

## TERMS & CONDITIONS FOR MEDICINE RATE CONTRACT

1. Manufacturer must adhere to the specified pack size and quantity mentioned in the enquiry. The quotation is liable to be rejected if different pack size and unit is quoted.
2. Quotation should be strictly as per our required specification/combination/strength and it should be clearly mentioned in the quotation. Quotation without specification/combination/strength will be summarily rejected.
3. The rate should be as per unit pack size mentioned in the tender.
4. 70% shelf life of medicines to be mentioned in the quotation.
5. The supply should be from the latest single batch with longer expiry.
6. Quotations from the manufacturers shall only be accepted. Manufacturers can indicate their institutional authorized distributors, name region wise to supply the medicine. More than one distributor for each region may be indicated along with the offer.
7. In order to ensure the required delivery schedule and also to improve the flow of the medicine the order shall be split between two bidders in the ratio of **60:40**  
The Purchaser reserves the right to place parallel contract on more than one supplier to ensure uninterrupted supply.
8. All split orders will be placed at the same rate corresponding to the lowest technically acceptable bid.
9. Copy of Analytical test report should be submitted along with each supply.
10. Material should be delivered to the following locations (stores unit) at BARC Hospital, Mumbai, Maharashtra /Kolkata, WB/Hyderabad & Manuguru, Telengana /Indore, MP /Kalpakkam, TN/ Vadodara, Gujarat and Mysuru, Karnataka.
11. Manufacturer shall indicate MRP of the product in the quotation. Offers received without MRP shall be summarily rejected.
12. In the event of all medicines not consumed well before four months of the expiry date, the same would be returned to the Manufacturer it shall be the responsibility of the Manufacturer to collect such medicines and also ensure for effecting free replacement of such medicines with maximum shelf life. If the Manufacturer is not able to replace the drugs with maximum shelf life, the purchase cost of medicines shall be refunded by the manufacturer. Manufacturer should take the responsibility of replacing slow moving items with fresh batch of same item with longer

shelf life as well as replace any damaged items, intimation would be given directly to manufacturer only.

**13.** If the delivery schedule is not adhered the rate contract may be short closed and manufacturer/distributor is liable to be penalized and excluded from future enquiries.

**14.** The drug may be sent for analysis periodically and testing charges to be borne by the supplier, if the drugs are found spurious, the same should be taken back at the supplier's own cost. The analysis will be carried out by the office of Drug Controller of India & if found spurious necessary action as deemed fit will be initiated by Drug Controller of India.

**15.** The drugs and medicines should comply with the standard specified in the current edition of USP/BP/IP /NF etc. The testing report and method of testing should be submitted in case of branded items (patent and proprietary medicines) along with the samples.

**16.** Compositions should be specified against each item quoted if the item is different from tendered specification

Package label should indicate:

- a) Name & Address of Manufacturer
- b) Packers or Distributors Name, if any
- c) Manufacturing License Number
- d) Date of Manufacturing
- e) Batch Number
- f) Date of Expiry

**17.** Wherever quotations are submitted for drug purchase (injection or syrup), if diluents is a part of the product then the same should be included in the bid and supplied.

**18.** In case of Third Party Agreement between manufacturer and marketer (recent one), documentary evidence for quoted Drugs & Medicines shall be furnished along with bid, if not the offer will not be considered (UNDER SPECIAL CIRCUMSTANCES).

**19.** Note: The Bidder Must Enclose A Photo Of Strip/Box Of The Brand Name Quoted Revealing All The Details Such As Manufacturer/ Marketer Name, MRP, Composition, Etc.

# **SPECIAL INSTRUCTIONS TO TENDERERS AND SALIENT FEATURES OF SOME OF THE IMPORTANT TENDERING CONDITIONS OF RATE CONTRACT**

## **1. OBJECT OF THE TENDER:**

- 1.1 This Tender is invited with a view to conclude Bulk Supply Contracts with the manufacturers of Pharmaceutical Items, valid for a period of **TWO YEARS** from the date of issue of contract for supply of Medicines and other Miscellaneous Items as specified in the purchaser's tender documents, required for the Hospital run/managed by Department of Atomic Energy, DAE Hospital, Govt. of India, BARC Hospital, Mumbai, Maharashtra /Kolkata, WB/Hyderabad & Manuguru, Telengana /Indore, MP /Kalpakkam, TN/ Vadodara, Gujarat and Mysuru, Karnataka.
- 1.2 Tenders in response to this invitation for tender, shall be submitted only by the Pharmaceutical Manufacturers and the tenders received from the Dealers/Distributors/STOCKIST, etc. will be liable for rejection.
- 1.3 All Companies quoting against this tender shall be of "WHO/GMP/ISO" certified. Copy of the certificate shall accompany the quotation.
- 1.4 The prices as applicable to Govt. Hospitals shall be quoted.

## **2. MODE/METHOD FOR SUBMISSION OF TENDER:**

- 2.1 The tenderers shall quote their prices for the items strictly as per the unit column indicated in this tender. Quotations submitted for a different unit size shall not be considered at all. In case, any of the TENDERERS submit their printed Price-List/Catalogue against this tender, such offers are liable for rejection. The prices quoted shall be valid for conclusion of the contract for a period of TWO YEARS.
- 2.2 The composition along with strength of the quoted drugs should be clearly mentioned in the quotations, failing which the offer is liable for rejection.

## **3. VALIDITY OF THE TENDERS:**

- 3.1 The tenders submitted shall be valid for a minimum period of **120 days** from the date of opening of the tender, and offers submitted with a lower validity period are liable for rejection.  
**In the event of acceptance of the offer for award of the TWO YEARS contract, prices quoted shall remain firm throughout the currency of contract.**

## **4. MANUFACTURERS LOCATED OUTSIDE PLACE OF DELIVERY:**

- 4.1 The offer of MANUFACTURERS will be considered only if they have already established their AUTHORISED retail outlet/branch/sales office/Authorised distributors near to the location of various establishment (indicated as consignee) from where supplies can be arranged by the successful TENDERERS in short notice, say, within a period of **45 days**. It is, therefore, mandatory for the outstation manufacturers to specifically indicate in their offer whether they have such a retail outlet/branch sales office near to our indicated location. If so, the name & address of their retail outlet/branch sales office along with telephone/telefax/mobile Nos/e-mail id should be specifically incorporated in their tender, failing which their offer will be liable for rejection.

## **5. METHOD FOR PLACING A CONTRACT/DRAWAL OF SUPPLIERS:**

- 5.1 Bulk Supply Contracts for supply of Drugs & medicines herein tendered out valid for a period of **TWO years** will be concluded only with the Manufacturers. Whenever the requirement for any of above items arises, a Purchase Requisition as per the sample format at Annexure-I of the tender document will be signed, faxed & e-mail followed with post confirmation copy sent to the successful Tenderer/Contractor by any one of the following officials of this Directorate, and based on such Purchase Requisition, the Contractor shall effect supplies to the stores at various Consignees specified in the Contract/Requisition within a maximum period of 45 days.
  1. REGIONAL DIRECTOR ( Various Units)
  2. Deputy Director P & S ( DPS MUMBAI)

3. PURCHASE OFFICER (( Various Units)
4. ASSISTANT PURCHASE OFFICER ( Various Units)

5.2 If for any administrative/procedural reasons a manufacturer is not in a position to accept and bulk supply contract from this directorate & authorizes this Directorate to place/conclude a contract with his distributor/dealer/stockist in various DAE units, he should indicate in his price offer the name & address, telephone/telefax/mobile Nos/e-mail id of such distributor/dealer/stockist. This Directorate may consider such a request for placing contract with the distributor/dealer/stockist nominated by the manufacturer. In such an event, it is a responsibility of the manufacturer to provide and undertaking from the distributor/dealer/STOCKIST along with his offer to the Directorate of Purchase & Stores (Various Units) stating that the said distributor/dealer/stockist shall supply the items based on the prices quoted by the manufacturer to this Directorate and that the Manufacturer is fully responsible for the quality and efficiency of drugs and medicines supplies.

5.3 Minimum quantity of each item that the bidder will accept to supply against each requisitions need to be indicated in their offer. In case nothing is indicated in the bid it will be presumed that any quantity requisitioned will be supplied.

5.4 Under any circumstances, the rate contract will not be awarded to your authorized Distributors / STOCKIST etc. **Contract will be placed on the manufacturer only and in special cases provision will be made, wherein the supply and billing can be done by the distributor / Dealer / Stockist**

#### **6. SUBMISSION OF SAMPLES:**

6.1 Wherever considered necessary, the purchaser during evaluation of the quotations, will call for samples of pharmaceutical items from the manufacturers and in such situation, the tenderers should submit samples free of all costs to this Department duly labelled / tagged with the contractor's name & address , DPS/MRPU tender number and due date within the time frame specified. The samples will not be returned. Failure to comply with these requirements will lead to liable for rejection of the quotation.

#### **7. DELIVERY SCHEDULE FOR SUPPLY OF DRUGS AND MEDICINES:**

In the event of conclusion of a contract, purchaser reserves the right to place Purchase Requisitions on "AS & WHEN REQUIRED BASIS" for supply within 45 days. In case of urgency, the suppliers will be telephonically advised to deliver the required drugs/medicines, in which case, delivery should be made immediately, i.e. within a couple of hours /one day from receipt of such telephonic advice from the Hospital authorities (Various Units) under intimation to this Directorate/or from this Directorate.

#### **8. DELIVERY TERMS AND PLACE OF DELIVERY**

8.1 The Pharmaceutical items covered by this tender are required to be delivered by the various Consignee all over India as indicated in Annexure. Material supplied against each requisition should preferably be from one batch and in any case not from more than three batches. Shelf life shall be maximum as specified for the item by the manufacturer. If this is not possible and the items with short shelf life are supplied, the purchaser reserves the right to accept or reject the such items. In case of acceptance such items shall be replaced by the contractor free of cost if the full quantity supplied could not consumed within expiry date.

8.2 Each carton/container/strip/bottles, etc. to be supplied to their Directorate shall be **EMBOSSSED/STAMPED with "FOR GOVERNMENT SUPPLY"**

8.3 If the supply is not made within time specified in the Purchase Requisition or **within 45 days** of receipt of Purchase Requisition whichever is later, then the Purchaser reserves the right to procure the drugs of similar nature from open market and the extra expenditure incurred will be recovered from the Supplier/Manufacturer along with administrative cost of 20% of the value of the Purchase Requisition.

8.4 In case the manufacturer of the requisition Pharmaceuticals item contracted for is to be discontinued, it is the responsibility of the manufacturer to intimate the Purchaser well in advance say 2 months, so that the

Purchaser can consider raising a requisition for quantities required for sufficient stock. The supplier shall also indicate equivalent product, if the item supplier refers to the manufacturer or to the authorized supplier in which case only equivalent product from the reputed manufacturer can be considered. which can be supplied for consideration of the Purchaser without any extra cost shall be submitted for approval of Department and issue of amendment.

8.5 Successful Bidders / Suppliers must always keep a reasonable quantity along with analytical test report to ensure to supply within 24 hours of telephonic order and confirmed by the Purchase Requisition.

8.6 If the medicine is not moving as expected, the supplier will be intimated well in advance i.e. four months, before the expiry date of medicine. It would be responsibility of the manufacturer to take back the item and communication will be made to them to replace the medicine with latest batch available or for refund.

8.7 A person / persons may be notified from various regions of the manufacturers for all official intimations.

## **9. WARRANTY:**

9.1 The drugs/medicines to be supplied shall be as per the formulations / standard approved / specified by the Drug Control Act and Food & Drug Control Administration Regulation or as per the regulation of any such statutory authorities. The contractor shall be held liable for the consequences of supplying any sub-standard or spurious and adulterated drugs and medicines not conforming to such Regulation / Act.

## **10. DRUG LICENCE:**

10.1 If the manufacturer of a particular Drug/Medicine requires the license from the Food & Drug Control Administration, and cases where price of a particular pharmaceutical product is fixed by the Drug Controller's order, the tenderers should furnish a certified copy of such license and also the prices fixed / approved by the Drug Controller.

10.2 A copy of analytical test report for each batch of Drugs and medicines based on the formulations submitted by the manufacturers and approval by Food & Drug Authority shall be submitted along with each lot of supply. In case the successful bidders/suppliers fails to submit the above document to the consignee along with the Drug/Medicines the supplies are liable for rejection. However, in case of acceptance purchaser will be free to get the analytical test done by any of the FDA approval laboratory and expenditure incurred towards getting such test carried out will be recovered from the contractor's bills.

10.3 The importer or manufacturer should submit a free Sales Certificate for the last five years for the product imported and the products should be freely available throughout the currency of the contract.

10.4 The tenderer should clearly indicate in his offer requirement of license if any, to be arranged by the Purchaser in respect of transportation of any specified categories Drugs and medicines from manufacturer/Distributors place to various Hospital/ Dispensaries stores.

10.5 All the items requiring cold storage and specific storage / transport conditions should be adhered to strictly and handed over to DPS stores/Other authorized personnel

## **11. FALL CLAUSE:**

11.1 It is a condition of this tender and that of the pursuant contract that the prices charged for the drugs & medicines, etc. supplied by the contractor shall in no way exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the currency of the contract. If at any time during the currency of the contract, the contractor reduces the

sale price of such stores or sells such stores to any other person/organization at a price lower than the prices chargeable under the contract, he shall forthwith notify such reduction or sale to the Regional Director, Purchase & Stores, Directorate of Purchase & Stores, Department of Atomic Energy, at the above address and price agreed to under the contract for the medicines supplied after the date of coming into force of such reduction/sale shall stand correspondingly reduced.

11.2 To comply with the above condition, the contractor shall furnish the following certificate along with his each bill for payment to the paying authority of this Directorate.

- a) "The price charged for the stores supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person/organization during the period till performance of all Purchase Requisitions placed during the currency of the Bulk Supply Contract is completed.
- b) If at any time, during the said period the contractor reduces the sale price of such stores or sells such stores to any other person/organization at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the Regional Director, Purchase & Stores, Department of Atomic Energy at the above address and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced".

## **12. PAYMENT TERMS:**

12.1 100% payment shall be made within 30 days after receipt & final acceptance of the contracted items by the consignee without any damage or loss and on presentation of the following documents to the paying authority.

- a) Bill in triplicate
- b) Advance Stamped Receipt for having received the payment
- c) Copy of the receipted delivery Challan from the consignee
- d) Certificate as per Clause 11.2 hereof (Fall Clause Certificate)
- e) Certificate towards payment of taxes

## **13. COMPENSATION FOR DELAYED DELIVERY SUPPLY:**

If the supplier / contractor fails to supply the ordered quantity of Drugs and Medicines against each requisitions within stipulated delivery period as per CLAUSE 7 the purchaser will recover from the contractor a flat rate of 2% of the value of delayed portion of supply per month or part thereof from the suppliers bill towards compensation for the delay subject to minimum of Rs. 200 per each requisition.

## **14. TERMS & CONDITIONS COVERING THE CONTRACT/SUPPLY:**

The contracts which are to be placed/concluded with the suppliers by this Directorate shall be governed by the General Conditions of all contracts and Special Conditions contained in the Booklet No. DPS-P.102.

14.1 Drugs and medicines that are supplied with short shelf life and could not be consumed before the expiry date against Purchase Order released shall be collected from various Unit Stores on Intimation against Credit note for the value of medicines issued by Various Store Personnel. Replacement of such medicines shall be at the discretion of the user with written communication. A copy of credit note shall be enclosed along with your bill and receipted copy of delivery challan, if replacement is made of the same medicine failing which credit note will be adjusted in your future bills or refund shall be made within 15 days from the date of intimation from our paying authority by way of crossed demand draft from any nationalised bank to be drawn in favor of Paying Authority of various units of DAE for the equivalent amount of credit note.

## **15. SECURITY DEPOSIT:**

15.1 The successful tenderers with whom an Bulk Supply Contract will be placed by this Directorate are required to furnish a Bank Guarantee for an amount not exceeding 10% of the value of the Highest Purchase requisition to be placed / the highest value of Purchase requisition by past experience for satisfactory performance of the contract, if they are not registered NSIC as an approved supplier. The Bank Guarantee shall be valid till the completion of supply of Drug & Medicines against all requisitions issued during the currency of the contract, with a minimum grace period of TWO months.

## **16. RIGHT TO TERMINATE THE CONTRACT:**

16.1 The Purchaser reserves the right to terminate the contract before its expiry, by giving one month advance notice to the contractor without assigning any reasons thereof.

16.2 The Director, Purchase & Stores, Department of Atomic Energy, reserves the right to place a contract with any bidder for any item/items and for any quantity of his choice, and also the right to place a parallel contract/contracts with more than one supplier to ensure uninterrupted supplies, and also reserves the right to accept or reject the lowest or any tender in part or in full without assigning any reasons thereof.

## **17. SPECIAL TERMS & CONDITIONS FOR SYRUPS, DROPS, POWDER, OINTMENT, OIL AND OTHER MISCELLANEOUS ITEMS.**

- a) Manufacturers must adhere to the specified pack size mentioned in the enquiry. The quotation is liable to be rejected if different pack size is quoted, wherever applicable.
- b) The rate for 'DROPS' should be quoted as per size mentioned in the tender.
- c) The packing of Syrups/Drops should be as per tender specifications only.
- d) The rate for powder quoted should be as per our tender specification only.
- e) The rate for ointment quoted should be as per our tender specification only.
- f) The rate for oil quoted should be as per our tender specification only.

## **18. NOTE:**

18.1 For evaluation of your offer, S.No. (Item wise) of tender and rate for unit as per TABLET/AMPOULE/VIAL/CAPSULE ETC., shall be strictly maintained NOT AS PER YOUR PACK SIZE. Please quote your rate only in the column provided in the tender.

18.2 Special basic rate applicable to Govt. Hospitals/institutions, only for required specification/combination/strength GST, PACK SIZE and BRAND NAME shall be clearly indicated.

18.3 The item quoted by the company should be available in the same brand in the open market for retail sale throughout India.

18.4 The following details also should be furnished by the company at the appropriate columns of the price bid or as and when called for.

- a) Generic name with detailed ingredients with strength complying IP/USP/BP.
- b) Trade/brand Name.
- c) Manufacturing unit of the product/valid manufacturing license or import license.
- d) Packing unit.
- e) MRP for the product.

- f) Special rate for R.C.
- g) The validity of the WHO/GMP for the product
- h) Latest ranking as per ORG-MARG Nielsen
- i) Market standing of the product in the 5 years.
- j) ISO 9000 certification
- k) Non conviction certificate issued by Duty Controller.
- l) Name of the minimum two Distributors

18.5 The following documents to be enclosed along with their quotation.

- a) Copies of purchase orders received with in five years from the other Central Government institutions.
- b) Copies of the -Performance Certificateø issued from the other Central Government institutions where the concerned firm has been already registered.

18.6 The following declaration should be submitted by the companies.

- a) I/We do hereby declare that there is -No Major Punitive Action taken/Contemplated against our firm by any Central/State Government. b) I/We do hereby declare that the products being applied by our firm for Registration are available in open market for retail sale of same brand in the southern region c) I/We do hereby declare that for inspection to be carried by DAE officials for all the manufacturing units located in the southern region.

18.7 The brands quoted by Manufacturer /Suppliers must have annual turnover of the same Brand of more than 25 crores and must furnish ITR for last five years , if required The firm should be a profit making business Unit.

18.8 Vendors must enclose Purchase Order copies as proof of supply of Medicines to CPSU Hospitals / Central Govt. Hospitals for a value more than 3.5 crores.

18.9 The brand quoted by Manufacturer / Supplier must be readily available in open market. Fifty Percent or more of the annual turnover shall be from the trading of these Drugs in Open Market i.e. exclusive of supply to Govt. Departments. A certificate from the Chartered Accountant with reference to sale in Open market of the above said Drugs should be submitted.



ANNEXURE I- SAMPLE FORMAT OF PURCHASE REQUISITION

Government of India  
Department of Atomic Energy  
Madras Regional Purchase Unit  
6<sup>th</sup> Floor Shastri Bhavan, 4, Haddows Road, Chennai-600 006

Ref. No

Date:

M/s í í í í í í í í í í í í í í  
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Sub:- Our Contract No. ----- dated ---- for the supply of -----

Please supply the following items in accordance with the terms and conditions stipulated in the subject contract at the quantity, price and other details as indicated below.

S.No	Description of Item	Quantity	Unit	Unit Rate	Total Price

This Purchase Requisition shall operate to create a specific contract between the contractor and the purchaser.

Price Terms: --  
GST --  
Delivery Period -- on or before ---  
Place of Delivery -- Asst. Stores Officer, Medical Stores, DAE Hospital, Kalpakkam ó 603 102  
Payment Terms -- Full payment will be made within 30 days from the date of receipt, inspection and acceptance at our site  
Composition -- The above item shall strictly confirm to the composition mentioned in the Rate Contract

Please acknowledge the Receipt

Yours faithfully  
-- s/d --  
Assistant Purchase Officer  
For and on behalf of the President of India

ANNEXURE - II

TERMS AND CONDITIONS:

1. RATE CONTRACT FOR A PERIOD OF TWO YEARS.
2. MANUFACTURER SHOULD MENTION MRP OF THE MEDICINE FOR WHICH THEY HAVE QUOTED. OFFER RECEIVED WITHOUT INDICATING MRP SHALL BE SUMMARILY REJECTED.
3. SAMPLE OF THE MEDICINE SHALL BE PROVIDED WHEN CALLED FOR.
4. SPLITTING OF QUANTITY SHALL BE AT, THE DISCRETION OF PURCHASER.
5. MEDICINES WOULD BE LAB TESTED FOR EFFICACY AND TESTING CHARGES TO BE BORNE BY YOU.
6. QUOTATION FROM MANUFACTURERS ONLY SHALL BE ACCEPTED. QUOTATION RECEIVED FROM DISTRIBUTORS SHALL BE SUMMARILY REJECTED.
7. THE SUPPLY SHOULD BE MADE WITHIN 45 DAYS FROM RECEIPT OF PURCHASE REQUISITIONS.
8. THE SAME BRAND OF MEDICINE FOR WHICH QUOTATION HAS BEEN SUBMITTED SHOULD BE AVAILABLE IN THE OPEN MARKET.