

TAMILNADU MEDICAL SERVICES CORPORATION LIMITED

**Empanelment of Manufacturers of Drugs and Medicines for supply of
Generic Drugs and Medicines to TNMSC Ltd.,**

**Enquiry no: 001/ M (P)/ Drugs/Empanelment/TNMSC/2024 dt.
24.08.2024**

Last date for Submission of responses	04.09.2024 up to 5.00 P.M.
Enquiry document	Enquiry document can be downloaded from www.tnmsc.tn.gov.in
Interactive meeting through Video Conference (VC link will be shared in website)	30.08.2024 at 11.30 A.M.
Address for communication and clarifications.	The General Manager (Drugs) TamilNadu Medical Services Corp Ltd. No: 417, Pantheon Road, Egmore, Chennai-600008 e-mail : mm.tnmsc@gmail.com
Mode of submission of responses	By e-mail : mm.tnmsc@gmail.com

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**Empanelment of Manufacturers of Drugs and Medicines for supply of
Generic Drugs and Medicines to TNMSC Ltd.,**

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Dt.24.08.2024

Tamil Nadu Medical Services Corporation Ltd., (TNMSC Ltd) is a Company incorporated in the year 1994 under Companies Act, 1956 and fully owned by Govt. of Tamil Nadu, has been entrusted with the responsibility of procuring and distributing the Drugs, Medicines, Surgical & Suture consumables of both Generic and Specialty nature, medical equipment to Govt., Medical Institution in the State.

TNMSC Ltd invites response by e-mail from the eligible manufacturers of drugs and medicines for Empanelment as supplier(s) of Generic Drugs and Medicines to TNMSC Ltd., for its internal consumption under section 16(f) of The Tamil Nadu Transparency in Tenders Act, 1998 and Rules, 2000 adopting Direct Procurement method.

The Contract period will be for one year from the date of notification of empanelment and which may extendable for a further period on mutual acceptance.

I. Eligibility Criteria:

1. Should be a manufacturer of Drugs and Medicines possessing valid manufacturing licence/ loan license in the appropriate Forms prescribed and issued by the competent authority under Drugs and cosmetics Act, 1940 and Rules, 1945.
2. Should have been manufacturing the drugs and medicines at least for a period of 3 years (2021-22 to 2023-24).
3. Should possess valid Good Manufacturing Practice certificate as per revised Schedule M of the Drugs and cosmetics Act, 1940 and Rules, 1945 (cGMP) or WHO GMP certification.
4. Should have an average annual turnover of Rs. 100 lakhs in the last 3 financial years (i.e., 2021-22 to 2023-24).

5. Should not have been convicted by any court of Law for supply of a substandard drug.
6. Should not have been blacklisted by any State/Central Govt/ PSUs in India.

The response against this enquiry should be enclosed with documentary evidence on the above points as indicated below:

1. Copy of the manufacturing licence/ loan license issued by the licensing authority along with product Endorsements for the drug and medicines desired to be offered.
2. Notarized Self declaration/undertaking for having manufactured and marketed the drugs desired to be offered for three years (2021-22 to 2023-24) (In Rs. 20 valued Non judicial stamp paper).
3. Copy of cGMP /WHO GMP certificate issued by the Licensing authority.
4. Annual Turnover Statement certified by the Chartered Accountant for the three Financial Years (i.e., 2021-22 to 2023-24).
5. Notarized Self declaration/Undertaking for having not convicted by any court of Law in India for supply of substandard quality drugs (In Rs. 20 valued Non judicial stamp paper)
6. Notarized Self declaration/Undertaking for non-blacklisting by any other State/Central Government or its Procurement Agencies.(In Rs. 20 valued Non judicial stamp paper)
7. Documentary Evidence for Constitution of the firm such as Memorandum and Articles of Association/ Partnership deed, Permanent registration number, GST registration Certificate Etc. In case of Pvt Limited/ Limited Companies, pages indicating incorporation under ROC and directors list are to be submitted.
8. Copy of GST Registration Certificate
9. Copy of Permanent Account Number (PAN) card.
10. Power of Attorney to the Authorized Signatory.
11. List of Directors in the Board/ partners duly certified by Company Secretary/ Chartered Accountant.

12. Copy of Empanelment with any other State/Central Government (or) its Procurement Agencies (As applicable).
13. Bank Mandate Details with copy of a cancelled cheque.

II. Terms and Conditions:-

1. The list of drugs/medicines/surgical consumable, its strength, specification, pack size, packing, tentative quantity etc., are indicated in Annexure- I.

2. Price Schedule:

- a. The rates should be quoted in the excel format provided for the desired Drugs & Medicines and surgical consumable in the Annexure – II along with monthly production capacity and to be submitted in the designated mail id. Also the hard copy of the same duly signed by the authorized signatory shall be scanned (in pdf) and submitted along with the list of documents enumerated above. (Refer Section I- eligibility Criteria).
- b. In the event of any discrepancy arises in the rates offered in the scanned copy (pdf) and the excel format, the scanned copy details will prevail.
- c. The rate should be provided in both figures and words. In case of discrepancies between figures and words, the least among the both will prevail.
- d. The unit rate with GST will be considered for price Evaluation.

3. Evaluation of responses:

- a. The responses from the suppliers will be first evaluated for the conformity to the eligibility criteria indicated and the prices quoted by the responsive suppliers would be considered for subsequent evaluation.
- b. Among the prices offered by the responsive suppliers, the L1 price will be ascertained and negotiation will be held with the L1 supplier(s). Subsequently, the other responsive suppliers whose prices are higher than the L1 will be asked for willingness to match the L1 rates for empanelment along with the L1 supplier.

- c. Based on the quantity required and the capacity of the suppliers, the order quantity may be split to more than one supplier at the full discretion of TNMSC Ltd.

4. Inspection of the Production facility :

Inspection of the production and related facilities of the suppliers will be at the discretion of TNMSC Ltd and such inspection may be at any stage before or after acceptance of the offer/ notification of empanelment.

5. Contract Agreement :

The empanelled suppliers shall enter in to a contract agreement with TNMSC Ltd within 7 days from the date of notification of empanelment in the prescribed format to be provided.

6. Indemnity Bond:

The empanelled supplier shall furnish an Indemnity bond with TNMSC in the prescribed format to be provided for faithful performance of the contract during the contract period and indemnify TNMSC to pay an amount equivalent to 5% of the order value as penalty in the event of any failure by them.

7. Placement of Orders:

- a. The quantity indicated in the Schedule of requirements is only tentative and the order quantity will be based on actual requirement during the contract period. No claim will be entertained in the event of variation, either way between the order quantity and tentative quantity indicated.
- b. The manufacturing capacity earmarked for TNMSC Ltd supply and indicated in the Annexure-II will be considered for placement of orders from time to time subject to satisfactory completion of previous orders and its quality. TNMSC Ltd reserves its rights to empanel other responsive suppliers also who are willing to match the L1 rate and place orders at its full discretion based on the need and performance of the suppliers.

8. Supply conditions:

- a. **Shelf life** – the supplied drugs and medicines should have 24/18/12 month shelf life expiry from the date of its manufacture as prescribed in official compendiums and should be supplied within 60 days from its date of manufacture.
- b. **Packing Conditions** –All primary, secondary and tertiary packing shall be of good quality and with barcode (as applicable). The primary, secondary and tertiary packing shall carry a logogram of proportionate size as prescribed by TNMSC. The name of the drugs and other details shall be printed in Tamil and English as provided by TNMSC Ltd apart from the statutory labelling requirements as per Drugs and Cosmetics Act, 1940 and Rules, 1945.
- c. **Violation of packing conditions** - Penalty of 1% at the value of supply shall be levied if the violations are minor in nature and acceptable by TNMSC Ltd at its discretion. For major violation, the supply will be rejected and goods shall be returned back.

9. Quality test:

Each batch of the drugs & medicines and surgical consumables supplied shall be with an in-house quality Lab report/NABL approved Lab report and it will also be subjected to a post supply quality test at the empanelled laboratories of TNMSC Ltd/ State Government Laboratory for its conformity to the relevant Pharmacopeial standards. The batches not passed the quality tests will be rejected with the confirmatory check at State Government Laboratory. The rejected consignments on quality grounds and packing defects shall be taken back by supplier within the prescribed time limit at its own risk and cost, beyond which it will be destroyed as per prevailing disposal norms at the risk and cost of the supplier.

10. Delivery period:

Maximum of 30 days from the date of placement of orders.

11. Delivery locations:

The delivery should be made at the warehouse in Chennai or Chengalpet or Kancheepuram or Thiuvallur in Tamil Nadu.

12. Termination of Contract:

The empanelment/ contract will be liable for termination for breach of contract under Termination by default at the full risk and cost of the supplier after written notice, Termination for insolvency and Termination for convenience by serving notices. The supplier is not entitled for any compensation in respect of termination.

Termination of contract will be made if it is found that the supplier is found engaged in corrupt practice, fraudulent practice, collusive practice, cohesive practice and obstructive practice at any time prior and after empanelment.

13. Force Majeure Events:

Force Majeure Events includes but not restricted to acts of TNMSC Ltd either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes. Scarcity of raw materials, increase in the cost of raw materials, shifting or upgradation of manufacturing facility and power cut are not considered as force majeure. The supplier should notify in writing with documentary proof within 10 days from date of occurrence of force majeure event(s) for considering appropriate relief by TNMSC Ltd under this clause.

14. Resolution of Disputes:

Includes amicable resolution by direct informal negotiation and referring it for settlement under Arbitration and conciliation Act, 1996 and the venue shall be in Chennai.

15. Governing Laws & Jurisdiction:

Indian Law and Courts in Tamil Nadu.

16. Payment

- a. Payment will be made after completion of supply and passing of the batch in quality test.
- b. Part payment will be considered for part supply based on the order quantity.

c. Payment will be made within 30 days of supply and upon declaration of the consignment as of standard quality in quality tests.

17. Liquidated Damages:

Any delay in supply at the warehouse point beyond 30 days, will attract liquidated damages at 0.1% per day subject to a maximum of 1.5% for a period of 15 days beyond which the order will be cancelled.

18. Bonus:

The supplier(s) are entitled to receive a bonus payment @0.5% flat on the order value provided the entire ordered quantity is completed within 15 days from the date of purchase order.

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