ANNEXURE-X
Ref. Clause No.15.1

I. SCHEDULE FOR PACKAGING OF ESSENTIAL DRUGS AND MEDICINES GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 kgs (ie., product + inner carton + corrugated box).

2. All Corrugated boxes should be of `A' grade paper ie., Virgin.

3. All drugs should be packed only in first hand boxes only.

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

5. Every box should be preferably single joint and not more than two joints.

STITCHING:

6. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

FLAP:

7. The flaps should uniformly meet but should not over lap each other. The flap when turned by 45 - 60° should not crack.

TAPE:

8. Every box should be sealed with Gum Tape/BoPP (Biaxially Oriented Polypropylene) tape running along the Top and lower opening.

CARRY STRAP:

9. Every box should be strapped with two parallel nylon carry straps (they should intersect).

LABEL:

10. Every corrugated box should carry a large outer label clearly indicating that the product is for **"Tamilnadu Govt. Supply - Not For Sale"**. The lower one third of the large label should indicate in bold, the value of the product as depicted in Annexure II of this document.

11. The product label on the carton should be large atleast 15cms x 10cms dimension. It should carry the correct technical name, strength of the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

OTHERS:

12. No box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

(1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be 150 gsm and inside partition / lining should be 120gsm.

(2) The box should be of 5 ply with Bursting strength of 9 Kg/ Cm2

III. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

(1) No corrugate box should weigh more than 7-8 Kgs.

(2) Every Ointment tube should be individually packed in carton and then packed in 20's in a White board box, which may be packed in a corrugated box.

(3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120gsm.

IV. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

(1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 kgs.

(2) C.B. for vials should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.

(3) Bursting strength for CB boxes for

a.	Vials	:	Note less than 13 Kg/Cm^2
b.	Amp	:	Note less than 9 Kg/Cm^2

(4) In the case of 10 ml Ampoules 100 or 50 ampoules may be packed in a White board box. Multiples of White board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a White board box with partition.

(5) If the vial is packed in individual carton, there is no necessity for White board box packing. The individual carton may be packed as such in the CB with centre pad.

(6) In case of ampoules every White board box should carry 5 amps. Cutters placed in a polythene bag.

(7) Vials of Eye and Ear drops should be packed in an individual carton with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a White board box.

ANNEXURE-XI
Ref. Clause No.11.1

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 Essential Drugs and Medicines to TNMSC Ltd., under rate contract system for one year from the date of acceptance in the tender Reference No. **010/M(P)/DRUG/TNMSC/2021, Dated.01.12.2021** (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") for a period of one year from the date of execution of this agreement.

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, Annexure, 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	Unit	Tender Qty in Unit*	Unit Price	GST %	Total value inclusive of GST
Total contract value							

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

DELIVERY SCHEDULE:

FOR CATEGORY "A" DRUGS

The supplier shall supply at least **50%** of the ordered quantity within **45 days** from the date of purchase order and the balance quantity within **60 days** from the date of purchase order at the destinations mentioned in the purchase order.

FOR CATEGORY "B" DRUGS

The supplier shall supply at least **50%** of the ordered quantity within **60 days** from the date of purchase order and the balance quantity within **70 days** from the date of purchase order at the destinations mentioned in the 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-XII
Ref. Clause No. 10

Performance Security Bank Guarantee

(unconditional)

To : **Tamilnadu Medical Services Corporation Limited** (Name of ***Purchaser***)
No.417, Pantheon Road, Egmore, Chennai – 600 008.

WHEREAS ..... (Name of the Supplier) herein called "the Supplier" has undertaken, in pursuance of Tender No.**010/M(P)/DRUG/TNMSC/2021, Dated.01.12.2021** to supply of **Essential Drugs and Medicines to TNMSC Ltd., under rate contract system for one year from the date of acceptance**. (Description of Goods and Services) hereinafter called "the Contract".

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

AND WHEREAS we have agreed to give the Supplier a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or

argument, any sum or sums within the limit of ..... (Amount of the Guarantee in Words and Figures) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 20…..

Signature and Seal of Guarantors

.....

.....

.....

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

Address .....

.....

.....

ANNEXURE - XIII
Ref. Clause No. 4.1 (o)

DETAILS OF MANUFACTURING /IMPORTING UNIT

(In Case of Loan Licensee, the details of manufacturing facility to be furnished)

Name of the Tenderer and office Address :

Factory Address * :

PAN Number :

GST Number :

Phone Nos. :

Fax :

Mobile Number
(SMS shall be alerts to this Mobile Number) :

E-Mail
(e-purchase order(s) shall be to this Mail ID) :

Date of Inception :

Licence No. & Date :

Issued by :

Valid up to :

Details of installed Production Capacity :

Details of Installed Production Capacity for 30 days
(In Terms of Unit Packs)

Tablets :

Capsules

General :

Beta-Lactum :

Injections

Ampoules :

Vials :

I.V.Fluids :

Sterile Powder :

Liquids

Suspension :

Syrups :

Drops :

Ointment :

Powders :

Antiseptics /
Disinfectants :

Name & designation of the authorized signatory :

Specimen signature of the authorized Signatory :

*** The details of manufacturing unit should be for the premises where drugs quoted are actually manufactured**

THE DETAILS OF FACTORY PREMISES

Person In-charge of Factory

Name :

Phone No. :

Mobile No. :

Nearest Land mark of Factory :

Layout

Km from Airport :

Name of the Airport and City :

Km from Railway Station :

Name of the Railway station
and city :

Km from Bus Stand :

Name of the Bus Stand
and City :

Name & designation of the authorized signatory

ANNEXURE – XIV

Ref. clause 4.1 (r)

List of Drugs quoted

1. Name of the firm and address as given in Drug licence :

2. Drug Licence No. in form 25 & 28 / 25-A & 28-A or import Licence No. :

3. Date of issue & validity :

4. Revised schedule M compliance Certificate obtained on :

5. Non-conviction Certificate Obtained on :

6. Market standing Certificate obtained on :

In the event of the bidder becoming L1 for more than one drug, if the total annual quantity for such drugs is more than the capacity earmarked to TNMSC, TNMSC reserve the rights to decide any appropriate drug(s) within his production capacity.

7. Details of Endorsement for all products quoted :

Sl. No	Drug Code	Drug Name	IP / BP / USP	Date of Endorsement obtained from the State Drugs Controller	Whether Endorsement is in Generic or Trade Name	Expiry Period for the drugs quoted should be specified in Months *(for Eg.Griseofulv in Tab. – 48 Months)*	Yearly Mfg. Capacity Earmarked to TNMSC for each drug quoted (in Units)	Mfg / Importing unit location (State from which supplies will be made)	Value of EMD
1	2	3	4	5	6	7	8		9
1.									
							EMD Total		

Authorised signatory :

Date :

Annexure-XV

Ref. clause 15.2

2D Bar Coding on Tertiary Packing

BOX NO	**:**
PO NUMBER	**:**
SUPPLIER CODE	**:**
SUPPLIER NAME	**:**
DRUG CODE	**:**
DRUG NAME	**:**
BATCH NO	**:**
MFG DATE	**:**
EXPIRY DATE	**:**
BATCH QUANTITY	**:**
INVOICE NO	**:**
D C NO	**:**

Annexure-XV (a)
Ref. clause 15.2

2D Bar Coding on Secondary Packing

DRUG CODE	:
DRUG NAME	:
BATCH NO	:
SUPPLIER CODE	:
SUPPLIER NAME	:
MFG DATE	:
EXPIRY DATE	:

Annexure-XVI
Ref. clause 17.2

MANDATE FORM

01	**Company Name**	
02	**Postal Address of the company with Telephone No., Fax No. and Mail I.D.**	
03	**Name of the Managing Director / Director / Manager** **Mobile No. / Phone No.** **E-mail I.D.**	
04	**Name and Designation of the authorized company official** **Mobile No.** **E-mail ID**	

Date: Company Seal Signature

Place: (Name of the person signing & designation)

01	**Name of the Bank .** **Branch Name& address.** **Branch Code No.** **Branch Manager Mobile No.** **Branch Telephone no.** **Branch E-mail ID**	
02	**9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.**	
03	**IFSC code of the Branch**	
04	**Type of Account (Current / Savings).**	
05	**Account Number (as appear in cheque book)**	

(in lieu of the bank certificate to be obtained , please **attach the original cancelled cheque** issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold M/s. Tamilnadu Medical Services Corporation Limited (TNMSC) responsible. I

have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a tenderer /successful tenderer.

Date: Company Seal Signature

Place: (Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address. Signature of the authorized official of the bank.

Annexure-XVII
Ref. Clause No. 7.1 (a)

FORMAT FOR EARNEST MONEY DEPOSIT BANK GUARANTEE

Whereas ..... *(hereinafter called "the Tenderer")* has submitted its tender in the **Ref.No.010/M(P)/DRUG/TNMSC/2021, Dated.01.12.2021** dated ..... *(date of submission of tender)* for the supply of ..... *(name and/or description of the goods)* (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE ..... *(name of bank)* of ..... (name of country), having our registered office at ..... *(address of bank)* (hereinafter called "the Bank"), are bound unto ..... *(name of purchaser)* (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are :

1. If the Tenderer

   a) withdraws its Tender during the period of tender validity specified by the Tenderer on the tender Form; or

   b) does not accept the correction of errors in accordance with the Tender; or

c) rejected on inspection for the compliance of Good Manufacturing Practice as per revised schedule-M of Drugs & Cosmetics Act.

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity :

a) fails or refuses to execute the Agreement if required; or

b) fails or refuses to furnish the security deposit, in accordance with the Instruction to Tenderer;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including Sixty (60) days after the period of the tender validity, i.e. 180 days from the date of opening of the tender, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

---

1 *Name of Tenderer*

CHECK LIST

ANNEXURE - XVIII
Ref. Clause. 4.1.(s)

COVER - A.

Sl.	Description	Page No.	Yes	No
1.	Checklist – **Annexure-XVII.**	**1**	✓	
2.	EMD in the form of Demand Draft/Bank Guarantee shall be kept in an envelope as per (**Annexure-V)** (Domestic Enterprise under MSME- Exempted).			
3.	Annual Turnover Statement of last 3 years **(Annexure-VIII).**			
4.	Under taking of Domestic Enterprise under MSME **(Annexure-VI).**			
5.	Declaration for Non Blacklisting of the Firm / Products **(Annexure-IV).**			
6.	List of drugs quoted with production capacity and without rates **(Annexure-XIV).**			
7.	Duly attested photocopy of Manufacturing License for the product duly approved by the Licensing authority for each and every product(s) quoted.			
8.	Duly attested photocopy of Import License, along with whole sale Drug license.			
9.	Details of Technical personnel employed in the manufacture and testing.			
10.	Market Standing Certificate issued by the Licensing Authority.			
11.	Non-conviction Certificate / Conviction Status Certificate issued by the Licensing Authority.			
12.	Good Manufacturing Practices Certificate.			

Sl.	Description	Page No.	Yes	No
13.	Documentary evidence for the constitution of the company /concern.			
14.	List of Board of Directors/ Partners / Proprietor.			
15.	The instruments such as power of attorney, resolution of board etc. for authorized signatory			
16.	Authorization letter nominating the employee of the tenderer to transact the business with the Tender inviting Authority.			
17.	Copies of Balance Sheet and Profit & Loss Account details for Last 3 years.			
18.	GST returns from **01.01.2021 to 31.03.2021** (as applicable) along with GST registration copy of the tenderer.			
19.	Undertaking for embossment of logo **(Annexure-I).** (Affixing the logo for Secondary / Primary packing for the Manufacturing drugs)			
20.	Undertaking for embossment of logo **(Annexure-II).** (Affixing the logo for Secondary / Primary packing for the imported drugs along with Brand / trade Names)			
21.	Declaration Form for cGMP/WHO GMP along with enclosure **(Annexure-III).**			
22.	Details of Manufacturing/Importing Unit in **Annexure-XIII.**			
23.	WHO, UNICEF, ISO certificates if any.			
24.	Mandate Form **(Annexure-XVI).**			
25.	Proforma for Performance Statement **(Annexure-VII).**			

Sl.	Description	Page No.	Yes	No
26.	True copy of record of manufacture to establish 3 years market standing.			
27.	The Tender document signed by the tenderer/authorized signatory in all pages with official seal.			
28.	Signed and Sealed copy of the Corrigendum issued for the tender conditions **(Issued If Any)**			