

General Terms and Conditions (Drugs)

1. The tenderer should invariably submit his tender in three sealed covers separately namely [1] Document Fee, [2] E.M.D. covers [3] Technical Supporting Documents Cover
2. **Document Fee and EMD COVER**
 - a. Payment as document fee should be made by DD only, payable at Gandhinagar at any schedule bank.
 - b. Payment should be made in favor of "Director, Central Medical Stores Organisation" Gandhinagar, Gujarat, India.
 - c. Payment made toward document fee will not be refunded
 - d. Non-payment of the document fee will make the tenderer liable for disqualifications.
 - e. The E.M.D. should be paid in form of Treasury Challan deposit under Revenue Deposit or by Demand Draft in favour of Director, C.M.S.O., Gandhinagar drawn on any bank in Gandhinagar or irrevocable Bank Guarantee stamped with adhesive stamp of Rs. 100/- issued by Schedule Bank. The Demand Draft should be issued by bank only, after date of advertisement of tender enquiry. The Bank Guarantee will be accepted in case where the amount of E.M.D. exceeds Rs.5000/- and such Bank Guarantee should be valid upto one year from the date of its issuance. E.M.D. in any other forms will not be accepted.
 - f. Non- payment of the EMD will make the tenderer liable for disqualifications.
 - g. Wrong/ Fraudulent data submission may lead to disqualification / debar. Please ensure that you furnish correct data.
3. Those tenderers who are exempted for payment of EMD must enclosed necessary documents like SSI Registration [Gujarat State] alongwith NSIC/DGS&D/CSPO Registration.
4. Those firms registered under small scale industries of Gujarat State and holding subsequent registration with CSPO/NSIC for the item under tender will be eligible for exemption from payment of EMD on submission of attested copies of their SSI & CSPO/NSIC/DGS&D registration certificates in EMD cover. Participants not covered under this category shall have to pay EMD compulsorily as prescribed, failing which the tender will be treated as rejected at the time of opening of Bid in such cases, Technical Bid as well as Commercial Bid will be ignored. Any basic document with regards to EMD will not be acceptable after closing time of tender.
5. **Technical Bid Submission**
 - (a) The technical bid submission should be done on the website only <https://cmso.nprocure.com>
 - (b) Envelopes containing the "Technical Supporting Documents", inclusive of the "Document Fee", "EMD Fee" to be submitted at the below mentioned address
Venue:
Director
Central Medical Stores Organisation,
"Aushadh Bhandar Bhavan"
Nr. Stamp Registration Building
"KH" Road, Sector-13/C,
Gandhinagar-382 016
 - (c) The envelope should be marked as "Technical Supporting Documents". It should be noted that no physical submission of technical bid and financial bid should be done.
 - (d) If the suppliers fail to submit the supporting documents offline within time limit, the bidder is entitled for immediate disqualification.

- (e) The bids should be submitted on or before the time stipulated in Tender notice at the website <https://cmso.nprocure.com>
- (f) The technical supporting documents in physical form may be submitted at the following address:

Directorate of Central Medical Stores Organisation

"Aushadh Bhandar Bhavan",
Nr. Stamp Registration Building,
'KH' Road, Sector-13/C, Gandhinagar.
Tel:- 079 23250770, 23250767
Fax:- 079 23220936

6. Commercial Bid Submission

- (a) The commercial bid submission should be done on the website only <https://cmso.nprocure.com>
 - (b) The bids should be submitted on or before the time stipulated in tender notice at the website <https://cmso.nprocure.com>
7. No tender will be accepted after prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of tenders is declared as a holiday by the Government, the last date of submission of tenders will be extended to the next working day.
8. The tenderer should read this document very carefully and comply with the instructions / terms / conditions therein. Any tender which does not confirm with the instruction / terms / conditions therein is liable to be rejected without any reference.
9. (a) The tender must be submitted only by manufacturer. However, delivery of stores shall be allowed by their authorized dealer. The tender submitted by authorized distributor or dealer will not be considered.
- (b) If manufacturer is not available for imported Drugs/Surgical/Diagnostic Kit, then authorized representative or dealer shall be allowed to quote the tender. But such authorized representative or dealer should be regular supplier of quoted product of that manufacturer for preceding two years from the date of opening of technical bid and authority letter (as per Annexure VIII) & valid import licence (where ever applicable) should be submitted along with tender.
10. The tenderer should confirm that the detailed specifications i.e. standard, composition, packing, minimum batch size, G.M.P. Certificate, W.H.O. G.M.P. of the items offered are strictly in accordance with the specifications shown in the Schedule. The tenderer must also mention the name of manufacturer in case of direct importers in Technical & Commercial. The tenderer should also note the terms & conditions particularly those relating to the delivery period, E.M.D., Minimum batch size, Payment terms, Penalty, Pre-dispatch sample testing, Rate Contract, replacement and Risk purchase in which no relaxation will be given.
11. (a) **For life saving drugs**, the manufacturer should have valid W.H.O. G.M.P. certificate or valid Certificate of Pharmaceutical Product (COPP) for individual product in the WHO format. In absence of such certificate, the tender is liable to be rejected. Unless the date of expiry is specially mentioned in the certificate, the validity of WHOGMP (COPP) certificate will be considered as two years from the date of issue, effect for foreign product where the tenders most affirm the date of validity.

- (b) For all drugs other than the life saving drugs the manufacturer should have valid GMP as per revised schedule 'M' or WHOGMP Certificate issued by respective F.D.C.A. or Certificate of Pharmaceutical Product (COPP) for individual product in the WHO format. Unless the date of expiry is specially mentioned in the certificate, the validity of GMP or WHOGMP (COPP) certificate will be considered as two years from the date of issue, effect for foreign product where the tenders most affirm the date of validity. No offer will be acceptable unless the tender is accompanied by requisite GMP or WHOGMP described above. Manufacturers not having valid GMP or WHOGMP Certificate are not entitled to submit tender. Under no circumstances submission of copies of renewal application / Challan for expired GMP or WHOGMP certificate will be considered in lieu of valid WHOGMP Certificate. **Conditional GMP e.g. "Suppose to follow GMP or WHOGMP" will not be accepted.**

The Certificate mentioned in above must include either the name of drugs or the category of drugs for which the GMP or W.H.O. G.M.P. is issued.

- (c) **In case of imported Drugs/ Surgicals/ Diagnostic Kit, valid Drug Manufacturing Licence, Product Permission, GMP or W.H.O.G.M.P. certificate of manufacturer, Labels and Product literature of all quoted product must be submitted along with the tender.**

12. **Marketing Data & Proof of Manufacturing Experience:-**

- (a) All the manufacturers for quoted items must have minimum preceding three years experience for manufacture (**after issuance of permission by concerned licencing authority**) & marketing of the quoted products on the date of opening of technical bid.
- (b) However, for manufacturer having preceding one year manufacturing & marketing experience under valid licence to use ISI mark or valid WHOGMP certificate for the quoted product on the date of opening of technical bid will also be considered.
- (i) If the tender is scheduled to open on 01-01-2007, the three years manufacturing experience is considered only if the first batch of quoted item is manufactured on 01-01-2004 or earlier to that date and should have continuous production till the date of opening of technical bid. The date of manufacture of first batch & its quantity must be clearly shown in the second column of affidavit which must be strictly in accordance with the Proforma shown in **Annexure-II**.
- (ii) In case where tender is to be submitted by authorized representative/dealer for imported drugs/surgicals/diagnostic kit should be a regular supplier of a quoted product of that manufacturer for preceding two years from the date of opening of technical bid and first date of imported quantity and year wise imported quantity and sale in India of that item duly supported by affidavit from importer.
- (iii) Discontinuance of production of quoted item after a single batch or no production thereafter will be considered as insufficient experience & the product will be disqualified. The manufacturer must therefore submit manufacturing data separately & year wise for at least preceding three years/two years/one year (whichever is applicable) with distinct quantity & value strictly in the said format.

- (iv) Director reserves the right to disqualify any offer if the total manufactured quantity shown in the affidavit is apparently insufficient in relation to the approximate purchases of last R.C.
 - (v) The year wise quantity manufactured / imported and marketed & its sales value must also be shown strictly as per the format in affidavit.
 - (vi) In addition to affidavit for production / import and sales, the tenderer has to furnish **C.A. Certificate (in original)** showing year wise production / import & sales for last three years/two years/one year (whichever is applicable) for the item quoted, otherwise offer will be rejected.
 - (vii) In case where item is required with ISI Mark, manufacturing and selling experience of product having ISI mark will only be considered. But, in such a case, certified copies of licence to use ISI mark for last one year as well as latest and valid licence are to be submitted with tender. The latest licence should be valid during the period of rate contract.
13. (a) The tenderer has to submit latest Commercial Tax Clearance Certificate. In case latest Commercial Tax Clearance Certificate is not issued by the authority then the tenderer will have to submit the available Commercial Tax Clearance Certificate and for remaining period they have to submit the challans of payment of Commercial Tax.
- (b) The rates quoted should be F.O.R. destination anywhere in Gujarat basis irrespective of value of order and inclusive of all charges such as packing, delivery, insurance, inspection, etc., per unit of packing as shown in the enquiry document. The rates shown against the item shall be presumed, in all cases, as the net price inclusive of all duties and sundries. No payment against any duties / delivery charges etc. will be considered under any separate heading under any circumstances. Octroi exemption certificate / Commercial Tax "D" form for, as applicable will be provided by the purchaser, on such request from the tenderer, after order has been placed by the concerned authorities. Tenderer will also have to guarantee for regular and timely supply of all the items.
- (c) For out state tenderer they can supply from Gujarat Depot provided they submit the following documents alongwith the tender.**
- (i) Valid Drugs License.
 - (ii) Commercial Tax No. & clearance certificate.
14. In no case, rates should be quoted anywhere except in Commercial Bid part. The tender will be summarily rejected without any further processing or reference if the rates are quoted or written at any place except at the relevant place in Commercial Bid part. In no case, rates for any item should be quoted in Commercial Bid part for which the technical details are not given or the items not quoted with details.
15. No conditional offer / quotation will be accepted. No variation in the terms and conditions of the tender, including deviation from standards / specifications / terms of supply will be accepted.
16. The quoted rates should be valid for **four** months from the date of opening of technical bid. Rates once quoted will be final and will not be allowed to be increased during the validity period under any circumstances and for any reason whatsoever.

17. The legible and certified copies of the following documents **MUST** be attached / annexed to **Part II (Technical Supporting Documents)**:
- (a) Valid Manufacturing licence & Product Permission (as the case may be), for imported products valid Manufacturing Licence & Product Permission of manufacturer (as the case may be);
 - (b) Valid Appropriate Drug Licence & Valid Import License for imported Products.
 - (c) Valid Narcotics / Explosives Licence. (if applicable).
 - (d) Valid (Good Manufacturing Practice) GMP as per revised schedule 'M' or W.H.O. G.M.P. certificate, for imported drug products valid GMP or W.H.O. G.M.P. certificate of manufacturer;
 - (e) Valid Registration certificate with C.S.P.O. / S.S.I. / TINY / COTTAGE / K.V.I.D.C. / N.S.I.C. / D.G.S. & D. (if applicable);
 - (f) I.S.O. certificate along with the declaration of manufacturer of the item in the location certified by I.S.O. in the prescribed format (if applicable);
 - (g) Valid I.S.I. certificate (if applicable;)
 - (h) Photo copy of **PAN** card (Permanent Account Number)
 - (i) Prescribed affidavit showing year wise production / import & sales for preceding three years / two years / one year (as the case may be) for items quoted **in original**.
 - (j) Higher price / Lower price certificate; as per **Annexure-III**.
 - (k) Non-conviction certificate (Recent)
 - (l) Latest Commercial Tax clearance certificate
 - (m) Affidavit regarding format of certificates. (**Annexure-IV**).
 - (n) Performance Certificate (Recent)
 - (o) **C.A. Certificate in original** showing year wise production / import & Sales of quoted items for preceding three years/two years/one year (whichever is applicable).
 - (p) Authority letter in prescribed format for imported items (**Annexure-VIII**).
 - (q) **ALL PHOTOCOPIES MUST BE SUBMITTED DULY CERTIFIED TRUE COPY / NOTRISED.**
18. The documents specified in general condition No.17 of Part I must strictly be **as per the format** wherever the format is prescribed in tender form or as prescribed by concerned authority viz. FDCA, ISI , Commercial Tax etc. and must be valid on the date of opening of tender. The documents of drug licence, C.S.P.O. registration, higher price / lower price certificate, non-conviction certificate, Commercial Tax Clearance Certificate are to be furnished with tender. Moreover proof of application for renewal or Challan thereof for above certificates will not be considered in lieu of valid certificate except in case of renewal of Drug Licence.
19. The tenderer must satisfy that they are in possession of the requisite permissions / licences / permits required for the manufacture / supply / sale / distribution of the items as per the specifications for which the offer is made. Failure to enter into contract if selected or to execute the purchase orders after entering into contract for want of

permission / license or due to non-supply of certificates / documents will be viewed seriously and will invite forfeiture of E.M.D. / risk purchase / disqualification for appropriate period without any further reference.

20. Before submission of any tender, the tenderer must verify that they have submitted all relevant certificates / permissions / documents in proper format alongwith tender. No intimation of missing documents will be given by this office. **No documents will be accepted thereafter and the tenders will be processed on the basis of available documents / certificates.** If the requisite documents are not submitted or even if submitted are not in proper format, the tender is liable to be rejected.
21. The tenders will be opened on the date, time & venue specified in tender notice and the tenderer or his authorized agent has the liberty to be present at that time. However, in unavoidable circumstances, the Director can change the date / time / venue of opening or open the tenders in the absence of tenderers or his agent at his discretion. In case the specified date is declared as holiday by the Government, the tenders will be opened on the next working day at the same time and venue specified in the tender.
22. (a) In the first instance only the "**Technical Bid**" (online) & envelope containing Technical supporting documents will be opened by any two officers from CMSO, Gandhinagar on the date of opening of the tender and taken into consideration for finalization.

Scrutiny of the Tenders will be done as per terms & conditions of the tender, Govt. Resolutions issued from time to time and guide lines given in the manual of office procedure for purchase of stores by the Govt. Departments issued by Industries & Mines Dept. Govt. of Gujarat. Scrutiny of the Tenders will be done by the following channel: Junior Pharmacist / Senior Pharmacist → Stores Purchase Officer (Drugs) → Deputy Director → Director.

Subsequently, the "**Commercial Bid**" (online) will be opened only of those tenderers whose Technical Bid satisfy the technical requirements of the tender and are otherwise acceptable. The "**Commercial Bid**" (online) will be opened by any two officers from CMSO, Gandhinagar.

(b) **Back out from tender at any interim level during tender processing:-**

Once the tender is submitted it will be the responsibility of the tenderer not to escape half way directly or indirectly by way of raising any problems:

23. The E.M.D. / Security Deposit shall liable to be forfeited in the following circumstances when the:
 - (a) Tender is rejected due to failure to furnish the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated documents.
 - (b) Party fails to sign the agreement for entering into contract in case the offer is accepted, due to any reason whatsoever.

- (c) Party fails to supply the goods / items as per the orders placed by either this organisation or by direct demanding officers within the delivery period so stipulated;
- (d) Party fails to replace the goods declared to be not of standard quality or not conforming to acceptable standards or found to be decayed / infected / spoiled before the date of expiry have to refund the cost of such goods.

ACCEPTANCE OF TENDER:

24. The tender is liable for rejection due to any of the reasons mentioned below:
- 1. Non-submission of tender within stipulated time.
 - 2. Submission of tender without Tender document fee.
 - 3. Tender supporting document not submitted in separate envelopes as per conditions and the envelopes are not superscribed with details of the tender enquiry and part enclosed.
 - 4. Non-payment of Earnest Money Deposit (if not exempted).
 - 5. Non-submission of required documents as shown in para 17 above.
 - 6. Conditional offers. Conditional and / or vague offers.
 - 7. Unsatisfactory past performance of the tenderer.
 - 8. Rates have been shown elsewhere than Commercial Bid part.
 - 9. Items with changes / deviations in the specifications / standard / grade / packing / quality.
 - 10. Rates are quoted in technical bid.
 - 11. Stamp paper is not as per statutory provisions.
 - 12. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
 - 13. Tender not filled up properly.
 - 14. Non-submission of authority letter in prescribed format for imported items.
25. (i) Director, C.M.S.O., Gandhinagar reserves the right to consider or reject any or all tenders or close the tender enquiry without assigning any reason, at any time, at any stage.
(ii) Main/ Parallel/ Substitute Rate Contract for procurement of stores will be fixed up as per G.R. No. MSP/102002/3342/JH, dated 06/11/2003 & dated. 04/10/2006.
26. The Director, C.M.S.O., Gandhinagar does not pledge himself to accept the lowest or any tender and also reserves the right to accept the whole or any part of the tender against any item at his discretion. The tender will be accepted if Director, C.M.S.O., is satisfied about the production, sale, quoted price, technical details, utility of products and past performance of tenderer.
27. Successful tenderers have to pay **security deposit** as specified by the organization in the agreement letter in the form of Treasury Challan Deposit under revenue deposit / Demand Draft in the name of Director, Central Medical Stores Organization, Gandhinagar drawn on any bank in Gandhinagar / irrevocable bank guarantee stamped with adhesive of Rs. 100/- valid for a period not less than **24 months** at the time of entering into agreement for the performance of the contract. Failure to pay security deposit and to execute the agreement within stipulated period shall invite disqualification of the tenderer for future quotations apart from forfeiture of E.M.D. and being liable for penalty as deemed fit by Director in relation to the tender under process. Security deposit

is payable by all the parties except by the undertakings and corporations of the Government of Gujarat which are exempted by Govt. The security deposits submitted in connection with the earlier contract and which are locked with those contract and which have not been released till date will not be considered and fresh security deposit separately for each item, must be submitted in such cases. The security deposit shall be refunded only after satisfactory execution of the contract and recovery of dues, if any.

28. Successful tenderers have to enter into agreement **within 10 days** for due performance of the contract. The agreement form sent by this Office should be stamped with adhesive stamp for the requisite amount, and signed before any Gazetted Officer of this Office or before a Ist class Magistrate or Justice of peace or Notary Public.

TERMS OF SUPPLY

29. The accepted tender (AT) holder / rate contract (RC) holder should supply the items **as per specifications and packing** approved by Director. Otherwise the stores will not be accepted and penal action will be taken against the AT/RC Holder. All supply orders issued by the indenting officers issued on or before the last date of the currency of the R.C. will have to be accepted by the R.C. Holder and the delivery for all such orders will have to be effected as per the Schedule specified in the order, even though the date of actual supply may fall beyond the last date of the R.C.
30. The AT/RC Holder must supply the drugs and other items of stores as per the standards of quality mentioned in second schedule of Drugs & Cosmetics Act, 1940 & respective pharmacopoeia. The stores must continue to confirm to the usual pharmacopoeial limits of potency, if tested at any time during its shelf life till its expiry date.
31. The packing and the labels of all the drugs or other items to be supplied under the order should be marked in English & Gujarati with the words: FOR THE USE OF GOVT. OF GUJARAT - NOT FOR SALE, U]HZFT ;ZSFZGF p5IMU DF8[v J[RF6 DF8[GCL\ . If the items are packed in packets which are then placed or repacked in a box / carton / sachet / bottle / foil, these words will be printed / marked on both the internal/ external packs and labels. The M.R.P. or any other price must not be printed or not to be shown anywhere either on external pack / box / carton/ foil or on internal packing.
32. All tablets and capsules except soft Gelatin Capsules must be embedded or printed with the word "GUJ" or "GJ" or "G".
33. **The expiry period of Drugs** and other items should not be less than two years unless prescribed under statutory provisions or schedule "P" in which case it shall not be less than the maximum prescribed under statutory provisions or Schedule "P" as the case may be.
34. In case where expiry period of drug/item is **upto two years**, it should not have lapsed the **1/6th of shelf life** at the time of delivery and in case where expiry period is **more than two years** it should not have lapsed **1/4th of shelf life** at the time of delivery. The stores which have already lapsed shelf life mentioned above will not be accepted. In case of vaccine, serum etc. Director, C.M.S.O., reserves right to accept the goods after getting the confirmation from the firm to take back the unutilized quantity. The stores with unpacked or in loose condition will also be not accepted under any circumstances.
35. **All containers** i.e. bottles, tins, cartons, tubes etc. must be secured with pilfer proofs seals to ensure genuineness of the products packed and the correctness of the contents.

"A" type plastic container should conform to IS:7803 (Part I): 1975 and Polythene plastic bag (Except for intravenous fluids) should conform to IS:10141 : 1982.

36. The A.T./R.C. Holder shall have to supply the material in the Original Company's packing which shall indicate packing details and other particulars as required under the statutory provisions. Inner and outer packing of boxes / cartons should be standard design as prescribed by the Director from time to time. The final packing of cartons of corrugated boxes shall be complying with IS:9313 : 1979 of November, 1980. Corrugated boxes having double wall 5 ply with maximum combined length 1275 mm or shall contain maximum gross contents 20 kg. A packing slip of 10" x 8" shall indicate clearly and legibly the name of the product, batch number, quantity, date of manufacture, date of expiry, gross & net weight, and consignee's name & address and other particulars as required (**Annexure-VI**). And also total quantity of the order should be supplied in single lot only. However in exceptional cases where value of stores is more than Rs.3 lakhs or quantity of cartons is more than 100 or truckload, supplied shall be allowed in more than one lot.
37. In the event of breakages or loss of stores during transit against requisition order the said quantity will have to be replaced by the A.T./R.C. Holder. The purchaser will not pay separately for transit insurance and the supplier will be responsible for the stores as soon as possible, but not later than 15 days from the date of arrival of stores at destinations notify the A.T. / R.C. Holder of any loss or damages to the stores that might / should have occurred during the transit.
38. **Quantity shown in column No.11 of Schedule is approx. tentative requirement of the item.** It may increase or decrease. The rates should not vary with the quantum of requirement. The tenderer must supply the quantity as ordered by Direct Demanding Officers or by this Organization during the period of Rate Contract.
39. **Delivery Period:** Unless specified in the tender or instructed by the Director, the maximum delivery period shall be six weeks. However, the Director may extend the delivery period in slabs of two weeks up to maximum of 12 weeks for orders of large quantity. For this purpose, the extension in delivery period shall be given as per the prevailing policy framed by Director, C.M.S.O. or the Concerned Purchase Order Committee. The maximum delivery period will be counted from the next working day after the actual date of posting the order.

Provided that the Director, may at his discretion, may procure 20% of the order immediately and balance quantity of the order within 4 weeks to meet any situation of exigency / epidemic / calamity.
40. **The minimum batch size** of which the delivery will be accepted as shown in the Schedule. In case, the aggregate of all the orders for which a particular batch is manufactured is less than the minimum batch size prescribed in Schedule, the minimum batch shall be limited to the aggregate of all the orders.
41. **The bills / invoices** are required to be submitted specifying the following details in appropriate places of the invoices:
 - a) No. and date of bills or invoice.
 - b) No. and date of drug licence.
 - c) No. and date of A.T. / R.C.

- d) No. and date of order.
 - e) Name and specification of item.
 - f) Name of manufacture & Model / Make / Brand.
 - g) Quantity.
 - h) Total cost; and
 - i) Other details like batch #, packing unit etc.
 - j) No. & date of challan (If supply made by challan)
42. The billing shall be in the name of the A.T. / R.C. Holder. The supplies shall be allowed by authorized dealer as per Rate Contract. Invoice shall be in the name of A.T. / R.C. Holder.
43. The A.T./R.C. Holder shall not charge C.S.T. /VAT, if concerned authority has exempted them. Further they cannot charge excess amount of Commercial Tax.
An amount of Commercial Tax as applicable to be shown separately in the bill/invoice raised. Further an amount of Commercial Tax so collected should be remitted to the Govt. within prescribed time limit, otherwise strict action will be taken against defaulters.
44. The A.T./R.C. Holder will not charge any Octroi and he should obtain Octroi exemption certificate from the purchasing authority/consignees.
45. The payment against supply of stores shall be made within 30 to 45 days from the date of receipt of the goods in good and acceptable conditions at the destination. However, no interest will be chargeable by the A.T./R.C. Holder, if the payment is delayed.
46. The payment of the bill shall be made after deducting Government dues, if any.
47. The payment of the bills shall be withheld in the following circumstances:
- a) The goods are found sub-standard or in non-acceptable conditions:
 - b) Breach of condition of any contract by the A.T./R.C. Holder.
 - c) Previous Government dues of A.T./R.C. Holder.
48. **Penalty:** Unless the penalty is waived by the Director, the A.T./R.C. Holder shall have to pay the penalty at the rate of ½ % (**half percent**) of value of stores per week maximum upto **10%** in the case the delivery of stores is not affected within the delivery period.
49. **The claim of price revision of finished goods under any pretext or reason, including the revision of duty / excise / cost will not be allowed at any stage after the last date of submission of the tenders.**

RISK PURCHASE

50. The risk purchase of the items ordered at the cost and risk of the party will be carried out when the party fails to:
- (a) Sign the agreement for entering into contract due to any reason whatsoever in case the offer is accepted.

- (b) Supply the goods / items as per the order placed by either this organization or by direct demanding officers in accordance with the main / parallel / substitute rate contracts, either during the prime / extended validity period or within the delivery period stipulated above:
 - (c) The Risk Purchase will be done at anytime after the delivery period is over.
 - (d) The Risk Purchase will be done from Main / Parallel or Substitute R.C. holder for undelivered quantity of the Stores & the Contractor shall be penalized to the extent of **10%** or difference whichever is higher.
51. Any monetary claim arising due to any of the terms and conditions of the tender / supply, including the difference arising due to risk purchase, will be recovered in the following manner:
- {a} From any pending bills of the party:
 - {b} From any security deposits of the party:
 - {c} If an amount at {a} & {b} is not sufficient to meet an amount of recovery of dues shall be recovered as arrears of land Revenue Dues under provisions of relevant act.
52. **Fall Clause:** Attention of the bidders is invited to the higher / lower price certificate and all the bidders / A.T. / R.C. Holder will have to abide by the terms strictly in accordance with those mentioned in that certificate. It must be distinctly understood that in case of supply to any institution / department at price lower than the contracted price within the period specified in the certificate will immediately invite the reduction in the rates of the contract.
- Breach of any clause of the certificate will be viewed seriously and action will be taken against the R.C. / A.T. Holder which may include forfeiture of E.M.D. / S.D., termination of the contract and disqualification from participating in future business.
53. **Standard Breach Clause:** The Director of Central Medical Stores Organization, shall in addition to his powers other clause to terminate this contract have power to terminate his liability there under of the time by giving one month's (or such shorter period as may be mutually agreed): notice in writing to A.T. / R.C. Holder of his desire to do so and upon expiry of notice the contract shall be terminated without prejudice to the right accrued to the date of the termination. However, if the Government decided to put an end to the business relations on breach of any conditions of the contract, no such notice shall be necessary and on event of Govt. deciding to terminate the business, and the Rate Contract shall stand terminated with immediate effect.
54. **Inspection:** Inspection shall normally be carried out in the premises of the consignee. If goods are offered for inspection in the factory premises all expenditure shall be borne by the A.T. /R.C. Holder. The entire store ordered shall have to be offered for inspection in open condition if required and the same shall be repacked in presence of inspecting team. All packing should be sealed and signed by inspecting authority and sent to the consignee without any extra cost within three days from the date of receipt of inspection note. Inspection charges, including the expenses for the experts, will be payable by the party as per the rates prescribed in the letter of agreement and as determined by the D.P.C / S.D.P.C. / S.P.C. from time to time.
55. **Warranty Clause:** The A.T. / R.C. Holder shall be subjected to the following warranty clause that the goods / stores / article sold to the buyer under this contract shall be of the

best quality to workmanship and shall be strictly in with the specifications and particulars contained / mentioned in the acceptance of tender and the contract / seller would continue to confirm to the description and quality of for period of the shelf life for the product and notwithstanding the fact that the purchaser (inspector) may have inspected and / or approved the said goods / stores / articles be discovered of the purchaser in that behalf will be final and conclusive the deteriorated and the decision of the purchaser will be entitled to reject the said goods / stores / articles or such portion rejections the goods /stores / articles will be at the sellers risk and all the provisions here in contained relating rejection of goods etc. shall apply. The contractor / seller shall if, so called upon to do replace within a period of month of such further period as may be extended from time to time by the purchaser in its discretion on an application made thereof by the contractor / seller the goods / stores / articles or such portion thereof is its rejected in by the purchaser and in such on even above mentioned warranty period shall be pay to purchaser such damages as may arise by reasons for the breach of the conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

56. **Sample Testing:** Sample of the material shall be collected by the drugs officer of the office empowered by the Director in the manner approved by the Director, and will be sent for testing to an approved laboratory. In case where the order is placed by Direct Demanding Officer, the sample will be collected by Drug Inspector of the district or any other officer empowered by him and will be sent for testing. The decision of the competent drugs control authority will be conclusive and final and binding to the A.T. / R.C. Holder. **In all supplies 1% of the supply value** shall be deducted towards handling & testing charges from the invoice.

If any item is found apparently spoilt / decayed / infected till the expiry date or in case of any compliant from C.M.S.O. / Direct Demanding Officers, the Contractor shall be liable to replace the unutilized quantity even if the sample is not tested.

57. **Pre-dispatch Testing of Samples:** The samples of stores to be supplied against this rate contract will be drawn by an authorized person so nominated by the Director, C.M.S.O., and tested at a laboratory approved and licensed by the Commissioner, FDCA and nominated by the Director, C.M.S.O. The goods will be accepted only if declared to be acceptable as per second schedule of Drugs & Cosmetics Act, 1940 & respective pharmacopoeia by the said laboratory; otherwise the supplier will have to take back the goods at his cost. The decision of the Director will be final and conclusive and no retesting will be allowed. It is further clarified that such pre-testing will be in addition to the sample testing described in para 56 and will be independent of the replacement / recovery provisions described in para 58. It is further clarified that wherever there is a difference in the report of the testing laboratory and that of the laboratory notified under the Drugs & Cosmetics Act 1940, the latter shall prevail to the exclusion of the former and no claim whatever based upon the former will be entertained.

58. **Replacement Clause:**

Note: This clause shall be applicable to sampling & testing under Drugs & Cosmetics Act, 1940 by notified Drugs Inspector & Govt. Analyst respectively.

If any stores supplied against the A.T./R.C. are found to be of **not of standard quality** on inspection and / or analysis by the competent authority, the contractor shall be liable to replace the entire quantity of the relevant batch within 4 weeks or make full payment of the entire consignment against the particular invoice, irrespective of the fact

that part or full quantity (batch) of the stores supplied may have been consumed. The decision of the Director, CMSO taken on the basis of the report of the competent laboratory regarding quality will be final and binding. The stock of any item, which has been declared, not of standard quality shall be withdrawn from all the indenters and will not be returned to the contractor but will be destroyed by the Organization and the contractor shall have no claim over such stores.

Moreover, looking to the time period lapsed in retesting procedure at Central Drugs Laboratory:-

- (i) The replacement as aforesaid will not be accepted where retesting is demanded by R.C. Holder, but only recovery will be done by issue of recovery order so that the questions of payment of replaced goods does not arise in case the sample is declared standard by Central Drugs Laboratory. The recovery order as aforesaid is revocable when the batch passes in retesting.

In case of retesting of substandard drugs, whenever the date of receipt of the test report of Central Drugs Laboratory, Calcutta declaring the batch as standard quality is close to the expiry of the batch, Director, C.M.S.O., can not hold the responsibility to use the unconsumed goods. Under such circumstances the R.C. Holder will have to replace the unconsumed goods either fully or partially as instructed by Director, C.M.S.O., and such decision of Director, C.M.S.O., based on (a) the duration of reuse and (b) quantity of unconsumed goods, will be binding on the R.C. Holder.

- (ii) The contractor shall have no claim over unconsumed goods, which shall be destroyed on the basis of result from Drugs Laboratory, Baroda or shall have no claim over value thereof.
- (iii) The contractor will not be liable for refund due to unconsumed stock which is very near (3 to 6 months as the case may be depending upon the quantity) to expiry date at the time of receipt of CDL Report. Refund of only consumed goods will be given in such cases.

Neither, claim for relaxation of replacement period nor for return of goods declared to be not of standard quality nor any request for acceptance of the replacement goods delayed after the delivery period (of 4 weeks), due to any reason whatsoever, will be entertained.

59. The period of the rate contract shall be approximately one year from the date of issuance of Rate Contract. However, the Director reserves the right to terminate the contract by giving one-month notice at any time at any stage and without any reason. The rate contract will be operated upto district level officers for those items where, yearly requirement is shown in column no.11 of schedule.
60. The Director may extend the rate contract, subject to the same terms and conditions. If found necessary to do so for a period not exceeding six months to which the contractor will have to abide. However, the extension for a period more than six months can be granted on mutual agreement by both parties.
61. The Rate Contract can also be terminated by the Director in the following circumstances:
 - 1) If the firm is debarred or disqualified or ceases to exist or convicted of any offence.

- 2) If the quality of the item to be supplied is found not up to the standard and multiple samples are found to be not of standard quality.
 - 3) If supply position of the firm is not satisfactory.
62. Whenever under this contract any sum of money is recoverable from the contractor & payable by the contractor to the Director of Central Medical Stores Organization, Gandhinagar or an officer empowered by him shall be entitled to recover such sum by appropriating in part of whole the Security Deposit paid by the Contractor, if a security being insufficient or if no security has been taken from contractor, then the balance of the total sum recoverable as the case may be deducted from the sum due to the contractor under this or any other contract (with the Director of Central Medical Stores Organization, Gandhinagar) and remaining balance due will be recovered as arrears of 'Land Revenue Dues'.
 63. The Director, C.M.S.O., or his authorized representative(s) shall have the right to inspect the factories of the manufacturer who have quoted the tender before accepting the offer quoted by them or before placing any order(s) or at any point of time during the finalization of tenders / tenure of R.C. and has also the right to reject the tender or terminate the R.C. / cancel the orders issued or not to reorders based on the facts brought out during such inspections & action deemed fit will be taken against them.
 64. The tenderer should submit statement of capacity of production as per **Annexure-VII**.
 65. For any clarification on any of the above conditions, tenderers may contact the officers **during 3 p.m. – 4 p.m.** on any working day. They may also meet the **Director / Deputy Director / Store Purchase Officer (Drugs)** with the prior appointment.
 66. As per Govt.'s prevailing purchase policy, a order / price preference shall be available to Gujarat based S.S.I. / TINY / COTTAGE Industries, registered for quoted items subject to providing required documents like respective registration certificate issued by concerned authority. For this purpose, a guide lines given by the Govt. of Gujarat, Industries and Mines Dept., resolution No.SPO/1095/2636 (97) CH, Dated 23/09/1997 & amended from time to time will be followed. In such a case the decision of DPC / SDPC / SPC shall be final and implemented forthwith.
 67. Documentary evidence for the constitution of the firm such as memorandum and articles of association, partnership deed etc. with details of name, address, telephone / fax no, e-mail address of the firm and of the Managing Director / Partners / Proprietor to be provided with the tender.
 68. Authorization letter nominating a senior responsible officer of the company with authority to transact business also to be provided with tender.
 69. The tenderer shall submit a checklist (**Annexure-IX**) for list of documents enclosed with their page number. The documents shall be serially arranged as per Annexure and shall be securely tied or bound. The list of items quoted shall be clearly marked in the copy of product permission with a marker pen.
 70. The jurisdiction of any dispute will be Gandhinagar or Ahmedabad.
 71. For all items which covered under the definition of Drugs & for all procedures of tender & finalising the tender, the provision of Drugs & Cosmetics Act, 1940 & Rules thereunder shall be applicable & considered final.

ANNEXURE - I
Verification, Undertaking, Checklist & Documents

From: M/s. _____ No. _____

To: The Director,
Central Medical Stores Organization,
'Aushadh Bhandar Bhavan',
Nr. Stamp & Registration Building,
"KH" Road, Sector-13/C,
Gandhinagar-382 013.

Sub: Supply of Drugs / Medicine / Surgical goods etc.

Ref: Tender Enquiry # _____

Sir,

I/We enclose the priced tender form duly signed & Stamped. Necessary documents are enclosed herewith (in order in which are mentioned). The rates quoted against each item are inclusive of excise duties and other charges. I/We shall abide by all these conditions. I/We hereby undertake to supply the goods to the consignees as per the terms of the A.T./R.C.

I/We verify that the copies of the certificates / documents attached herewith are authentic true copies of the original certificates / documents and I/We undertake to produce the original certificates / documents for verification on demand. I/We undertake to supply the attested copies of certificate / documents required at the time of signing the letter of agreement if my/our offer is accepted.

I/We verify that I/We are in possession of the requisite licenses / permits required for the manufacturer / supply / sale / distribution of the items and further verify that the said licenses / permits have not been revoked / cancelled by the issuing authorities and are valid as on date. I/We also verify that I/We have not been blacklisted / debarred / stopped from supply of the items quoted in the Tender Enquiry by any Government Department / Organization / undertaking in India.

I/We also take cognizance of the fact that providing misleading or questionable information or failure to furnish correct or true information to you or any other Direct Demanding Officer or failure to comply with any contractual requirement laid down by you / them will be considered as a serious breach of the terms and conditions of the tender and will invite disqualification and other penal action as deemed fit by the Government / S.P.C. / S.D.P.C./ D.P.C./ C.M.S.O.

Thanking you,

Yours faithfully,

Date: _____

ANNEXURE – III

HIGHER PRICE / LOWER PRICE CERTIFICATE

1. I/We _____ hereby certify that the prices quoted by us in Tender Enquiry # _____ are not higher than the prices:

- {a} charged by us to wholesalers or for institutional supplies;
- {b} allowed under D.P.C.O. for wholesale / institutional supplies {where applicable}.

2. I/We further certify that I/We have not supplied or quoted for any item in Tender Enquiry # _____ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of 180 days preceding the last date of submission of the tender.

3. I/We hereby undertake that I/We will not supply or quote for any item in Tender Enquiry # _____ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of validity of the offer / rate contract.

4. I/We also undertake to bring to the attention of the Director any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of Director regards to the determination of quantum payable shall be final.

Date: {SIGNATURE & STAMP OF THE AUTHORISED SIGNATORY}

ANNEXURE-IV

{ FORMAT OF AFFIDAVIT FOR FORMAT OF CERTIFICATES }

{ ON STAMP PAPER OF Rs.20.00 & TO BE NOTARIZED }

I _____ .age _____ .
residing at _____ . in capacity of _____ M/s. _____
_____ hereby solemnly affirm that.....

1. M/s. _____ has submitted the following certificates
along with Tender Enquiry # _____ .

_____ .
_____ .
_____ .
_____ .
_____ .
_____ .
_____ .
_____ .
_____ .
_____ .

2. Although the above certificates are issued separately and not on the form incorporated in Tender document all of these certificates are exactly as per the format prescribed in Tender document and there is no variation either in language or contents, in any of these certificates from that shown in Tender document.

Whatever stated above is true & correct to the best of my knowledge & belief.

Date: **{SIGNATURE & STAMP OF THE AUTHORISED SIGNATORY}**

{SIGNATURE & STAMP OF THE NOTARY}

ANNEXURE-V

Central Medical Stores Organization, Gadhinagar.

1. All Glass bottles should be new neutral Glass.
2. Small Tablets Packed in blisters should be so packed to facilitate removal of the tablet without breaking/crushing.
3. All plastic containers should be made of virgin grade plastics.
4. All plastics jars above 450 gm./ml. should carry an inner plastic lid.
5. Packing should be able to prevent damage or deterioration during transit.
6. The medicines stored between 2° C to 8° C shall have to supply in thermocol box with Ice pack.
7. The Cap of bottles of preparation should not carry the name of the supplier.
8. The labels in the case of injectables should clearly indicate whether the preparations are meant for IV, IM, SC etc.
9. Only first use packing material of uniform size including bottle and vial is used for making supplies.
10. The tenderer must submit a test analysis report from a Government approved laboratory for every batch of drugs along with consignment.
11. All primary packing, containers should be strictly conforming to the specifications, included in the relevant Pharmacopoea.
12. In case a box of 100 Strips, 10 Strips should be packed with paper Strip / Cellopham / Rubber band.
13. For Oral dosage liquid preparation, a measuring cap must be provided with suitable markings.

ANNEXURE-VII

STATEMENT OF CAPACITY OF PRODUCTION

01. Name of firm : _____
Address : _____
Telephone /Fax /Mobile No. : _____
E-mail Address : _____
Name of responsible person to be contacted _____

02. The installed capacity of this firm is as follows:

Dry Tablets Vials
 Capsules Bottles

Wet Internal

(liquids and colloids)

Syrups Ampoules

External

Liquids

Creams Drops/Ointments

Ointments

Signature of the bidder: _____

Full Name (IN BLOCK LETTERS) _____

Note: Details are to be provided for one month's production capacity.

Sr. No.	Name of Certificate	Particulars	Validity
1.	Gujarat Commercial Tax No.		
2.	Central Sales Tax No.		
3.	Drug Manufacturing License No.		
4.	Whole sale Drug License No.		
5.	WHO GMP No.		
6.	State GMP No.		
7.	GMP Reg. No.		
8.	CSPO Reg. No.		
9.	SSI Reg. No.		

ANNEXURE-VIII
(FORMAT OF AUTHORIZATION LETTER FOR AUTHORIZED DISTRIBUTOR)
{IN ORIGINAL}
(IN CASE OF IMPORTED ITEMS)

I / We _____ hereby declare that...

1. M/s. _____ is our authorized distributor for our products in India from date _____ and they are authorized to quote and follow up on our behalf and the said agreement is valid in force as on date;

2. I/We undertake to supply the drugs / items for which the quotations of following items are submitted by M/s. _____ on our behalf in respect of Tender Enquiry # _____:

<u>Sr.No.</u>	<u>Item No.</u>	<u>Name of Item</u>
(1)		
(2)		

3. I / We have read all the terms and conditions of the tender enquiry and the same are irrevocably binding upon us till the expiry of the contract signed & executed on our behalf;

4. I/We shall notify the Director, C.M.S.O. immediately if there is any change in the agreement between M/s. _____ and me/us regarding authorized distributorship of our products and further undertake to supply the items quoted by the distributor on my / our behalf at the quoted in the tender enquiry in case of such a change of agreement.

5. This authority is applicable only for Tender Enquiry # _____.

Date:-

Signature of Authorized Signatory

CHECK LIST

(Only Page No, should be filled by Tenderer, Please do not tick mark in column Yes and No.)

(1) EMD in the form of D.D./BG shall be kept in envelope SSI/CSPO/NSIC/DGS&D/TINY/COTTAGE certificate for exemption.	Page No.		Yes		No		
(2) Copy of valid Drug Licence & renewal of Drug Licence	Page No.		Yes		No		
(3) Product permission	Page No.		Yes		No		
(4) Import License (if applicable)	Page No.		Yes		No		
(5) Affidavit of marketing Data (as per performa)	Page No.		Yes		No		
(6) C.A. Certificate for production & Sales	Page No.		Yes		No		
(7) Good manufacturing practices certificate (G.M.P.)	Page No.		Yes		No		
(8) WHO GMP Certificate	Page No.		Yes		No		
(9) Higher-Lower price certificate	Page No.		Yes		No		
(10) PAN Card copy	Page No.		Yes		No		
(11) Non-conviction certificate from F.D.C.A.	Page No.		Yes		No		

(12)	Performance certificate from F.D.C.A.	Page No.	Yes	No	
(13)	Commercial Tax Clearance certificate (S.T.C.C.)	Page No.	Yes	No	
(14)	ISI Certificate (if applicable)	Page No.	Yes	No	
(15)	ISO Certificate	Page No.	Yes	No	
(16)	Registration Certificate with CSPO / SSI / NSIC / DGS & D	Page No.	Yes	No	
(17)	Affidavit of format of Certificates	Page No.	Yes	No	
(18)	Authorization letter to a Senior responsible Officer of the firm.	Page No.	Yes	No	
(19)	Constitution of the firm (memorandum, articles of association, partnership deed etc.)	Page No.	Yes	No	
(20)	Authorization letter for authorized distributor. (In case of Imported Items)	Page No.	Yes	No	
(21)	Undertaking & Verification of Documents as per Annexure I	Page No.	Yes	No	
(22)	Statement of Capacity of Production as per Annexure VII	Page No.	Yes	No	

IV. Bidding Schedules

<i>Document Fee</i>		
Furnish the Payment Details of Tender Document		
Sr. No	Description	Supplier Response
1.	Amount (Rs.)	
2.	Bank Name	
3.	DD No.	
4.	Branch Name	
<ul style="list-style-type: none"> Payment made toward document fee will not be refunded Non payment of the document fee will be make the supplier liable for disqualifications Wrong/ Fraudulent data submission may lead to disqualification, please ensure that you furnish correct data 		

<i>EMD</i>		
Furnish the Payment Details of EMD		
Sr. No	Description	Supplier Response
1.	Amount In Rs.	
2.	Bank Name	
3.	Branch Name	
4.	DD / Bank Guarantee No.	
5.	Date of DD / BG	
<ul style="list-style-type: none"> Payment should be made by DD / BG, DD should be payable at Gandhinagar at any schedule bank Payment should be made in favor of "Director, Central Medical Stores Organisation" Gandhinagar, Gujarat, India Payment made towards EMD will not be refunded unless bid is accepted Non payment of the EMD or insufficient amount of EMD will be make the supplier liable for disqualifications Wrong/ Fraudulent data submission may lead to disqualification, please ensure that you furnish correct data 		

<i>Technical</i>								
Item code	Name of Item	STD	Compositi on	Packing	Mfg by	Mfg at	Deviati on if any	Remarks

<i>Commercial</i>										
Icode	Name of the item	STD	Compositi on	Packing	Rates without applica ble VAT/ CST	VAT if appli cable (In %)	CST if applic able (In %)	Total Rates with applic able CST (with-out VAT)	Total Rates (in words)	Remarks
<p>Note:</p> <p>a) The above quoted rates are inclusive of Excise duty, Packing, Forwarding and Insurance charges F.O.R. Destination any where in Gujarat.</p> <p>b) I/We hereby confirm that the items quoted above conform to the composition/specification and packing as shown in the schedule.</p> <p>c) If CST / VAT is not applicable or exempted then enter “0” and specify in remarks column “No Tax” or “Exempted”.</p>										