

TENDER FORM

**TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE
CORPORATION LTD,CHENNAI - 600 106.**

**FOR THE SUPPLY OF SIDDHA MEDICNES TO ESI WINGS UNDER THE
CONTROL OF DIRECTOR OF MEDICAL AND RURAL HEALTH SERVICES
(ESI) CHENNAI FOR THE PERIOD FROM 01.09.2019 TO 31.03.2020.**

**LAST DATE OF RECEIPT OF
TENDER 11.00 A.M.ON 04.09.2019.**

OPENING OF TENDER 11.45 A.M. ON 04.09.2019.

Ref.No.1749/ TAM/NA/2019



**TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL
MEDICINE CORPORATION LTD
(A GOVERNMENT OF TAMIL NADU UNDERTAKING)**

Company's Identification No. U93090TN1983SGC010336

**Regd. Office: Anna Hospital Campus, Arumbakkam, Chennai - 600 106,
TAMILNADU**

Phone : 044 - 2621 6696

Grams : TAMPCOL

Fax : 044 -26221484

Website : www.tampcol.in

E-mail : tampcolho@gmail.com

BID REFERENCE: 1749/TAM/NA/2019

**THE SUPPLY OF SIDDHA MEDICINES TO ESI WINGS UNDER THE
CONTROL OF DIRECTOR OF MEDICAL AND RURAL HEALTH SERVICES
(ESI) CHENNAI FOR THE PERIOD FROM 01.09.2019 TO 31.03.2020.**

LAST DATE OF RECEIPT OF TENDER: 04.09.2019 AT 11:00 AM

NON TRANSFERABLE



**TAMIL NADU MEDICINAL PLANT FARMS AND HERBAL MEDICINE
CORPORATION LTD, ANNA HOSPITAL CAMPUS, ARUMBAKKAM,
CHENNAI -600106, TAMIL NADU.**

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BID REFERENCE: 1749/ TAM/NA/2019

**THE SUPPLY OF SIDDHA MEDICINES TO ESI WINGS UNDER THE
CONTROL OF DIRECTOR OF MEDICAL AND RURAL HEALTH
SERVICES(ESI) CHENNAI FOR THE PERIOD FROM 01.09.2019 TO
31.03.2020.**

DATE OF COMMENCEMENT
OF SALE OF BIDDING DOCUMENT : **19.08.2019**

LAST DATE FOR SALE OF BIDDING
DOCUMENT : **03.09.2019**

LAST DATE AND TIME FOR
RECEIPT OF BIDS : **04.09.2019** **11.00 AM.**

TIME AND DATE OF OPENING
OF BID : **04.09.2019** **11.45 A.M.**

PLACE OF OPENING OF BIDS : Tamil Nadu Medicinal Plant Farms
And Herbal Medicine Corporation
Ltd, Anna Hospital Campus,
Arumbakkam, Chennai-600 106,
Tamil Nadu.

ADDRESS FOR COMMUNICATION : Tamil Nadu Medicinal Plant Farms
And Herbal Medicine Corporation
Ltd, Anna Hospital Campus,
Arumbakkam, Chennai- 600 106,
Tamil Nadu.



Tamil Nadu Medicinal Plant Farms & Herbal Medicine Corporation Ltd.

(A Government of Tamil Nadu Undertaking)

Regd. Office : Anna Hospital Campus, Arumbakkam, Chennai-600 106.

Company Identification No.U93090TN1983SGC010336.

Telephone: 044-26216696, Telefax: 26221484,

Website: www.tampcol.in

Email id: tampcolho@gmail.com

TENDER NOTICE REF. NO. 1749/ TAM/NA/2019

Notice is hereby given that Sealed Tenders in Two Cover System are invited by the Managing Director, up to 11.00 A.M. on **04.09.2019** for the supply of Siddha Medicines to ESI wings under the control of Director of Medical and Rural Health Service (ESI) Chennai for the period from 01.09.2019 to 31.03.2020. Tender documents can be obtained from the undersigned with an application on payment of Rs.1,125/- (Rupees One thousand one hundred and twenty five only inclusive of all Taxes) by means of Demand Draft drawn in favour of "Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai - 600106" payable at Chennai, on all working days from 19.08.2019 to 03.09.2019 up to 5.00 P.M. either by post or in person (Rs.100/- extra by post). Tender document may also be downloaded from Tampcol **Website: www.tampcol.in** at free of cost. Tenders will be received by post, courier or in person by depositing in Tender Box at Tampcol office of the above address upto 11.00 A.M. on **04.09.2019** and will be opened on the same day at 11:45 AM at the same office.

Managing Director

Tampcol

CONDITIONS OF TENDER FOR THE SUPPLY OF SIDDHA MEDICINES TO ESI WINGS UNDER THE CONTROL OF DIRECTOR OF MEDICAL AND RURAL HEALTH SERVICE (ESI) CHENNAI FOR THE PERIOD FROM 01.09.2019 TO 31.03.2020.

- 1.(i) Sealed Tenders with the two cover system one (A cover) for technical bid including pre qualification and another (B cover) for financial bid will be received up to **11.00 A.M. on 04.09.2019** by The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai, for the supply of Siddha Medicines for the period from **01.09.2019 to 31.03.2020** to ISM Wings coming under the control of Director of Indian Medicine and Homoeopathy Department, Chennai, at an approximate procurement value of **Rs.1.5 crores** (Rupees One Crore and Fifty Lakhs Only). The Tender period may be extended if necessary for a further period on old approved rates.
- (ii) Tender document can be obtained from the office of The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Arignar Anna Government Hospital of Indian Medicine Campus, Arumbakkam, Chennai - 600106 on payment of Rs.1125/- (Rupees one thousand one hundred and twenty five only) by means of Demand Draft drawn in favor of The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai 600106 payable at Chennai either in person or by post from 10:00 AM to 5:00 PM on all Working days from 19.08.2019 to 03.09.2019. This Corporation is not responsible for the delay or loss in transit while sending the documents through post. The tender document can also be downloaded from the website www.tampcol.in at free of cost.
- (iii) The Tender offer prepared by the tenderers and all correspondence and documents relating to the tender shall be in English language. Supporting documents and printing literature furnished by the Tenderer may be written in another language provided that they are accompanied by the accurate translation of the relevant passages in English language in which case, for the purpose of interpretation of the Tender, English translation shall govern. If the tenderers fail to furnish English translation, their tender will be rejected.
- (iv) The Tenderer shall furnish all particulars as per the checklist, in Cover-A, failing which tender documents will be rejected summarily.
- (v) Cover "B" will be opened only of those tenderers who satisfy the standard criteria laid down by The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, for the purpose on the basis of the details furnished by the Tenderer in Cover A.
- (vi) All the samples of medicines submitted shall be kept in a separate cover and it shall

be super subscribed as “**SAMPLES OF SIDDHA MEDICINES FOR TENDER FOR THE PERIOD FROM 01.09.2019 to 31.03.2020**” and addressed to “The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai - 600106” within scheduled time.

2. ELIGIBILITY CRITERIA OF THE TENDERERS ARE GIVEN AS FOLLOWS

The Tenderer must send the following certificates and arranged serially as per the Check List.

- 2.1 Pharmaceutical firms having an average annual turnover of Rs.100.00 lakhs and above (Rupees One hundred lakh and above only) during last three years i.e.2015-16, 2016-17 and 2017-18 will be eligible to participate in the tender.Firms will have to submit the audited financial statement including balance sheet and profit and loss account (see Annexure - A) for the above said 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.

(or)

Pharmaceutical firms should have an experience of supplying the Siddha, Ayurveda, Homoeopathy and Unani Medicines to Government Organizations and Public Sector Units to the tune of not less than Rs.50.00 lakh per annum during any one of last three years i.e. 2015-16, 2016-17& 2017-18. Government supply details for the last three years should be certified by the Chartered Accountant on the basis of Annual Turnover with the document proof for the supply made to the Government Organizations and Public Sector units.

- 2.2 Firms must have valid GMP certificate, i.e., Good Manufacturing Practices (GMP) certificate issued under the Drugs & Cosmetics Act 1940 and Rules 1945.
- 2.3 Firms should have a valid Drug Manufacturing Licence from the State Drug Controller for each and every drug / drugs quoted and must submit an attested copy of the same as in the Annexure B. Licence must have been duly renewed up to date.
- 2.4 In the case of being the supplier to the Government of Tamil Nadu in the past, the Tenderer should have effected the supply without delay and with good quality materials.
- 2.5 Firms participating in the tender shall have market stand (as per Annexure ‘C’) not

less than 50% of the total annual turnover other than Government supply for which necessary proof should be produced. In the case of supplies made to Government Hospitals for the last three financial years for Rs. 50.00 lakhs, the market stand of such companies shall not be less than Rs.25.00 lakhs and thus the annual turnover shall not be less than Rs.75.00 lakhs for any one of the last three financial years.

- 2.6 The Tenderer should duly sign each page of the Tender Terms & Conditions.
- 2.7 The Declaration Form in Annexure - D, duly signed by the Tenderer should be enclosed.
- 2.8 Authorization letter nominating a responsible officer of the organization with authority to participate in tender process shall be produced.
- 2.9 Documentary evidence such as attested copy of Partnership Deed, Articles and Memorandum of Association and Certificate of Registration granted by the Registrar of Companies in the case of companies and the attested copies of the Income Tax Returns for the year 2015-2016, 2016-2017 and 2017-2018, for the constitution of the organization, details of the name, address, telephone number, Fax no. e-mail address of the firm and of the Chairman & Managing Director/Partners/Proprietor, etc. shall be enclosed with the tender.
- 2.10 Manufacturer's lab report for each medicine should be enclosed.
- 2.11 No tender document will be accepted beyond 04.09.2019 at 11:00 AM. The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd will not be responsible for postal delay, if any. The tenders will be opened at the Office of The Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106 by The Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, or his/her Nominee at 11.45 A.M. on the same day in the presence of the Tenderers/Representatives who choose to be present. The Financial Bid of those tenderers, who satisfy the technical qualifications, will alone be opened.
- 2.12 Samples for the medicines quoted by the tenderers shall be given in container not having company logo on it along with tender offer for quality check to this office. The bidders whose samples are not received along with tender offer will be liable for rejection.
- 2.13 Each Tender must be accompanied by a deposit of 1% of the quoted Rates as Earnest Money Deposit. The Earnest Money Deposit shall be paid in the form of **Demand Draft only** drawn in favour of The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai payable at Chennai. **(EMD should be enclosed in Cover A).**

3. FINANCIAL BID (COVER-B)

- 3.1 The Financial bid should be submitted as per the schedules (Schedule - A Siddha, Medicine) annexed to these tender conditions duly filled giving the rates of the various items in a prescribed form and quantity in a separate sealed cover.
- 3.2 The Tenderers should submit Technical and price bid separately in sealed Envelope superscribing the envelope as Cover-A (Technical Bid) and Cover-B (Price Bid). Both these envelopes shall be again put in a single envelope superscribed as "Tender for the supply of Siddha Medicines for the period from 01.09.2019 to 31.03.2020". If the bids are not sealed and marked as described above, the purchaser will assure no responsibility for the bids misplacement or premature opening.
- 3.3 The details of rates and quantity should also be entered clearly for the period from 01.09.2019 to 31.03.2020 that they are able to supply the quantity with the specified time as per the tender conditions.

4. EARNEST MONEY DEPOSIT

- 4.1. An E.M.D. amount of Rs.1% of the value quoted shall be paid in the form of Demand Draft drawn in favour of Tampcol payable at Chennai. Earnest Money Deposit shall not be accepted in the form of Cash / Cheque / Postal Orders. Tender in cover 'A' not accompanied by the Earnest Money Deposit are liable to be rejected.
- 4.2. Earnest Money Deposit will be returned to the unsuccessful Tenderers. The Earnest Money Deposit of the unsuccessful tenderers will be arranged to be refunded within reasonable time consistent with rules and regulations in this regard.
- 4.3 The Earnest Money Deposit of the successful tenderers will be adjusted against Security Deposit for due performance. This office does not accept any liability to return the Earnest Money Deposit amount within a definite time or to allow any interest thereon. If the tenderer fails to adhere to the conditions of the tender or wishes to withdraw when his tender is under process, but before the signing of agreement, his EMD will be forfeited.

5. EARNEST MONEY DEPOSIT EXEMPTION TO SMALL SCALE INDUSTRIES

- 5.1 The firms which have registered as Small Scale Industries with the Tamil Nadu Small Scale Industries Development Corporation or National Small Industries Corporation are exempted from payment of EMD and they should produce the following certificates in lieu of EMD (Cover-A).

- (a) Certificate from the Director of Industries & Commerce to the effect that it is a Small Scale Industry (or)
- (b) Competency Certificate from the National Small Industries Corporation to get exemption from the payment of Earnest Money Deposit as the case may be.

5.2 The above certificate should be produced along with the tender in Cover 'A'.

6. SECURITY DEPOSIT

- 6.1. The successful tenderer shall be required to pay a Security Deposit @ 5% on the value of the order.
- 6.2 The Security Deposit should be paid in respect of each contract, in the form of Demand Draft drawn in favour of the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited payable at Chennai within 15 days from the date of receipt of the Tender acceptance.
- 6.3 The Security Deposit furnished by such tenderer in respect of his tender will be returned to him upon complete fulfillment of the contract and after six months of the tender period or the extended period, if any, to the satisfaction of the Managing Director, Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Limited.
- 6.4 The Security Deposit will not bear any interest.

7. AGREEMENT / DOCUMENTATION

The successful tenderer shall execute an agreement on a non-judicial stamp paper of value of Rs.50/- (Stamp duty to be paid by the tenderer) with "The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai - 600 106 within 15 days from the date of receipt of the intimation by him that his tender has been accepted. The specimen form of agreement will be supplied by this office.

8. PRICES AND OTHER CONDITIONS

- 8.1 Firms should directly or through their authorized agents or distributors or dealers supply drugs and medicines at the respective wings and the bills will be settled by The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106. Homoeopathy medicine bills should be routed through the concerned District level officer. The firms should submit the authorization certificate as in Annexure-E in case they supply the medicines

through distributors or agents. Billing address should be "The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai - 106" and consignee address should be No, C - 29, SIDCO Pharmaceutical Campus, Alathur, Via Thiruporur, Kancheepuram District 600 110 for Schedules 'A'.

- 8.2 The details of the Drugs, Medicines etc., are shown in the Schedule (Schedule -A Siddha Medicine) attached and the Tenderers are to quote their rates strictly as per the Schedule enclosed in Tender Cover 'B'. Otherwise, said item shall not be considered for tender process.
- 8.3 Tenders should be type written and every correction in the Tender should invariably be attested by full signature by the Tenderer with date before submission of the tenders to the authorities concerned, failing which the tender will be ineligible for further consideration. Corrections done with correction fluid should also be duly attested.
- 8.4 Rates should be quoted for each Drug, Medicine, etc., according to the unit asked for. Tender in which the rate is quoted for a unit other than the one asked for, shall not be considered.
- 8.5 The rates quoted should be uniform and should not vary with reference to the quantum of the order and destination. The rates quoted irrespective of value of the purchase order, should be for F.O.R. Destination, The delivery of Siddha Medicines to ESI Wings should be made at No, C - 29, SIDCO Pharmaceutical Campus, Alathur, Via Thiruporur, Kancheepuram District. Tender for the supply of drugs, medicines, etc., as "AT CURRENT MARKET RATES" shall not be accepted.
- 8.6 (a) The price quoted by the tenderers shall not, in any case, exceed the Controlled price, if any, fixed by Central/State Government. If the price quoted exceeds the controlled price, the tenderer should specifically mention this fact in his tender along with reasons for quoting such higher price.
(b) The purchaser will not pay separately towards transit insurance and it should be borne by the tenderer. Tenderer 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.
(c) The tenderer should invariably certify that the rates quoted by them do not exceed the market rate.
(d) The price tendered by the tenderer shall not exceed the rates offered to D.G.S. & D rate contract and accepted by D.G.S. & D.
- 8.7 The rates should be inclusive of all taxes such as excise duty, or any other Duties and

taxes except GST. Rate should also include the cost of container, Packing and Forwarding and other incidental charges. No one should include GST in reckoning the rate. While quoting the rates, it should be specifically stated that the rates are exclusive of GST. In the case of tenders from outside the state, IGST rate may be shown separately.

- 8.8 To ensure sustained supply without any interruption and to keep in tune with the State Tender Policy, The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106, reserves the right to split up orders for supplying their requirements to more than one tenderer provided that the rates and other conditions of supply are equal.
- 8.9 The rates quoted and accepted will be binding on the tenderer for the stipulated tender period and any increase in the price will not be entertained till the completion of this tender period. Rates quoted with adjustable price will be rejected.
- 8.10 No tenderer shall be allowed at any time on any ground whatsoever any claim for revision or modification of the rates quoted by him. Clerical error, typographical error, etc. committed by the tenderers in the tender forms shall not ordinarily be considered after the opening of tenders. Conditions such as "SUBJECT TO AVAILABILITY OF STORES", "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be summarily rejected without any further correspondence.
- 8.11 If at any time during the period of contract, the price of the tendered items is reduced or brought down by any law or Act of the Central or State Government, the tenderer shall be morally and statutorily bound to inform The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai - 106, immediately for such reduction in the contracted prices.

The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai - 106, is suo moto empowered to effect such reduction as if necessary in the Contracted rates or incase the tenderer fails to notify or fails to agree for such reduction of rates.

- 8.12 The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106, reserves the right to reject the tenders or to accept the tenders for supply of medicines or for anyone or more of the medicines tendered for in a tender without assigning any reason for doing so.
- 8.13 The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106, does not bind himself/herself to accept the bid of the lowest tenderer in terms of price and reserves the right to himself/herself to

negotiate with the other tenderers and to finalize the tender, taking into consideration the interest of the Corporation.

- 8.14 All prospective tenderers should watch the website till the date prior to the date fixed for submission of the filled in document about the change of specification if any. In case of change in specification, corrigendum will be issued in the website and the tenderers should take into account the corrigendum and submit tenders accordingly. If any of the tenderers submit the bids before the issue of corrigendum, such tenderers will be allowed to withdraw the tender already submitted.
- 8.15 In the event of the specified date for submissions of bids being declared holiday for the purchaser, the bid will be received and opened at the appointed time on the next working day.
- 8.16 The manufacturing premises of the bidders may be inspected by a team of experts to ascertain the bidders' capability, if deemed necessary. The bidder may therefore be prepared enough to arrange for inspection of their manufacturing premises, on their cost, at short notice.

9. SEPCIFICATION AND SUPPLY TERMS

- 9.1 The Medicines, Drugs etc. should conform to the Pharmacopoeial Specifications prescribed and subject to rigid quality control, under the Drugs & Cosmetics Act and rules and regulations issued from time to time.
- 9.2 The Medicine Supplier should supply the medicines given in schedule 'A' at No, C - 29, SIDCO Pharmaceutical Campus, Alathur, Via Thiruporur, Kancheepuram District 600 110. All the medicines are to be supplied within 30 days from the date of receipt of purchase order.
- 9.3 Apart from the supply of ordered quantity of drugs/medicines, one additional sample drug/medicine for each drug/medicine per batch except Homoeopathy drug/medicine to be supplied at free of cost. The packing size of sample drug/medicine should be 100gm for Chooranam, Powder, Tablet, Legiyum and Ointment except Parpam and Chenduram which should be 20gm. The packing size for liquid drugs such as Thailam, Syrups etc. should be 100ml.
- 9.4 Supply schedule will be for a period from 01.09.2019 to 31.03.2020 from the date of acceptance.
- 9.5 The medicines supplied should have potency of at least one year as on date of supply (i.e.) the expiry date should be more than one year duration on the date of supply.

10. PACKING AND LABELLING

- 10.1 The supply of Drugs, Medicines, etc. shall be specifically prepared and packed. If the medicine includes ingredients of 25 substances specified in Schedule E(1) of the Drugs & Cosmetics Act 1940, then the label should be conspicuously specified the caution “ **to be taken under medical supervision**”.
- 10.2 Name and address of the manufacturer should be labeled when sold in original containers of the manufacturer. In case, a Medicine is sold in a container other than that of the manufacturer, the name and address of the seller should also be labeled. In addition to the above particulars, the label of the Siddha Medicine should display the following particulars:
- (i) A distinctive batch number, that is to say the number by reference to which details of manufacture of the particular batch from which the substance in the container is taken are recorded and are available for inspection, the figures represent in the batch number being preceded by the words, “BATCH NO.” or “BATCH” or “LOT NUMBER” or “LOT NO.” or “LOT” or any Distinguishing prefix.
 - (ii) Manufacturing Licence Number, the number being preceded by the words “Manufacturing Licence Number” or “Mfg.” “Lic.No.” or “ML”.
 - (iii) No Siddha/ Ayurveda/ Homoeopathy /Unani Medicines containing a single ingredient shall bear a proprietary name on its label. The labels should clearly indicate the preparation is meant for “GOVERNMENT SUPPLY NOT FOR SALE” and as per the Drugs and Cosmetics Act, 1940.

11. PAYMENTS

- 11.1 No advance payments towards costs of drugs, medicines etc. will be made to the Tenderer.
- 11.2 Payments towards the supply of Drugs, Medicines will be made by The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106, The firms should submit the authorization certificate in case they supply the medicines through distributors or agents. Billing address should be “The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106” and consignee address should be No, C - 29, SIDCO Pharmaceutical Campus, Alathur, Via Thiruporur, Kancheepuram District 600 110 for Schedules ‘A’.
- 11.3 In cases where the Drugs, Medicines, etc. are sent for analysis, the question of payment towards cost of such drugs will be considered only on receipt of the reports from Government approved laboratories (testing fees shall be borne by the Tenderer).

- 11.4 No claims shall lie against The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106 in respect of interest on Earnest Money Deposit or on Security Deposit or for late payment of bills due to any reasons.

12. PENAL CLAUSES

- 12.1 If the successful tenderer fails to execute the agreement and/or deposit the required security deposit amount within the time specified as per the tender conditions or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money deposited by him along with his tender forfeited to Tampcol or in the case of EMD exempted, the tenderer will be disqualified to participate in the tender for the next Five years and he will also be liable for all damages sustained by The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106, by reasons of such breach including the liability to pay any difference between the prices accepted by him and these ultimately paid by the Hospital authority for the procurement of the articles concerned. Such damages shall be assessed by The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106 whose decision is final and the amount so assessed is recoverable by proceeding under the Tamil Nadu Revenue Recovery Act 1864 (Madras Act II of 1864) as an arrear of Land Revenue.
- 12.2 The loss to Tampcol , if any, incurred on account of purchase of tendered items elsewhere, by failure/ or neglect or refusal on the part of the tenderer to supply according to the terms of the agreement will be recovered from him. If any medicines or things supplied by the tenderer have been partially or wholly used or consumed in the Hospital and they are subsequently found to be in bad odor, unsound, unmerchantable, inferior in quality or description or are not in accordance with the samples or otherwise faulty or unfit or unwholesome, then the contract price or prices of such articles or things will be recovered from the tenderer if payment had already been made to him. Otherwise, the tenderer will not be entitled to any payment whatsoever for such medicines.

For infringement of the stipulations of the contract or for other un justifiable reasons, the contract may be terminated by The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106 and the tenderer shall be liable for all losses sustained by Tampcol consequent on the termination which will be recovered from the Security Deposit made by the tenderer or of other money due or to become due to him. In the event of such amounts being

insufficient the balance will be recovered personally from the tenderer or from his properties, as per rules.

- 12.3 If any of the articles which the tenderer has failed to supply is not available in the local market or if it is not possible for The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, to purchase it in time, for the requirements of the Hospital, it will be open to him/her, or to any persons authorized by him/her on his/her behalf to purchase as substitute for the said articles and to recover from the contractor, the difference if any between the price or prices of the substituted articles which may be purchased of the money which may have been paid for the same and the price or prices payable under the contract to the tenderer.
- 12.4 Capacity to maintain sustained supply and past performance should be important for considerations. Non - performance of contract provisions will disqualify a firm to participate in the tender for the next 5 years.
- 12.5 In the event of firms failing on quality tests frequently, contracts with them will be suspended and purchase will be made from alternate suppliers. Action will be initiated to blacklist the firm for 5 years beginning from the year following the one in which defective supply was detected.
- 12.6 The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106 will be at liberty to terminate, without assigning any reasons there for, the contract either wholly or in part on 30 days notice any time during the period of contract. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.

13. MANUFACTURING AND QUALITY TESTING OF MEDICINES

- 13.1 Medicines mentioned in the list should be manufactured only as per the standard formula prescribed in the authorized books of

1. SIDDHA FORMULARY OF INDIA - PART-I
2. AYURVEDIC FORMULARY OF INDIA - PART-I
3. HOMOEOPATHY PHARMACOPOEIA OF INDIA
4. AUTHORISED BOOKS MENTIONED IN THE FIRST SCHEDULE OF THE DRUGS AND COSMETICS ACT, 1940.

Published by the GOVERNMENT OF INDIA, MINISTRY OF HEALTH AND FAMILY WELFARE, DEPARTMENT OF INDIAN SYSTEMS OF MEDICINE & HOMOEOPATHY, NEW DELHI. And other books which are permitted in the Drugs & Cosmetics Act 1940 and Rule 1945 which is used by the State Drug &

Licensing Authorities all over India. The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106 does not bind himself to accept the bid of the lowest tenderer in terms of price and reserves the right to himself to negotiate with the other tenderers and to finalize the tender, taking into consideration the interest of the Corporation.

- 13.2 Medicines mentioned in the list should comply with the specifications prescribed in the text book of
1. "QUALITY CONTROL STANDARDS FOR CERTAIN SIDDHA FORMULATIONS" published by THE CENTRAL COUNCIL FOR RESEARCH IN AYURVEDA AND SIDDHA, NEW DELHI.
 2. "PHARMACOPOEIAL STANDARDS FOR AYURVEDIC FORMULATIONS" published by THE MINISTRY OF HEALTH & FAMILY WELFARE, DEPARTMENT OF INDIAN SYSTEMS OF MEDICINE & HOMOEOPATHY, NEWDELHI.
 3. "HOMOEOPATHIC PHARMACOPEIA OF INDIA".
 4. AUTHORISED BOOKS MENTIONED IN THE FIRST SCHEDULE OF THE DRUGS AND COSMETICS ACT, 1940.
- 13.3 Tenderers should send one sample for each drug/medicine quoted by them and their Lab Reports for each drug/medicine mentioned in the list and it will be checked by The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106 with reference to the formula & specifications prescribed and a Tender Committee constituted for this purpose will examine and its decision is final and binding and supplies of medicines should be complied with the specifications prescribed. Each sample packing size should be 100gm for Chooranam, Powder, Tablet, Legiyum and Ointment except Parpam and Chenduram which should be 20gm. The packing size for liquid drugs such as Thailam, Syrups etc. should be 100ml.
- 13.4 The medicines shall have the active ingredients at the maximum permissible level throughout the shelf life period of the medicines; the samples will be drawn periodically throughout the shelf life period.
- 13.5 The supplies will be deemed to be completed only after certification from the Government approved laboratories. Samples which do not meet the quality requirements shall render the relevant batches liable to be rejected. If the samples do not conform to statutory standards, the tenderer will be liable for relevant action under the existing laws and the entire stock should be taken back by the tenderer within a period of 10 days of the receipt of the letter from the Head of the Medical Institution who placed the order or The Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai-106. The stock shall be taken back at the expense of the tenderer.

- 13.6 If the sample is declared to be not of standard quality or spurious or adulterated or mis-branded, such batch/batches will be deemed to be rejected goods. If any medicines supplied by the tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specifications, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the cost of such medicines will be recovered from the tenderer, in addition to penalty for the entire batch. If the payment for the supply has already been made for the particular batch/batches, then deduction will be made in the subsequent bills.
- 13.7 The opinion of the Heads of Medical institutions as to the availability of the medicines in the local market and as to whether it is not possible to purchase it in time for hospital requirements and as to be nature and quality of the substitute to be purchased is final and binding on the tenderer.

14. GENERAL

- 14.1 The acceptance or other things of the tenders will be communicated to the tenderers in writing.
- 14.2 The contract should not be outsourced or subcontracted without the prior permission of the Managing Director of Tamil Nadu Medicinal Plant Farms and Herbal Medicine Corporation Ltd, Chennai- 106 in writing.
- 14.3 The medicines given in schedules 'A' should be supplied to C-29 SIDCO Pharmaceutical Campus, Alathur, Via Thiruporur, Kancheepuram District - 603 110.
- 14.4 (i) If the supply is not made within 30 days period fixed in the Purchase order, Tampcol will impose penalty on the value of the supply as follows subject to maximum cut of 10% as the case may be.
- | | |
|--|-------|
| 1. From 1 st day to 5 th day | = 1 % |
| 2. From 6 th day to 20 th day | = 2 % |
| 3. From 21 st day to 35 th day | = 3 % |
| 4. From 36 th day to 50 th day | = 5 % |
| 5. from 51 st day onwards | = 10% |
- (ii) After 60 days from the due date of supply, if the supply is not made, then the purchase order will be automatically treated as cancelled without further intimation and alternate purchase will be made from L2 or L3 or from other sources and difference of cost will be collected from the L1 supplier. If it is happened to be accepted, it is strictly on need basis only, and liable to impose penalty as above, if alternate purchase is not made.
- (iii) For the partially supplied items, penalty received 10% of the cost for non

supplied quantity.

Force Majeure clause

Notwithstanding the provisions of the tender terms and conditions clause No. 9.2, 12.2, & 14.4 the supplier shall not be liable for forfeiture of its security deposit or liquidity damages or termination for default, if and to the extent, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause "Force Majeure" means an event beyond the control of the Supplier and not involving the supplier's fault or negligence and foreseeable. Such events may include, but are not limited to acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, Fires, floods, epidemics, quarantine restrictions and freightembargoes.

15. DISPUTES AND JURISDICTION

All the disputes relating to the tender shall be subject to the Territorial jurisdiction of Courts at Chennai only.

Date

Signature of the Tenderer. _

Name of the Organization & Address

ANNEXURE -A

(To be enclosed along with copies of balance sheet and Profit and Loss Account in Cover-A) (Please see tender condition No. 2.1)

The Annual Turnover of M/s.....
for the past three years are given below and certified that the statement is true and correct.

Sl.No.	Year	Turn over (Rs.in Lakh)
1	2015-2016	
2	2016-2017	
3	2017-2018	
	TOTAL	Rs.-----Lakh

Average turnover per annum Rs.....Lakh

SIGNATURE OF THE CHARTERED ACCOUNTANT/AUDITOR.

(NAME IN CAPITAL)

Date: .2019

Seal:

ANNEXURE -B**(To be enclosed in Cover A)**

(Please see tender condition No.2.3)

Details of drugs having valid Manufacturing Licence.

Sl. No.	DESCRIPTION OF DRUG	LICENCE NO.WITH EXPIRY DATE

NOTE: DOCUMENTARY EVIDENCE SHOULD BE ENCLOSED.

SIGNATURE OF THE TENDERER

ANNEXURE - C**(To be enclosed in Cover - A)****(Please see tender condition No. 2.5)****CERTIFICATE FOR MARKET STAND.**

Sl.No	Description	Amount (Rs. in lakh)	Percentage
1.	Annual Turnover		
2.	Supply made to Government Organisations / Public Sector Units		
3	Supply made to other than Government Organization / Public Sector Units		

This certificate is being furnished on the basis of examination and verification of books of accounts and other documents produced to us and explanation, information furnished to us.

SIGNATURE OF THE CHARTERED ACCOUNTANT/AUDITOR.**(NAME IN CAPITAL)**

(To be enclosed in Cover A)

(Please see tender condition No.2.7)

DECLARATION

1. **I/We enclose herewith a Demand Draft for Rs.....towards EARNEST MONEY DEPOSIT.**
2. **I/We find myself/ourselves to the conditions prescribed in the Tender Form.**
3. **I/We, the Tenderers agree to have the EARNEST MONEY forfeited to The Managing Director, Tamil nadu Medicinal Plant Farms & Herbal Medicine Corporation Ltd., Chennai-600106 in case of my/our failure in full or part to undertake the contract upon the acceptance of this Tender.**
4. **I/We, the Tenderer certify that the rates quoted do not exceed the market rate.**
5. **I/We certify that the rates are exclusive of GST/IGST.**
6. **I/We shall pay penalty as per conditions or an amount equal to the actual loss incurred by the Managing Director, Tamil Nadu Medicinal Plant Farms & Herbal Medicine Corporation Ltd., Chennai- 600106 due to non supply of medicines in specified time limit.**
7. **It is certified that one sample for each one of the medicine/drug quoted has been given separately at free of cost.**

SIGNATURE OF THE TENDERER

ANNEXURE - E

(To be enclosed in Cover A)

(Please see tender condition No. 8.1)

Certified that M/s.....
.....
.....

is a authorized Dealer/ Supplier/ Agent* of our manufacturing unit.

*Strike whichever is not applicable.

SIGNATURE OF THE TENDERER

SCHEDULE – ‘A’**TENDER SCHEDULE FOR THE SUPPLY OF SIDDHA MEDICINES TO ESI HOSPITALS COMING UNDER THE CONTROL OF THE DIRECTOR OF MEDICINE AND RURAL HEALTH SERVICES (ESI).****FOR THE PERIOD FROM 01.09.2019 – 31.03.2020**

(Please see tender condition No.3.1)

SIDDHA MEDICINES TO ESI HOSPITALS

Sl. No	Medicine for	Ingredients		Mode of the administration of the drug	Total Nos Required	Packing Unit	Rate per Unit	GST/IGST Per Unit	Rate Per Unit including GST/IGST	Total Value	
							Rs	Rs	Rs	Rs	
1	Diabetes Mellitus	1	Abraka parpam	25mg	500 mg capsule	185500	1X15 blisters				
		2	Silajat parpam	25mg							
		3	Triphala chooranam	150mg							
		4	Amukkura chooranam (sugar less)	150mg							
		5	Seendil chooranam	150mg							
2	Vatha Disease	1	Trikadugu chooranam	150mg	500 mg capsule	432000	1X15 blisters				
		2	Amukkura chooranam	250mg							
		3	Arumuga chenduram	40mg							
		4	Silajat parpam	30mg							
		5	Kungliya parpam	30mg							
3	Kalansaga Padai	1	Paranigi pattai chooranam	400mg	500 mg capsule	11500	1X15 blisters				
		2	Annabedi chenduram	40mg							
		3	Palakarai parpam	30mg							
		4	Sangu parpam	30mg							
4	General Debility and Male Infertility	1	Amukkura chooranam	400mg	500 mg capsule	900000	1X15 blisters				
		2	Abraka parpam	30mg							
		3	Silajat parpam	30mg							
		4	Kungliya parpam	30mg							
		5	Velli parpam	10mg							

5	Gunma Disease	1	Jeeraka chooranam	200mg	500 mg capsule	859500	1X15 blisters				
		2	Triphala chooranam	200mg							
		3	Sangu parpam	50mg							
		4	Uppu chenduram	50mg							
6	Hair Oil	1	Eclipta Alba Hassk (juice)	100ml	100 ml oil	10500	Bottle				
		2	Cynodon Dactulon (juice)	100ml							
		3	Tinttoria (juice)	100ml							
		4	Coconut Oil	100ml							
7	Kalansaga Padai	1	Kutaja (juice)	100ml	100 ml oil	6000	Bottle				
		2	Nimba (juice)	100ml							
		3	Manjista (juice)	100ml							
		4	Coconut oil	100ml							
8	Vatha Disease	1	Karpuram	1gm	100 ml oil	9700	Bottle				
		2	Kungliyam	1gm							
		3	Chitramoola	25ml							
		4	Asvagantha	25ml							
		5	Seendil (Guduchi)	25ml							
		6	Nochi (Nirgundi)	25ml							
		7	Nalla ennai (Tila aila)	100ml							
9	Iruthaya noi	1	Maruthampattai ext	45mg	200ml syrup	1300	Bottle				
		2	Orithal thamarai ext	40mg							
		3	Avaram poo ext	15mg							
		4	Thriphala chooranam ext	20mg							
		5	Other excipients								
10	Iraippu Irumal	1	Pavala parpam	40mg	500 mg capsule	55000	1X15 blisters				
		2	Sirungi parpam	40mg							
		3	Silajat parpam	40mg							
		4	Seendil chooranam	150mg							
		5	Thalaisadi chooranam	200mg							
		6	Kasturi karuppu	30mg							
11	Memory Loss	1	Vallarai (Ext)	300mg	500 mg capsule	1500	1X15 blisters				
		2	Amukkura	200mg							
12	Irumal and Illupu	1	Adathodai	100gm	500 gm pack legiyam	12300					
		2	Kantankatri	75gm							
		3	Thrikadugu	75gm							
		4	Sugar	125gm							
		5	Honey	125gm							

13	Kamalai noi	1	Keezhnelli	40mg	200 ml syrup	4000	Bottle				
		2	Karisalai	40mg							
		3	Thanner vittan kizhangu	35mg							
		4	Silasathu parpam	0.5mg							
		5	Koraikizhangu	20mg							
		6	Other excipients								
14	Irumal noi	1	Adathodai	40mg	100 ml syrup	5300	Bottle				
		2	Kanthagathiri	40mg							
		3	Thrikadugu	25mg							
		4	Seendil	25mg							
		5	Other excipients								
15	Vetpalai Thailam	1	Vetpalai ilai each 30 ltr contains	30kg	100 ml thailam	3500	Bottle				
		2	Coconut oil	30ltr							
16	Katrilai Legiyam	1	Katrilai charu	80mg	100 gm legiyam	1800	250gm Contain pack				
		2	Thrikadugu	40mg							
		3	Sugar	80mg							
17	Kalladaipu Noi	1	Sirupellai	38mg	200 ml syrup	1400	Bottle/ container				
		2	Nerunjil	25mg							
		3	Nandukal parpam	5mg							
		4	Vedippu chunnam	5mg							
		5	Kalnar parpam	5mg							
		6	Silajit parpam	5mg							
		7	Thanneer vittan kilangu	25mg							
18	Honey		Honey	30ml		5000					
19	Rasakandhi melugu		Rasakandhi melugu	100gm		50					
20	Gandhaga Rasayanam		Gandhaga Rasayanam	100gm		50					
21	Mayana thailam		Mayana thailam	30ml		50					
22	Sivanar vembu kuli thailam		Sivanar vembu kuli thailam	30ml		50					
23	Male Infertility (cap)	1	Asparagus racemosus	250mg	500 mgs capsule	1000					
		2	Withana somnifera	250mg							

Signature of the Tenderer
With seal of the Company

* Retail sale price means the retail price displayed by the manufacturer under the provision of the drug (prices control) orders 1995 and as amended from time to time

Signature of the Tenderer

Date

Name of the Organization & Address

CHECK LIST

Sl.No	Particulars	Enclosed Yes/No	Page No:	
			From	To
1.	Audited Balance sheet and Profit & Loss Account for three financial years i.e. FY 2015-16, FY 2016-17, and FY 2017-18.			
2.	Details of supplying Ayurveda, Homoeopathy, Siddha and Unani medicines to Govt. Organizations / Public Sector Units for not less than Rs.50.00 Lakhs per annum during any one of last three years, i.e. 2015-16,2016-17& 2017-18.			
3.	Income Tax Returns for last three assessment years i.e. AY 2016-17, AY 2017-18, and AY 2018-19.			
4.	Certificate on Market Stand as per Annexure "C"			
5.	a) Earnest Money Deposit.			
	b) If exempted, Proof for exemption.			
6.	a) Whether Manufacturer or Agent.			
	b) If Agent, Distributor declaration from Manufacturer.			
7.	Good Manufacturing Practice Certificate			
8.	Drug Manufacturing License for all the medicines quoted.			
9.	G.S.T Registration Certificate.			
10.	Annexure - A,B,C,D & E - Declaration			
11.	Signed and sealed Tender documents			
12.	Documents like Registration Certificate in the case of Co-operative Societies, Partnership deed in the case of Firms and Certificate of Incorporation, Memorandum of Association, Articles of Association in the case of Companies.			
13.	Authorisation letter to the person to sign the tender documents with the signature duly attested.			
14.	List of Officer Bearers with designation, address and mobile number.			
15.	Details of samples of medicines given			
16.	Lab Report for samples of medicines given.			