

**DEPARTMENT OF HEALTH AND FAMILY
WELFARE PUNJAB**



PUNJAB HEALTH SYSTEMS CORPORATION

e-Tender

TENDER DOCUMENT RATE CONTRACT

(MEDICINES/2019)

***(Bid Ref. No. – e-tender/PHSC/Proc/RC/medicines /2019-20/40)
Package-II (JSSK medicines)***

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PUNJAB HEALTH SYSTEMS CORPORATION

E-Block, 2nd Floor, Phase-8, (Sector 62)

Punjab School Education Board Complex

Sahibzada Ajit Singh Nagar (Mohali), PUNJAB

Phone: 0172-2232243, 2232245 & 2232247

Visit us at: punjabhealth.co.in

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NOTICE INVITING e-TENDERS FOR MEDICINES

Bid Ref. No. :- e- tender/PHSC/Proc/RC/various Medicines/2019-20/40

The Punjab Health Systems Corporation, Mohali (Department of Health & Family Welfare, Punjab) invites online bids through <https://eproc.punjab.gov.in> for the various types of Medicines under Essential Drugs List and other programs as enumerated in the tender document available on the website <https://eproc.punjab.gov.in>

Schedule of important activities/Key data in this regard is as under:

1. **Date, time and venue of Pre-bid Conference:-** 10.02.2020 at 11:00 am in the O/o PHSC at above mentioned address.
2. **Closing Date and time :-** 02.03.2020 up to 4:30 pm.
3. For details log on <https://eproc.punjab.gov.in>.
4. Corrigendum/Amendment if any will only be published on website <https://eproc.punjab.gov.in>

MANAGING DIRECTOR



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Detailed Notice Inviting e-Tender

For SINGLE RUNNING RATE CONTRACT FOR PURCHASE OF MEDICINES

The Punjab Health Systems Corporation is nodal procurement agency for procurement of medicines, consumables and supplies to Government Hospitals and Government Medical Colleges in the State of Punjab. Drugs and consumables approximately worth Rs. 100 crore p.a are being purchased for various levels of institutions under the Department out of the budgetary grants being provided by the Government of India under NHM, The State Government from Plan and Non-Plan funds and user charges being collected by secondary level institutions.

The Department of Health and Family Welfare, Punjab (Punjab Health Systems Corporation) proposes to enter into a Single Running Rate Contract with pharmaceutical manufacturers who fulfill the eligibility criteria mentioned in the tender documents for the various drugs & Consumables as per following details:-

SR. No.	Name of the item	Unit Pack Size	Earnest Money Deposit (In Rs)
1.	Tab. Misoprostol 25 mcg	10 X 10 Strips	20000.00
2.	Tab. Isoxsuprine- 20 mg SR	10 X 10 Strips	2000.00
3.	Tab. Nitrofurantoin 150 mg SR	10 X 10 Strips	10000.00
4.	Cap./Tab. Amoxycillin 250 mg + Cloxacillin 250 mg+ Lactobacillus spores 60 million	10 X 10 Strips	20000.00
5.	Inj. Valethamate Bromide 8 mg/ 1 ml	Amp	5000.00
6.	Inj. Labetalol 5mg/ml	4ml amp	5000.00
7.	Levo Salbutamol Respirator 0.31 mg /2.5 ml	2.5 ml btl/amp	5000.00
8.	Drop Cetrizine HCL - 10 mg/1 ml	10ml btl	5000.00
9.	Dinoprostone Gel	3gm tube	20000.00
10.	Caffine Citrate Oral Suspension	1 ml	10000.00
11.	Syrup Ondansetron 4mg/5 ml	50ml btl	10000.00

- Further details regarding the eligibility criteria and other Terms and Conditions for the above Rate Contract are given in the Tender Document, which can be downloaded from the website <https://eproc.punjab.gov.in>. The tendering process shall be carried out online through <https://eproc.punjab.gov.in>. For any clarifications/difficulty regarding e-tendering process, please contact 0172-2791326, 0172-2791226.
- The schedule of major activities in this regard is as under :-

Sale of tender document	Date, time and venue of pre-bid conference	Last, date and time for Submission of online bids.	Date & time for submission of the Hard copies of Technical bids in the office of PHSC	Date, time and Venue for Opening of Tender
02.03.2020	10.02.2020 at 11:00 am in o/o Director (procurement), PHSC.	02.03.2020 till 04:30 pm	05.03.2020 till 11:00 am in Procurement Section , PHSC	Bids will be opened online on 05.03.2020 at 11.30am.

- Corrigendum/Amendment if any will be published on website therefore, please keep visiting our website <https://eproc.punjab.gov.in>
- The Managing Director PHSC reserves the right to reject any or all tenders without assigning any reasons.



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Procedure for submission of online Technical bids and hard copies of technical bids .

The online technical bids shall be submitted in following tender formats with supporting documents specified for each form to be attached strictly in sequence and duly page numbered.

Tender Form – 1 : Documents related to technical aspects

Tender Form- 2 : Documents related to commercial aspects and other related documents

The documents should be scanned and submitted online as well as hard copies to be submitted strictly as per the sequence in the tender forms annexed in this tender document.

Bids of the bidders who did not submit the tender strictly as per the sequence enumerated in the tender forms or who did not submit the requisite documents would be liable for rejection straightaway as per the discretion of the Managing Director, PHSC.



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Important Instructions for filling and submission of tender

1. This is an e-tender in which tenders are being invited online and it is mandatory to submit tender in Technical Bids –(Part-1) and Price bids (Part-2) online at <https://eproc.punjab.gov.in> by specified date and time. Though tender document is also available on the website of the PHSC i.e www.punjabhealth.co.in , but that is just for information of prospective bidders. Online submission of bids through <https://eproc.punjab.gov.in> is mandatory.
2. EMD has to be submitted offline in shape of Bank Draft / Bank Guarantee. However while viewing tender details online, the bidders will see that amount of the EMD is reflected as NIL since EMD is not to be submitted online and EMD is to be submitted manually item wise as per details in Annexure-A.
3. No exemption from submission of EMD is available to any class or category of bidders. Bids not accompanied with EMD shall be rejected straightaway.
4. Sealed Envelope containing Hard copies of technical bids (Part-1) only and EMD are also required to be submitted by the date and time specified in the Notice Inviting tenders.
5. Tender document fee is to be deposited online.
6. The bidder shall read all the terms and conditions of the tender document thoroughly before submission of bids.
7. The rates are to be filled online in BoQ for the quoted items strictly as per unit pack size mentioned in the BoQ for the concerned item.
8. Proceedings of the Pre-Bid conference will be uploaded on the website and any changes / modifications /clarifications issued through proceedings of the pre-bid conference shall be mandatory and treated as integral part of the tender document.
9. The bidders should quote only for those items for which the bidder meets the eligibility criteria.
10. If any document is sought from any bidder/bidders by the PHSC and the bidder could easily provide such document but did not submit the same, action of debarring such bidder from participation in the bidding process of PHSC may be initiated and EMD will be forfeited.
11. All the documents as enumerated in the tender conditions, Tender Forms or elsewhere in the tender document must be submitted in the proper sequence.

Note :- For submission of Tender Document Fee & EMD etc online through e-tendering site, if the bidder uses gateway of SBI bank for online payment, the transaction is reflected within one day. However, if online payment is made through any other bank, it will take 3 days for completion of transaction. Therefore, bidders are requested to make payment of tender document fee & EMD etc well in advance keeping in view the above facts.



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CONCLUSION OF RATE CONTRACT FOR DRUGS/MEDICINES FOR USE IN GOVERNMENT HOSPITALS AND DISPENSARIES IN THE STATE OF PUNJAB

(TO BE VALID FOR TWO YEARS FROM DATE OF FINALIZATION).

SECTION - I PRELIMINARY BRIEFS

- I. The Punjab Health Systems Corporation has been entrusted with the task of finalization of Rate Contract for various Essential Drugs, Surgical Consumables and Other Medicines and material being procured for use in Government Medical Colleges, District Hospitals, Sub-Divisional Hospitals, Community Health Centers, Primary Health Centers, Subsidiary Health Centers and sub-centers.
- II. Drugs and consumables approximately worth Rs. 100 crore p.a are being purchased for various levels of institutions under the Department out of the budgetary grants being provided by the Government of India under NRHM, The State Government form Plan and Non-Plan funds and user charges being collected by secondary level institutions.
- III. It is proposed to enter into a single Running Rate Contract with pharmaceutical firms which fulfill the eligibility criteria approved by the Punjab Health Systems Corporation (PHSC) [Department of Health and Family Welfare (DHFV), Punjab] for supply of drugs/medicines items enumerated in **Annexure-A**. The eligibility criteria have been given in the General Terms and Conditions. Firms intending to participate in the Rate Contract should first **ensure that they fulfill all the eligibility criteria as prescribed under the terms and conditions**, otherwise the tenders will be summarily rejected. **Tenderer should quote only for the items for which they fulfill all the eligibility criteria.**
- IV. The Rate Contract will be governed by the terms and conditions enclosed with this Tender Enquiry and no modifications/alterations etc. are allowed in any case. If any modification/alteration is proposed or any other condition is advanced by the tenderer, it shall be ignored and the tenderer will be bound by the terms of tender notwithstanding any modification/alteration etc. proposed by them.
- V. Tenderer is therefore advised to tender rate quotation only if the terms and conditions as prescribed by DHFW are acceptable to them in its entirety and they fulfill all the eligibility criteria.
- VI. Tenderers should submit bids in two parts i.e Technical and Price Bids online as per details provided in the tender document. **Separate bids should be submitted for each package for which the bidders intends to submit the bid.**

VII. The tender should be accompanied with an Earnest Money Deposit (EMD) as specified against each item in Schedule of requirements (Annexure-A). EMD shall be submitted only in the form of Bank Draft favoring Punjab Health Systems Corporation, Payable at Sahibzada Ajit Singh Nagar (Punjab) or Chandigarh or an Unconditional Bank Guarantee issued by a scheduled Bank as per format appended in this tender document. EMD in any other form i.e. cheque/FDR etc. will not be accepted. **EMD has been specified item wise. However bidder may either attach separate bank draft for each of the quoted item or may attach a single bank draft for the total EMD of all the items quoted by the bidder. In case a bidder prefers to submit EMD for more than one items through a single Bank draft, a list of quoted items with EMD mentioned against each item should be attached with the draft of EMD. No exemption is available for submission of EMD to any class or category of bidders. Bids not accompanied by the EMD shall be rejected straightaway. In case EMD is submitted in shape of Bank Guarantee the validity of the Bank Guarantee shall be till 31.03.2021.**

I. **Cover “A” Technical Bid:**

The Tenderer should submit the readable scanned copies of the following certificates/documents for the items tendered in part-1i.e.**Technical Bid**. The tender shall be liable to be rejected if following documents are not submitted with Technical Bid.

- i) Earnest Money Deposit Draft for the items quoted.
- ii) Audited Financial Statements (Balance sheets and profit & loss account statements) for the last three years i.e. 2016-17, 2017-18 and 2018-19 along with annual turnover statement for the above three years certified by the Auditor. Pharmaceutical firms having a minimum average annual turnover of Rs. 20 crore (Twenty crore) during the last three years i.e. 2016-17, 2017-18 and 2018-19 will be eligible for participation in DHFW, Punjab Rate Contract.
- iii) The bidder should submit copy of valid Drug Licence with Item approval for the quoted items.
- iv) WHO-GMP Certificate for, the items quoted. Only those manufacturers who possess the item-wise COPP as per WHO technical report series scheme are eligible (Except for the items for which relaxation is mentioned elsewhere in the tender document)
- v) Three years manufacturing and marketing experience certificate from the State Drug Controller in the prescribed proforma (**Annexure-B**). The Certificate should have been issued recently (not more than one year old). The Certificate is to be signed by Drug Controller of the State.
- vi) A list of items for which the offer is being made should be given as per the format as given in **Annexure-A**. All the columns of **Annexure-A** should be properly filled up and no column should be left blank.
- vii) The bidder shall submit an Affidavit certifying that the bidder is not debarred /blacklisted/de-registered by any Government / Government Undertaking / Government Procurement agency. Also certifying that the bidder has not quoted any item for which the bidder is debarred /blacklisted /de-registered by any Government Department/ Government Undertaking/Government Procurement agency.
- viii) Tender may also be rejected if it is not submitted by the date/time prescribed for acceptance and any of the following documents listed is either not attached or attached but it is not in proper form/properly attested/not signed by authorized/competent officer. Tender is also likely to be rejected if instructions for

filling up the tender/submission of quotations annexed herewith, are not fully & properly adhered to.

- ix) Item number as per tender enquiry should be clearly marked and highlighted with fluorescent marker pen in the WHO-GMP Certificate /Drug license/manufacturing and marketing certificate documents submitted.
- x) **Online Tender document cost in respect of each package** for which the bid is submitted.
- xi) Each & every paper/page of the tender documents should be serially numbered and duly signed by the tenderer in accordance with the provision contained in clause – 25 of the General Term & Conditions (Section-III) . A proper catalogue/checklist must be enclosed in the chronological order with page no. as per checklist attached as **Annexure-X**.
- xii) **A pre-bid conference will be held on 10.02.2020 at 11:00 am in O/o Director (Procurement) PHSC. Any prospective bidder can attend the pre-bid conference to seek any clarifications about the tender. The proceedings of the pre bid conference will be uploaded on the website <https://eproc.punjab.gov.in> and will form integral part of this tender document. Any clarifications/ Modifications/changes notified during the pre-bid conference will be mandatory and binding.**

NOTE: HARD copy of technical bid containing EMD and all the documents specified above for technical bid (Part-1) shall also be submitted in a sealed envelope by 05.03.2020 till 11:00 am in tender box placed in the procurement section , PHSC.

II. **Part 2 - Price Bid:**

The Tenderer should submit price bid in online format.

Part -2 i.e. Price Bid of only those tenderers who fulfill all the eligibility criteria as laid down on the basis of details furnished by the tenderer in part-1 technical bids will be opened online.

Tender duly filled and supported with scanned copies of documents must be submitted online by 02.03.2020 till 04:30 pm. The tenders (part 'A') technical bids will be opened online on **05.03.2020 at 11:30 am**.

NOTE:

1. **Due care has been taken to mention the name of the medicines in generic names only. In case of any error or ambiguity in specification of any item, the prospective bidders can inform through e-mail to managerprocphsc@gmail.com and proc.phsc@gmail.com or can raise the issue in pre-bid conference. No request in this regard will be entertained after pre-bid conference. Clarifications/ corrections if any will be intimated to the concerned prospective bidder through e-mail and will also be placed on the website of the PHSC www.punjabhealth.co.in and <http://eproc.punjab.gov.in>**
2. **PHSC may also issue clarifications/ amendments in response to the clarifications sought by the prospective bidders during pre bid conference or at its own level prior to the date of opening of bids and the prospective bidders should keep checking the website before the final date of submission of tender for any amendments /clarifications issued by the PHSC.**

SECTION - II

IMPORTANT INSTRUCTIONS TO BIDDERS

1. A list of items quoted (without rates) should be in the prescribed format as per **Annexure 'A'**.
NB : Please stick to this proforma Description of the item including composition strength & Pharmacopoeal standard should be given clearly.
2. The Price Bid should be submitted on a separate sheet as per the proforma on the website.
3. The tenderer should read carefully the terms and conditions enclosed and submit **Annexure 'C'** duly signed.
4. **The tenderer should quote for, those items only for which the tenderer qualify as per terms & conditions of the Rate Contract and for which they have valid C.O.P.P as per WHO technical report series scheme.** The WHO-GMP Certificate Should indicate the date of its validity, or it should not have been issued more than 2 years ago. The bidder should enclose a copy of the WHO-GMP along with the list of drugs covered by this, valid on the date of the tender, marking the **"item number"** of the rate enquiry schedule.
5. The certificate in support of manufacturing and marketing of the product for the last three years is to be submitted as per **Annexure 'B'** enclosed, duly signed by the State Drug Controller, Certificate issued by Inspector of Drugs/Drugs Inspector will not be accepted unless their authorization by State Drug Controller to this effect is supported by documentary evidence. The Certificate should have been issued recently not more than a year ago.
6. The tenderer should quote only one rate for each item without any variation for different areas or any escalation clause. Rates quoted should be given both in words and in figures.
7. For New Drugs, enclose an approval certificate of the Drug Controller General of India along with certificate from the concerned licensing authority.
8. Enclose a valid import license where applicable.
9. If you are indicating 'No Tax' while quoting rate for any item, enclose a copy of certificate issued from the concerned Tax Authority in support of Tax Exemption granted for the item. The certificate should clearly show whether tax exemption is granted for particular items or for all the items manufactured by the firm.
10. The tenderer should provide the specimen of the labels they are putting on the container of the drug of which price is quoted.
11. In **Annexure 'E'**, Correspondence address, Telephone, Fax and Annual Turnover must be filled.
12. The goods are to be supplied F.O.R. destination at the Regional Warehouses of the department at Verka (Amritsar) , Bathinda, Kharar (Sahibzada Ajit Singh Nagar), or /and any other Warehouses / store as mentioned in the purchase orders and all the transit loss whatsoever will be borne by the firm (any monetary limit is not acceptable).
13. The approved firm shall be liable to supply the items in all 22 districts in the state of Punjab from where they receive orders.

14. The tenderer must deposit earnest money deposit (EMD). **EMD has been specified item wise. However bidder may either attach separate bank draft for each of the quoted item or may attach a single bank draft for the total EMD of all the items quoted by the bidder. In case a bidder prefers to submit EMD for more than one items through a single Bank draft, a list of quoted items with EMD mentioned against each item should be attached with the draft of EMD. No exemption is available for submission of EMD to any class or category of bidders. Bids not accompanied by the EMD shall be rejected straightaway.** Further in case of the bidders with whom Rate Contract are finalized, the concerned bidders shall submit security deposit for the items for which Rate Contract is finalised in shape of Bank Draft or Bank Guarantee which should be valid for 26 months. The bank Guarantee should be accompanied by the details of issuing authority, containing name, designation, phone number and complete address of the issuing authority and office . Cheque/ FDRs will not be accepted in any case Earnest Money Deposit (EMD) deposited earlier will not be adjusted against this tender. The tenders submitted without earnest money deposit will be summarily rejected. **No exemption from submission of EMD is allowed to any category or class of bidders and bids of the bidders not accompanied with the requisite EMD shall be rejected straightaway.**
15. If the above instructions are not adhered-to by the tenderer, the quotation may summarily be rejected and PHSC will not be liable to answer for the same.
16. Items which do not qualify the eligibility criteria should not be quoted at all.
17. The bidder shall ensure compliance with GS-1 bar coding standards for supply of items under the Rate Contract.
18. The Bidder should submit an Affidavit stating that the bidder is not blacklisted /debarred/DE-registered by any Government Department /Undertaking/ Government Procurement agency. Also certifying that the bidder has not quoted any item for which the bidder is debarred /blacklisted /de-registered by any Government Department/ Government Undertaking/Government Procurement agency.

GENERAL TERMS AND CONDITIONS FOR RUNNING RATE CONTRACT

1. This rate enquiry is for the purpose of executing, Rate Contract for supply of essential medicines in Govt Medical Colleges, Govt Health Institutions in the State of Punjab i.e Rural Dispensaries, Subsidiary Health Centres, Rural Hospitals, Primary Health Centres, Community Health Centres, Sub Divisional Hospitals and District Hospitals run by the Govt of Punjab within the State of Punjab. The rates quoted and accepted by the Managing Director, Punjab Health Systems Corporation shall be valid for the quantities that may be purchased from time to time during the course of the contract.
2. The quotations shall remain open for acceptance for 180 days (One hundred Eighty days) from the date of opening of tenders.

3. Eligibility : -

Firms to be eligible should fulfill the following conditions:-

- i. The bidder shall be principal manufacturer or direct importer having valid Drug Manufacturing licence/Import licence for the quoted items. Third party manufactured items will not be considered.
- ii. Pharmaceutical firms having a average annual turnover of Rs.20 crores (Rupees Twenty Crore) during the last three years i.e.2016-17, 2017-18 and 2018-19 will be eligible for participation in this Rate Contract. Firms will have to submit audited financial statement for the above three years in support of annual turnover.

Turnover should be in respect of firm submitting the tender. Group turnover will not be considered for determining the eligibility and such tenders will be rejected summarily.

- iii. The bidder /manufacturer must have WHO-GMP certificate i.e., Good Manufacturing Practices (GMP) Certificate in accordance with the W.H.O and must possess the item-wise COPP as per WHO technical report series scheme for the drugs quoted.

If it is found subsequently that the WHO-GMP certificate has been issued not in accordance with the guidelines issued in this regard by the Drug Controller General of India (which includes joint inspection of the manufacturing unit by central and state drug control authorities), the certificate as well as the tender are liable to be rejected.

The WHO-GMP certificate should be in the prescribed format. GMP certificate as per WHO norms will not be valid.

- iv. A certificate from the State Drug Controller concerned that the firm has been manufacturing and marketing the product/products for which the firm has quoted the price, for the last three years except for new drugs. Firm should have three completed years experience of marketing and manufacturing as on date of opening of the tender.
- v. For newly introduced drugs, the original manufacturer can be eligible provided the firm submits a certificate from the Drug Controller General of India in support of the claim and Drug license from the Licensing authority.
- vi. For proprietary drugs, if a firm is the sole manufacturer for the products, it can be eligible provided it submits certificate to this effect from the State Drug Controller/Licensing Authority.
- vii. For the drugs which are being imported, the firm should possess valid import license issued by the Drug Controller General of India and marketing license issued by concerned Licensing Authority.

- viii. Firm should have a valid drug manufacturing license from the State Drug Controller for the drug / drugs quoted and must submit a attested copy of the same.
 - ix. In case of narcotics, the firm will have to submit the narcotic license issued by the licensing authorities.
 - x. Firm should submit Non Conviction Certificate (N.C.C) issued by the State Drug Controller, to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules thereunder during the preceding three years for any of the drugs for which he has quoted price and that no case / proceedings is pending against the manufacturer in any Court of Law in India under the Drugs & Cosmetics Act. The Non-Conviction Certificate (N.C.C) should be in respect of drug licence from which the firm has quoted . The N.C.C should be latest and should not be more than six months old.
 - xi. For the drugs quoted in the tender enquiry, firm will have to submit the samples on demand. If firm fails to submit the samples, the tender will be rejected.
 - xii. The bidder should not have been debarred /blacklisted / de-registered by any Government Undertaking in India. The bidder should submit a notarized undertaking certifying that the bidder is not debarred/blacklisted or de-registered by any Government or Government undertaking in India. The bidder should also not have been debarred /blacklisted /de-registered by any Government Department /Government Undertaking/ Government Procurement agency for the any of the item quoted by the bidder.
 - xiii. Past performance of the bidder will be taken into consideration for evaluation of bids / award of Rate Contract. Bids of the bidders whose samples have failed frequently in the past or who have frequently made defaults in execution of orders issued under the Rate Contract (Delay in supply/non execution of orders etc) shall be liable for rejection.
4. After the quotations have been accepted by the Managing Director, Punjab Health Systems Corporation, supply orders will be placed by the Director (Procurement)/Officer Incharge of Procurement section, Punjab Health Systems Corporation, who for the purpose of this Rate Contract, shall be designated as Chief Direct Demanding Officer and will exercise the powers of Managing Director, Punjab Health Systems Corporation in all matters connected with the execution of supplies and/or wherever specifically provided in the terms and conditions of the Rate Contract. The Chief Direct Demanding Officer can also designate any of his subordinate Officer as Direct Demanding Officer (DDO) to operate this contract.
 5. Supply orders will be placed from time to time during the currency of the contract in which the exact quantities required on each occasion together with the date of delivery shall be specified by the Direct Demanding Officers.
 6. Supply orders against the contract will be accepted as long as these reach the contractor on or before last date of the currency of the contract. Supply orders received during the closing days should be complied within due course, in accordance with the contract, even though in some cases owing to contract having expired, supplies are to be executed after the expiry of the last date of contract.
 7. No guarantee can be given as to the minimum quantity which will be drawn against this contract but the contractor will supply quantity as may be ordered by the Direct Demanding Officers during the currency of the contract.
 8. The Managing Director, Punjab Health Systems Corporation reserves the right to reject any or all offers including the lowest quotation without assigning any reasons whatsoever. Managing Director, Punjab Health Systems Corporation will also have the authority to accept tenderer's offer in respect of any one or more of the items for which tenderers may have quoted and his decision in this respect shall be final.

9. Managing Director, Punjab Health Systems Corporation as well as DDOs reserves the rights to invite in his sole discretion separate quotations to effect purchases outside this contract in the event of any urgent demand arising in a locality where no stocks are held or otherwise.
10. Quotations shall be strictly according to the required specifications, and in the case of formulations, detailed formula along with the connected literature, Drug licenses should be furnished. The name of the manufacturer, and the brand name should also be stated.
11. **Marking:**
Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and in rules made thereunder.
12. **Packing:**
- a) Tendering firms must quote for the packing specified against each item in the schedule annexed "To the Rate Enquiry", as any other packing may not be accepted.
 - b) Where no pack is specified, tenderers may quote for standard packs available in the market.
 - c) All labels of cartons, ampoules, vials, bottles, jars, tubes, tins, containers etc., should be emboldened/imprinted/stamped with the letters "**Punjab Govt Supply not to be Sold**".
 - d) The supplier shall ensure compliance with GS-1 bar coding standards
 - e) Loose supplies/damaged packing/tempered or damaged labeled supplies shall not be accepted under any circumstances.
 - f) Rates should be quoted for **Strip packing** only except where mentioned otherwise specifically .
 - g) Supplies to be made in proper boxes.
 - h) Liquid orals to be supplied only in glass bottles / plastic bottles conforming to IP / Drugs & Cosmetics Act.
 - i) Large volume parenterals to be quoted and supplied only in plastic bottles/ polypacks conforming to I.P.
 - j) It should be ensured that only **first use packaging material, of uniform size including Bottles** and vials is used for making supplies on the basis of DHFW Rate Contract.
 - k) All primary packing container should be strictly conforming to the specification included in the relevant pharmacopoeia.
 - l) Packing should be able to prevent damage or deterioration during transit.
 - m) The bidder shall ensure compliance with GS-1 bar coding standards on secondary packing / tertiary packing for supply of items under the Rate Contract.
13. All containers i.e. bottles, tins, cartons, tubes etc., are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents.

14. **Life Period:** Drug supplied should not be older than one sixth (1/6) of its shelf life from the date of manufacture in case of bulk orders and should not be older than one fifth (1/5) of its shelf life in case of user charges supplies.
- 15.
- i) The offered supply should comply with the provisions of the Drugs and Cosmetics Act, 1940 and the Rules made thereunder as amended upto date and Drug Price Control order.
 - ii)
 - a) If any supply against the Rate Contract are found to be not of standard quality on test analysis from approved laboratory and/or on inspection by competent authority, the contractor will be liable to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of fact that part or whole of the supplied stores may have been consumed.
 - b) If the product is found to be 'not of standard quality, the cost of testing will be recovered from the supplier.
 - c) If the firm fails to replace the batch declared to be 'not of standard quality' or fails to make payment in lieu of that, the firm is liable to be debarred for two years in respect of the one or more or all the items in the Rate Contract of the DHFW, Punjab.
 - d) If 2 or more batches of the same drug of a manufacturer fails consecutively on testing, the concerned manufacturer will be debarred for the concerned item and if samples of two or more drugs of the manufacturer fails consecutively, the manufacturer will be debarred and prosecution proceedings will be launched against such manufacturer.
 - e) If Category A (major) defect is found, the firm will be debarred for three years for one or more or all the products in the Rate Contract of DHFW, Punjab. The classification of defects into – A category (major) and B category (minor) defects will be as per the guidelines issued by the Drug Controller General of India.

NB: Rate Contract of DHFW implies to tenders invited by any wing of DHFW, Punjab i.e PHSC, NRHM-Punjab, Directorate of Health and Family Welfare or its subordinate offices.

16. The contractor should also give a **guarantee** as follows in case of biological and other products having a particular life period to provide safeguard against losses on account of deterioration within their stated period of potency.

The contractor/seller hereby declare that the goods/stores/articles sold to the buyer under this contract shall be of best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained/mentioned in the description clauses hereof and the contractor/seller hereby guarantees that the said goods/stores/articles would continue to conform to their description specification as stated in the contract and that notwithstanding the fact that the purchaser (inspector) may have inspected and/or approved the said goods/stores/articles. If the same be discovered not to conform to the description and quality aforesaid or have deteriorated the decision of the purchaser in that behalf will be final and conclusive. The purchaser will be entitled to reject and said goods/stores/articles or such portion thereof as may be discovered not to conform to the said description and quality. Such rejection of the goods/stores/articles will be at the seller's risk and all the provisions herein contained relating to rejection of goods etc., or such portion thereof if is rejected by the purchaser otherwise the contractor/seller shall pay to the purchaser such damages as may arise by reason of the breach of conditions herein contained. Nothing herein contained shall prejudice any other right of the purchaser in that behalf under this contract or otherwise.

17. The Price charged for the stores supplied under the agreement or the rate quoted by him for supply of medicines to the DHFW, Punjab, whichever is lower, shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person(s) during the said period of agreement. If at any time during the said period, the contractor reduce the sales price of such stores or sells such stores to any other person at a price lower than the price chargeable under the agreement, he shall forthwith notify such reduction in sale price to the DHFW, Punjab and Direct Demanding Officers and the price payable under the agreement for the stores supplied after the date of its coming into force will be the reduced price. The approved price in Rate Contract shall stand correspondingly reduced.
18. The price must be quoted F.O.R. Destination per unit as shown in the schedule annexed and should be exclusive of GST but inclusive of all charges for packing and forwarding etc.
19. GST, where legally leviable and intended to be claimed, should be distinctly shown separately along with the price quoted. Where this is not done, no claim be admitted at any later stage on any ground.
20. The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items covered by the supply order in good condition at the specified destination and for this purpose freight insurance octroi etc., if any, will have to be borne by the supplier. The consignee will, as soon as possible, but not later than 30 days of the date of arrival of stores at destination, notify the contractor, of any loss damage to the stores that may have occurred during the transit.
21. **Payment procedures and terms**

The supplier will on dispatch of the material will upload the invoices and the NABL / In-house test reports (as applicable) on the supplier web portal www.eaushadhipb.in.

On uploading the invoices and the test reports, the supplier will generate the uploading coupon, with distinct number, which should be sent with the original invoices to the warehouse. Supplies not accompanied with the coupon generated from the web portal through suppliers interface will not be accepted.

One copy of the invoice shall be sent with the supplies and one copy with the copy of coupon shall be sent per courier/speed post to the Director Finance, Punjab Health Systems Corporation , SAS Nagar, Punjab. The supplier will give the bank details i.e. account No., RTGS code, and name of the beneficiary along with the bank branch details where the amount is to be remitted. (kindly refer requisite proforma attached as Annexure-).

90% payment will be released to the supplier on receipt of the goods at Warehouse. PHSC H.Q. will generate online Material Receipt Report (MRR) when the goods are received by the Warehouse.

10% payment will be released to the supplier on acceptance of the material after the test report from empanelled laboratories. The PHSC H.Q. will generate online Material Acceptance Report (MAR).

22. **Delivery Conditions**

- a) **Batch Size:** In case of bulk orders issued by the State H.Q, the number of batches of each item supplied under the Rate Contract shall be minimum and the quantity of item supplied in each batch shall not be less than the minimum batch size specified in schedule of requirements.

- b) **Delivery Period:** Delivery must be completed within 45 days from the issue of award for tablets/capsules/ syrups/ applications and within 60 days from the issue of award for Injections and I.V fluids. Date of issue of award shall be the actual date of dispatch by e-mail/online application.

The successful tenderers shall make deliveries against supply orders within stipulated delivery period as mentioned in the award. In case of failure to supply, the DHFW Punjab reserves the right to purchase the stocks from other sources as risk purchase, i.e. purchase from any other firm or firms, in the rate contract or from outside the contract at the discretion of the Direct Demanding Officer concerned at a competitive rate.

- c) Immediately on receipt of the order, the supplier should confirm the receipt of order and inform the tentative schedule by which the material will be supplied by the supplier. In case the supplier is not in a position to execute the award wholly or partially within the stipulated delivery period, the supplier must inform the PHSC in this regard within 5 days from the date of dispatch of order, so that alternative arrangement for procurement from matched bidder/outside the Rate Contract may be made by the purchaser for meeting emergent requirements at the risk and cost of the supplier. In case no confirmation is received from the supplier regarding execution of order within the stipulated delivery period, it will be presumed that the order will be executed within the delivery period and in case it is not executed within the stipulated delivery period, action will be initiated against the bidder for debarring/risk purchase.
- d) **In case of emergent requirements the suppliers have to deliver the material within 30 days or even earlier and in such cases the supplier must ensure to deliver the material within the period mentioned in the purchase order. In case the supplier is not in a position to execute the complete order within the stipulated delivery period, the supplier must inform the PHSC in this regard within 5 days from the date of dispatch of order about his inability with details of the material that can be delivered by the supplier within the delivery period mentioned in the purchase order, so that alternative arrangement for procurement from matched bidder / outside the Rate Contract may be made by the purchaser for meeting emergent requirements. In case no confirmation is received from the supplier regarding execution of order within the stipulated delivery period, it will be presumed that the order will be executed within the delivery period mentioned in the order and in case it is not executed within the stipulated delivery period, action will be taken against the bidder for debarring/ risk purchase in addition to the other penalties as per tender conditions.**
- e) The items supplied should be accompanied by the test reports from NABL accredited Laboratory/ CRI , Kasauli in respect of each batch supplied.
- f) The supplier shall update the details of material being supplied using supplier interface for which the supplier shall ensure to obtain their user I.D and passwords from the I.T cell of the PHSC.

23. **Late delivery :**

- g) If the successful tenderer fails to execute the supply order within the stipulated period penalty of 0.25 % per day of the value of the order not supplied will be levied. The cut of date of delivery period shall be counted from the date of actual dispatch of supply orders to date of receipt of supplies at FOR destination. A successful tenderer can extend the delivery period with the agreement of the DDOs, if he is not in a position to execute the order in time. Such extension is permissible for a maximum period of 5 weeks and in this situation penalty will be levied as mentioned below.

Maximum cap of liquidated damages would be 15% of contract value of goods not supplied/delayed in supply. Once the maximum penalty/maximum Liquidated damages limit is reached, the order shall stand cancelled automatically. Provided further that in case the bidder is not in a position to supply the material within the stipulated delivery period, the order can be cancelled forthwith and action against supplier may be initiated as per bid conditions. If the supplier is not in a position to execute the orders within the stipulated delivery period, the supplier shall inform the PHSC in this regard with tentative time schedule regarding supply of material and the PHSC may extend the delivery period subject to imposition of liquidated damages as per bid conditions

- h) If the articles are not supplied by the schedule date (as indicated above or by the extended date) full or in part, the order in respect of the quantity not supplied is liable to be cancelled at the contractor's risk and expense. The extra expenditure involved in procuring supplies from elsewhere will, in that case, be recoverable from the contractor in full at discretion of Direct Demanding Officers. The recoveries thus due will be deducted from any sum then due to him from the Direct Demanding Officer or which at any time thereafter may become due to him under this contract or any other contract placed with him by the Direct Demanding Officers. He will be deemed to be exercising the powers of Director Health Services, Punjab in case any such contingency arises. Apart from risk purchase action, the firm's earnest money deposit/the security deposit may be forfeited and shall invite other penal action like debarring from participating in DHFW Punjab Rate Contract present and future for a period of **not less than two years**.

24. **Performance Security :**

- a) The supplier shall deposit a performance security equivalent to 5% of the value of purchase order within 10 days from the issue of purchase order as a security for the due performance of the agreement in all respects. The performance security shall be deposited in form of Bank Draft in favour of Punjab Health Systems Corporation payable at SAS NAGAR (MOHALI) Chandigarh or unconditional Bank Guarantee from a Scheduled Bank as per format of Bank Guarantee attached which shall be valid for six months. This Performance Security amount will be refunded on satisfactory execution of supply order.
- b) The Managing Director, PHSC will be at liberty to apportion any sum or sums to cover extra expenditure incurred by any Direct Demanding Officer in the manner indicated in Clause 23 above. No appeal shall lie with any authority against the decision taken by him in pursuance of this clause.
- c) The tenderer must deposit earnest money specified for the quoted item along with the tender. This will be for due performance of the Rate Contract agreement in all respects. The Managing Director, Punjab Health Systems Corporation will be, at liberty to adjust whole or part of this money and security money to recover the penalty indicated in clause 23 above or any other dues accruing to the DHFW Punjab. No appeal shall lie with any authority against the decision taken by him in pursuance of this clause.
- d) Managing Director, Punjab Health Systems Corporation will not pay any interest on Earnest Money Deposit/Security Deposit, which would stand credited to the PHSC Account.

25. **Signing of the tender**

The tender is liable to be rejected if complete information is not given therein or if the particulars and date (if any) asked for in the schedule to the tender are not filled in. Individual signing the tenders or other documents connected with the contract must specify whether he signs as:-

- i) A sole proprietor of the firm or constituted attorney of such sole proprietor.
- ii) A partner of the firm, if it be a partnership firm in which case he must have authority to refer to arbitration disputes concerning the business of the partnership/ agreement or a power of attorney.
- iii) Constituted Attorney of the firm if it is a company.

N.B.

- 1) In case of (ii) a copy of partnership agreement attested by a Notary Public should be furnished unless the same has been previously furnished to the Corporation, or affidavit on stamped paper of all the partners admitting execution of the partnership of the general power of attorney should be furnished.
- 2) in the case of partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
- 3) A person signing the tender from or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to sign the same and, if on enquiry it appears that the person so signing had no authority to do so, the purchaser may without prejudice to other civil and criminal remedy cancel the contract and hold the signatory liable for all costs and damages.
- 4) Each and every page of the tender and Annexure if any should be signed by the authorized signatory of the firm. The specimen signature of the authorized signatory should be submitted to the Corporation along with the tender.
- 5) The tender will be liable for rejection if:-
 - a) A firm submits conditional tender.
 - b) "No tax" quotations are not supported by a proof.
 - c) All the papers are not complete.
 - d) More than one type of rates are quoted for one product.
 - e) Tender is not sealed properly.
 - f) If it is not legible and cuttings/over writings are not attested by the authorized signatory along with seal.
 - g) The rates quoted are not found both in figures and words. The unit for which rate is quoted should be clearly specified.
- 6) Each page of photocopy of various papers/certificates attached should be attested by Notary Public General or State Government, Gazetted Officer.
- 7) A copy of GST Registration certificate alongwith recent Sales Tax clearance Certificate duly attested, should be attached with the tender.

GENERAL INSTRUCTIONS

26. Rates for only such items, which can be supplied immediately on demand or latest within **thirty days** of the placing of supply order throughout the period of contract as indicated above, may be quoted.
27. a) Tenderer should submit Part-1 Technical Bid and Part-2 Price Bid online at <https://eproc.punjab.gov.in> by the date and time specified in NIT/Website i.e <https://eproc.punjab.gov.in>.

NOTE: HARD copy of technical bid containing EMD and all the documents specified for technical bid (Part-1) shall also be submitted in a sealed envelope by 05.03.2020 till 11:00am in tender box placed in procurement section , PHSC, Punjab Health Systems Corporation, 2nd Floor, E-Bloac, Punjab School Education Board Building , Phase-VIII, Sector-62, Sahibzada Ajit Singh Nagar (Punjab)-

160062 or to the Director (Procurement) , Punjab Health Systems Corporation, at above address. Such sealed cover should be delivered by the specific time and date.

- b) Online Technical Bids will be opened on the specified date and time. Online Price Bids of only those tenderers who fulfill all the eligibility conditions on the basis of the details furnished by the tenderer in Technical bids will be opened.
28. No figures or words should be overwritten. Incorrect figures and words should be scored out and rewritten under proper attestation.
29. Goods are subject to scrutiny and rejection by the Direct Demanding Officer or his nominee in accordance with the rules/procedures in vogue.
30. Frequent lapses (Failure of drugs, non-supply , delays in supply or other defaults) may result either to debar the tenderer for supply of drugs/medicines etc., for a period of three years or removal of the name of the tenderer concerned from the approved list of suppliers.
31. The supplier shall arrange to effect free replacement of any quantity, which may deteriorate in potency, strength etc., before the date of expiry marked on the labels.
32. No facility regarding import license for raw materials etc., can be given.
33. In case of controlled goods by the Government, the quotations must be sent subject to the controlled rates and other conditions and the contractor will be paid at the controlled price or rates offered by the contract whichever is less. Controlled goods must be clearly mentioned as such in the tenderers' quotations.
34. In all contracts for material, which are branded with "Punjab Govt Supply " mark including rejected stores, it would be a condition that such material will not be sold to the public.
- 34-A Withdrawal of tenders' along with the earnest money will be allowed before the date of opening of tenders.

After opening tenders:-

- a) No change/alternation in rate or other terms in the tender will be permitted under any circumstances; and
- b) Partial withdrawal (in respect of one or more items quoted) will not be allowed under any circumstances.

If the firm fails to execute the supplies during the currency of the rate contract, it shall be liable to be debarred for the next three years.

- 34-B Notwithstanding any omission or shortcoming in the supply order it is incumbent upon the contractor/ seller to supply the items as per the specifications of the relevant rate contract.
- 34-C Any dues or payments that have arisen to the Managing Director (DHFV, Punjab) from the contractor for which no specific time has been laid down in the terms and conditions shall be payable by the contractor within such time limit as may be prescribed in the letters / orders addressed to the contractors.
- 34-D Any payments that have been demanded as per the provisions of clause 34-C or under any other clause shall be payable within the time laid down. **On failure to do so:-**
- i) **The contractor shall be liable to be debarred for supplying medicines / drugs etc. to the DHFV, Punjab for a period not exceeding three years.**
- ii) **The contractor is liable to be prosecuted in court of law.**

35 **Arbitration:**

In the event of any dispute or difference arising under these conditions or any special conditions or contract or in connection with this contract, except as to any matters the decision on which is specially provided for by these or special conditions the same shall be referred to the sole arbitration of the Principal Secretary Health and Family Welfare, Punjab or some other person appointed by him. It will be no objection that the arbitrator is a Government servant and that he had to deal with matters to which contract relates or that in the course of his duties as Government servant he had expressed views on all or any of the arbitration dispute or differences. The award of the arbitrator shall be final and binding on the parties to this contract.

It is term of this contract :

a) If the arbitrator be the Principal Secretary Health and Family Welfare, Punjab:

- 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 the reference himself, or to appoint another person as arbitrator;
- or
- ii) In the event of his becoming unable to act, for any reason, it shall be lawful for the Principal Secretary Health and Family Welfare to appoint another person as arbitrator.

b) If the arbitrator be a person, appointed by the Principal Secretary Health and Family Welfare, Punjab. In the event of his delaying neglecting or refusing to act, being unable to act, for any reason, it shall be lawful for the Principal Secretary Health and Family Welfare, Punjab either to proceed with the reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator.

It is further a terms of this contract that no person, other than the Principal Secretary Health and Family Welfare, Punjab or the person appointed by him should act as arbitrator and that, if for any reason that is not possible, the matter is not be referred to arbitrator at all.

Upon every such reference, the assessment of the cost incidental to the reference and award respectively shall be in the discretion of the arbitrator.

Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

Work under the contact at shall, if reasonably possible, continue during the arbitration proceedings and no payment due to or payable by the purchaser shall be withheld, on account of such proceedings.

The venue of the arbitration shall be Chandigarh /Sahibzada Ajit Singh Nagar (Punjab), Mohali.

In this clause the expression the Principal Secretary Health and Family Welfare, Punjab. means the Principal Secretary Health and Family Welfare, Punjab for the time being and includes, if there be no Principal Secretary Health and Family Welfare, Punjab the officer who is for the time being the Administrative Secretary , Department of Health & Family Welfare, Punjab whether in addition or otherwise.

For the purpose of the contact including proceedings there under, the Principal Secretary Health and Family Welfare, Punjab shall be entitled to exercise all the rights and powers of the purchaser.

All the disputes relating to the Rate Contract shall be subject to the territorial jurisdiction of Chandigarh Courts.

35. **Rate Revision**

Successful tenderers shall not be entitled to any rate revision of price for any reason except due to increase/ decrease in GST /Tax Structure after the date of submission of tender. In such case the bidder will have to submit a copy of notification issued by the competent authority. Further if the rates of any item are brought down by bidder himself or due to change in GST/Tax Structure etc , the bidder will be liable to pass on the benefit of such reduction to the purchaser.

37. Tenderer will indicate the assessed manufacturing/production capacity for each item quoted by him. He will be liable for cancellation of the contract for any misleading information found at any time during the currency of the contract.

38. All the disputes relating to this tender enquiry and Rate Contract shall be **subject to the territorial jurisdiction of Courts at Chandigarh only.**

39. **Inspection**

The DHFW, Punjab reserves the right for inspection of the pharmaceutical firms participating in the tenders, by officers appointed by the Managing Director , PHSC . They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies on the basis of DHFW, Punjab Rate Contract and to ensure that good manufacturing practices are being followed by manufacturer. The decision of the Managing Director, Punjab Health Systems Corporation shall be final in this regard.

40. **Testing of Drugs.**

a) **Each batch of medicines will be got tested from the empanelled laboratories. Testing charges on actual basis will be deducted from the payment of the suppliers.**

b) Regular and random testing of drugs will be under taken from Government/ Government approved Laboratories at the time of supply and at any time during the shelf life or whenever any defect is noticed.

c) The report of the Government/Government approved Laboratory shall be accepted by the firm. In case the same is disputed by the firm giving reason, the report of the Appellate Laboratory only will be accepted as final and the same should be submitted within three months, from the date, the disputed test report is communicated to the firm. For this, the firm should approach the concerned Drug Control Authorities for getting the drugs tested as per procedure from the Appellate Laboratory.

41. Pharmacopoeal Specification: IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of Drug and Cosmetics Act.

42. Firms debarred/blacklisted/debarred by the DHFW, Punjab or Punjab Health Systems Corporation or any other Govt Undertaking/Department/procurement agency for participation in tender will not be considered for award or Rate Contract till the period of debarring and need not apply. Even for the items for which the firm is debarred /blacklisted /de-registered by any Government undertaking /Department /procurement agency , the bidder shall not be eligible for the concerned item and should not quote for such items for which the bidder is debarred /blacklisted/de-registered.

43. Information as per the proforma enclosed (Annexure – E) should be submitted with the tender. Furnishing of wrong information and false documents will make the tenderer ineligible and liable to be debarred/blacklisted from participation in DHFW , Punjab Rate Contracts.
44. Non submission of Annexure “G” not following all the terms and conditions of Tender Enquiry, furnishing wrong information and false documents will make the tenderer ineligible and liable to be debarred / blacklisted from participation in future DHFW Punjab Rate Contracts for two years along with forfeiting the earnest money.
45. The past performance of the tenderer will be taken into consideration for award of a new Rate Contract. For instance , the bids of suppliers who have been frequently delaying the supplies/ are not supplying the medicines as well as the bidder whose medicines have failed on subsequent testing may not be considered and may be rejected as Non-Responsive.
46. Tenderer will have to furnish documents in support of the information given in the tender. Original documents shall be submitted for verification as and when required.
47. The tenderer should submit an affidavit on Stamp Paper, stating that the drugs, which are being quoted, are not banned under Section 26 (A) of Drugs and Cosmetics Act.
48. In case of any attempt for cartelization by bidder with a view to hike up the prices, all bids will be rejected and the bidders will be blacklisted.
49. Validity of the Rate Contract is two years from the date of finalization of the contract, but in case of exigencies, period can be extended further by mutual consent of both parties.
50. The successful bidder may appoint agents/distributors to supply the material at various districts in the State of Punjab during the Rate contract period subject to following conditions:
 - ii) The Particulars of Agent /distributor so appointed should be specified in the tender submitted by the bidder, clearly indicating the area where such distributor/agent will supply the items on behalf of principal supplier.
 - iii) The orders will be issued in favour of successful bidder who is on Rate Contract and not in the name of distributor/supplier. (Only copy of purchase orders may be sent to approved authorized agent/distributor).
 - iv) Principal bidder will be responsible for ensuring timely supplies.
 - v) Principal Bidder will be responsible for acts of his authorized agent/distributors related to the Rate Contract.
 - vi) Supplies executed through agent/distributors will be deemed to be made directly by the manufacturer holding the Rate contract for that items.
 - vii) For supplies executed through authorized distributors/suppliers, DHFW will not pay any additional commission or handling charges or forwarding charges over and above the rates finalized and approved in Rate Contract.

51. **Rate matching** : After finalization of Rate Contracts with lowest evaluated qualified bidder, the other qualified bidders who are not in L1 position may be asked to match the L1 rates. The offer to match the L1 rates will be extended upto L3 bidders only. The concerned bidders will be free to match or refuse to match the L1 rates. Orders will be placed in the Ratio of 70:30 among L1 and L1 matched bidders i.e 70% with L1 bidder and 30% with L1 matched bidders. In case where there are two L1 matched bidders , orders will be placed with L1 matched bidders in equal proportion i.e 15% of the total order with each matched bidders. This is subject to the condition that such matched bidders gives consent in writing and validity of rates till the validity of Rate contract.

In exceptional cases where PHSC is not able to source supply from the L1 bidder (principal Rate Contract holder) owing to any reasons (back out by the L1 bidder, failure to execute the order within schedule time by the L1 bidder or debarring of L1 bidder or any other reasons.), orders for full/complete requirements may be placed with the L1 matched bidders.

Qualified bidders at L2 position who do not agree to match L1 rates may be kept at second preference. Orders with the second preference bidder will be placed only where there is no L1 matched bidder and quantum of order will be to cover the requirements for the period of re-bidding.

52. Submission of any wrong information/ document/ Affidavit will render the bid of such bidders liable for rejection. Such bidder will also be liable for forfeiture of his EMD/Security deposit and will be debarred for participation in future tenders of DHFW for a period up to five years.

Tender FORM-1

1. Name of the bidder: _____
2. Complete address of the bidder for correspondence with e-mail ID and Mobile number of the person responsible for conduct of the business.

3. Name of the Authorized Signatory of the bidder: _____
4. Position of the Authorized Signatory in the bidder firm /company :
(Sole Proprietor, Partner, Director Any other (please specify): _____)
5. Following documents to be attached strictly in sequence with page number:

Sr. No.	Particulars of the Document	Particulars to be filled	Whether attached or not	Page Number where the document attached
1.	Annexure-A (Particulars of the drugs quoted)	Annexure-A To be duly filled, Signed & Stamped and attached		
2.	Drug Licence number and date of Validity of Drug Licence or Import Licence (If applicable) (Insert additional rows if quoting different products from different drug licence) , but one product should be quoted only from one drug licence for which the bidder meets full eligibility criteria	Bidder to I enter the details of drug licence and its validity in this column		
3.	Copy of Latest Item approval in drug licence for the quoted products strictly in sequence as quoted in Annexure-A . The item approval should be clearly highlighted with cross reference to item serial number in tender.	Bidder to specify D.L number for the quoted product		

4.	Copy of Manufacturing and Market Standing Certificate for the quoted products strictly in sequence as quoted in Annexure-A			
5.	Copy of WHO –GMP Certificate number (D.L number) and particulars of validity	Please enter the details		
6.	Copy of Item Wise COPP for the quoted products strictly in sequence as quoted in Annexure-A			
7.	Copy of Non-Conviction Certificate for the Drug Licences from where the Drugs quoted for the continuous last three years (Jan,2017 to till date) duly signed by Drug Licencing Authority			
8.	Batch Production details of drugs quoted			
9.	Label Specimen of the quoted products			
10.	Additional Documents (Bidder may insert additional rows for filling details regarding submission of any additional documents)			

Note : All the documents for which Photostat copies are submitted i.e Drug Licences, Item approval, MMC, NCC etc must be legible (easily readable) and shall be self attested and duly stamped by the Authorized signatory of the bidder

Sign and stamp with name of the Authorized Signatory

Tender FORM-2

1. Name of the bidder: _____

2. Complete address of the bidder for correspondence with e-mail ID and Mobile number of the person responsible for conduct of the business.

3. Name of the Authorized Signatory of the bidder: _____

4. Position of the Authorized Signatory in the bidder firm /company :
 (Sole Proprietor, Partner, Director Any other (please specify): _____)

5. Following documents to be attached strictly in sequence with page number:

Sr. No.	Particulars of the Document	Particulars to be filled	Whether attached or not	Page Number where the document attached
1.	List of items quoted with particulars of EMD submitted	Please specify Mode of submission of EMD with particulars i.e Bank draft / B.G number, Name of the Bank Validity etc		
2.	Authority to sign the bid			
3.	Legal Status of the bidder	Please specify whether : Sole Proprietor, Partnership firm, Public Limited Company or Pvt Limited Company or PSU		
4.	Complete copy of constitution of the bidder i.e sole proprietorship certificate , partnership deed detailing list of all the present partners and their shares, Copy of Memorandum of Association and latest list of Directors	Please specify the particular of document submitted in bid		
5.	Signed and stamped copy of tender document	--		

6.	Annual Turnover Certificate for last three years duly signed by C.A			
7.	Copies of Balance Sheets and P&L Account for the last three years			
8.	Copy of latest ITR for last three years (AY -2017-18, 2018-19 and 2019-20)			
9.	Copy of Latest GST Return/ GST clearance Certificate			
10.	Annexure-C (Acceptance of Terms and Condition of the tender)	--		
11.	Annexure-E (Duly Filled)	--		
12.	Guarantee Bond (As per tender condition)			
13.	Undertaking in Annexure-G			
14.	Affidavit Regarding bidder not debarred / blacklisted by any Government Undertaking/ procurement agency / Autonomous Institutions under any Ministry etc			
15.	Particulars of distributor / dealer appointed (If any) for execution of Rate Contracts			
16.	RTGS details of the bidder			
17.	Additional Documents (Bidder may insert additional rows for filling details regarding submission of any additional documents)			

Sign and stamp with name of the Authorized Signatory

Serial no. of items quoted _____

Details of the item quoted

Description asked for in the tender			Offer made by the firm		Drug License No. & Date of issue for the product
Item No.	Description of the Item	Packing as specified	Description of the product & brand name if any	Packing	
1.	2.	3.	4.	5.	6.

Date of Mfg. of 1 st batch of the product	Is it Regd. With DGQA? If yes, Page No.	Does it have WHO-GMP? If so, Sl. No. & page no.	Does it having GMP Certificate as per the revised Schedule 'M' of the Drugs & Cosmetics Rules. If yes page no.	S. No. in Annexure 'B'	Was it in past Rate Contract? If yes, R.C. No.	Was the firm debarred in past for the item if so, period of debarring?	Remarks
7.	8.	9.	10.	11.	12.	13.	14.

NOTE:

- Due care has been taken to mention the name of the medicines in generic names only. In case of any error or ambiguity in specification of any item, the prospective bidders can inform through e-mail to proc.phsc@gmail.com and managerprocphsc@gmail.com and clarifications/ corrections if any will be intimated to the concerned prospective bidder through e mail and will also be placed on the website <https://eproc.punjab.gov.in>
- PHSC at its own may also issue clarifications/ amendment prior to the date of opening of bids and the prospective bidders should keep checking the website before the final date of submission of tender for any amendments /clarifications issued by the PHSC.
- Schedule of Requirements is attached as Appendix-I to this Annexure.

Manufacturing & Marketing Certificate

This is to certify that M/s. _____ are holding valid manufacturing licenses no. _____ Date _____ of the State and they are manufacturing the following product since the last three years.

It is further certified that the following products are also being marketed for the last three years.

The products are as follow:-

Serial No.	Name of the product item no.	Pharmacopoeial Specification	Strength
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Note:

1. This certificate is to be signed by the Drug Controller of State. Certificate issued by Inspector of Drugs/Drug Inspector will not be accepted unless their authorization by the State Drug Controller to this effect is supported by documentary proof.
2. Firm should have three completed years' experience of marketing and manufacturing as on date of opening of the tender.

Dated:

**Signature and Seal of
Drug Controller of the State**

TO BE FILLED IN BY TENDERER AND RETURNED WITH THE TENDER

To

Director (Proc)
PUNJAB HEALTH SYSTEMS CORPORATION
E-Block, 2nd Floor,
Punjab School Education Board Complex,
Phase-VIII (Sector-62), Sahibzada Ajit Singh Nagar (Mohali), PUNJAB

Dear Sir/Madam,

We return herewith your Rate Enquiry No. _____ dated _____ with our quotation against respective items. We have carefully perused the Terms and Conditions of the Rate Contract and accept the same.

For and on behalf of the firm
(Firms Name & Address)

(Signature of Authorized signatory)

WITNESS :

Signed in my presence :

Name :

Designation :

Seal:

Notary Public/Gazetted Officer
(with Name & Complete Address)

PRODUCTION CERTIFICATE

Indicate details of production of the items quoted, for the last three years duly certified by the concerned State Drug Controller or Chartered Accountant :-

Sl. No. of the items as in tender enquiry	Name & specification of the item	Date of issue of Mfg. Licence for the product	Date of marketing the 1st batch

ACTUAL PRODUCTION DETAILS						
Year – 2016-17		Year – 2017-18		Year – 2018-19		Remarks
Batch No.	Batch Size	Batch No.	Batch Size	Batch No.	Batch Size	

**Signature of the
Manufacturer**

**Signature of
the State Drug Controller or Chartered Accountant along
with
Address & Seal**

Note : Firm will have to produce documentary evidence in respect of production as and when asked for.

Proforma to be filled in by the Tenderer

GENERAL INFORMATION

a)	Name of the firm	
b)	Address for correspondence	
	Telephone No. /Fax No.	
	Email address :	
c)	Whether the firm is Indian/Multinational	
d)	Whether small/medium/Large scale company	
e)	Person responsible for conduct of business	
f)	Particulars of Licenses held under Drugs & Cosmetics Act & the details. (If the license is under renewal, certificate from the Drug Controller that the license is under renewal and deemed to be in force should be enclosed.	
g)	Procurement agency with which registered and the agencies to whom drugs quoted supplied during last one year.	
h)	i) Has the firm ever been convicted, if yes give details :- ii) Any case pending in Court with details.	
i)	Have the firm ever been black listed/debarred by any procurement agency. If yes, details thereof.	
j)	Has the firm ever been debarred/blacklisted for supply of drug/drugs by DHFW, Punjab or Punjab Health Systems Corporation or any Govt undertaking, if yes, give details.	

II TECHNICAL

- b) Equipments for material handling, manufacturing of drugs and quality control of drugs.
- c) Specialized testing facilities such as Microbiological testing and biological testing.
- d) Details of Technical Staff :

- i) Manufacturing Staff :
- ii) Quality Control Staff :

- e) Has the firm carried out stability study for drugs quoted :
- f) Is the firm basic manufacturer of the drug quoted, if yes, details :
- g) Drugs declared sub-standard /recalled during the last three years. Give details with reasons and the remedial action taken :

III FINANCIAL

- a) Annual Turn-over for formulation during the last three years (year wise)

(Must be filled)

- i. 2016-2017 : _____
- II. 2017-2018 : _____
- III. 2018-2019 : _____

- b) Name & Address of the Bankers to the firm _____

- c) Income tax No./GST. No.

DECLARATION

I _____ proprietor/partner/director of
M/s _____ hereby declare that the
information given in this form is true and correct to the best of my knowledge and belief.

Name & Designation with stamp

WARNING:

If information furnished in this form is subsequently found to be incorrect the tenderer will be black listed.

DETAILS OF MANUFACTURING & MARKETING STATUS OF ITEMS
QUOTED

Sl. No.	Item No.	Description of item	Manufactured by	Marketed by	Type of Drug License Self mfg./loan licence/3rd party	Remarks
1	2	3	4	5	6	7

UNDERTAKING

We hereby undertake that rates offered by us in the DHFW Punjab Rate Contracts are within the price ceiling fixed by National Pharmaceuticals Pricing Authority, Ministry of Chemicals & Fertilizers. We further undertake that in case there is any down-ward revision by the NPPA, same will be passed on to the DHFW, Punjab from the effective date during the currency of the contract and in case of failure to do so we are liable to be debarred from future DHFW , Punjab Tender Enquiry for a further period of **two years along with forfeiting the earnest money.**

**For and behalf of the firm
(Firm Name & Address)**

BID SECURITY FORM

To: _____ (Name of Purchaser)

WHEREAS (Name of Bidder)
hereinafter called "the bidder" has submitted its bid , dated [*insert: **date of bid***] for the performance of the above-named Contract (hereinafter called "the Bid").

AND WHEREAS it has been stipulated by you in the said Tender Conditions that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as Bid security for compliance with the Supplier's obligations in accordance with the Tender Conditions.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until theday of.....20.....

Signature and Seal of Guarantors

.....
.....
.....

Date.....20.....

Address:.....

.....
.....

Bank Account details of the Punjab Health Systems Corporation are as under:

Account Name: Punjab Health Systems Corporation

Account No.: Current Account No. 51261011000319

Bank Name: Oriental Bank of Commerce ,
Phase, 6, Sahibzada Ajit Singh Nagar, Mohali.

RTGS Code: ORBC 0105126

Branch Code: 022