

**TAMILNADU MEDICAL SERVICES CORPORATION LIMITED**

(A Government of Tamilnadu Undertaking)

417, Pantheon Road, Egmore, Chennai - 600 008.

Phone: 044-2819 1890, 2819 0259/ Fax: 044-2819 0636

Website: [www.tnmsc.com](http://www.tnmsc.com)

Email: [enquiry@tnmsc.com](mailto:enquiry@tnmsc.com)

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Ref.No. Q004/M(P)/THEOPHYLLINE/TNMSC/2018

Date : 07.07.2018

**INVITATION OF LIMITED TENDER FOR THE SUPPLY OF**  
**"THEOPHYLLINE AND ETOFYLLINE TABLETS"**  
**TO THE TNMSC LTD**

To

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Dear Sir,

**Sub :** Invitation of Limited Tender for the supply of **Theophylline and Etofylline Tablets** to TNMSC Ltd.,

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1. You are invited to submit your most competitive quotations for the supply of **Theophylline and Etofylline Tablets to TNMSC Ltd.**
2. To assist you in the preparation of your quotation, we are enclosing the following.
  - (i) The item with their specification and quantity.
  - (ii) Instruction to Bidder.
  - (iii) Draft Contract Agreement format, which will be used at the time of finalizing the Contract.

3. You are requested to provide your offer latest by **03.00 P.M. on 13.07.2018.**
4. Quotations will be opened in the presence of Bidder or their representative who choose to attend at **03.30 P.M. on 13.07.2018** in the office of the TamilNadu Medical Services Corporation Limited, Egmore, Chennai.

**Tamil Nadu Medical Services Corporation Limited**  
**417, Pantheon Road, Egmore,**  
**Chennai - 600 008.**  
**Tel.No: 044- 2819 1890 / 2819 0259**  
**Fax No: 044- 2819 0636**

**Tamil Nadu Medical Services Corporation Limited**  
**417, Pantheon Road, Egmore, Chennai - 600 008.**

**LIMITED TENDER FOR THE SUPPLY OF "THEOPHYLLINE AND**  
**ETOFYLLINE TABLETS" TO TNMSC LTD**

**Last Date for Submission: 13.07.2018 at 03.00 P.M.**

## INSTRUCTIONS TO BIDDER

### SECTION - A

1. The General Manager (Drugs), Tamil Nadu Medical Services Corporation Limited invites quotations from the **Manufacturers/Distributors having valid Manufacturers authorization** for the supply of **Theophylline and Etofylline Tablets** to TNMSC for the listed drug in the **Annexure-I**.
  
2. Qualification of the bidder: The bidder shall provide qualification information, which shall include:
  - (A) Manufacturing License / Import License for the drug quoted as applicable.
  - (B) For distributors, wholesale license for the sale along with manufacturer's Authorization and manufacturing license / import license of the company with endorsement copy for Product quoted.
  - (C) Average annual turnover for the last 3 years (i.e., 2014-2015, 2015-2016, 2016-2017).
  - (D) Items supplied should bear the logo "TN Govt. Supply Not for Sale" in the cartons and it may be affixed/printed with indelible ink.
  - (E) Non-conviction Certificate issued by the Drugs Controller of the State certifying that the firm /company has not been convicted and the product quoted have not been cancelled during last three years, Viz 2014-2015, 2015-2016 and 2016-2017 to be submitted (if applicable/for manufacturers).

3. **BID PRICE**

- a) Contract shall be for the supply of **Theophylline and Etofylline Tablets** to TNMSC Ltd., corrections if any made in the rates shall be done by crossing out, initialing, dating and re-writing.
- b) The rate quoted per unit for landed price shall be inclusive of freight, Insurance, customs duty but exclusive of GST.
- c) The rates quoted by the bidder shall be fixed and shall not be subject to adjustment on any account.
- d) Rates should be quoted in Indian Rupees only.

4 **SUBMISSION OF QUOTATIONS**

- 4.1 Each bidder shall submit only one quotation.
- 4.2 The quotation submitted by the bidder shall comprise the following:
  - a) Quotation in the format given in Section B.
  - b) Qualification information form given in Section B duly completed.
  - c) EMD in the form of Bankers Cheque/Demand Draft for **Rs.5,000/-** drawn in favour of TamilNadu Medical Services Corporation Ltd., Chennai. **(Failing which the quotation will be rejected summarily).**
- 4.3 The bidder shall seal and submit the quotation in an envelope addressed to the General Manager (Drugs), Tamil Nadu Medical Services Corporation Limited, Egmore, Chennai - 600 008 .

**The envelope shall also bear the following Identification:**

**Ref.No.Q004/M(P)/THEOPHYLLINE/TNMSC/2018, Dated.07.07.2018**

**“Limited Tender for Supply of THEOPHYLLINE AND ETOFYLLINE TABLETS  
to the TNMSC Ltd**

**Do not open before 03.30 PM on 13.07.2018”**

4.4 Quotations must be received in the office of the Tamil Nadu Medical Services Corporation Limited not later than the time and date given in the letter of invitation. If the specified date is declared to be a holiday, quotations shall be received up to the appointed time in the next working day.

4.5 Any quotation received by Tamil Nadu Medical Services Corporation Limited after the deadline for submission of quotations will be rejected and returned unopened to the bidder.

5. **VALIDITY OF QUOTATION**

Quotation shall remain valid for a period not less than 60 days after the deadline date specified for submission.

6. **OPENING OF QUOTATIONS.**

Quotations will be opened in the presence of bidders representatives who choose to attend on the date and time and at the place specified in the letter of invitation.

7. Information relating to evaluation of quotations and recommendations for the award of contract shall not be disclosed to bidders or any other persons not officially concerned with the process until the award to the successful bidder is announced.

8. **EVALUATION OF QUOTATIONS**

The purchaser will evaluate and compare the quotations determined to be substantially responsive as indicated below.

- (A) Meet the qualification criteria specified in clause 2.
- (B) Are properly sealed and signed
- (C) Conform to the terms and conditions and specifications.
- (D) The quotation would be evaluated for an individual schedule.
- (E) Rates to be quoted only in **Annexure - III**.

9. **AWARD OF CONTRACT**

The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

9.1 Notwithstanding the above, the Tender Inviting Authority reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at time prior to the award of contract.

9.2 The bidder whose bid is accepted will be notified the award of contract by the Tender Inviting Authority prior to expiration of the quotation validity period.

10. **SUPPLY SCHEDULE**

(10.1) The supply shall be made to the destinations as in the Annexure along with the purchase order. The supply should be completed within 30 days from the date of purchase order. If no supply is received even after 45 days from the purchase order, such order(s) stand cancelled automatically

and TNMSC reserves the rights to purchase from alternate source at the risk and cost of defaulted supplier.

(10.2) Samples from each batch of supplies will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different laboratories for testing as decided by the TNMSC. In case of quality failure, the value of the entire batch of the drug will be deducted from any amount payable to the tenderer.

**11. LIQUIDATED DAMAGES AND UNEXECUTED PENALTY:-**

- (i) For delay in supply of the goods beyond the stipulated period, liquidated damages at 2.5% per week or part thereof, subject to a maximum 5%.
- (ii) After 45 days from the date of purchase order, unexecuted fine of 10% will be levied for the unexecuted quantity

**12. SECURITY DEPOSIT & AGREEMENT :**

(12.1) On information of acceptance, the successful bidder shall execute agreement with TNMSC and deposit the security amount in the form of Demand Draft in favour of TNMSC Ltd., for 5% of total contract value, failing which the EMD Submitted by the firm will be forfeited.

(12.2) If 100% of the ordered quantity is not supplied, the Security Deposit (SD) will be forfeited.

**Sd/-  
General Manager (Drugs)**



## **SECTION - B**

1. FORMAT FOR QUALIFICATION INFORMATION
2. FORMAT FOR SUBMISSION OF QUOTATION

**QUALIFICATION INFORMATION**

Name of the firm : \_\_\_\_\_

Name of proprietor / partner /  
Director : \_\_\_\_\_

Details for licenses held with validity : \_\_\_\_\_  
(copy of license for the drugs quoted  
shall be enclosed)

Non conviction certificate (if Applicable)

Name of Consumable	Year	Batch No.	Qty	Sold to

## AGREEMENT

THIS AGREEMENT made the..... day of ....., 20 Between Tamilnadu Medical Services Corporation Limited, No.417, Pantheon Road, Egmore, Chennai - 600 008. (Name of purchaser) of ..... (Country of Purchaser) (here in after "the Purchaser") of the one part and ..... (Name of Supplier) of ..... (City and Country of Supplier) (here in after called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz; Supply of **Theophylline and Etofylline Tablets to TNMSC Ltd.**, in the tender reference No.Q004/M(P)/THEOPHYLLINE/TNMSC/2018, Dt.07.07.2018 (Brief Description of Goods and Services) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of .....(Contract Price in Words and Figures) (hereinafter called "the Contract Price").

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. The Letter of Acceptance issued by the purchaser.
- b. The Notice Inviting Tender
- c. The supplier's bid including enclosures, annexures, etc.
- d. The Terms and Conditions of the Contract
- e. The Schedule of Requirement
- f. The Technical Specification
- g. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

Sl. No	Drug Code	Brief Description of Goods & Services	Tender Qty in Unit*	Unit Price	Sales tax in %	Total value inclusive of sales tax
<b>Total contract value</b>						

\* Tender quantity indicated here is tentative and may vary subjected to various terms and conditions of the tender.

**DELIVERY SCHEDULE:**

Supply shall be completed within 30 days from the date of purchase order.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said..... (For the Purchaser)  
in the presence of .....  
Signature  
Name  
Address

Signed, Sealed and Delivered by the  
Said ..... (For the Supplier)  
in the presence of .....  
Signature  
Name  
Address

**Annexure - I**

<b>Sl. No</b>	<b>Code No.</b>	<b>Name of the drug/ Specification</b>	<b>Unit</b>	<b>Tentative Tender Qty (In Units)</b>
1	90	Theophylline and Etofylline Tab. <b>Strength</b> : Theophylline IP - 23mg Etofylline IP - 77mg <b>Packing</b> : Blister with Aluminium Back	10 X 10 Tabs	50,000

DECLARATION

I \_\_\_\_\_ Managing Director /  
 Director / Partner / Proprietor of M/s. \_\_\_\_\_ having its  
 manufacturing or import unit / registered office at  
 \_\_\_\_\_ do hereby declare that we  
 have not blacklisted either by Tender Inviting Authority or by any State Government or  
 Central Government Organization for the following products quoted in the tender. We are  
 eligible to participate in the **Ref. No. Q004/M(P)/THEOPHYLLINE/TNMSC/2018,**  
**Dated.07.07.2018** for the following products.

Sl. No.	Code No.	Name of the Consumables

M/s. \_\_\_\_\_

Company seal

To be attested by the Notary.

**Annexure - III**

Sl. No	Drug Code	Name of the Drug and Unit	Basic Price Inclusive of Incidental Charge (Per Unit) (Rs.P)	Packing & Forwarding Charges (Per Unit) (Rs.P)	Freight and Insurance Charges (Per Unit) (Rs.P)	Total Landed Price (in Figure) (Per Unit) (4+5+6) (Rs.P)	Rate per Unit in Words †	SGST	CGST	IGST	Brand Name and Name of the Manufacturer
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
1	90	Theophylline and Etophylline Tablets <b>Strength :-</b> Theophylline IP - 23mg, Etophylline IP - 77mg <b>Unit - 10 x 10 Tabs</b>									

Total aggregate Value: Rs. \_\_\_\_\_

\* The rate quoted at column 7 should be exclusive of GST

† In case of discrepancy between the prices quoted in words and in figures, lower of the two will be considered

Place :  
Date :

Signature :  
Name in Capital :  
Designation :