



**JAWAHARLAL INSTITUTE OF POSTGRADUATE MEDICAL
EDUCATION AND RESEARCH (JIPMER)**

(Institution of National Importance under Ministry of Health & Family
Welfare, Govt of India)

Dhanvantri Nagar, Puducherry – 605 006

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TERMS AND CONDITIONS OF TENDER FOR SUPPLY OF DRUGS, DISINFECTING FLUIDS SURGICAL DRESSINGS AND MISC. ITEMS etc.. FOR THE INSTITUTE HOSPITAL – Jawaharlal Institute of Post Graduate Medical Education and Research, Puducherry – 605 006 FOR THE PERIOD FROM July' 2010 to June'2011 for which Tenders should be submitted online in prescribed form.

1. Notice is hereby given that tenders should be submitted through online in prescribed form on website www.tenderwizard.com/JIPMER for the supply of Drugs, disinfecting Fluids, Surgical Dressings and Misc. items etc., as specified in the attached schedule, to the Institute Hospital during the period commencing from July'2010 or such other date as may be specified and ending with 'June 2011'.

2. Intending tenderers should submit their tenders through online in prescribed form on or before **12.00 Noon** on **12.08.2010**

3. Tenders will be opened at **2.30 P.M.** on **12.08.2010**.

4. Every tenderer must go through the terms and conditions of tender carefully and understand them before submitting the Tender. No excuse that the conditions have not been read or understood will be entertained later.

5. The Schedule of Drugs, Disinfecting Fluids, Surgical Dressings and Misc. items etc., are attached in the list and give only the approximate estimated requirements of the Institute Hospital. There is no guarantee that the entire amount will be purchased.

6. (a) Original Manufacturers and Original Importers of Drugs only should quote their rates. Orders will be placed with the selected tender parties and payment will be made to them directly. **In case the selected company wants to supply and raise the bill through their authorized distributor, the name and address should be given while submitting the tender itself. Future correspondence will not be entertained.**

(b) Each supply and batch should be accompanied with photocopy of quality certificate from Government approved drugs testing laboratory. Failure to comply may lead to rejection of supply. First supply of the item should accompany with manufacturing licence/import licence mentioning the name of the item supplied.

(c) The strip and the package should clearly state the name of the manufacturer who has participated in the tender only. The appearance of names of other manufacturers is not permitted and may lead to the supply being rejected.

7. Rate should be quoted including all taxes and delivery charges. Revision of rates will not be allowed after opening the tender. No form C & D will be issued.

8. Rates should be quoted as per our specification The contract rates should include charge for the door delivery of the goods at the Dept. of Pharmacy – I Floor, JIPMER Hospital. Tenders not stipulating period of delivery with price variation clause and merely indicating that items will be supplied at present market rates and subject to prior sale conditions are liable to be rejected.

9. The rates quoted should be only in Indian Currency. Tenders in any other currency are liable to be rejected.

10. No Tenderer shall be allowed at any time and on any ground whatsoever, for any claim for revision or modification of the rate quoted by them during the contract period of one year from July 2010 to June 2011.

11. The prices quoted by the Tenderer shall not, in any case, exceed the controlled price, if any, fixed by the Govt. at the time of the supply of the articles to the Institute. If the price quoted is found to be in excess of the controlled price permissible under the Hoarding and Profiteering Prevention Ordinance, 1943, as amended from time to time. The contractor will specifically mention this fact in his tender along with reasons for having quoted such higher price. The purchaser at his discretion will in such cases exercise the right of revising the price at any stage so as to conform with the controlled price or the price permissible under the Hoarding and Profiteering Ordinance. This discretion will be exercised without prejudice to any other action that may be taken against the Contractor.

12. EMD amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) in the form of Demand Draft only should be deposited by all the participants without any exemption for small scale industries or DGS&D registered parties etc.,

a) Each tender should be accompanied by a deposit of Earnest Money of Rs.25,000/- (Rupees Twenty five thousand only). Deposits of Earnest Money should be in the form of Demand Draft drawn on any one of the Nationalized Bank payable in Puducherry. Payment of EMD by any other form/mode will lead to rejection of tender.

b) EARNEST MONEY DEPOSIT SHOULD NOT BE CREDITED TO ANY SPECIFIED HEAD OF ACCOUNT. EARNEST MONEY DEPOSIT SHOULD BE MADE IN THE NAME OF THE **ACCOUNTS OFFICER, JIPMER, PUDUCHERRY- 6**

c) No interest will be allowed in this Deposit. Tenders not accompanied by the Earnest Money Deposit in the form specified above will not be considered. The EMD of L1 to L3 firms will be returned after the contract period.

d) THE FIRM(S) WHICH FAILS TO SUPPLY TWO OR MORE TIMES DURING THE TENDER PERIOD THE EMD OF THE FIRM WILL BE FORFEITED TO THE GOVERNMENT, IN ADDITION TO THE RECOVERY OF RISK PURCHASE INVOLVED FOR THE ABOVE PURCHASE. FURTHER, THE FIRM WILL ALSO BE BLACKLISTED FOR 3 YEARS TO TRADE WITH THIS INSTITUTE. DETAILS OF FIRMS BLACKLISTED BY THE INSTITUTE WILL BE PUT UP IN THE INSTITUTE WEBSITE.

e) The tenderer shall deposit an amount equal to 5% of the aggregate value of the articles accepted likely to be procured during the tender period as Security Deposit. The quantities mentioned in the tender schedule may be increased or decreased at the discretion of the Director. Annual quantities for which Security Deposit has been made is in no case binding on the Director to order the full quantity.

13. Failure to execute the agreement within the contract period on the part of the successful tenderer or withdrawal of his tender after the intimation of acceptance of tender has been sent to him or failure to comply with the contract owing to any other reason will entail cancellation of his contract. The Earnest Money Deposit paid by him alongwith his tender will be forfeited to Govt. and he will also be liable for all damages sustained by the Director, by reason of such breach and ultimately paid by the Director for the items purchased at the current Market Rate. Such damages shall be assessed by the Director whose decision is final and the amount so assessed is recoverable. In the event of such amounts being insufficient, the balance may be recovered personally from the contractor from his properties.

14. The Security Deposit shall subject to the condition specified herein, be refunded to the Tenderer within three months after the expiry of the contract but in the event of any dispute arising between the Institute and the Tenderer, the Director shall be entitled to deduct out of the deposits or the balance thereof until such dispute is determined, the amount of such damages, costs, charges and expenses as may be claimed. The same way also be deducted from any other amount which may be due, at any time from the Govt. to the Tenderer.

15. Drugs etc. supplied to the Institute should be of good quality and the decision of the Director in this regard is final and binding on the Tenderer. If the Drug quality is not satisfactory and they do not meet the requirements, such as proper maintenance of cold chain, the same will be rejected and has to be removed by the Tenderer or by the Contractor from the Institute immediately after receipt of intimation at their own expenses. If it is not removed within four weeks from the date of the intimation letter, the supplies will be destroyed. The drugs will not be returned to the firm.

16. The Director reserves the right to reject the tenders or to accept the tenders and the supply of all the items or of only one or more of the items tendered for, in a Tender without assigning any reason for doing so.

17. The Director will be at liberty to terminate, without assigning any reason the contract either wholly or in part on One Month's Notice. The Tenderer will not be entitled to any compensation whatsoever in respect of such termination. The contracts shall also be renewed for a further period beyond the contract time in cases where such renewal is necessary.

18. The contract will be awarded to the successful tenderer for the supply of Drugs, Disinfecting Fluids and Surgical Dressings etc. for the specified period and the Tenderer shall supply on receipt of requisitions from the Director or some person authorized by the Director to do the same as and when necessary. **The supplies should be effected within 40 days from the date of issue of order. Further the firm should intimate to this office about the supply position within 14 days from the date of supply order. Failing which it would be considered that the firm is not interested in executing the supply against the order and the purchase order will be awarded to next lowest firm.**

19. Tenders should be submitted only for the Drugs, Disinfecting Fluids, Surgical Dressings and Misc. items etc., asked for. Substitutes/Equivalents should not be offered. In case the drug asked for is not available, the tenderers should notify against those items as 'NOT QUOTING'.

20. The Successful Tenderer may not sublet manufacture without the permission of Director.

21. If any of the Drugs, Disinfecting Fluids, Surgical Dressings, Misc. items etc. which the tenderer has failed to supply, it will open to the Director or to any person authorized by him on his behalf to purchase the said articles and to recover from the Tenderer the difference, if any, between the price of the Drugs and the price or prices payable under the contract to the Tenderer or the amount of EMD will be forfeited.

a). If a Tenderer fails to supply in time the ordered quantity of drugs within 40 days from the date of issue of the order, the order will be cancelled and the alternate procurement action will be taken and the difference in cost of (Minimum Rs.1000/-) will be recovered by way of adjustment against the Tenderer's pending bills or from EMD/Security Deposit made by the party with the Institute.

b). Tenderers should be prepared to accept orders subject to the clause for forfeiture of EMD/Security Deposit in the event of default in supplies or failure to supply within the stipulated period.

22. In case any difference of dispute arises in connection with this contract, all legal proceedings relating to the matter, shall be instituted in the court within whose jurisdiction of the purchasing officers voluntarily resides.

23. First supply of item should accompany with manufacturing licence/ Import licence mentioning the name of the item supplied. Otherwise item will be rejected.

24. Any attempt on the part of the Tenderers of their Agents to influence the department in their favour by personal canvassing with the officers concerned will disqualify them.

25. E mail/Hard copy quotations will not be considered.

26. SELECTION OF TENDERS WOULD VERY MUCH DEPEND UPON THE LOWEST NET RATE.

27. Prices quoted should be inclusive of all charges like packing, forwarding and duties, cess etc., which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply of delivery during the course of execution of the contract. The Sales Tax certificate as in the specimen should be produced along with Tender.

28. The Tenderer will invariably furnish the following certificate with their bills for payment.

“Certified that the goods on which Sales Tax have been charged have not been exempted from the Central Sales Tax Act or the State Sales Tax Act and or the rules made there-under and that the amount charged on account of Sales Tax on these goods are correct under the provision of relevant act or the rules made there under;”

Certified that we _____

_____ are registered under
Central Registration No. _____ for
purpose of Sales Tax.

29. Special conditions, of any of the Tenderers of those attached with the Tenderers will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.

SPECIAL CONDITIONS

1. All Drugs should conform to the standard required. I.P. denotes Indian Pharmacopoeia B.P. denotes British Pharmacopoeia, INF denotes Indian National Formulary. The drugs should also comply with the standards required under rule 124 of the Drugs Act 1945. Minimum content of active ingredients should not be less than the labeled amount at the time of delivery of drugs.

2. In case of Drugs with life :-

(a) Stock should be supplied to this Institute from the latest batch and such a stock should have a minimum life period of two years., depending upon the normal potency prescribed therefor.

(b) In the event of such drugs not being utilized within their life period, the firm should undertake to replace the unexpended stock by fresh stock without any extra cost.

(c) Firms should clearly mention the Brand name of the drugs, etc., offered by them under remarks column. The composition of the formulations wherever possible may be furnished.

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3. The firm should furnish copy of their latest manufacturing/Import Licence issued under Drugs Act with authenticated list of drugs approved under the licence.

4 (a). Tenderer should have WHO GMP Certification or Schedule M Certification for each of the drugs quoted & should enclose the same with the tender.

(b). Only firms with an annual turnover above 10 crores in the last year audited balance sheet will be permitted to participate. Necessary certification in proof of this should be provided in the form of audited balance sheet copy. However this condition (4(b)) will not be applicable for disinfectant fluids, surgical dressing, Narcotic items & Misc items.

5. The contract shall remain in force from July 2010 to June 2011 and the period of contract may be extended by one month, if necessary at the discretion of the Director.

6. (a) ONLY THOSE COMPANIES REGULARLY MAINTAINING SUFFICIENT STOCK AND READY TO SUPPLY THE QUOTED DRUGS SHOULD PARTICIPATE. SUPPLY SHOULD BE MADE WITHIN 40 DAYS FROM THE DATE OF ISSUE OF ORDER.

(b) Supplies made after the stipulated period may be accepted if required with penalty of difference in cost of the next highest firm.(Penalty for not supplying in time, risk purchase of minimum Rs.1000/- will be imposed if supply is accepted.

(c) Packing Slip containing full details about the contents like Quantity, Batch No., Expiry date etc. should be pasted on every parcel.

(d) As far as possible supply should be made from single or minimum number of batches. Separate batches should be packed in separate pack

(e) Ampoules should be supplied with aluminium files for breaking them. Each pack to contain 5 files.

7. Discount of free supply offered by the Tenderer shall not be considered. Tenderers desiring to offer discount on free supply may modified their offers suitably while quoting.

8. Intending tenders should submit the tender through on line in prescribed form on or before **12 PM** on **12/08/2010** on website www.tenderwizard.com/JIPMER.

9. The Tenderer will invariably inscribe in each supply as “**JIPMER SUPPLY NOT FOR SALE**” alongwith Batch No., Manufacturing Date & Expiry Date of Drugs. Otherwise item will be rejected. Delaying supply due to this reason will not be accepted.

10. The Validity of the Rates Quoted should be one year from

a) July '2010 to June '2011.

b) The Minimum Validity period less than one year will not be accepted.

11) **RATES QUOTED SHOULD BE ON DOOR DELIVERY BASIS ON FIRST FLOOR OF THE PHARMACY BLOCK.** COOLIE CHARGES IF ANY WILL NOT BE BORNE BY THE INSTITUTE. COOLIES SHOULD BE BROUGHT BY THE TRANSPORT AGENCIES WHENEVER REQUIRED.

12. Tenderers are expected to include an empty carton box of the drugs they have quoted for. Those without the sample boxes may be not considered in selection and it should be handed over to the Department of Pharmacy before the last date.

13. If the strip, tablets & ampoules are not visibly different in color, size and shape from the other tablets/capsules/ampoules quoted by the firm in this tender, the firm may not be selected, even if the price is lowest. Hence firms are requested to make sure the tablets/capsules/ampoules do not physically resemble each other. Failure to comply will lead to orders being placed to the next lowest firm and risk purchase (minimum Rs.1000/-) being levied.

14. During receipt of supply, if it is found that the tablets/capsules do not resemble the empty carton box which were submitted and are significantly different, the supply may be rejected and the order will go to L2 firm. The L1 firm will be required to pay difference in cost as penalty (minimum Rs.1000/-).

15. Quote only those items which correspond to the specification as per tender in composition, strength, packing, formulation and all other aspects, however in the absence of firms quoting the exact specifications, the Director reserves the right to select an item of required strength, packing which is closest to the specification found suitable for hospital use.

16. Delivery :-

i). Delivery must be completed within 40 days from date of the supply order.

ii) A penalty of Rs.50/- per day will be imposed for delayed supply subject to a maximum of 15 days for each items.

iii) The contractor has to send a letter addressed to the Director, JIPMER, Puducherry 605006 **with a copy marked to the Officer-in-charge of Pharmacy, JIPMER Hospital, Puducherry 605006** that they have received the supply order and intend to complete supply before the due date. This letter should reach the institute within 14 days from the date of the supply order. In case this letter is not received it will be assumed that the contractor cannot supply the items on time and the order will be sent to the next lowest firm. The difference in cost will be borne by the defaulter.

Others conditions relating to supply.

1. Each carton should contain only one drug belonging to each batch and should be packed separately. Supplies with two or more drugs packed in a single pack to save space will not be accepted.
2. Labeling on vials/ampoules/I.V. fluids and other items should be clear and legible. Labels should be well stuck to the container. If not, the supply may be rejected.

3. The proper address, phone numbers, fax numbers, email IDs and contact details of the firm as well as the local dealer/distributor should be clearly mentioned and any change of phone numbers notified.
4. Supplies should be marked to Officer-in-charge of Pharmacy, First floor. Pharmacy Block, JIPMER, Pondicherry 605 06 and should be door delivered to the first floor, Supplies sent on to-pay basis will not be accepted. Coolie charges if any will not be borne by the Institute. Coolies will be brought by the transport agencies whenever required.
5. Samples and empty carton boxes of the drugs are to be delivered to the **Pharmacy Office, First Floor, Pharmacy Block, JIPMER, Pondicherry 605 006** on weekdays (Monday to Friday) and between 2 P.M and 4 P.M. The messenger may request for a receipt from the person accepting the samples.
6. Samples and empty carton boxes of the drugs should be clearly labelled on the outside indicating the name and address of the company. A list of all the items for which samples have been sent should be enclosed. Companies not submitting samples and empty carton boxes of drugs will not be considered and no reminder will be sent.
7. Samples should be sent for all I.V. fluids, eye/ear drops, surgical dressings, plaster of paris and other items specifically indicated and should reach the Pharmacy Office before the last date. Those items for which samples are not received may not be considered in the selection process. All the tablets / capsules should be in strip packing & loose packing will not be accepted.
8. All I.V. fluids & eye/ear drops unless otherwise indicated should be supplied in FFS technology. The bottles should be well packed in sturdy boxes to withstand stacking. If packing is not satisfactory and the cardboard boxes flimsy, the supply will be rejected.
9. Bandages/POP bandages will be tested in the institute and only those items which are found of good quality and suitable will be included for selection. No reason will be given for rejection.
10. Proper maintenance of the cold chain during transport is essential. Packages received without proper cool packs and whose temperature is not within stipulated range will be rejected.
11. If the quality of the item(s) supplied found to be substandard no payment will be made even for the consumed quantity and the firm will be black listed.
12. IN CASE OF POOR QUALITY OF ITEMS SUPPLIED, THE NAME OF THE FIRM AS WELL AS THE DETAILS OF QUALITY CONTROL FAILURE WILL BE DISPLAYED ON THE WEB PAGE OF THE JIPMER HOSPITAL PHARMACY, AS WELL AS INTIMATION WILL BE SENT TO CDCSCO, DCGI & WHO-SEARO.
13. ANY VIOLATION OF TENDER NORMS MAY LEAD TO BLACK LIST THE FIRM BY THE INSTITUTE FOR 3 YEARS

JAWAHARLAL INSTITUTE OF POST-GRADUATE MEDICAL EDUCATION & RESEARCH, PUDUCHERRY – 605 006.

Name of Tenderer

Item Serial No. and specification of drugs as per the list enclosed with tender (generic items)	Unit	Pack size	Rate per unit inclusive of all Charges/taxes (Net rate)	Pack rate	Remarks

Note 1

1. Rate quoted should be F.O.R at 1 Floor, Pharmacy Block, JIPMER, Pondicherry – 6.
2. Tenders should quote firm rates. No condition like discount/free goods/additives will be accepted. If mentioned, company will be disqualified.
3. Rates should be according to unit asked for Specification & packing size of each product should be as per details given in tender. Any variation will result in the rejection of the tender.
4. Plea of clerical error, typographic error etc. committed by the tenderer would not be accepted, unless intimated prior to opening of price bid.
5. No correspondence will be entertained after opening of the price bid.
6. The rates quoted by the tenderers shall not in any case exceed the controlled price, if any fixed by Central/State government and Maximum Retail Price (MRP). In case a tenderer quotes such a rate he will be rejected and prevented from participating in the tender for next three years.
7. The rates quoted should be in Indian currency only. Tenders in any other currency are liable to be rejected.

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Note-I

If rate for any of the item is not quoted column should be left blank.

Note – II

Participation in the tender is presumed that the participant is accepting all terms and conditions of the tender.

Note – III

If above terms and conditions are acceptable you are requested to quote the rates only in the prescribed E-Tender form online.