse of the Corporation/facilities as mentioned in purchase order by complying cold chain norms. The bidders to whom LOI has been placed for the supply of vaccine requiring special cold storage conditions shall, at the time of submission of agreement, submit notary attested Documents to prove that they are having own cold chain transporting system or copy of the contract agreement made with a transporting agent having facilities to transport the vaccine under cold chain norms from the manufacturing unit to the respective warehouse of the Corporation / facilities.

## 7. PACKING

Packaging material must be suitable for the purpose and have no detrimental effects on the Vaccine. Primary packaging must give adequate protection against external influence and potential contamination.

Any damage to vaccine vials till the end point delivery lies with the supplier.

*Note: (i) Non compliance to the above conditions shall lead to rejection of consignment and the supplier shall be liable for action under provisions of non-supply/late supply. (ii) For any item mentioned in the Schedule of Requirement but not covered by above clause, the packing shall be normal commercial packing supplied to the market.*

## 8. LABELING

The labeling of vaccine should comply with guidelines set forth in the Drugs & Cosmetics Act and Rules there under.

- The label should prominently display the International Non-Proprietary Name (INN)/Proper Name or Generic name as per labeling provisions of Drugs and Cosmetics Rules.
- All cold chain drugs **must** have VVM/Potency indicator to ascertain their usability.
- The secondary packaging material (box, carton) must be clearly labeled with the names of the item, batch number, expiry date and the number of units per carton/box.
- The labels in the case of injectables shall clearly indicate that the preparation is meant for IM, IV, ID, SC etc.
- Consignment shall be liable for rejection if any tampering with the expiry date is found and the supplier firm shall be blacklisted for two years.
- The labels of two or more vaccines/materials supplied by the same supplier shall not be identical or resemble in any form especially in Colour and markings leading to confusion in identifying the items.

## 9. LOGOGRAM:

Submission of bid for the supply of drugs shall be considered as the consent of bidder that the supply will be prepared and packed with the words "**Andhra Pradesh Govt. Supplies - Not for sale**" shall be overprinted on primary, secondary & tertiary packing material which will distinguish from the normal trade packing. It must be ensured.

In case of imported drugs stamping of the words "**Andhra Pradesh Govt. Supplies - Not for sale**" on secondary and tertiary pack shall be sufficient.

## 10. DELIVERY AND DOCUMENTS

Before and upon delivery of the vaccine, the Supplier shall notify the Purchaser and deliver the following documents to the Purchaser:

- i Two originals and two copies of the Supplier's invoice, showing Purchaser, the Contract number, Goods' description, quantity, unit price, and total amount. Invoices must be signed

- in original and stamped or sealed with the Company's/firm's stamp/seal;
- ii More than one drug shall not be included in one invoice. Supplies relating to more than one purchase order shall not be included in one invoice. Where more than one batch is supplied under an invoice, the quantity supplied under each batch shall be stated in the Invoice.
  - iii Two copies of delivery note, railway consignment note, road consignment note, truck or air waybill, or multi-modal transport document showing Purchaser as **APMSIDC**[ enter correct name of Purchaser for GST purposes] and delivery through to final destination as stated in the Contract;
  - iv Three copies of the packing list identifying contents of each package;
  - v Certificate of analysis of the batches of drug delivered.
  - vi Two copies of Invoice should be submitted at head office of APMSIDC and one copy of invoice at warehouse with goods.

## **11. QUALITY ASSURANCE**

- i Sample of all batches of all drug received through APMSIDC central procurement shall be subjected to physical verification for tender conditions and statutory compliance. As per regulatory guidelines quality tests may be done.

## **12. PENALTY CLAUSE**

### **i. Liquidated Damage:**

Supplies may be accepted upto 10 days beyond the stipulated delivery period with penalty for delayed supply (liquidated damage) of 0.2 % per day on value of monthly goods supplied with delay.

### **ii. Risk Purchase:**

In case of NSQ (Not of standard Quality) supply or failure of execution of purchase order within stipulated delivery period, APMSIDC shall be at liberty to make alternative purchase of items for which purchase orders have been placed from open market or from any other bidder who might have quoted higher rates, at the risk and cost of the supplier and in such cases APMSIDC shall have every right to recover the differential cost in addition to other penalties as specified in tender document.

### **iii. LOGO & Packing:**

Non Compliance to Logo 0.5% and packing requirements mentioned in tender will be penalized up to 0.5%. Drug with MRP printed 0.5% shall be penalized

### **iv. Demurrage & Destruction Charges**

In case a batch is declared NSQ, the supplier has to take back the corresponding quantity supplied by its own arrangement within 30 days of intimation. Beyond 30 days, 0.2% demurrage charge shall be levied on the value of corresponding quantity remaining



un-lifted. In case the supplier does not take the stock of NSQ drugs back with-in 90 days of intimation, then APMSIDC shall be at liberty to destroy the quantity lying at its warehouses. Supplier shall be liable to pay the expenses incurred for such destruction in addition to the demurrage charges applicable.

### **13. DEBARRING & BLACKLISTING**

- i. If two batches of any vaccine supplied by a Company/firm is found not of standard quality, then the Supplier Company/firm shall be **blacklisted** for that particular drug for a period of **three years**.
- ii. If the Supplier fails to execute at least 70% of the order quantity, then the Supplier shall be debarred for supply of that particular drug for a period of two years.
- iii. The bidder/Supplier who have submitted forged documents in tender or in correspondence to any subsequent communication from APMSIDC shall be declared ineligible to participate in the tenders for a period of 5 years.
- iv. The Supplier shall be blacklisted for a period of 3 years if any of the drugs supplied is declared spurious or adulterated by the regulatory authority.
- v. The Supplier shall be blacklisted for 3 years if proved to have manipulated expiry date of the drugs.
- vi. Goods against orders placed prior to blacklisting/debarring any Supplier shall be received as per normal protocol.

### **14. PAYMENT TERMS**

1. 50% of the payment will be made at the time of initiation of supply against the bank guarantee.
2. Payments towards the supply of vaccine will be made within 30 days from the date of receipt of goods, strictly as per the tender terms and condition. The payment will be made through AP Government Finance portal CFMS / RTGS (Real Time Gross Settlement System)/Core Banking/NEFT.
3. The Tenderer shall furnish the relevant details in original to make the payment through CFMS/RTGS/Core Banking/NEFT. All bills/Invoices should be raised in duplicate and the bills should be drawn as per GST Rules in the name of MD, APMSIDC. Mangalagiri, Andhra Pradesh.
4. Payment of 50% for a given purchase order will be made after completion of 75% supplies of ordered quantity and remaining will be paid after completion of 95% of supplies. In case any purchase order is executed partially beyond 75% up to 95% remaining bills will be processed at the discretion of APMSIDC by imposing a penalty of 10% on unexecuted quantity value only.
5. The payment for part supply if any will subject to the deduction of liquidated damages, penalty

towards unexecuted quantity, risk and cost etc., as per the tender conditions. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Tenderer himself, the Tenderer shall be bound to inform the APMSIDC immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Tenderer fails to notify or fails to agree for such reduction of rates. In case of any increase or decrease in the GST after the date of submission of tenders and during the tender period, such variation in the GST will be to the account of the APMSIDC.

6. 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.
7. 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.
8. In case, if some damage happens due to vaccination during the project execution in Andhra Pradesh then the payment to the supplier shall not be made.
9. Further, the payment shall not be made in case of unused vials and shall be returned to the supplier.

## **15. PRICES**

- i. DPCO notifications regarding price ceiling has to be adhered by the supplier. If contract price/rate of any drug is higher than the DPCO price, then it has to be revised as per ceiling limit. It would be mandatory for the supplier to execute the supplies in such revised price & penal action shall be taken for non-compliance.
- ii. Prices charged by the Supplier for goods delivered under the contract shall not be higher than the prices quoted by the Supplier in his Bid.

- iii. In the case of revision of Statutory Levies/Taxes during the finalization period of tender, the Purchaser reserves the right to ask for reduction in the prices.
- iv. Prices once fixed will remain valid during the schedule delivery period. Increase of Taxes and other statutory duties will not affect the price during this period.
- v. Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the Supplier's account. However, benefit of any decrease in these taxes/duties shall be passed on to the Purchaser by the Supplier.
- vi. In case of any enhancement in GST by notification of the Government after the date of submission of bids and during the tender period, the quantum of additional GST so levied will be allowed to be charged. For claiming the additional cost on account of the increase in GST, the supplier shall produce proof of payment of additional GST on the drugs supplied to Tender Inviting Authority. If the documentary evidence for increase in GST is produced, then the invoice amount with the enhanced rates of GST will be admitted, after due verification.
- vii. In case the supplier intends to supply the item under contract with APMSIDC to any other organization at a price/rate lower than the contract rate with APMSIDC then the same would be intimated promptly and contract rate would be revised accordingly.

#### **16. FORCE MAJEURE**

- i. For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder/supplier and not involving the successful bidder's/supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority/Purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes. Scarcity of raw materials and power cut shall not be considered as force majeure.
- ii. The successful bidder/Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- iii. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such a condition and the cause thereof with satisfactory documentary proof, within twenty-one (21) days of occurrence of such event. The time for making supply may be extended by the Tender Inviting Authority /Purchaser at its discretion for such period as may

be considered reasonable. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In case Force Majeure event the Tender Inviting Authority / Purchaser is unable to fulfill its contractual commitment and responsibility, the Tender Inviting Authority/Purchaser will notify the successful bidder/Supplier accordingly.

## 17. TERMINATION FOR DEFAULT

- (a) The Tender Inviting Authority / **Purchaser** may, without prejudice to any contractual rights and remedies available to it (the Tender Inviting Authority/Purchaser), may by written notice of default sent to the successful bidder/ Supplier terminate the contract in whole or in part, if the successful bidder/ Supplier fails to delivers any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract;
  - (i) if the Supplier fails to perform any other obligation(s) under the Contract; or
  - (ii) if the Supplier, in the judgment of the **Tender inviting Authority/Purchaser**, has engaged in fraud and corruption, in competing for or in executing the contract.
- (b) In the event the **Tender Inviting Authority/Purchaser** terminates the Contract in whole or in part, pursuant to tender Clause, the **Tender Inviting Authority/Purchaser** may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the **Tender Inviting Authority/Purchaser** for any additional costs for such similar Goods. However, the Supplier shall continue the performance of the Contract to the extent not terminated. The contract shall be liable for termination for any breach of contract at the discretion of Tender Inviting Authority/Purchaser.

## 18. TERMINATION FOR INSOLVENCY

The Tender inviting Authority/Purchaser may at any time terminate the Contract in its entirety, if at any time, the successful bidder/ Supplier files for insolvency in any court or agency pursuant to statute or regulation of any state or country. Tender inviting Authority/Purchaser shall give written notice to the successful bidder/ Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy that has accrued or shall accrue thereafter to the Tender inviting Authority/Purchaser.

## 19. TERMINATION FOR CONVENIENCE

- i. The Tender inviting Authority/ Purchaser, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of

termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.

- ii. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may opt:
  - a. To have any portion completed and delivered at the Contract terms and prices; and/or
  - b. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## **20. RESOLUTION OF DISPUTES**

- 1 If dispute or difference of any kind shall arise between the Tender Inviting Authority/Purchaser and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
2. If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either the Tender Inviting Authority/Purchaser or the successful bidder/Supplier may give notice to the other party of its intention to commence arbitration, as provided by the applicable arbitration procedure and shall be as per the Arbitration and Conciliation Act, 1996 or subsequent amendments.
3. In the case of a dispute or difference arising between the Tender Inviting Authority/Purchaser and a bidder/Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to a sole arbitrator as mutually decided by the parties. The fees, if any, for the arbitration including arbitrator fees, if required to be paid before the award is made and published, shall be borne equally by both parties. The Arbitrator's award shall be final and Conclusive.
4. **Seat of Arbitration:** The seat of arbitration shall be at the Vijayawada, Andhra Pradesh, India. Courts of Andhra Pradesh shall have exclusive jurisdiction.
5. The language of Arbitration shall be English language and shall be governed, construed in accordance with applicable Indian laws.

## **22. GOVERNING LANGUAGE**

The contract shall be written in English language. All correspondence and documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

## **23. TAXES AND DUTIES**

Suppliers shall be entirely responsible for all taxes, duties, license fees, road permits, etc., incurred until delivery of the contracted Goods to the **Purchaser**.

## **24. NOTICES**

For the purpose of all notices, the following shall be the address of the **Purchaser**.

**APMSIDC**

**(A Government of Andhra Pradesh Enterprise)**

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

**22. FRAUDULENT AND CORRUPT PRACTICES**

It is required that all concerned namely the bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority 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;
- (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; shall also include misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority/Purchaser, and includes collusive practice among bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Tender Inviting Authority/Supplier of the benefits of free and open competition. Suppression of facts such as blacklisting of the product/bidder elsewhere for reason of failure in quality / conviction under Drugs and Cosmetics Act/submission of fake/forged document shall be deemed as fraudulent practices. Making false/incorrect statement shall also be treated as fraudulent practice.
- (iii) “**Collusive practice**” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (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;
- (v) “**Obstructive practice**” is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Purchaser 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.

- (vi) No bidder shall contact the Tender Inviting Authority/Purchaser or any of its officers or any officers of the Government on any matter relating to its bid, other than communications for clarifications and requirements under this tender in writing, with
- (vii) an intention to influence the members of various committees or officials of Tender Inviting Authority/Purchaser or any person associated with APMSIDC. Any such effort by a bidder to influence the Tender Inviting Authority/Purchaser/ factory inspection team/ sample evaluation committee/ bid comparison or contract award decisions may result in rejection of the bid; or
- (viii) If the Purchaser determines at any point of time that the Bidder/Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may reject the bid submitted by the bidder or terminate the contract of supplier.

### **23. QUANTITY CONTRACT**

This is a Quantity Contract Tender. The bidders are expected to quote their best rates. The rates quoted by the bidder shall remain same till the procuring of tendered quantity and the, quantity can be increased up to additional 50 % with mutual agreement. Purchase orders would be periodic quantity as per APMSIDC"s internal protocol with multiple consignees. The place of supply can be anywhere in state of Andhra Pradesh generally APMSIDC warehoused located at Divisional/district level/ Health facility & the same would be mentioned in the purchase order.

### **24. SAVING CLAUSE**

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

# Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

S. No.	A. General
1.1	<p><b>Name of Purchaser:</b></p> <p>Andhra Pradesh Medical Services &amp; Infrastructure Development Corporation, (APMSIDC), Mangalagiri (AP)</p> <p>APMSIDC will be handling the bidding process as well as sign the contracts for this tender. APMSIDC will exercise all rights and obligations for the purpose of this tender.</p> <p>Type of Goods: <b>Covid Vaccine</b></p> <p>Name and identification number of the Contract:</p> <p><b>Procurement of Covid Vaccines.</b></p> <p><b>Global e- Tender no.: 109/APMSIDC/MEDICINE WING/2021-22</b></p>



	<b>B. Contents of Bidding Documents</b>
2.1	<p><b>REGISTRATION</b></p> <ul style="list-style-type: none"> <li>a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL:<a href="https://apeprocurement.gov.in">https://apeprocurement.gov.in</a>) on the AP state public procurement Portal.</li> <li>b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</li> <li>c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the AP state public procurement Portal.</li> <li>d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.</li> <li>e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.</li> <li>f) Bidder can log in to the site through the secured log-in by entering their user ID/Password and the password of the DSC/e-Token.</li> </ul> <p><b>SEARCHING FOR TENDER DOCUMENTS</b></p> <ul style="list-style-type: none"> <li>a) There are various search options built in the AP state public procurement Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the eprocurement Portal.</li> </ul>

	<p>g) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective <u>My Tenders</u>' folder. This would enable the AP state public procurement Portal to intimate the bidders through SMS/E-mail in case there is any corrigendum issued to the tender document. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Help desk.</p> <p><b>ASSISTANCE TO BIDDERS</b></p> <p>a) Any queries relating to the process of online bid submission or queries relating to eprocurement Portal in general may be directed to the 24x7 eprocurement Portal Help Desk Number Phone No: <b>08645-246370 / 71 / 72 / 73 / 74</b> email ID: <a href="mailto:eprocsupport@jvupadhi@jcom">eprocsupport@jvupadhi@jcom</a></p> <p>b) Bidders information useful for submitting online bids on the eprocurement Portal may be obtained at: (URL:<a href="https://apeprocurement.gov.in">https://apeprocurement.gov.in</a>)</p> <p>c) It is mandatory for all bidders to have Class-III Digital Signature Certificate (DSC) in the name of the person along with name of Company who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <a href="https://www.cca.gov.in">https://www.cca.gov.in</a></p> <p>d) Bidder shall ensure use of registered Digital Signature Certificate (DSC) only and safety of the same.</p> <p>e) In case the Digital Signature Certificate (DSC) holder who is digitally signing the bid and the person having Authority to Sign as per Clause 14 are different, even then all the terms and conditions of the tender document will be binding upon the bidder.</p> <p>Bidders can view / download complete bid documents from APMSIDC website <a href="http://www.msiddc.ap.nic.in">www.msiddc.ap.nic.in</a></p>
3.1	<p>For the purpose of obtaining clarification the Purchaser's address is :-</p> <p>Managing Director, APMSIDC</p> <p>Plot No 9, Survey No 49,</p> <p>IT Park, Mangalagiri, Guntur Dist, Andhra Pradesh-522503</p>

	<p>A prospective Tenderer requiring any clarification on the Bid Document may notify online only. Request for clarifications including request for Extension of Time for submission of Bid, if any, must be received not later than 05 (five) days prior to the deadline for submission of tenders. Details of such questions raised and clarifications furnished will be uploaded in APMSIDC <a href="http://www.msfdc.ap.nic.in">www.msfdc.ap.nic.in</a> without identifying the names of the Bidders who had raised the questions. Any modification of the Bid Document arising out of such clarifications will also be uploaded</p>
<b>3.2</b>	<p>Pre Bid Meeting:- the bidder or his official representatives is invited to attend a pre bid meeting which will take place as per details given below:- Date: <b>10.06.2021</b> Time: 11:00 Hrs. (IST) Venue: Virtual Meeting Platform Meeting link will be notified separately.</p> <p><b>Note:</b> Pre bid queries are to be sent via email (<a href="mailto:tenders.apmsidc@gmail.com">tenders.apmsidc@gmail.com</a>, <a href="mailto:apmsidc.gm@gmail.com">apmsidc.gm@gmail.com</a>) 1(One) day prior to Pre Bid</p>
	<b>C. Preparation of Bids</b>
<b>4.1</b>	<p>The language of the bid and all correspondence exchange is: <b>English.</b> Language for translation of supporting document and printed literature is: <b>English.</b></p>
<b>5.1</b>	<p>For Indian Bidders: Scanned copy of Power of Attorney should be uploaded on the eprocurement portal and is to be submitted before bid submission deadline. The Power of Attorney shall be on non judicial stamp paper and the person signing the Power of Attorney should sign by hand. Stamped, electronic or scanned signature on the Power of Attorney is not acceptable and such bid will be considered non-responsive.</p> <p>For foreign bidders: Scanned copy of Power of Attorney should be uploaded on the eprocurement portal to be submitted before bid submission deadline. Power of attorney shall be on a paper similar to non judicial stamp paper, if any, as per the law of the country of the bidder. If there is no such legal paper available in the country of the bidder, the same should be confirmed under</p>

	<p>the stamp and signature by hand of the person signing the power of attorney. In such a case Power of Attorney can be submitted on plain paper duly signed by hand. Stamped, electronic or scanned signature on the Power of Attorney is not acceptable and such bid will be considered non-responsive.</p>
<p><b>6.1</b></p>	<p>The following documents must be included with the bid:</p> <p>Documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted:</p> <p>(i) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder manufactures or otherwise produces (using ingredients supplied by primary manufacturers) that the Bidder:</p> <p>(a) is incorporated in the country of manufacture of the Goods;</p> <p>(b) has been licensed by the regulatory authority in the country of manufacture to supply the Goods; A copy of its manufacturing license, a statement of installed manufacturing capacity &amp; list of drugs being manufactured by the bidder with product registration/ license number and date should be submitted.</p> <p>(c) has manufactured and marketed the specific goods covered by this Bidding Document, for at least one (1) years.</p> <p>(d) has received a satisfactory GMP inspection certificate in line with the WHO certification scheme on pharmaceuticals moving in International Commerce from the regulatory authority (RA) in the country of manufacture of the goods or has been certified by the competent authority of a member country of the Pharmaceuticals Inspection Convention(PIC), and has demonstrated compliance with the quality standards during the past two years prior to bid submission;</p> <p>(e) has a valid Certificate of Pharmaceuticals Product (COPP) as recommended by the WHO for each product code offered.</p> <p><b>Note: WHO GMP and COPP should be valid on the date of bid opening.</b></p> <p>(ii) that, in the case of a Bidder offering to supply Goods under the Contract that the Bidder does not manufacture or otherwise produce,</p> <p>(a) that the Bidder has been duly authorized by a manufacturer of the Goods that meets the criteria under (i) above to</p>

	<p>supply the Goods in the Purchaser's country; and</p> <p>The Bidder shall also submit the following additional information:</p> <ul style="list-style-type: none"> <li>(a) a statement of installed manufacturing capacity duly certified by Chartered Accountant.</li> <li>(b) copies of its audited financial statements for the past three fiscal years;</li> <li>(c) details of on-site quality control laboratory facilities and services and range of tests conducted;</li> <li>(d) list of major supply contracts conducted within the last five years.</li> </ul>
<b>7.1</b>	<p>The Bidder shall submit the following additional documents in its bid:</p> <p>Bidders who are not primary manufacturers should provide evidence that their product conforms to the quality standards of the primary manufacturer and they have the capacity to supply the specified quantities. A-primary manufacture is defined as a company that performs all the manufacturing and formulating operations needed to produce pharmaceuticals or nutritional supplements in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling, and quality testing. The Bidder shall furnish a certificate from the competent Regulatory Authority (RA) that the manufacturer is licensed to manufacture the Goods offered.</p> <p>The following details shall also be provided by Indian Bidders:</p> <ul style="list-style-type: none"> <li>a) Name, address, PAN. and Income Tax details(ward/circle where they are being assessed) of the Directors of the Bidding Company.</li> <li>b) Company's PAN and Income Tax details and ward/circle where it is being assessed,</li> <li>c) Registration details of the company under GST and other laws as may be applicable.</li> </ul>
<b>8.1</b>	<p>Alternative bids <b>shall not</b> be accepted. The bidder should not submit more than one bid for any Schedule.</p>
<b>9.1</b>	<p>The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract. Prices quoted by the Bidder shall be <b>"fixed"</b>.</p>

## **ANNEXURES**

### **ANNEXURE – A**

#### **Schedule of Requirement**

S. No.	Description of goods	Unit	Quantity
1.	Covid Vaccine (Storage condition is as per vaccine specifications in line with Clause 6 of conditions of contract, preferably 2-8 oC)	Per Person	20 Million population to be vaccinated

## **FORMATS**

- I. Information about bidder**
- II. Particulars of tender fee deposited**
- III. Particulars of EMD deposited**
- IV. Details of manufacturing units where the quoted drugs are to be manufactured**
- V. List of items for which bid is quoted**
- VI. Average Annual Turn over statement**
- VII. Declaration**
- VIII. List of Govt. organizations to which bidder is an existing supplier**
- IX. Bank Details of the firm**
- X. Letter of Authorization**
- XI. Sample BOQ**
- XII. Checklist**
- XIII. Pre Contract integrity pact**
- XIV. Sample Agreement**
- XV. Bank Guarantee format for Performance Security.**

**Format – I**

**INFORMATION ABOUT BIDDER**

1. Name of the bidding company/firm & CIN:
2. Type of company/firm: (Proprietorship/Partnership/Pvt. Ltd./Public Ltd./PSU etc.)
3. a. Whether the firm/company falls in SSI/MSME category: Yes/No  
b. If MSME, State in which it is registered as MSME:
4. A brief history of Inception and development:
5. Corporate address of Bidder:
6. Participating in tender as: Manufacturer/Importer/Both
7. Average annual turnover (Last 3 years) of the firm: \_\_\_\_\_ (Based on Information submitted in Format –VI)
8. Approximate annual turnover in Govt. business:
9. Approximate annual turnover of domestic trade:
10. Approximate annual turnover of export:
11. No. of own manufacturing units in India:
12. No. of Manufacturing facilities abroad:
13. Have Own R & D/F & D: Yes / No. If Yes,
  - a. Location:
  - b. No. of Scientist engaged: \_\_\_\_\_
  - c. Approximate annual spent on R &D
14. Name, Designation & contact detail (including mobile/phone no.) of the authorized person for submitting bid and signing contract.
15. Name & Designation of the person authorizing:
16. Name and contact detail of Owner/Managing Director of the company:
17. E-mail address of Bidder for correspondence:  
(**Note:** All the correspondences related to this tender shall only be made on this e-mail)



**Format – II**

**PARTICULARS OF TENDER FEE DEPOSITED**

(To be submitted along with technical bid)

- i) Reference No. of Bid:
- ii) **Particulars of Tender fee:-**
  - a) RTGS/e- Transfer Reference No. \_\_\_\_\_
  - b) Date on which transfer made\_\_\_\_\_
  - c) Transferred Amount Rs-----only.
  - d) Name and address of Bank through which transfer made-----
  - e) Name and address of the bidder:
- iii) PAN No:  
(Copy of PAN card duly attested by the bidder under his seal and signature to be submitted.)
- iv) GST No:  
(Copy of GST certificate duly attested by the bidder under his seal and signature to be submitted)

\_\_\_\_\_  
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE  
NAME\_\_\_\_\_

DESIGNATION\_\_\_\_\_

NAME OF THE FIRM/BIDDER\_\_\_\_\_

STAMP OF THE FIRM/BIDDER\_\_\_\_\_

**Format – III**

**PARTICULARS OF EMD DEPOSITED**  
(To be submitted along with technical bid)

- i. Reference No. of Bid:
- ii. **Particulars of EMD submitted:-**
- iii. RTGS/e- Transfer Reference No. \_\_\_\_\_
- iv. Date on which transfer made \_\_\_\_\_
- v. Transferred Amount Rs. -----only(Rupees.....only).
- vi. Name and address of Bank through which transfer made-----
- vii. Name and address of the bidder:
- viii. PAN No:
- ix. (Copy of PAN card duly attested by the bidder under his seal and signature to be submitted.)
- x. GST No:
- xi. (Copy of GST certificate duly attested by the bidder under his seal and signature to be submitted)

\_\_\_\_\_  
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE  
NAME \_\_\_\_\_  
DESIGNATION \_\_\_\_\_  
NAME OF THE FIRM/BIDDER \_\_\_\_\_  
STAMP OF THE FIRM/BIDDER \_\_\_\_\_

**Format – IV**

**Details of Manufacturing Unit where quoted drugs are to be manufactured**

S.no.	Address of the manufacturing unit	License number	Validity of Manufacturing License	Validity of WHO-GMP	Regulatory approvals of the premises	No. of Technical person engaged		
						QA	QC	Prod

\_\_\_\_\_  
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

NAME OF THE FIRM/BIDDER \_\_\_\_\_

STAMP OF THE FIRM/BIDDER \_\_\_\_\_

**Format – V**

**List of item for which bid is quoted**

<b>Sl. No.</b>	<b>Item name</b>	<b>License number</b>	<b>Validity of License</b>	<b>First Date of approval of product</b>	<b>Reference page no. document submitted</b>	<b>Standard Batch size</b>	<b>Shelf life</b>	<b>Storage Condition</b>	<b>Deviation if any from the specification mentioned in tender*</b>

\* If bidder has not mentioned any deviation, it will be treated firm is accepting and fulfilling all the parameters and matching all the requirement/specifications/Terms.

\_\_\_\_\_  
SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

NAME OF THE FIRM/BIDDER \_\_\_\_\_

STAMP OF THE FIRM/BIDDER \_\_\_\_\_

**Format – VI**

**AVERAGE ANNUAL TURNOVER CERTIFICATE**

To  
Managing Director, APMSIDC .  
Plot No 9, Survey No 49,  
IT Park, Mangalagiri, Guntur Dist,  
Andhra Pradesh-522503

We hereby certify that **M/s** \_\_\_\_\_ (the name of participant in the tender) who is participating the tender for Supply of Drugs, called by APMSIDC Mangalagiri, vide Tender reference number.....has a Pharmaceutical manufacturing/Sales turnover given as below:-

Turnover in the year of 2018-2019: \$ or INR.

Turnover in the year of 2019-2020: \$ or INR.

Turnover in the year of 2020-2021 \$ or INR.

The above information is correct and true.

Office seal:

Signature

Name of Proprietor / Partner/Authorized Signatory of bidder  
with firm's rubber stamp/seal

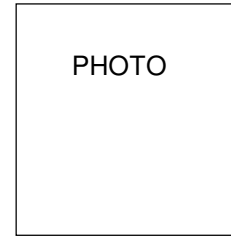
CERTIFIED BY CHARTERED ACCOUNTANT (CA)/ CERTIFIED PUBLIC ACCOUNTANT (CPA).

Name of Chartered Accountant/ Certified Public Accountant (In capital letter):

Regd. No. of Chartered Accountant/ Certified Public Accountant: \_\_\_\_\_

NOTE: The turnover of other than participant will not be accepted. Audited balance sheet & profit & loss statement for last three years (Self attested & Certified by CA/CPA shall also be enclosed as proof of the claim) shall also be enclosed as proof of the claim). For the year 20-21, Provisional financial statements shall also be considered.

**FORMAT -VII**  
**'Notarized on Rs. 100/- Non Judicial stamp paper'**  
**DECLARATION**



I,.....S/o.....  
R/o..... do  
solemnly affirm:

That my Firm/Company/Corporation/LLP is participating in tender no .....of MD, APMSIDC, Mangalagiri and I am executing this declaration for myself and on behalf of my Firm/Company/Corporation/LLP.

1. That my Firm/Company/Corporation/LLP and it's Proprietor or any of its Directors/Partners/Authorised signatories has not been convicted under the provisions of Drugs and Cosmetics Act and Rules there under, Drug (Prices Control) Order or any other law related to quoted drugs/items by any Court of India. I shall inform the APMSIDC immediately, if there is any conviction from aforesaid any authority.
2. That my Firm/Company/Corporation/LLP is not under blacklisting/ debarring by any Tender Inviting Authority, APMSIDC for any reason or by Central Govt./any State Govt. or organizations/agencies there under on grounds of Drug Quality/Regulatory non compliance issues.
3. In case of exemption of my Firm/Company/Corporation/LLP from payment of Earnest Money Deposit by a Govt. order, I undertake to pay the said sum without any demur on receipt of demand issued by the Tender Inviting Authority.
4. That, the rates quoted are not higher than the rates quoted to other Government/Semi-Government/Autonomous/Public Sector Hospitals/ Institutions/ Organizations situated in India in the same financial year and also not higher than the prices notified by National Pharmaceutical Pricing Authority under Drug (price control) order. In case my firm/company/Corporation/LLP decides to sell the same drugs at lower prices, to Central Govt. or any State Government or their organizations/agencies, the same will be intimated to APMSIDC immediately and the contract shall be revised accordingly.
5. That the information given by me in this tender form is true and correct to the best of my knowledge and belief and I am aware of the 'Tender Inviting Authority's' right to forfeit the Earnest Money Deposit and/or Security Deposit and blacklist my Firm/Company/Corporation/LLP, if any information furnished is proved false.
6. That I have read the terms and conditions of the tender and I and my firm/Company/Corporation/LLP agree to abide by these terms and conditions and other guidelines issued in this regard.

**DATE:**

**Signature:**

**Name:**

**Designation:**

**SEAL:**

**Note:** Letter of Authorization to sign the tender document/related papers/deeds are to be enclosed with this undertaking.

## **FORMAT – IX**

### **LIST OF ORGANIZATIONS TO WHICH BIDDER IS AN EXISTING SUPPLIER**

Sl. No	Organization Name and address	No. of Item under Contract	Whether blacklisted/Debarred for any drug. (If yes, Names of the item)
1			
2			
3			
4			
5			

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

NAME OF THE FIRM/BIDDER \_\_\_\_\_

STAMP OF THE FIRM/BIDDER \_\_\_\_\_



**FORMAT – X**

**BANK DETAILS OF THE BIDDER**

01	<b>Name of the Bank. Branch Name&amp; address. Branch Code No.  Branch Manager Mobile No.  Branch Telephone no.  Branch E-mail ID</b>	
02	<b>9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.</b>	
03	<b>IFSC code of the Branch</b>	
04	<b>Type of Account (Current / Savings).</b>	
05	<b>Account Number (as appear in cheque book)</b>	

(in lieu of the bank certificate to be obtained, please **attach the copy of original cancelled cheque** issued by 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 for reasons of incomplete or incorrect information, I shall not hold M/s. Andhra Pradesh Medical Services & Infrastructure Development Corporation. (APMSIDC) responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a bidder /successful bidder.

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.

Bank Seal with address.

Signature of the authorized  
official of the bank.

-----

**FORMAT- XI**

**Letter of Authorization**

**POWER OF ATTORNEY FOR SIGNING OF BID**

Know all men by these presents, We, \_\_\_\_\_ (name of the firm/company/LLP and address Of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. \_\_\_\_\_/Ms \_\_\_\_\_ (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is presently employed with us/ the Lead Member of our Consortium and holding the position of \_\_\_\_\_, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in

our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental hereto submission of our bid for procurement of Drugs in Andhra Pradesh Medical Supplies Corporation Limited (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ meetings and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including but not limited to the Agreements and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the procurement of drugs. We hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF \_\_\_\_\_, 20.....

For

.....

(Signature)

Witnesses:

(Name, Title and

Address) 1.

2.

[Notarised

]

Accepted

.....

(Signature)

(Name, Title, all relevant Contact details and Address of the Attorney) Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *Power of Attorney should be executed on a non judicial stamp paper of appropriate value as relevant to the place of execution (if required under applicable laws).*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

## **FORMAT – XIII**

### **CHECK LIST**

The bidders are hereby instructed to upload the following documents as per the checklist and must mention the page numbers against each column of the checklist. The documents should be page numbered & arranged serially, self-attested, stamped by the authorized signatory and attested by public notary.

**Checklist sheet is mandatory to fill & the documents of technical bid should be arranged in accordance to checklist**

<b>S. No.</b>	<b>Description of the document</b>	<b>Yes/No</b>	<b>Page no.</b>	<b>Remarks</b>
1	Description of the bidder: Should include the information asked in <b>Format – I</b>			
2	Copy of e-Transfer Receipt for deposit of tender processing fee along with <b>Format – II</b>			
3	Copy of e-Transfer Receipt for deposit of EMD along with <b>Format - III</b> / Copy of exemption certificate.			
4	List of manufacturing premises at which quoted drugs are to be manufactured ( <b>Format – IV</b> )			
5	Copy of Valid GMP/WHO-GMP certificate issued by licensing authority			
6	Latest Non- Conviction Certificate issued competent authority within 6 months prior to publication of the tender			
7	List of items for which bid is quoted (As per <b>Format – V</b> )			
8	Copy of the Manufacturing/import licenses with validity & drugs approval proof of all items quoted. (The items quoted should be highlighted & drug code shall be indicated).			
9	COPP Certificate for the imported products			
10	60 days' production capacity (Dosage form/item wise) for all premises certified by Licensing Authority ( <b>This requirement is not for importers quoting for imported drugs</b> ).			
11	Average annual turnover statement ( <b>Format – VI</b> ) along with audited balance sheet.			
12	Acceptance of all terms & conditions in all Sections of Tender document. (Declaration as per <b>Format –VII</b> )			

S. No.	Description of the document	Yes/No	Page no.	Remarks
13	List of Govt. organization to which bidder is an existing supplier (As per <b>Format – IX</b> )			
14	GST registration certificate.			
15	Copy of firm's PAN card.			
16	Bank Details of the bidder. (As per <b>Format – X</b> )			
17	Letter of Authorization (As per <b>Format – XI</b> )			
18	Other documents for establishing eligibility of bidder			
19	Other document if asked by TIA			
20	Committed Quantity for APMSIDC ( <b>Format XVII</b> )			
21	Checklist as per <b>Format-XIII</b>			

*Note: Price bid has to be uploaded in the specific template in tender portal and shall not be included as part of the technical bid. Integrity pact & Agreement are not required to be submitted as part of the bid as the same would be required to be furnished by qualified bidders to whom contracts shall be awarded.*

## **FORMAT – XIV**

### **INTEGRITY PACT**

(To be given on letter head of the Supplier/bidder, as the case may be, duly signed by the authority having legal power of attorney to bind the firm/company)

1. This Integrity pact is a fidelity agreement between the Supplier (which include all their employees, agents and consultants etc. who are registered/seek registration or awarded/seek Contract(s)/Quantity Contract(s) (QCs) on one hand and **Andhra Pradesh Medical Services and Infrastructure Development Corporation** (hereinafter called APMSIDC) which includes all its employees/officials.

2. Under this Integrity Pact, it has been agreed, accepted and undertaken to use, practice and observe all the best, clean, ethical, honest and legal means and behavior maintaining complete transparency and fairness in all activities concerning Registration, Bidding, Contracting/Quantity Contracting and performance thereto. Neither the Supplier nor the Public Authority which include indenters, Purchase and inspection officials of APMSIDC shall have conflict of interest of any kind whatsoever nor demand or pay or accept any illicit gratification/bribe or hospitality or consideration/favor of any kind whatsoever and shall not use any corrupt practices including fraud, misrepresentation, misleading or forged/false documents, concealing/suppressing facts, undue pressures or influences from anyone (written or verbal/telephonic), bribery, rigging, cartelization, anti-competitive practices, collusion, which are not limited to, but also include the following:

- (a) **Collusive bidding:** Collusive bidding can take form of an agreement among tenderers to divide the market, set prices, or limit production. It can involve 'wage fixing, kickbacks, or misrepresenting the independence of the relationship between the colluding parties'. In legal terms all acts affected by collusion are considered void.
- (b) **Bid rotation:** In bid-rotation scheme conspiring tenderers continue to bid, but they agree to take turns being the winning (i.e. lowest qualifying) bidder. The way in which bid-rotation agreements are implemented can vary.
- (c) **Cover Bidding:** Cover (also called complementary, courtesy, token or symbolic) bidding occurs when individuals or firms/companies agree to submit bids that involve at least one of the following: (1) a competitor agrees to submit a bid that is higher than the bid of the designated winner, (2) a competitor submits a bid that is known to be too high to be accepted, or (3) a competitor submits a bid that contains special terms that are known to be unacceptable to the purchaser.

(d) **Bid suppression:** Bid-suppression schemes involve agreements among competitors in which one or more firms/companies agree to refrain from bidding or to withdraw a previously submitted bid so that the designated winner's bid will be accepted.

(e) **Market allocation:** Competitors carve up the market and agree not to compete for certain, customers or in certain geographic areas. Competing firms/companies may, for example, allocate specific customers or types of customers to different firms/companies, so that competitors will not bid (or will submit only a cover bid) on contracts offered by a certain class of potential customers which are allocated to a specific firm/company etc.

3. The party hereby agrees that he will not indulge in any such activity and will inform APMSIDC if any such activity is on. The party further agrees that he will not give any favour, bribe, speed money and gifts directly or indirectly to any employees, officials etc. of APMSIDC and will not commit any offence in contravention of relevant IPC/Prevention of Corruption Act or any Indian law in force.

4. The party hereby agrees that while canvassing order, they will not provide any inducement of the indenter, whether directly or indirectly including cash and non cash both pre, during and post procurement action and inform the APMSIDC if any such event is unfolding for which APMSIDC on assessment of the issue will refer the matter to the concerned administrative authority.

5. In case of failure or default in terms of this Integrity Pact the APMSIDC will be subjected to actions prescribed under the applicable Law of the Land, including penal actions and prosecution, while the Supplier will bear any or a combination of following penalties:

- (a) Cancellation of Contract/Quantity contracts(RCs)
- (b) Forfeiture of all securities and performance Bank Guarantees
- (c) Refusal to grant any kind of contracts/RCs for further period of 3 (three)years
- (d) Suspension and/or banning the business dealings for period upto 3 (three)years
- (e) Any other administrative or penal actions as deemed fit.
- (f) Action under IPC/Prevention of Corruption Act and other relevant laws of the country.

6. Agreed, accepted and signed on behalf of Supplier on this day and year mentioned below and handed over to the concerned office of APMSIDC forming integral part of all the affairs and transactions with and in relation to APMSIDC.

Signature on behalf of Supplier Firm/Company.....  
Name and designation/capacity of signatory.....  
Full address of the Supplier Firm/Company.....  
Seal and Stamp of the supplier Firm/Company.....  
Place: .....  
Date: .....

**FORMAT-XVI**

**Bank Guarantee Format for Performance Security**

To,  
The Managing Director,  
APMSIDC,  
Plot No 9, Survey No 49, IT Park,  
Mangalagiri, Guntur District,  
Andhra Pradesh 522503.

WHEREAS .....(name and address of the supplier)(here in after called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of drugs) (herein after called "the contract").

AND WHEREAS it has been stipulated by APMSIDC in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures),and

we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between APMSIDC and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....  
.....

(Signature of the authorised officer of the Bank)  
.....

Name and designation of the officer  
.....

Seal, name and address of the Bank /  
Branch



## FORMAT-XVII

### Committed Quantity for APMSIDC

S. No.	Name of item	Monthly Capacity in all shifts in nos.	Annual Production Capacity	Monthly supply Commitment to APMSIDC in nos.	Supply Commitment quantity during quantity contract period	Estimated Bid Quantity as per Annexure-A Schedule of requirement
1						
2						