

भारत सरकार/GOVERNMENT OF INDIA
अंतरिक्ष विभाग/DEPARTMENT OF SPACE
क्रय यूनिट- समूह 3/PURCHASE UNIT-Group3
इसरो नोदन कॉम्प्लेक्स/ISRO PROPULSION COMPLEX
महेंद्रगिरि/MAHENDRAGIRI – 627 133

विज्ञा.सं. एम.ई.वाई.60 202300045501 दि. 05/09/2023
ADVT. NO. MEY60 202300045501, Dt.05/09.2023

भारत के राष्ट्रपति के लिए और उनकी ओर से, क्रय व भंडार, इसरो नोदन कॉम्प्लेक्स (आईपीआरसी), महेंद्रगिरि निम्नलिखित के लिए ऑफलाइन विधा के माध्यम से निविदा आमंत्रित करते हैं: -

For & on behalf of the President of India, the Purchase & Stores, ISRO Propulsion Complex (IPRC), Mahendragiri invites Tenders through Offline mode for the following :-

क्रम सं. Sl. No.	निविदा सं. Tender No.	वर्णन / Description	मात्रा Qty.	निविदा शुल्क Tender Fee
1.	एम.ई.वाई.60 202300045501 MEY60 202300045501 [लोक निविदा-एक भाग/ PUBLIC TENDER- SINGLE PART]	एक वर्षों की अवधि के लिए दवाओं और इंजेक्शन की आपूर्ति के लिए दर संविदा। Rate Contract for Supply of Medicines and Injections for a period of One Year	173 मद/Items विविध मात्रा/Various Qty.	लागू नहीं/ NA

विशेष टिप्पणी/Special Note:-

कृपया ध्यान दें: यह एक वर्ष की अवधि के लिए दवाओं और इंजेक्शन की आपूर्ति के लिए दर संविदा करने का प्रस्ताव है। इच्छुक बोलीदाताओं [निर्माताओं/लाइसेंसधारी] जिनके पास मद (मदों) के लिए वैध विनिर्माण लाइसेंस है, को निविदा दस्तावेज में निर्धारित नियत तारीख से पहले निविदा नियमों और शर्तों के अनुसार अपना प्रस्ताव प्रस्तुत करना होगा। वितरक / एजेंट तब तक निविदा में भाग लेने के पात्र नहीं हैं जब तक कि दवा कंपनी द्वारा अधिकृत नहीं किया जाता है। ऐसे मामलों में, प्रस्ताव के साथ प्राधिकार पत्र प्रस्तुत किया जाना चाहिए।

PLEASE NOTE: This is a proposal for concluding Rate Contract for Supply of Medicines and Injections for a period of One Year. Interested bidders [Manufacturers / licensee] having valid manufacturing license for the item (s) shall be furnished their Offer, as per tender terms and conditions, before the due date stipulated in the Tender Document. Distributors / agents are not eligible to participate in the tender unless authorized by the pharmaceutical company. In such cases, authorization letter should be furnished along with the Offer.

- The Offer should be submitted in a sealed envelope duly super-scribing the following details on the envelope before the due date;

Quotation for Rate Contract for Supply of Medicines and Injections for a period of one year

Tender Enquiry No. MEY60 202300045501

Due on 26.09.2023 at 14.00 Hrs.

क्रम सं. Sl. No.	बोली प्रस्तुत करने की समय-सीमा Time limit for submission of Bid	बोली खोलने की तिथि Bid Opening date
1	दिनांक 26.09.2023 तक [14:00 बजे] Up to 26.09.2023 [14:00 Hrs.]	दिनांक 26.09.2023 [15:00 बजे] Date 26.09.2023 [15:00 Hrs.]

शुद्धिपत्र हमारे वेबसाइट ,यदि कोई हो तो ,www.isro.gov.in/ में मात्र प्रकाशित किया जाएगा।

Corrigendum, if any will be published in our websites: www.isro.gov.in only.

हस्ताक्षरित/Sd/-
क्रय व भंडार अधिकारी/ Purchase & Stores Officer
इसरो नोदन कॉम्प्लेक्स/ISRO PROPULSION COMPLEX
महेंद्रगिरि/MAHENDRAGIRI – 627 133

भारत सरकार
अंतरिक्ष विभाग
इसरो नोदन कॉम्प्लेक्स (आईपीआरसी)
महेंद्रगिरि पी. ओ. तिरुनेलवेली जिला - 627 133,
तमिलनाडु, भारत.
दूरभाष : 04637-281900
फैक्स : 04637-281 (Extn.)
फैक्स - प्रशा : 04637-281618
फैक्स - क्रय : 04637-281350
फैक्स - भण्डार : 04637-281567
फैक्स - लेखा : 04637-281547



Government of India
Department of Space
ISRO Propulsion Complex (IPRC)
Mahendragiri P.O., Tirunelveli District - 627 133,
Tamil Nadu, India.
Telephone : 04637-281900 (Operator)
Fax : 04637-281 (Extn.)
Fax-Admin : 04637-281618
Fax-Purchase : 04637-281350
Fax-Stores : 04637-281567
Fax-Accounts : 04637-281547

Ref. MEY60 2023000455

05.09.2023

M/s.

Dear Sirs,

Sub: Rate Contract for Supply of Medicines and Injections for a period of One Year – reg.

We hereby invite proposals for Rate Contract for Supply of Medicines and Injections for a period of One Year, Item Details, Specification, terms and conditions Details required to be submitted along with the Offer are given in Annexures.

PROCEDURE TO BE FOLLOWED BY TENDERERS

1. The major commercial terms i.e. Delivery Terms, Delivery Period, Payment terms, Validity of the offer, Warranty / Guarantee, Security Deposit, acceptance of Liquidated Damages clause, Technical Compliance Statement etc. should be clearly indicated in the Offer.
2. The price shall be quoted as per the format given in Annexure IV
3. Details solicited vide Annexures I, II, III, V & VI shall be duly filled and submitted along with your Offer.
4. The Offer should be submitted in a sealed envelope duly super-scribing the following details on the envelope.

**Quotation for Rate Contract for Supply of Medicines and Injections
for a period of one year
Tender Enquiry No. MEY60 2023000455
Due on 26.09.2023 at 14.00 Hrs.**



II. GENERAL:

1. The envelopes shall be duly sealed and super-scribed on the outside top of the envelope as mentioned above.
2. The general conditions of contract covering commercial terms and instructions to tenderers are enclosed with the tender document.
3. Bid security declaration as per Annexure VI shall be furnished along with the Offer.
4. Tender fee will not be applicable for this Tender.
5. You are required to confirm acceptance of our Standard Terms & Conditions in Annexure. If any of the terms and conditions are not acceptable on any specific reasons you may offer counter terms & conditions against each clause with adequate justifications for the same for our consideration. However, mere mention of such counter terms & conditions in offer does not mean its acceptance by Purchaser.
6. Liquidated Damages: Delivery period specified shall be the essence of the order. You are expected to deliver the items satisfactorily at our site on or before the delivery period indicated in the Supply Orders. Any failure to comply the same shall attract Liquidated Damages for the delayed period @ 0.5% (1/2%) of the order value per week, subject to a maximum of 10% of the order value of undelivered items. Please confirm your acceptance in the Offer.
7. Security Deposit: Wherever the ceiling price in R/C is more than Rs.5.0 Lakhs, the Vendor should furnish an interest free Security Deposit for Rs.10,000/- (Rupees: Ten Thousand) in the form Demand Draft / Term Deposit Receipt / Banker's Cheque / Bank Guarantee on Non-Judicial stamp paper of appropriate value, obtained from any of the scheduled / nationalized Banks, valid for a period of 60 days beyond completion of the Contract. The Security Deposit shall be furnished within 15 days of receipt of Rate Contract in the prescribed format. Please confirm your acceptance in the Offer.
8. Payment terms: Pro-rata payment shall be made within 30 days of receipt and acceptance of the items against each Supply Orders.
9. The envelopes should bear our full address and shall be addressed to;

Purchase & Stores Officer,
ISRO Propulsion Complex (IPRC),
Mahendragiri 627 133,
Tamil Nadu, India.

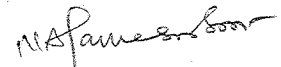
Your offer shall reach us in the enclosed Tender Form **ON OR BEFORE THE DUE DATE AND TIME i.e., on 26.09.2023 AT 14.00 HRS IST**. Tenders received after 14.00 hrs. IST on **26.09.2023** will be treated as the late and invalid offers. **The date of opening of Tender on 26.09.2023 at 15.00 Hrs. Late tenders will not be considered.**

Any quotation received in deviation of the above instructions and terms & conditions mentioned in the annexures shall be summarily rejected. Hence, please adhere to the instructions strictly and submit your quotation before the due date and time. If tenderers needs any clarification on the above subject may contact through e-mail id: spso@iprc.gov.in/psogroup2@iprc.gov.in/na priya@iprc.gov.in well in advance.

Note: E-mail offers shall not be accepted.

Encl: as above

Yours faithfully,



(N. Alamelupriya)

Purchase & Stores Officer
ISRO Propulsion Complex (IPRC)

भारत सरकार
अंतरिक्ष विभाग (अं.वि.)
इसरो नोदन कॉम्प्लेक्स
महेंद्रगिरि-627133
क्रय व भंडार



GOVERNMENT OF INDIA
DEPARTMENT OF SPACE (DOS)
ISRO PROPULSION COMPLEX
MAHENDRAGIRI - 627133
PURCHASE & STORES

फोन नं Ph No. 04637-281550,552,553,554 / Fax. 91-04637-246666, 281646 / ईमेल e-mail: spso@iprc.gov.in

निविदा आमंत्रण
INVITATION TO TENDER

मैसर्स
M/s

00000

हमारी संदर्भ सं

Our Ref. No.

MEY60 2023-000455-01

निविदा अंतिम तिथि

Tender Due at

14:00 hrs IST on 26/09/2023

महोदय

Dear Sirs,

कृपया निम्नलिखित मदों की आपूर्ति के लिए अनुलग्नक (फार्म सं. संलग्न) में उल्लिखित निबंधन एवं शर्तों के अनुसार संलग्न निविदा प्रपत्र में वर्णनात्मक सूचीपत्र/पैम्फलेट/साहित्य सहित हमारी संदर्भ सं. एवं अंतिम तिथि (मोटे अक्षरों में) ऊपर लिखते हुए अपनी मुहरबंद निविदा प्रस्तुत करें।

Please submit your sealed quotation , in the Tender Form enclosed here along with the descriptive catalogues /pamphlets /literature ,superscribed with Our Ref.No. and Due Date for the supply of the following items as per the terms & conditions mentioned in Annexure(Form No. DOS:PM:20)

क्र.सं. Sl. No.	विनिर्देशों सहित मद का विवरण Description of items with Specifications	इकाई Unit	मात्रा Quantity
1	4-CARBOXYMETHYLAMINO 4-AMINO DIPHENYL SULPHONE EAR DROPS	NOS	50
2	ACECLOFENAC 100MG+CHORZOXAZONE 500MG+PARACETAMOL 325MG TAB	NOS	1000
3	AFATINIB DIMALEATE 30MG TAB	NOS	1
4	ALBENDAZOLE 200MG/5ML SUSPENSION	NOS	100
5	ALBENDAZOLE 400MG TAB	NOS	500
6	ALUMNIUM HYDROXIDE+MAGNESIUM ALUMNIUM SILICATE+DIMETHICONE 50MG TAB	NOS	10000
7	AMBROXOL 10MG/5ML+GUAIFENASIN 25MG/5ML+TERBUTALINE 0.5MG/5ML PAEDRIATIC COUGH SYRUP	NOS	100
8	AMBROXOL 30MG/5ML SYRUP	NOS	50
9	AMINACRINE+CETRIMIDE CREAM	NOS	50
10	AMLODIPINE 5MG+BISOPROLOL 2.5MG TAB	NOS	500
11	AMLODIPINE 5MG+BISOPROLOL 5MG TAB	NOS	500
12	AMORPHOUS HYDRO COLLOIDAL GEL 15G	NOS	100
13	AMYL METACRESOL+DICHORO BENZYL ALCOHOL LOZENGES	NOS	3000
14	ANASTRAZOLE 1MG TAB	NOS	250
15	ASCORBIC ACID 80MG+ZINC 12MG+BACILLUS CLAUSII 2 BILLION SYRUP	NOS	100
16	ASPIRIN 150MG TAB	NOS	250
17	ASPIRIN 325MG TAB	NOS	500
18	ASPIRIN 75MG+ATORVASTATIN 10MG TAB	NOS	500
19	BACILLUS SUBTILLS 2MILLION CFU/5ML LIQUID POUCH	NOS	200
20	BACLOFEN 20MG TAB	NOS	250

21	BAMBUTEROL 10MG+MONTELUKAST 10MG TAB	NOS	100
22	BENEDIPINE HCL TAB	NOS	250
23	BENZOIC ACID+SALICYLIC ACID OINTMENT	NOS	100
24	BETHENACOL TAB	NOS	500
25	BISOPROLOL+HYDROCHLORTHIAZIDE TAB	NOS	250
26	BROMFENAC SODIUM+MOXIFLOXACIN EYE DROPS	NOS	50
27	CALCIUM CARBONATE 500MG+CHOLECALCIFEROL 1000 IU TAB	NOS	500
28	CALCIUM ORATATE 740MG+VITAMIN D3 2000 IU TAB	NOS	500
29	CAPECITABINE 500MG TAB	NOS	1
30	CETRIZINE 5MG/5ML SYRUP	NOS	40
31	CHLORAMPHENICOL EYE OINTMENT IP 1% W/W	NOS	100
32	CIPROFLOXACIN 0.3% EYE&EAR DROPS	NOS	200
33	COMPOUND SODIUM LACTATE INFUSION 500ML(RINGER LACTATE SODIUM FOR INJECTION)	NOS	200
34	DASATINIB 20MG TAB	NOS	1
35	DASATINIB 50MG TAB	NOS	1
36	DASATINIB 70MG TAB	NOS	1
37	DEXAMETHASONE 0.5MG TAB	NOS	5000
38	DEXTROMETHORPHAN 5MG LOZENGES	NOS	5000
39	DEXTROMETHORPHAN+PHENIRAMINE SYRUP	NOS	100
40	DEXTROSE INFUSION 5% W/V I.P 500ML	NOS	150
41	DEXTROSE INFUSION 25% W/V I.P 500ML	NOS	30
42	DICYCLOMINE 20MG TAB	NOS	1000
43	DICYCLOMINE HYDROCHLORIDE INJECTION 20MG/2ML	NOS	200
44	DIGOXIN 0.25MG TAB	NOS	50
45	DISPOSABLE SYRINGE WITH NEEDLE 10ML	NOS	1000
46	DISPOSABLE SYRINGE WITH NEEDLE 2ML	NOS	4000
47	DISPOSABLE SYRINGE WITH NEEDLE 5ML	NOS	7000
48	DISPOSABLE SYRINGE WITH NEEDLE 2.5ML	NOS	3000
49	ELECTROLYTE POWDER	NOS	3000
50	EMPAGLIFLOZIN TAB	NOS	250
51	EMPAGLIFLOZIN+LINAGLIPTIN 5MG TAB	NOS	250
52	EMPAGLIFLOZIN+METFORMIN 500MG TAB	NOS	250
53	ETOPHYLINE 115MG+THEOPHYLLINE 35MG TAB	NOS	6000
54	FENOFIBRATE 145MG TAB	NOS	250
55	FLIECAINIDE TAB	NOS	250
56	FLUPIRTINE 100MG TAB	NOS	250
57	FRAMYCETIN CREAM	NOS	200
58	FRUSEMIDE 40MG TAB	NOS	250
59	FUSIDIC ACID+BETAMETHASONE CREAM	NOS	50
60	GABAPENTIN 300MG+NORTRIPTYLINE 10MG TAB	NOS	500
61	GABAPENTIN 6% W/W OINTMENT	NOS	50

62	GENTAMYCIN 0.3% W/V EYE/EAR DROPS	NOS	100
63	GLIMEPRIDE 0.5MG TAB	NOS	1000
64	GLIPIZIDE 5MG TAB	NOS	500
65	GLIPIZIDE 5MG+METFORMIN 500MG TAB	NOS	500
66	GLUTRALDEHYDE SOLUTION 5LITRES	NOS	4
67	HEPARIN SODIUM AND BENZYL NICOTINATE OINTMENT	NOS	50
68	HYDROXYPROPYL METHYL CELLULOSE EYE DROPS	NOS	25
69	HYOSCINE BUTYLBROMIDE INJECTION 20MG/1ML	NOS	300
70	IBUPROFEN 400MG+PARACETAMOL 325MG TAB	NOS	10000
71	IDEBENONE TAB	NOS	250
72	IGURATIMOD TAB	NOS	50
73	IMATINIB MESYLATE 400MG TAB	NOS	1
74	INFUSION SET(IV SET)	NOS	300
75	LANZOPRAZOLE 30MG TAB	NOS	500
76	LATANOPROST EYE DROPS	NOS	50
77	LATANOPROST 50MCG EYE DROPS	NOS	50
78	LETROZOLE 5MG TAB	NOS	250
79	LEVODOPA+CARBIDOPA TAB	NOS	50
80	LIQUID PARAFFIN 450ML I.P	NOS	50
81	MEBEVERINE 200MG CAP	NOS	250
82	MECLIZINE TAB	NOS	250
83	MEFENAMIC ACID 500MG TABLET	NOS	1000
84	MENADIONE SODIUM BISULPHATE INJECTION(VIT.K)	NOS	20
85	METFORMIN 500MG+LINAGLIPTIN	NOS	250
86	METFORMIN 500MG+METHYLCOBALAMINE 750MCG TAB	NOS	500
87	METFORMIN+MYO IONISTAL TAB	NOS	500
88	METRONIDAZOLE 2% W/W GEL 30G	NOS	100
89	METRONIDAZOLE 400MG TAB	NOS	2000
90	MICONOZOLE NITRATE 2% W/W VAGINAL CREAM	NOS	50
91	MILK OF MAGNESIA 3.75ML+LIQUID PARAFFIN 1.25ML+SODIUM PICOSULFATE/5ML 100ML SUSPENSION	NOS	100
92	MIRTAZAPINE 50MG TAB	NOS	250
93	NATTOKINASE TAB	NOS	200
94	NEBIVOLOL+HYDROCHLORTHIAZIDE TAB	NOS	250
95	NEPAFENAK EYE DROPS	NOS	25
96	NIFEDIPINE 10MG CAP	NOS	500
97	NIFEDIPINE 5MG CAP	NOS	500
98	ONDANSETRON 4MG ORALLY DISINTEGRATING STRIPS	NOS	100
99	ORS+DUAL PROBIOTIC+ZINC ORAL POWDERS	NOS	200
100	OXCARBAZEPINE 150MG TAB	NOS	50
101	OXYMETAZOLINE 0.05% W/V NASAL SPRAY ADULT	NOS	100
102	OXYMETAZOLINE NASAL SPRAY PAEDIATRIC	NOS	100
103	PALBOCICLIB 100MG CAP	NOS	1

104	PALBOCICLIB 125MG CAP	NOS	1
105	PALBOCICLIB 75MG CAP	NOS	1
106	PARACETAMOL 170MG SUPPOSITORIES	NOS	100
107	PARA-DICHLORO BENZEN 2%+BENZOCAINE 2.7%+CHLORBUTOL 5%+TURBENTINE OIL 15%	NOS	50
108	PERINDOPRL ERBUMINE + INDAPAMIDE + AMLODIPNE	NOS	250
109	PHENIRAMINE MALEATE 25MG TAB	NOS	10000
110	PHENIRAMINE MALEATE 25MG INJECTION	NOS	400
111	PHENYTOIN 100MG	NOS	200
112	PIRACETAM 400MG + CITICOLINE 500MG TAB	NOS	50
113	PITAVASTATIN CALCIUM 1MG	NOS	250
114	PITAVASTATIN CALCIUM 2MG	NOS	250
115	POMALIDOMIDE 2MG CAP	NOS	1
116	POMALIDOMIDE 4MG CAP	NOS	1
117	POSACONAZOLE 40MG / ML SUSPENSION	NOS	1
118	POVIDONE IODINE OINTMENT 5% W/V 125G	NOS	50
119	PREDNISOLONE 5MG TAB	NOS	500
120	PROCHOLORPERAZINE 5MG TAB	NOS	200
121	PYRIDOSTIGMINE 60MG TAB	NOS	250
122	RAMPIPRIL + AMLODIPINE	NOS	250
123	RANITIDINE 10MG+DOMPERIDONE 10MG+SIMETHICONE 20MG SYRUP	NOS	50
124	RANITIDINE 150MG TAB	NOS	15000
125	RUCAPARIB 200MG TAB	NOS	1
126	RUCAPARIB 300MG TAB	NOS	1
127	SALBUTAMOL 4MG TAB	NOS	500
128	SCALP VEIN SET 23G	NOS	100
129	SCALP VEIN SET 24G	NOS	100
130	SELEGILINE 5MG TAB	NOS	150
131	SODIUM CHOLORIDE 0.9% W/V AND DEXTROSE IV 500ML	NOS	300
132	SODIUM CHLORIDE IN JECTION I.P 0.9% W/V 100ML	NOS	200
133	SODIUM CHLORIDE IN JECTION I.P 0.9% W/V 500ML	NOS	400
134	SODIUM FEREDTATE 231MG+L-METHYLFOLATE 1MG+ADENOSYLCOBALAMIN 500MCG/10ML SYRUP	NOS	100
135	SODIUM HYALURONATE EYE DROPS	NOS	50
136	SORAFENIB 200MG TAB	NOS	1
137	SPIRONOLACTONE	NOS	250
138	STERILE COLLAGEN PARTICLES MUPROCIN 2% W/W AND METRONIDAZOLE 1% W/W GRANULES 5ML	NOS	50
139	SUCRALFATE 500MG/5ML+SIMETHICONE 125MG/5ML+OXETACAINE 10MG/5ML SYRUP	NOS	50
140	TAMOXIFEN 10MG TAB	NOS	1
141	TAMOXIFEN 20MG TAB	NOS	1
142	TAMSULOSIN 0.4MG+SOLIFENACIN 5MG	NOS	50
143	TEMOZOLOMIDE 100MG TAB	NOS	1

144	TEMOZOLOMIDE 250MG TAB	NOS	1
145	TERBUTALINE 2.5MG/5ML+BROMOHEXINE 8MG/5ML SYRUP	NOS	100
146	TORSEMIDE +SPIRONOLACTONE	NOS	50
147	TRIMETHOPRIM 150MG AND SULPHA METHOXAZOLE 800MG TAB	NOS	4000
148	TRYPSIN+CHYMOTRYPSIN (50000IU)+DICLOFENAC 50MG TAB	NOS	2000
149	VALSARTAN 40MG	NOS	250
150	VENFLON IV CANNULA 22G	NOS	50
151	VENFLON IV CANNULA 24G	NOS	50
152	VENFLON IV CANNULA 20G	NOS	50
153	VALGANCYCLOVIR 450MG TAB	NOS	1
154	VERAPAMIL	NOS	250
155	VITAMINE B12 + LACTO BACILLUS CAP	NOS	1000
156	VOGLIBOSE + PIOGLITAZONE	NOS	250
157	ZINC SULPHATE 2.5% W/W + SULPHADIAZINE 5% W/W CREAM	NOS	50
158	LIGNOCAINE HYDROCHLORIDE GEL IP 30G	NOS	100
159	BETAMETHASONE SODIUM PHOSPHATE INJECTION	NOS	400
160	HYDROCORTISONE SODIUM SUCCINATE INJECTION 100MG VIAL	NOS	350
161	BRONCHODILATOR SUGAR FREE SYRUP	NOS	100
162	VITAMIN C 500MG+ZINC 5MG+VITAMIN D3 400 IU CHEWABLE TABLET	NOS	1000
163	CALCIUM 500MG TAB	NOS	3000
164	ZINC+LACTOBACILLUS SYRUP	NOS	50
165	MAG.HYDROXIDE+DRIED AL.HYDROXIDE GEL+OXETACAINE 10MG SYRUP	NOS	400
166	RACECADOTRIL 10MG PAEDIATRIC SACHETS	NOS	500
167	DICLOFENAC,THIOLCHOSIDE,LINSEED OIL 30G	NOS	200
168	ASPIRIN 75MG TAB	NOS	200
169	SUCRALFATE 1000MG+OXETACAINE 20MG SYRUP	NOS	500
170	DOXOFYLLINE 400MG CAP	NOS	200
171	GLIMEPIRIDE 2MG + METFORMIN 1000MG	NOS	500
172	BRIMONIDINE TARTARATE	NOS	15
173	FOLIC ACID+IRON+COPPER SULPHATE+MAGNESIUM SULPHATE TAB	NOS	500

सुपुर्दगी स्थल

Delivery At IPRC, MAHENDRAGIRI

प्रेषण की विधि

Mode of Despatch BY ROAD

शुल्क छूट

Duty Exemptions NIL

विशेष अनुदेश

Special Instructions ENCLOSED

विशेष निबंधन

Specific Terms DOS:PM:20

निविदाकारों को अनुदेश

Instructions to Tenderers

- (1) Detailed Terms and Conditions are as per Annexure - A, Documents to be submitted along with the Offer are as per Annexure I - VI
- (2) This is a proposal for Rate Contract for supply of medicines and injections for a period of one year. The Quantities mentioned above are only indicative. It may vary according to the actual requirement.
- (3) Bidders are requested to quote their price in the format available in Annexure - IV
- (4) Details solicited in the annexure I, II, III, V & VI shall be duly filled and furnished along with your Offer.
- (5) Confirmation towards submission of Security Deposit and acceptance of Liquidated Damages clause shall be specified in your Offer.
- (6) Declaration as per Annexure - B shall be furnished along with your Offer.
- (7) Percentage of Local Content in the quoted items as per MII policy shall be furnished.
- (8) MSE preference is applicable only against the claim of the manufacturer and production of documentary evidence by the manufacturers for the registration of particular item under MSE

R

ALAMELU PRIYA N

PURS. & STORES OFFICER

भारत के राष्ट्रपति के लिए एवं ओर से

For and on behalf of the President of India

क्रेता / The Purchaser

Terms and Conditions

1. Validity period of Rate Contract: One year from the date of rate contract.
2. Quotation prepared as per the format given in Annexure IV only will be accepted. Additional rows may be added for Vendor's products as required.
3. The quotation shall be duly signed and affixed with seal of authorized person of your company along with a covering letter. Offers without sign and seal will not be accepted.
4. E-mail quotation will not be considered.
5. The rates quoted shall be firm, fixed and no escalation shall be entertained. The contract is extendable for one more year with the same rate and Terms & conditions.
6. The rates quoted should be valid for one year from the date of award of the contract. The contract is extendable for one more year with the same rate and Terms & conditions on mutual agreement.
7. **Only those bidders who provide the technically suitable lowest quote (L1) shall receive the supply orders. In case of specialty medicines, L2 and L3 may also be considered, subjected to their acceptance to match with L1 price.**
8. Inclusion of any product in the approved list of Rate Contract shall not guarantee any purchase by IPRC. Depending on the requirement, IPRC will issue supply order for specific items /drugs with specific quantities at the unit prices as per the Rate contract. The vendor shall deliver the drugs as per the supply order within 3 working days from the date of receipt of clearance from our medical officer. Upon acceptance of the drugs, IPRC will make payment within 30 calendar days from the date of supply (along with applicable GST).
9. GST shall be payable extra and any change in GST as per Govt. notification shall be applicable from time to time.
10. The percentage of applicable GST along with its HSN Code against each of your products shall be indicated in your quotation.
11. The quotation should be from manufacturer/licensee having valid manufacturing license for the item(s) quoted. The bidder shall hold product permit duly approved by the Licensing Authority for all the products quoted. Distributors/agents are **NOT** eligible to participate in the tender unless authorized by the pharmaceutical company; In such case, authorization letter should be attached.
12. The bidder shall clearly specify as to whom the payment should be made, in case of effecting supply through any agent/distributor.
13. The Bidder shall have at least three years Market Standing as a manufacturer for each drug quoted in the tender. The bidder shall also have manufactured and

supplied at least 5 commercial batches of the offered drug in the last 3 consecutive years (total 5 batches in 3 years). The bidder shall furnish the statements of all batches manufactured year-wise in the format given as Annexure-I. In case the product has been taken over / purchased by the Bidder within the last 3 years, necessary valid documentary proof of Market Standing from the earlier Manufacturer shall be submitted with the quotation.

14. Non-Conviction Certificate

The bidder shall not have been convicted under the Drugs and Cosmetics Act and other laws applicable in the country and no prosecution actions shall be in progress or pending against the Licensee and the License of the firm shall not have been cancelled or suspended for non-compliance of provisions of Drugs and Cosmetics Act 1940 and the Rules 1945 (D&C Act and Rules). Notary attested copy of current Non-conviction certificate issued by the licensing authority of the state concerned shall be produced.

15. Tender should not be submitted by the Firms/Concerns/Company which has/have been blacklisted/debarred by any State/Central Government organization for reason of Quality Non-compliances, GMP Non-compliance, Major violation of Drugs & Cosmetics Act and Rules and furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.
16. Tender should NOT be submitted for the product(s) for which the Firms/Concern/Company stands blacklisted/debarred by the State/Central Government organization for reason of Quality Non-compliances, GMP Non-compliance, Major violation of **Drugs & Cosmetics Act 1940** and Rules and furnishing forged/fabricated/false documents, during the period of blacklisting/debarring.
17. If Product(s)/Bidder/Supplier is blacklisted/debarred by another State/Central Government Agency for the reason of Quality non-compliances, GMP Non-compliance, major violation of Drugs & Cosmetics Act and Rules and furnishing forged/fabricated/false documents, **after** bid submission/award of contract/execution of agreement, the product(s)/bidder/supplier will be liable for suspension/Termination of contract/ cancellation of Purchase Order/Letter of Intent etc. The product(s)/ bidder/supplier will be liable for such action in the event of any conviction/initiation of prosecution under the Drugs& Cosmetics Act 1940 and Rules at any stage after submission of bid.
18. In case of Narcotic/Schedule X drugs, the bidder shall submit the copy of the license to manufacture and for sale of Narcotic/Schedule X drugs, as the case may be, issued by the Licensing Authority.
19. Those bidders offering the items requiring special cold storage condition shall either have their own cold chain transporting system or shall have proper Contract with a transporting agency, having facilities to transport the drugs under cold chain norms.

20. **WHO-GMP/cGMP:**

The bidder should hold valid WHO-GMP Certificate (WHO-Good Manufacturing Practices) in respect of the **production units and the products quoted**. If the offered products are manufactured from more than one unit, all the units shall be WHO-GMP certified. Notary attested copy of valid WHO-GMP certificate in respect of the production units and products quoted shall be provided.

21. Likewise, the MSMEs registered within the State of Tamilnadu shall hold valid CGMP certificate issued by the Licensing Authority for the products manufactured within Tamilnadu.

22. **Shelf-Life**

Drugs supplied should have a minimum 75% of total shelf-life available upon delivery.

23. **Replacement of Short Expiry & Slow Moving drugs.**

- i. The vendor should accept the items, which are reported as near expiry/slow moving from the IPRC Medical Stores and to replace with fresh batch of the item having longer shelf life at their own expense.
- ii. The items which are to be replaced shall be intimated to the vendor within 100 days before the date of expiry. In such cases, the Vendor shall take back the items from the IPRC Medical Stores at their own expense within Fifteen days (15 days) and shall replace with fresh batch within 60 days from the date of intimation from the IPRC.
- iii. The bidder shall submit the declaration as in Annexure-II, that the short expiry/ non-moving quantity left will be replaced.
- iv. In the event of the items which are near expiry/ slow moving are not replaced, the supplier shall issue Credit Notes for the value of returned drugs.

24. The bidder shall submit the copy of Certificate of analysis from NABL Accredited Laboratory/CDL/NIB with necessary protocols for every batch of items supplied along with the consignment. The bidder shall furnish a notary attested declaration in this regard as specified in Annexure-II along with their bid.

25. Within 5 working days from the date of receipt of Supply Order, the Supplier shall furnish the copy of the invoices, test reports from NABL Accredited Laboratory/CDL/NIB and In-house test reports of all the batches in the invoice to the Medical Officer, IPRC through e-mail "indu.c@iprc.gov.in / drbal@iprc.gov.in" and actual supply shall be made within 3 working days from the date of receipt of clearance from our Medical Officer.

26. NABL Accredited Laboratory Shall have NABL accreditation in relevant disciplines separately to perform quality tests for the tested category of items and shall be duly approved by the Drugs&Cosmetics Act, in case of drugs. The NABL accredited laboratory should furnish certificate of analysis as per the Drugs&Cosmetics Rules. The NABL accredited Laboratory for the purpose of this tender, means a third party independent testing Laboratory satisfying the above requirements and which shall not be a part of the manufacturing unit or be owned by the manufacturer/bidder. The NABL test report should be complete and covering all parameters specified in the official monographs or other standards.

27. The supplier shall supply the drugs at the specified destination(s) and submit the copy of invoice, copy of the Purchase order, Test Reports from the third party independent NABL Accredited Laboratory/CDL/NIB, as the case may be, Delivery Challan and other relevant documents at the destination. The invoice shall specify the generic name of the drugs as tendered together with brand name if any.
28. Drugs failing in descriptions such as change of colour, chipping, breaking, being/becoming fragile or soft, appearance of spots, being/becoming sticky, presence/ appearance of particulate matters/flakes etc., make the drug unfit for use and hence, shall be deemed as '**Not of Standard Quality**' summarily for the purposes of the tender. All clauses applicable to '**Not of Standard Quality Drugs**' shall apply to such drugs, even if the drug has not been tested in the laboratory. Use of primary and secondary packaging material not suitable or appropriate or adequate enough to preserve the properties of the drug during its entire shelf life period shall also cause the drug to be deemed as '**Not of Standard Quality**' for the purpose of the tender.
29. The drugs shall be of standard quality throughout the shelf life period of the item. The supplier shall be solely responsible for ensuring the quality of the item during transportation and shelf-life. Samples be drawn for quality testing periodically throughout the shelf life period either on complaint or suo motto.
30. IPRC reserve the right to get the drugs tested at the laboratories of its choice for further verifications, though this is not a pre-condition for acceptance of goods. If a sample is found as **NOT of standard quality** during routine testing by IPRC OR on testing following complaints raised by patients or Doctors, the available stock of the batch will be frozen pending decision on mode of disposal. The bidder will be liable for appropriate action as per the tender conditions and also for other legal actions under the Drugs & Cosmetics Act & Rules as may be initiated by the regulatory Department in the case of drugs. IPRC, at its discretion, may terminate the Contract and in case of such termination, the Supplier shall be liable for all losses sustained by IPRC.
31. In the case of any drug being spurious or adulterated or misbranded or otherwise contravening the provisions of the law, the company shall be banned/debarred/suspended/rejected from doing business with our Department. If any three batches of the particular item supplied by the firm during the contract period, fail in any of the quality tests conducted by the IPRC and/or by the Drugs Control Department, then that particular product of that firm shall be banned for a period up to 3 years. In the case of the bidder supplying more than one item during the contract period, and if two or more items supplied by the supplier are banned based on the above process, then the firm itself shall be banned/debarred/suspended/rejected.
32. **Packing and labeling**
- i. The packing in each carton shall be done with utmost care for the maintenance of the quality of medicines. All primary packing containers shall be strictly conforming to the specification included in the relevant pharmacopoeia or other official monograph or other requirements relevant to the drugs concerned.

- ii. Supplier shall follow the general requirement that the size of the labels indicating the name and other details of the drugs supplied shall not be less than 30% of the area of the side of the carton. The labels of two or more drugs/materials supplied by the same supplier shall not be identical or resemble in any form especially in colour and markings leading to confusion in identifying the items.
 - iii. If the supply is received in damaged condition, it shall not be accepted. In case of damage in the tertiary packing only, the supply shall be accepted only after inspection and clearance by the IPRC. Continuance of supply in damaged packages shall lead to termination of the contract. The supplier shall have to replace the goods with damage in primary or secondary packing and the penalty equal to the liquidated damages shall be levied for damaged goods.
33. If the pharma company/ authorized dealer fails to supply the medicines /drugs within the prescribed delivery period , the centre/unit shall recover from the pharma company / authorized dealer 0.5% of the value of the delayed portion of supply per week or part thereof Subject to a maximum of 10% value of the item so delayed.
34. **Parallel contract**:- The Centre/Unit shall reserve the right to enter into a for similar or equivalent medicines/ drugs with other Pharma companies /authorized dealers.
35. The pharma company/ authorised dealer shall certify that the medicines / drugs supplied are as per the formulations specified / approved under the Drugs Control Act and Food & Drug Control Administration Regulations or any similar Regulations. The pharma company/authorised dealer shall be held responsible for consequences, if any, of supplying spurious, adulterated or sub-standard medicines/drugs not conforming to such Act/Regulations.
36. The pharma company/authorised dealer shall furnish a copy of the analytical report for each batch of medicines/drugs based on the formulations submitted by the pharma company and approved by the Drug Control Authority/ Food & Drug control Administration (FDCA), failing which the medicines/drugs supplied may be rejected. However, in case of acceptance without the test report, the centre/unit will be free to get the analytical test done by any of the FDCA approved laboratory. The expenditure so incurred towards getting such tests carried out shall be recovered from the payment due to the pharma company/authorised dealer.
37. **Fall Clause**: The prices charged for the medicines /drugs identical to the medicines /drugs supplied against the purchase requisition based on the rate contract to the DOS/ISRO should in no event exceed the lowest price at which the vendor sells the medicines/drugs of the identical descriptions to any other person during the period of the contract. If any time, the prices are reduced, the same shall be notified to the department and shall stand correspondingly reduced.

Annexure- I

SELF DECLARATION OF COMPANY'S PERFORMANCE STATEMENT

(Attach Separate Sheet For Each Product Quoted)

Name of the firm

Name of the product

Drug Code

Production Capacity		
No. of days	30days	70days
Quantity		

(Signature, Name & Designation)

Self-Declaration and Undertaking

I/We, Sole Proprietor/Managing Partner/Managing Director/Power of Attorney holder of M/s. having its Registered Office/ Place of business at and having its Factory Premise(s)at&..... do hereby declare on oath as follows;

1. that I/We, have carefully read all the conditions of tender dated 01.05.2023 for the procurement of Drugs/supplies for the period of 2023-24 floated by IPRC, Mahendragiri. I/We, do accept(s) all the terms and conditions of the Tender.
2. that I/We, declare that we possess all the legal license(s)/permits for manufacture and supply of the material(s) for which the bids are submitted and that we possess the necessary facilities for the production, have adopted proper procedures for control of all activities to ensure proper quality of the product(s) during its/their shelf-life and we shall maintain all documents including raw data records and will produce to IPRC, on demand. I/We understand and agree that in the event of .I/we, failing to provide such facilities, we shall be liable for the penal actions such as rejection of bid, termination of contract and suspension/debarring/blacklisting.
3. that I/We, possess the valid manufacturing licenses and WHO-GMP Certificate issued by the Competent Authority for all the quoted products and complies and shall continue to comply with the conditions of WHO-GMP criteria together with the standards laid in Schedule M of Drugs and Cosmetics Act 1940 and the Rules made there under. I/We, shall manufacture/supply items from the WHO-GMP certified plants as mentioned in our bid. I/We, do hereby understand and agrees that in the event of I/We, failing to adhere to the WHO-GMP norms and or any of the standards laid in Schedule M of Drugs and Cosmetics Act 1940 and the Rules made there under at any stage when the contract is in operation, the bid will be rejected/contract will be liable to be terminated and I/We, shall be liable to pay for the additional cost incurred for the alternate purchase of the contract quantity. Where the failure is observed after the conclusion of the contract, we shall be liable for blacklisting according to the provision of this tender.
4. that I/We, or any of the product(s) offered in this tender, at present, have not been blacklisted/debarred by the Tender Inviting Authority for any reason or by any State/Central Government organization for reason of Quality Non-compliances, GMP-non-compliance, Major violation of D&C Act and Rules and furnishing forged/fabricated/false documents.
5. that I/We, or any of the offered product, is blacklisted/debarred by another state/Central Government agency for there as one of Quality Non- compliances, GMP Non-compliance, major violation of Drugs &Cosmetics Act and Rules and furnishing forged/fabricated/false documents, after bid submission/award of contract/execution of agreement, I/We, shall intimate the IPRC's Tender Inviting Authority, in writing within 14days from the date of such order.

6. that the quoted rate of any item is not more than the price fixed by the National Pharmaceutical Pricing Authority or by State/central Government, in any means, and, further undertakes that if in future prices of the items offered is reduced by the authorities the same benefit shall be transferred to the Tender Inviting Authority.
7. that I/We, will furnish the Certificate of Analysis of each batch of item tested, covering all parameters specified in the official monograph or in other standards, in NABL accredited lab/CDL/NIB approved for the purpose along with the consignment. I/We, also undertake that in the event of failing to produce the above Certificate of Analysis or the submitted Certificate found not genuine/forged at any stage, the contract/such product(s) will be rejected and the contract is liable to be terminated and I/We ,may be blacklisted according to the provisions in this tender.
7. that I/We, shall supply drugs/supplies strictly as instructed in the label of the product and the products requiring special cold storage conditions (2-8°C) shall be supplied in conditions, so that the items have reached IPRC Medical Store adhering the cold chain norms. The Cold chain product shall be provided with temperature variation indicators like vaccine vial monitors or each container of a consignment shall be provided with data loggers for recording the temperature conditions during transit. I/We, agree that the IPRC shall reject the consignment, forfeit of our submitted Security Deposit and terminate the contract/blacklist me/us, if the condition of cold chain transportation is not complied with.
8. that I/We, also declare that drugs other than those requiring cold storage shall be transported from our manufacturing point to IPRC Medical Store by complying the storage requirement of drugs transported and shall state the mode of transportation in the supply documents.

Verification

I/We,
(Designation)_____affirm on oath that the contents/information as mentioned above, are true correct to the best of my knowledge and nothing is hidden. I also declare on oath, that if any information furnished as above is found wrong, false, forged or fabricated; IPRC will be at liberty to reject the product(s)/terminate the contract/alternate purchase of the contract quantity at our risk and cost and the firm may be blacklisted/prosecuted for the same.

Date : (Signature,Name&Designation)

Witness:-

1.
(Name,Address&Signature)

2.
(Name,Address&Signature)

Seal

Details of the Bidder and Manufacturing units

I - BIDDER DETAILS			
A	a.	Name of the Bidder	
	b	Address for Communication	
	c	Pin code	
	d	Landline No	
	f	Mobile No	
	g	Fax	
	h	Email ID	
B	a.	Name of the Managing Director /Director/Partner/Proprietor	
	b	Land Phone No	
	c	Mobile No.	
	d	Email ID	
C	a	Name of the Authorized contact person	
	b	Designation	
	c	Landline No	
	d	Mobile No	
	e	Email ID	
D	a.	Address for return of the supplied item, (if such circumstances arise)	
	b.	PIN code	
	c.	Land Phone No.	
	d.	Mobile	
	e.	Fax	
	f.	Email Id	
E		GST Registration No. of the bidder	
F		PAN of the bidder	
II	Details of Manufacturing Units*		

A	a.	Name of the Manufacturer-I	
	b.	Address of the manufacturing unit-I	
	c.	GST Registration No.of the manufacturing unit-I	
	d.	Drugs manufacturing license No.&Date	
	e.	Name of Contact person, Contact No, Email ID	
B	a.	Name of the Manufacturer-II	
	b.	Address of the manufacturing unit- II	
	c.	GST Registration No. of the manufacturing unit-II	
	d.	Drug manufacturing licenseNo. &Date	
	e.	Name of Contact person, Contact No, EmailID	
<p>* If the items offered are manufactured in two or more manufacturing units/loan licensee,the above details of all the units shall be furnished.</p>			
III. Bank Details			
A	Name of the Bank		
B	Branch Name&Address		
C	Branch Code No.		
D	Branch Telephone No.		
E	Branch email ID		
F	IFSC code of the Branch		
G	Type of Account (current/savings)		
H	Bank Account Number (as appearing in the cheque book)		

Date:

(Signature,Name&Designation)

ANNEXURE IV
PRODUCTS QUOTED FOR RATE CONTRACT FOR THE YEAR 2023 - 2024

[illegible]

Terms and Conditions

- 1.Quotation form prepared using the format for the year of 2023-2024 issued from IPRC only will be accepted.
- 2.Quotation form can be prepared as per format issued from IPRC by adding additional rows for your products as required.
- 3.Hard copy of the quotation which has been duly signed and affixed with seal of authorized person of the company only will be accepted.**
- 4.Soft copy sent through Email will no be considered.**
- 5.Quotation should be submitted along with a covering Letter from the company.
- 6.The supplier's signature and seal must be put in the column provided for the same.
- 7.Quote the rates only for those items included in the list of items provided along with the format for year 2023-2024.
- 8.Copy of the Valid GMP certificate should be attached with the quotation.**
- 9.The last date for accepting the quotation will be 26.09.2023**
- 10.The Name and Address of the supplier through whom the supply shall be made and the Bank details of the party for online payment should be clearly mentioned in the columns provided.
- 11.Inclusion of any product in the approval list of rate contract does not guarantee any purchase by IPRC.**
- 12.The rates quoted shall be firm during the financial year 2023-2024 and no escalation will be allowed.**
- 13.GST will be extra and any change in GST as per Govt. notification shall be applicable from time to time

The above mentioned terms and conditions are acceptable.

Date:

Singature and Seal of authorized persons

ANNEXURE-V

CHECK LIST

Sl. No.	Name of document	Page no.
1.	Duly filled checklist (Annexure V).All the pages of the documents uploaded in the bid shall be serially numbered and the individual page no. shall be written in the respective columns in the check list.	
2.	Duly filled Annexure I (Self attested Performance statement)	
3.	Duly filled Annexure II (Self attested Declaration and undertaking)	
4.	Duly filled Annexure III (Details of bidder and manufacturing units)	
5.	Duly filled Annexure IV (Bid/offer format)	
6.	Self attested photocopy of WHO GMP certificate in respect of the production units and the products quoted.	
7.	cGMP certificate, if applicable.	
8.	Copy of two recent Purchase Orders from Central Govt. Hospital/ CPSU Hospital/State Govt. Hospital/Reputed Private Hospital.	
9.	Self attested photocopy of Manufacturing License and Certificate of renewal/current validity certificate along with the product permit duly approved by the Licensing authority for the product(s) quoted.	
10.	Self attested photocopy of License to manufacture and sale of Narcotic/Schedule X drugs, if applicable.	
11.	Self attested photocopy of valid sale license, if applicable.	
12.	Self attested photocopy of valid import license, if applicable.	
13.	Authorization Letter From Pharma Companies If Supplied By Dealers	
14.	Self attested photocopy of Non-conviction certificate issued by the licensing authority of the concerned state.	

Date :

(Signature, Name & Designation)

BID SECURITY DECLARATION FORM

(To be submitted on the Letter Head)

Ref. No. MEY60 2023000455

Date:

To

Purchase & Stores Officer,
ISRO Propulsion Complex (IPRC)
Mahendragiri, Tirunelveli (Dist)
Tamil Nadu - 627133

Subject: Rate Contract for Supply of Medicines and Injections for a period of One Year – reg.

I/We the undersigned, declare that, according to the conditions of the NIT / tender documents, bid must be supported by a Bid Security Declaration.

I/We accept that, I/We may be suspended without any notice from bidding for any contract issued by your organization for a period of Two Years for committing a breach of obligation (s) under the tender conditions, because I/We

- (a) Having a withdrawal/modified/amended/ the bid during the period of bid validity: or
- (b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity and;
 - (i) Fail or refuse to execute the contract within the specified time, if required, or
 - (ii) Fail or refuse to furnish the performance Security within the specified time, In accordance with term and conditions of the NIT / tender documents.

(Name & Signature with seal)
(Proprietor/Partner/Director/Authorized Signatory)

It is requested to furnish below declaration along with your Offer, in your letter head, duly signed.

Declaration;

As per Govt. of India, Ministry of Finance, Department of Expenditure, Procurement Policy Division you have to submit a declaration as per the Rule 144 (xi) of GFR, 2017:

As per the Rule 144(xi) of General Financial Rule, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal Trade (DPIIT).

Hence, Vendors or Agents of a Vendor (Indian or others) from a country sharing boarder with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India along with the tender mandatorily, without which the offer will be treated as invalid”.

Model Certificate for Tenders

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder/product/any component of the product fulfils all requirements in this regard and is eligible to be considered.

**INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS
OF TENDER**

INSTRUCTIONS TO TENDERERS

1. Tenders should be sent in sealed envelopes superscribing the relevant tender No, and the due date of opening. Only one tender should be sent in each envelope.
2. Late tenders and delayed tenders will not be considered.
3. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be distinctly shown separately in the tender.
4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.
5.
 - a) Your quotation should be valid for 90 days from the date of opening of the tender.
 - b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
6. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.
7.
 - (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.
 - (b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of non-acceptance of tender, the tenderer will have to remove the samples at his own expense.

- (c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.
 - (d) **Specifications:** Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.
8. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.
9. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.
10. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.
11. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.
12. The authority of the person signing the tender, if called for, should be produced.

TERMS & CONDITIONS OF TENDER

1. DEFINITIONS:

- (a) The term 'Purchaser' shall mean the President of India or his successors or assigns.
- (b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.
- (c) The term 'Stores' shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including

erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.

- d) The term 'Purchase Order' shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

2. PRICES:

Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

3. SECURITY DEPOSIT:

On acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, 'Security' and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

4. GUARANTEE & REPLACEMENT:

- (a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.
- (b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.
- (c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

- (d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.
- (e) The decision of the purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or as to whether the nature of the defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.
- (f) To fulfil guarantee conditions outlined in clause 4 (a) to (e) above, the Contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the Contract along with first shipment documents. On the performance and completion of the Contract in all respects, the Bank Guarantee will be returned to the Contractor without any interest.
- (g) All the replacement stores shall also be guaranteed for a period of 12 months from the date of arrival of the stores at purchaser's site.
- (h) Even while the 12 months guarantee applies to all stores, in case where a greater period is called for by our specifications then such a specification shall apply in such cases the period of 14 months referred to in para 4 (b) & (c) shall be the 'asked for' guarantee period plus two months.

5. PACKING FORWARDING & INSURANCE:

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

6. DESPATCH:

The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. TEST CERTIFICATE:

Wherever required, test certificates should be sent along with the despatch documents.

8. ACCEPTANCE OF STORES:

- (a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.
- (b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.
- (c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.
- (d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. 8 (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

9. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

10. DELIVERY:

- (a) The time for and the date of delivery of the stores stipulated in the Purchase Order shall be deemed to be the essence of the Contract and delivery must be completed on or before the specified dates.
- (b) Should the Contractor fail to deliver the stores or any consignment thereof within the period prescribed for such delivery, the purchaser shall be entitled at his option either.
 - (i) to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 0.5% per week of the price of any stores which the Contractor has failed to deliver as aforesaid or during which the delivery of such store may be in arrears subject to a minimum of 10%, or

- (II) to purchase from elsewhere, without notice to the Contractor on the account and at the risk of the Contractor, the stores not delivered or others of a similar description (where others exactly complying with the particulars, are not, in the opinion of the purchaser, readily procurable, such opinion being final) without cancelling the Contract in respect of the consignment (s) not yet due for delivery, or
- (iii) to cancel the Contract or a portion thereof and if so desired to purchase or authorise the purchase of stores not so delivered or others of a similar description (where others exactly if complying with the particulars are not, in the opinion of the purchaser, readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) & (iii) of clause 10 (b) above, the Contractor shall be liable for any loss which the purchaser may sustain on that account, provided that the re-purchase or if there is an agreement to re-purchase then such agreement is made within six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. The manner and method of such re-purchase shall be at the discretion of the purchaser, whose decision shall be final. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall be without prejudice to the right of the purchaser to recover damages for breach of Contract by the Contractor.

11. EXTENSION OF TIME:

As soon as it is apparent that the Contract dates cannot be adhered to, an application shall be sent by the Contractor to the purchaser. If failure, on the part of the Contractor, to deliver the stores in proper time shall have arisen from any cause which the purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final) he may allow such additional time as he considers it to be justified by circumstances, of the case without prejudice to the purchaser's right to recover liquidated damages under clause 10 thereof.

12. ERECTION OF PLANT & MACHINERY:

Wherever erection of a plant or machinery is the responsibility of the Contractor as per the terms of the Contract and in case the Contractor fails to carry out the erection as and when called upon to do so within the period specified by the purchaser, the purchaser shall have the right to get the erection done through any source of his choice. In such an event, the Contractor shall be liable to bear any additional expenditure that the purchaser is liable to incur towards erection. The Contractor shall, however, not be entitled to any gain due to such an action by the purchaser.

13. PAYMENT:

Contractor's bill will be passed for payment only after the stores have been received, inspected and accepted by the Purchaser.

14. MODE OF PAYMENT:

Normally payment will be made for the accepted stores within 30 days from the date of receipt of the materials.

15. RECOVERY OF SUM DUE:

Whenever any claim for the payment of, whether liquidated or not, money arising out of or under this Contract against the Contractor, the purchaser shall be entitled to recover such sum by appropriating in part or whole, the security deposited by the Contractor, if a security is taken against the Contract. In the event of the security being insufficient or if no security has been taken from the Contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contract with the purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claim, whether liquidated or not, against the Contractor under any other Contract with the purchaser, the payment of all moneys payable under the Contract to the Contractor including the security deposit shall be withheld till such claims of the purchaser are finally adjudicated upon and paid by the Contractor.

16. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all stores supplied against this Contract are free and clean of infringement of any Patent, Copyright or Trademark, and shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent Registration of design or Trade mark and shall take all risk of accidents or damage which may cause a failure of the supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfilment of the contract.

17. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions or any conditions contained in the Purchase Order or in connection with this Contract (except as to any matter the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Purchase office or some other person appointed by him. It will be no objection that the arbitrator is a Government servant, that he had to deal with matter to which the Contract relates or that in the course of his duties as Government servant he has expressed views on all or any other matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties of this Contract.

If the arbitrator be the Head of the Centre/Unit –

- (i) In the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in-office either to proceed with reference himself, or to appoint another person as arbitrator, or
- (ii) In the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Centre/Unit to appoint another person as arbitrator.

If the arbitrator be a person appointed by the Head of the Purchase Office – In the event of his dying, neglecting or refusing to act or resigning or being unable to act, for any reason, it shall be lawful for the Head of the Centre/Unit either to proceed with the reference himself or appoint another person as arbitrator in place of the outgoing arbitrator.

Subject as aforesaid the Arbitration & Conciliation Act 1996 and the rules thereunder and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this Clause. The Arbitrator shall have the power to extend with the consent of the purchaser and the Contractor the time for making and publishing the award. The venue of arbitration shall be the place as purchaser in his absolute discretion may determine. Work under the Contract shall, if reasonably possible, continue during arbitration proceedings.

In the event of any dispute or difference relating to the interpretation and application for the provisions of the Contracts, such dispute or difference shall be referred by either party to Arbitration of one of the Arbitrations in the Department of Public Enterprises. The Arbitration Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Govt. of India. The parties to the dispute will share equally, the cost of arbitration as intimated by Arbitrator.

18. COUNTER TERMS AND CONDITION OF SUPPLIERS:

Where counter terms and conditions printed or cyclostyled conditions have been offered by the supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

19. SECURITY FOR PURCHASE OF MATERIALS:

Successful tenderer will have to furnish in the form of a bank guarantee or any other form as called for by the purchaser towards adequate security for the materials and properties provided by the Purchaser for the due execution of the Contract.