

RAJASTHAN DRUGS & PHARMACEUTICALS LIMITED

(A Govt. of India Enterprise)

Road No. 12, V.K.I. Area, N.H. –11, JAIPUR – 302 013 (Rajasthan)

Please visit our web-site : www.rdpl-india.in

Date:22-08-2013

Tender Documents for Manufacturing and Supply of Miscellaneous formulation on Loan Licence Turn Key Basis.

Sealed tenders are invited from reputed and financially sound manufacturers having GMP and meeting requirements of new Schedule 'M' with minimum five years standing and annual turnover of at least Rs. 20 Crore to manufacture and supply various items as per specification mentioned in ANNEXURE-1 . This will be running contract for a "period of one year",The completed offers shall be accepted up to **3.00 p.m. On 10/09/2013** and Technical Bid shall be opened on the same day at 4.00 PM. The parties desiring to attend the tender opening may do so at their own cost. The tenderers offering to supply Drugs & Formulations are required to submit **earnest money in the form of Bank Draft of Rs. 1 lac (Rs.One Lac)** in company's name, which shall be returned to the unsuccessful tenderer subsequently. The offers submitted without earnest money shall be rejected out rightly. All the tenderers are requested to read the terms and conditions of the tender documents very carefully and submit their offers accordingly. In case of any deviation from the tender's terms and conditions, their offers are likely to be rejected. RDPL reserves all rights to accept or reject any of the offers in full or in part without assigning any reason.

1. Eligibility Criteria

The tenderer should meet the following requirements:-

- (a) Should have minimum Five year experience and annual turnover of Rs. 20 crores during last three years.
- (b) Should have valid revised Scheduled-M certificate WHO-GMP certificate preferred.
- (c) Should have adequate financial resources.

2. Specifications of the items & scope of work:

The detailed specifications of the items to be manufactured on LL along with their pack size, specifications of the containers, etc. are given in ANNEXURE-1.

3. Rates:-

- (a) The rates for supply of each item of medicines as specified in ANNEXURE-1 should be quoted separately.
- (b) All the items, as mentioned in ANNEXURE-1 are required to be manufactured on Loan Licence arrangement of RDPL. RDPL shall obtain loan licence if applicable from respective Drugs Control Authorities and the tenderer will have to provide necessary assistance/facilities, such as, storage place/obtaining wholesale licence, etc being essential requirements for obtaining loan licence under the Drugs &

Cosmetic Act. The necessary production records / purchases records are required to be kept under the Drugs Act & Rules there under.

- (c) **The rates quoted should include the cost of raw-material, packing material, conversion cost, testing expenses, freight & forwarding charges, insurance, Excise Duty, octroi and other levies as applicable. The rates quoted should be on the basis of F.O.R. RDPL works Jaipur or any destination in the country as advised by the company. It should also include charges for warranty and replacements and CST / VAT may be levied extra which necessary declaration form shall be provided by the company.**
- (d) The price shall be kept valid during the period of the contract. No other charges in addition will be payable on any account over and above the prices quoted.
- (e) The rates quoted in an ambiguous manner will render the tender liable for rejection.
- (f) The rates quoted by the tenderer shall remain fixed during the currency of the contract and not subject to variation on any account. Other terms of quotations not prescribed by RDPL may render the offer as rejected.
- (g) Tender should be signed by Tenderer on all pages with official seal.

4. Important Documents to be submitted along with offer:

- (a) Details of plant & machineries, quality control equipments, etc. need to be furnished.
- (b) Site master plan along with details of QC, QA and number of technical persons working need to be furnished.
- (c) Latest non-conviction certificate obtained from the respective State Drugs Controller to be given.
- (d) Statement of products (with details) declared sub-standard by the State Drugs Controller during last three years with reasons and also action taken by the Drugs Authorities and subsequent steps initiated by manufacturer.
- (e) Vendors list of API and primary packing materials.
- (f) Details of existing R/C if any with any buyers/PSUs.
- (g) Installed capacity of manufacturer duly certified by chartered Accountants. (Unit wise).
- (h) Samples for products required to be manufactured on loan/license / basis for RDPL .
- (i) Audited balance sheets for last three years.
- (j) Latest income-tax return/clearance certificate

- (k) Details of facilities being availed from the Bank (i.e. working capital limits, etc.) along with name and address of the Bank and mode of Account being operated.
- (l) Sales tax clearance certificate.
- (m) Letter of creditworthiness from the Bank.
- (n) Copy of Memorandum & Articles of Association (copy of partnership deed in case of firm) with list of Directors/ partners/proprietor.
- (o) Attested copy of Drug manufacturing license along with products approved by Licensing Authority.
- (p) Attested copy of valid revised schedule 'M' certificate issued by Drug control authority.
- (q) Attested copy of valid WHO-GMP certificate issued by Drug Authority, if available.
- (r) Attested copy of the three years Manufacturing & Marketing certificate (Annexure- III) issued by the state Drugs controller.
- (s) Guarantee certificate/ Affidavit as per Annexure-II on Rs.100/- non judicial stamp paper duly notarized.

5. **Earnest Money Deposits:**

- (a) The earnest money of Rs. 1,00,000/- (Rs. One Lac) through a Bank Draft favoring "Rajasthan Drugs & Pharmaceuticals Ltd.", payable at Jaipur, shall be enclosed with Tender Documents, failing which the Tender is liable to be rejected.
- (b) The earnest money deposit shall be liable to be forfeited in following circumstances:
 - i. If the tenderer selected and approved by RDPL fails to enter into Agreement.
 - ii. If the tenderer fails to follow any of the conditions of Agreement after award of contract /Work Order.

6. **Supply Conditions:**

- (a) Work Orders will be placed on the successful tenderer at the discretion of RDPL, indicating the formulations, quantities, packing, delivery schedule etc. As per term received from any Govt. Agency for, making supplies to them.
- (b) Payment of all supplies made by Tenderer shall be made within 15 days from the date of received from any Govt. Agency for making supplies to them.
- (c) All items of drugs and formulations being supplied by Tenderer shall have shelf-life of minimum 2 years or as per the provision of drugs Act.
- (d) The Tenderer must submit a Test Analysis Report from his own or a Govt. approved Lab for every batch of drug along with invoice.

7. **Ratification and withdrawal of Offers:**

- (a) The tenderer may withdraw or submit an addenda to his offer before the offers are opened.
- (b) Once the tenders are opened, no addition or alteration shall be allowed. Further, no tenderer shall be allowed to withdraw his offer till the date of expiry of the validity of offer (60 days) from the date of opening of the offer .

8. **Opening of Offers:**

- (a) The tenderer's representatives having necessary authority for tender may attend opening and those who are present shall sign a Register evidencing their attendance.
- (b) In the event of the specified date of tender opening being declared a Holiday for RDPL; the offers shall be opened at the appointed time on the next working day.
- (c) RDPL reserves the rights to accept or reject any late/delayed offers. The tenders not opened and not read out at the time of opening shall not be considered for evaluation irrespective of any circumstances. Withdrawn offers shall be returned to the tenderer as unopened.

9. **Contract Award Criteria:**

RDPL shall award the contract to the successful tenderer whose offer has been determined to be substantially responding in conformity with the conditions of tender and has been determined as the lowest evaluated offer in terms of price,etc provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

The tenderer is required to submit along with tender a Manufacturing Certificate for three years issued by the State Drug Controller in respect of items quoted by the tenderer as per Proforma in ANNEXURE-III.

10. **Rights to Accept or Reject any Offer:**

RDPL reserves the right to accept or to reject any offer and annul the bidding process or to reject all bids at any time prior to award of contract without thereby incurring any liability to the affected tenderer or any obligation to inform the affected tenderer(s) of the grounds for RDPL's action. RDPL is not bound to accept the lowest or any bid.

11. **Agreement:**

The successful tenderer shall have to sign an Agreement before award of work order Non-judicial stamp paper of Rs.100/-, for the successful completion of contract

12. **Security Deposits:**

The successful tenderer shall be required to furnish a Bank Guarantee for value equivalent to 5% (Five percent) of the value of work order. towards security deposit for successful performance of contract. The Bank Guarantee should be issued by a Nationalized Bank and same shall be

retained by RDPL till the final fulfillment of the contract with validity for entire period of agreement plus expiry period of the medicines supplied i.e. for minimum validity of three years. If required, Supplier shall get the validity of the Bank Guarantee extended further up to the period covering the entire expiry period of the list of the medicines supplied by him at his cost and expenses.

13. Invocation of Bank Guarantee:

The bank guarantee shall be invoked by RDPL:

- I. If supplier fails to supply the quality medicines formulations within prescribed delivery period.
- II. If the supplier fails to replace the medicines within prescribed period where any supplies are found to be of inferior or sub standard quality.

14. Inspections & tests for control over quality of products supplied:

- (a) RDPL or its representative shall have the right to inspect and or to test the goods in conformity to the specified specifications at the cost of supplier.
- (b) The inspections and test of the goods may be conducted on the premises of supplier or at of the goods RDPL before dispatching the goods. The supplier shall make all reasonable testing facilities/ assistance available to the inspection team.
- (c) If any inspected or tested goods fail to conform to the said specifications, RDPL may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specifications/requirements free of cost to RDPL.
- (d) The suppliers will be responsible for the quality of their products till their shelf life. If any product is declared substandard, it would be the responsibility of the party who has manufactured these drugs for prompt replacements of same and bear all expenses, damages, etc, towards the same whatsoever may be. The party has to submit an affidavit / guarantee in this regard in Annexure-III duly notarized by a Public Notary.
- (e) RDPL has right for medicines being supplied as per order to be got tested by any recognized testing laboratory at the cost of supplier, in addition to quality certificate provided by the supplier.
- (f) The supplier shall provide prescribed quantity of control samples to RDPL, Jaipur for all the batches manufactured & supplied, for its testing records.

15. Packing:

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit and for safe delivery to their final destination. The packing shall be sufficient to withstand, without limitation the rough handling during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the remoteness

of the final destination and the absence of heavy handling at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, as given by RDPL.

16. Insurance:

The product under this contract shall be supplied on F.O.R. Destination basis however, the goods supplied under the contract shall be fully insured for 110% value of the goods in Indian Rupee against any loss or damages, etc. in course of transit. Such insurance and claim compensation if any would be arranged by supplier itself.

17. Delay in the supplies:

- (a) Delivery of the items / goods shall be made by the supplier within 30 days or in accordance with the conditions of the contract/work order at the time (s) and at the place (s) and in the manner specified in the tender documents and schedules and the orders to be placed. The supplier shall comply with the instructions of RDPL from time to time regarding safe transit of the goods.
- (b) Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to imposition of liquidated damages, unless an extension of time is agreed upon with or without the application of liquidated damages. The quantum of liquidated damages to be recovered from the supplier shall be equivalent to the amount RDPL pays to its purchaser of goods because of the delayed supplies and/or non-supplies thereof.
- (c) In case of abnormal delays, RDPL may cancel the contract or a portion thereof without entertaining any claim for compensation and, if so desired, purchase the stores not so delivered or other of a similar description at the risk and cost of the supplier.
- (d) RDPL shall forfeit the security deposit furnished by the contractor supplier by way of invoking Bank Guarantee in the event of delay in supply, short delivery, non-supply or any kind of breach of contract under all circumstances.
- (e) Where Tenderer fails to make supplies within stipulated period, RDPL is at liberty to make alternative purchase of items of drugs & medicines (for which the purchase orders have been placed) from any other source or open market at the cost and risk of Tenderer and in such cases RDPL has every right to recover the higher cost and other charges incurred and impose penalty as prescribed elsewhere in this Tender document.
- (f) The Tenderer shall take back drugs which are not utilized by RDPL within the shelf life period based on mutual agreement.

18 **Force-Majeure:**

- (a) The supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for defaults if any to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of any events of force-majeure.
- (b) For purposes of the clause "FORCE-MAJEURE" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such event may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freights embargoes etc. However such events do not include the scarcity of raw-material, power cut, labour dispute/strike,raids.
- (c) If a force-majeure situation arises, the suppliers shall promptly notify RDPL in writing of such causes. Unless otherwise directed by RDPL in writing, the supplier shall continue to perform its obligation under the contract as far as practicable and shall seek all reasonable alternative means for performance not prevented by the force-majeure events.

19. **Termination of Contract:**

- (a) RDPL by written notice sent to the supplier may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for RDPL's convenience, the extent to which performance of the supplier under the contract is terminated and the date on which such termination becomes effective.
- (b) In case the supplier becomes bankrupt or otherwise insolvent, RDPL may at any time terminate the contract by giving written notice to the supplier. In this event termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue there after to RDPL.

20. **Payment:**

The payment shall be released within a period of 15 days from the date of its receipt from the concerned institution.

21. **Validity:**

This supply contract shall remain in force for a period of one year from the date of signing of Agreement between RDPL and the Supplier. The agreement can be further extended on mutual consent of both the parties.

22. **Deviation:**

The supplier shall submit a deviation Statement in case the offer is submitted contrary to the tender's terms and conditions.

23. This agreement shall be deemed to be an agreement made in JAIPUR and any dispute of difference relating to the technical, commercial, accounting or otherwise question etc., if any shall be unless settled amicable , be settled by referring the matter to ICADR (International Centre for Alternative Dispute Resolution) which has been established under the aegis of Ministry of Low and

Justice, GOVT. of India for arbitration / Concillation / Mediation in the event of dispute , instead of going to courts directly.

The tenderer is required to sign the tender documents and submit the same along with his offer as a token of his acceptance to the terms and conditions of the tender. Technical Bid & Financial Bid should be submitted in two separate sealed covers duly marked on envelopes as “Technical Bid” & “Financial Bid ” on Annexure –IV respectively and these two sealed envelopes may be kept in one sealed envelope marked as “**Tender for Manufacturing and Supply of Miscellaneous Formulation** ” and should be addressed to The Dy. G.M (Marketing) at the above mentioned address. **Please note that only Price Quotation with required break-up has to be given in the “Financial Bid” Annexure-IV and all other documents are to be furnished in the “Technical Bid”.**

Thus, Sealed Tender with all documents / certifications and earnest money deposit (EMD) of Rs. 1,00000/- (through demand draft in favour of this company payable at Jaipur) should **be sent to the Dy. Manager (Material) so as to reach this office latest by 10 Sep 2013 up to 3.00 PM.** Technical Bid of the Offers received shall be opened on same day at 3.30 P.M in presence of available representatives of the bidders. **Financial Bid shall be opened only of those bidders qualifying in technical bid**

for **Rajasthan Drugs & Pharmaceuticals Limited,**

Manager (Materials)

(On Rs. 100/- Non-Judicial Stamp Paper)

Annexure – II

GUARANTEE CERTIFICATE / AFFIDAVIT

I, _____ (Designation _____) for and on behalf of M/s. _____ hereby declare that the drugs & formulations manufactured for Rajasthan Drugs & Pharmaceuticals Limited (RDPL), Road No.12, V.K.I. Area, Jaipur – 302 013 shall be of the best quality and strictly in accordance with the specifications prescribed in Annexure-I and we hereby guarantee to the purchaser that the said medicines would continue to conform to the description and quality aforesaid till the date of expiry from the date of manufacture of the said medicines and that notwithstanding the fact that the purchaser / inspector may have inspected and / or said medicines be discovered not to conform to the description and quality aforesaid, or have deteriorated (and the decision of the RDPL in that behalf will be final and conclusive), RDPL will be entitled to reject the said medicines, or such portion thereof as may be discovered not to conform to the said description and quality. On such rejection, the said medicines will be at the supplier's risk and all provisions herein contained relating to the rejections of medicines. shall apply. The supplier shall, if so called upon to do, replace the medicines lying in the stock with RDPL free of cost at the ultimate destination, within a maximum period of two months or such further period as may be extended from time to time by RDPL in its discretion on application in writing made thereof by the supplier. In such event, the above-mentioned warranty period shall apply to the medicines replaced from the date of the replacement thereof. Otherwise, the supplier shall pay to the purchaser such damages as may arise by reasons of the breach of the conditions herein on that behalf under this contract or otherwise. For substandard quality of medicines already consumed by the time that results are known, the supplier is liable to a penalty to the extent of the value of such items consumed which will be further determined at the sole discretion of the purchaser, in addition to any other penalty liable to be imposed under the relevant law.

For and on behalf of _____

Signature

Name

Designation

Witness
Notary Public

This page uses frames, but your browser doesn't support them.