Tender Document

(Not Transferable)

Tender Ref.No 51 /MPPHSCL/Kit/2015, Dt 26.10.2015

Madhya Pradesh Public Health Services Corporation Limited
(A Government of Madhya Pradesh Undertaking)

Invites

Online Tender for the Annual Rate Contract for Supply of Clean Birth kitSyphilisis kitDengue NS kitSanitary Napkin Salt Testing Kit RTPCR KIT-for Various Hospitals of Government of Madhya Pradesh for a Period of one Year from the date of Signing of Contract

Madhya Pradesh Public Health Services Corporation Limited,
(A Government of Madhya Pradesh Undertaking)
Tilansangh Building,01 Arera Hills, Bhopal 462004 (M.P.)
Phone: 0755-2578911
Website: www.health.mp.gov.in

[For any further clarifications / queries on e-Tendering, e-Procurement Cell can be contacted at: Helpdesk: TCS helpdesk, 5th Floor , Corporate Zone, DB Mall , Arera Hills , Bhopal; Toll Free Nos.: 1800-274-5454, 1800-274-8484; Mobile No. 08965065346, 08965022417, Phone No. 0755-6500102; e-mail: eproc_helpdesk@mpsdc.gov.in]

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URL: www.health.mp.gov.in
PHONE: 0755-**2578911**

NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: 51/MPPHSCL/Kit/RC/2015 Dated: 26.10.2015

1. Managing Director, MPPHSCL invites Online Tenders from eligible and qualified bidders for supply of Lens to the various government hospitals of Madhya Pradesh:
2. The Schedule of E-Tendering Activities are as under:

S. N.	Activity	Date and Time
1	Period of sale of Bidding Document	26.10.2015 06:00
2	Pre-Bid Meeting	07.11.2015 12:00, MPPHSCL Office Meeting Hall
3	End of Bid Submission	17.11.2015 14:00
4	Opening of Technical Bid (online and Physical)	17.11.2015 15:30

3. Bidding documents may be viewed or purchased online by interested and eligible bidders from the website www.mpeproc.gov.in on the above mentioned dates after online payment of Tender fee of Rs.5,000 and applicable processing fee. Tender document may also be viewed from the website www.health.mp.gov.in
4. The bidders are advised to register themselves on the e-procurement portal (www.mpeproc.gov.in) and obtain valid Class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000. The said website can be accessed for additional information about registration and use of Portal.
5. Bidders can submit its tender online at www.mpeproc.gov.in on or before the key dates given above. The Physical copy of the Technical Bid only should also be submitted at the address below latest by 17.11.2015 14:00
6. All further notifications/amendments, if any shall only be posted on websites mentioned above.

Managing Director,
Madhya Pradesh Public Health Services
Procurement Corporation (MPPHSC) Limited
Bhopal

CONDITIONS OF TENDER

1. **LAST DATE FOR RECEIPT OF TENDERS.**

a) The last date for online receipt of tenders shall be as per "ONLINE KEY SCHEDULE" given above.

b) The bid will be valid for a period of 180 days from the date of opening of Cover A (Technical Bid) and prior to the expiration of the bid validity the Tender Inviting Authority may request the bidders to extend the bid validity for further period as deemed fit.

c) Tenders are invited on behalf of **Managing Director, Madhya Pradesh Public Health Services Procurement Corporation (MPPHSC) Limited ,Bhopal .**

2. **Qualification Criteria / Requirements:**

Tenderer shall be a manufacturer/ or direct importer holding valid import license in the field of mentioned items. Distributors / Suppliers /Agents / Loan licensee are not eligible to participate in the Tenders.**Note-(For Clean Birth kit-Authorised Dealers /Distributer of Manufacturers are allowed to participate in the tender)** should have permission to manufacture the item /Suture and Surgical/Consumables/materials quoted as per specification in the tender from the competent authority. The product will be accepted in name with Govt of MP logogram affixed/printed.
Bidders should produce ISI /CE/ISO certificate along with the technical bid.

Bidder's Average Annual turnover in the last three years i.e. 2012-13, 2013-14 and 2014-15 shall not be less than Rs. 2 Crores. Further, turnover for the year 2014-15 should also be not less than Rs.2 Crores. (**Note-for salt testting kit the turn over is reduced to 50 Lakhs.)**

(a) Tenderer should have annual production capacity at least double the quantity of each item mentioned in the tender document. If more than one item is quoted, production capacity shall be calculated cumulative for those particular similar items. It is mandatory to quote the tendered qty. If annual production capacity is less than the double the quoted quantity and/or the quoted/offered quantity is less, bid shall be rejected. In case of direct importer, last three financial years average import quantity of quoted or similar products should be at least double the quantity of each item mentioned in the tender document.

Tenderer or direct importers should at least have 3 years Market Standing for each item quoted in the tender as manufacturer/direct importer.

(b) Tender should not be submitted for the product/ products for which the concern / company has been blacklisted on quality grounds by Government of Madhya Pradesh or by any other State / Central Government organization.

(c) The company / firm who has been blacklisted either by Tender Inviting Authority or by any State Government or Central Government Organization should not participate in the tender during the period of blacklisting. The tenderer should give a notarized affidavit stating that "the company has not been blacklisted for the quoted product/firm by any state or central organization or by Government of

Madhya Pradesh and has not been guilty of supplying spurious or adulterated items in last three years and are eligible to participate in the present tender." (Notarized Affidavit per Annexure IV). If the information provided in the affidavit is found to be incorrect at any stage, during and after the tender, action will be initiated as per the tender conditions apart from forfeiture of EMD and performance security deposit (if any).

(d) All those bidders shall be disqualified for all quoted products if any person (s) (i.e partner (s) in case of a partnership firm, member (s) in case of a company or the proprietor in case of a proprietorship firm, as the case may be) holds 20% or more share (ownerships) in more than one bidding entities who have quoted for same product (s).

2(i) Alternative Tenders-Alternative Tenders are not permitted. If a manufacturer or importer participates in the tender,& the same manufacturer or importer authorizes dealer or agent to participate in the tender in this case both the bids will be rejected.

(ii)Bidders are requested to quote their most suitable model meeting tendered technical specifications. Alternate models are not allowed to quote, otherwise those items will be rejected.

3. Instructions to Tenderers.

A. Sale of Tender Document:

(i) Tender documents can be purchased only online from by making online payment of Rs.5000/- plus processing fee using the service of the secure electronic payments gateway and should take a printout of the system generated receipt for their reference which can be produced whenever required

(ii) The tender document can also be downloaded from the website http://health.mp.gov.in for the purpose of viewing only and it shall not be treated as valid tender document.

B. Earnest Money Deposit (EMD):

(i) All tenders must be accompanied with EMD of Rs. 200000/- in the form of unconditional irrevocable Bank Guarantee issued from a scheduled bank and should be pledged in the name of **Managing Director,Madhya Pradesh Public Health Services**

(ii) The EMD should be valid for 180 days from the date of technical bid opening.

(iii) No exemption from submission of EMD is permitted and the bids found without EMD as above will be summarily rejected.

(iv) If bid opening date is extended by the tender inviting authority, the validity of EMD should also be extended by the bidder.

(v) Bids submitted with short validity of EMD may be rejected.

(vi) Bid Security may be forefeited.

(a) If a Bidder withdraws its bid during the period of bid validity ; or

(b) In case of successful Bidder, if the Bidder fails;

(i) To sign the Contract / Agreement in accordance with clause 3.K; or

(ii) To furnish performance security in accordance with clause 3.L

(c) If the Bidder does not accept the corrected amount of Price Bid, as the case may be, the Bid will be rejected, and the Bid security may be forfeited.

(d) The tenderer whose manufacturing unit is found to be not complying with the cGMP (bit furnished an affidavit in Annexure –III) or any other applicable national/international standard during inspection, will be levied with a fine of Rs 50,000/- or the expenditure incurred by the purchaser (GOMP) in such inspection, whichever is higher. This fine amount will be deducted without any notice.

C. Clarifications and Amendments:

(i) Interested eligible tenderers may obtain further information from the office of the Tender Inviting Authority or in person on the day of pre bid meeting. After pre-bid meeting, the prospective bidders can seek clarification within next two days either through e-mail or through written request. No clarification shall be provided subsequently.

(ii) At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Tenderer, modify any condition in Tender documents by an amendment. All the prospective tenderers who have received the tender document will only be notified of the amendment through publication on the website mentioned above and that will be binding on all the Tenderers. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.

(iii) Any Tenderer who has purchased/downloaded the tender document should watch for amendment, if any, on the website given at para 3. C(ii) above. Tender Inviting Authority will not issue separate communication to the bidders in this regard.

D. Prepration of Bid: The bids should be prapred in 'Two Covers' i.e. "**Technical Bid (Cover-A) - Manual & Online**" and "**Price Bid (Cover-B) - Online only**". The following instructions should be followed:

TECHNICAL BID - COVER "A"

The tenderer should furnish the Technical Bid in a cover/envelope super-scribed as **"Cover A".** All pages of the Technical Bid should be signed and sealed by the tenderer. All documents submitted as part of the Technical Bid, which are photocopy should be attested by the tenderer and also be notarized on each page.

The following shall constitute Technical Bid:

a) The EMD (in original) as mentioned in para 3. B should submitted manually as part of Technical Bid.The details of the EMD have to be mentioned online as part of 'Online Technical bid' submission and a scanned copy of EMD is to be uploaded online.

b) Documentary evidence for the constitution of the company /Firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.

c) The list of present Directors in the board of the Company duly certified by a Company Secretary of a Company/Practicing Company Secretary/Chartered Accountant to be furnished.

d) The tenderer should furnish attested photocopy of license for the product duly approved by the licensing authority for each and every product quoted as per specification in the tender. The license must have been duly renewed upto date and the items quoted shall be clearly highlighted in the license.

e) Attested photocopy of import license (in Form 10 with Form 41), as per Rule 122A of the Drugs and Cosmetics Act 1940, if the product is imported should be furnished if the product (s) fall under the Drugs and Cosmetic Act 1940 and its amendments till date. The licence must have been renewed up to date. A copy of a valid licence for the sale of Drugs/items imported by the firms issued by the state licensing authority shall be enclosed. Original documents should be produced during for verification when demanded.

f) The instruments such as power of attorney / resolution of board etc., authorizing an officer of the tenderer to sign the bid on behalf of Tenderer should be enclosed with the tender.

g) Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender Inviting Authority

h) Market Standing Certificate issued by the licensing authority as a manufacturer for each item quoted (if product falls under Drug & Cosmetic Act) for the last 3 years (certificate should be enclosed with list of items). In case of direct importer, evidence for importing the said items for the last three years such as bill of lading, bill of entry for last three years and certificate of analysis are to be produced as and when asked by the Tender Inviting Authority/Ordering Authority

i) Performance statement of manufacture/import to establish 3 years market standing as per format in Annexure V.

j) Non-conviction Certificate issued by the Drugs Controller of the State/Senior Drug Inspector certifying that the firm/company has not been convicted for the product (s) quoted (If the product falls under Drugs and Cosmetic Act) and the license of items quoted (along with list of items) have not been cancelled during last three years.

k) The manufacturer has received a valid cGMP as per revised Schedule 'M' issued by Licensing Authority and/or WHO-GMP inspection certificate in line with the WHO certification scheme as and where ever applicable, on items being quoted (if it falls under Drug and Cosmetic Act), from the regulatory authority (RA) in India. Bidder should submit a valid (at the time of bid submission date) product wise Certificate of COPP/valid WHO-GMP certificate or Good Manufacturing Practice Certificate (as per revised Schedule-"M") as and wherever applicable issued by Regulatory Authority of State/ CDSCO, for each item offered.; In case of Imported items, labels and product literature of all quoted product(s) must be submitted with GMP issued by exporting countries like U.S. FDA etc of their Principle Manufacturing company/firm. The tenderer shall also furnish a notarized affidavit in the format given in **Annexure-III** declaring that the tenderer complies the requirements of Good Manufacturing Practice Certificate (as per revised Schedule-"M"/WHO-GMP whichever is applicable.

l) Annual turnover statement for 3 years i.e., 2012-13, 2013-14 and 2014-15 in the format given in **Annexure-VI duly** certified by the Auditor.

m) Copies of the Balance Sheet and Profit and Loss Account for the three years i.e. 2012-13, 2013-14 and 2014-15 duly certified by the practicing Chartered Accountant.

n) Sales Tax Clearance certificate, as on 31.03.2015 (as per form attached in **Annexure-I**).

o) Undertaking (as in the proforma given in **Annexure-II**) for embossment of logo on strip/primary packaging of Surgical/Consumables/Diagnostcs/Materials and Suture items, as per conditions specified at Clause 14 herein, duly notarized.

p) Details containing the name and address of the manufacturing premises where the items quoted are actually manufactured, its annual production capacity (item wise) etc. should be given in Annexure –X.

q) The manufacturer (bidder) should furnish the item wise annual production capacity either issued by Industries Department or by practicing CA or by competent drug regulatory body. Documents, if any, to show that the manufacturing unit / importer have been recognized, by WHO, UNICEF, ISO Certificate etc.

r) Details of technical personnel employed in the manufacture and testing of items (Employee Name, Qualification, and Experience) as endorsed in license.

s) List of items and their quantity quoted in duplicate (The name & Item code of the Items quoted alone should be furnishedand the **rates of those items <u>should not</u> be indicated in this list), as shown in the Annexure-XIII.**

t) A checklist (Annexure XVI) indicating the documents submitted with the tender documents and their respective page number shall be enclosed with the tender document. The documents should be serially arranged as per Annexure –XVI and should be securely tied and bound. Pages of tender document should be numbered.

u) The tender document should be signed by the tenderer in all pages with office seal. All documents enclosed with the tender document should also be signed by the tenderer.

v) **Production of Samples**: - Deleted

w) **<u>Cover B: Price Bid(Envelope code 'C1'):</u>**

a) The Price Bid has to be submitted online only. No price bid should be submitted manually otherwise bid shall be rejected.

b) The rate quoted in column 10 of Annexure-XVII should be for a unit and for the given specification. The Suture, Surgical, Consumables, Diagnostics and materials, rates should be quoted only for the composition stated in the tender. The pack size for kits as mentioned in list of items (Annexure VII) is indicative. The bidder may quote different pack sizes. The price will be quoted per ml/ for liquid reagents and per test for strips and cards only.

c) The tenderer is not permitted <u>to change / alter specification or unit size</u> given in the list of items. The bidder shall necessarily quote the excise duty applicable and when the item is excisable.

d) Rates (inclusive of Excise Duty, Customs duty,, transportation, insurance, and any incidental charges, but exclusive of Sales Tax/CST) should be quoted for each of the required items., separately on door delivery basis according to the unit ordered.

e) The price quoted by the tenderers shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government and the Maximum Retail Price (MRP). Tender Inviting Authority at its discretion, will exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the tenderer.

f) The bidder shall specifically mention **" EXEMPTED "** when the item is excisable but exempted for the time being, based on turn over or for any other grounds, by the notification issued by the Government of India .

g) The bidder once quoted the excise rate is not permitted to change the rate/amount unless such change is supported by the notification issued by the Government of India or by the order of the court, after submission of Tender. The bidder who has quoted excise **"NIL" in ANNEXURE-XVII** and the item becomes excisable later, at the time of award of contract, will be eligible for payment only on production of invoices drawn as per Central Excise Rules.

h) The rates quoted and accepted will be binding on the tenderer for the stipulated period and on no account any revision will be entertained till the completion of the contract period.Accordingly this clause will be applicable for all orders placed during the contract period.

E. Taxes and Duties:

(i) Any variations in taxes, duties, levies etc., due to Govt. Legislation during the contract period should be borne by the tenderer.

(ii) Further the tenderers are requested to note that any taxes to be deducted at source at the rate fixed by the appropriate Govt. in i.e. State / Central, shall be deducted at the time of payment against the services.

F. Submission of Bids:

(i) The on-line bid submission date/time shall be as per Table given under "Online Key Schedule" above.

(ii) The online bid submission date/time could be amended at the discreation of Tender Inviting Authority in case of technical problems. Tender inviting Authority will not be responsible in any way for any delay.

G. Modification and Withdrawl of Bids

(i) The Bidder may modify or withdraw its bid prior to bid submission, provided that written notice of the modification or withdrawl is received by the Tender Inviting Authprity prior the deadline prescribed for submission of bids.

(ii) No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn in the interval between the deadline for submission of bids and expiration of period of bid validity specified by the bidder on the bid form. Withdrawl of bid during this interval may result in the Bidders forefeiture of its bid security.

H. Tender Opening:

(i) Tenders will be opened online in the presence of tenderers / authorized representatives who chooses to attend as per date/time specified in the Table given under "Online Key Schedule" above at "Meeting Hall ,4th Floor, Satpura Bhawan ,Bhopal, Madhya Pradesh. Only one person carrying authorization letter from the bidder will be allowed to attend the bid opening.

(ii) If the office happens to be closed on the key dates specified above, such events shall happen on the next working day at the same time and venue.

(iii) The Cover "A" will be opened first, and after scrutiny and confirmation of the documents and the information furnished therein, including sample testing/inspection,inspection of plant if required, eligible and qualifiled laboratories will be shortlisted.

(iv) The price bid of shortlisted bidders shall be opened on the date/time specified in the Table given under "Online Key Schedule" above.

(v) The acceptable rates will be decided and communicated on website http://health.mp.gov.in

I. Validity of Bids

The bids will be valid for a period of 180 days from the date of opening of Cover "A" (Technical Bid). In exceptional circumstances, the Tender Inviting Authority may solicit the Bidder's consent for an extension of the period of validity. The request and response thereto should be made in writing (or by e-mail), the bid security provided shall be suitably extended. Bidder may refuse the request without forefeiture of its bid security

J. Acceptance of Tender

a) The rate evaluation committee formed under the Drug policy 2009 of Madhya Pradesh will evaluate the tender with reference to various criteria and one of such criteria is that the rate per unit exclusive of Sales tax/CST tax (landed price) for determining the L1 rate (Lowest rate).
b) Tender inviting authority reserves the right to accept or reject the tender for the supply of all or any one or more items tendered for in a tender without assigning any reason.
c) Tender Inviting Authority or his representative(s) has the right to inspect the factories of tenderers, before accepting the rate quoted by them or before releasing any purchase order(s) or at the point of time during the continuance of the tender and also has the right to reject the tender or terminate /cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections.
d) The acceptance of the tenders will be communicated to the successful tenderers in writing.
e) The rates of the successful tenderers would be valid for one year as annual rate contract and can be extended by 3 months at the same terms and conditions of the contract.
f) The Tender inviting authority, reserves the right to accept or reject any tender for any one or more of the items tendered for, without assigning any reason.
g) All technically qualified bidders (other than L-1) will be invited to match the rate quoted by the L1 Bidder.

k.Agreement

a) All successful tenderers will have to execute an agreement in a non-judicial stamppaper of value Rs.500/- (Stamp duty to be paid by the tenderer), in favour of **Managing Director, Madhya Pradesh Public Health Services Procurement Corporation (MPPHSC) Limited Bhopal.**

b) Tenderer has to execute the agreement within 15 days from the date of receipt of the intimation by tender inviting authority informing that their tenders have been accepted. The form of agreement will be issued by **Managing Director, Madhya Pradesh Public Health Services Procurement Corporation (MPPHSC) Limited Bhopal.**

C) If the successful tenderer fails to execute the agreement and payment of security deposit within the time specified or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the tenderer is unable to undertake the contract the Earnest Money Deposit of the tenderer shall stand forfeited. Such tenderer(s) will also be liable for all damages sustained by the Tender Inviting Authority / Ordering Authority by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority, Directorate of Health Services, and Government of Madhya Pradesh whose decision shall be final.

L.Security Deposit

On being informed about the acceptance of the tender and before signing the agreement, the successful bidder shall pay the 10% Performance Security Deposit of the contracted value in the form of unconditional irrevocable Bank Guarantee pledged to **Managing Director, Madhya Pradesh Public Health Services Procurement Corporation (MPPHSC) Limited Bhopal**, valid for 18 months from the date of acceptance of the tender.The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by Tender Inviting Authority before releasing the purchase order.

M.Payment Provisions

7. No advance payments towards costs of Surgical, Suture items, Consumables & materials etc., will be made to the tenderer.

8. The verification of the bills of the supplier and supplied Surgical, Suture items, Consumables & materials /Hospital goods would be done by the Stores in-charge at the district facilities of the ordering Authorities. On receipt and after verification of the goods, it would be entered in the stock register. Payments towards the supply of Surgical, Suture items, Consumables, Diagnostics & materials will be made strictly as per the rules of the Tender Inviting Authority. The payments will be made by means of Cheque or through RTGS (Real time Gross Settlement)/Core Banking/NEFT. The Tenderer shall furnish the relevant details in original (Annexure –XV) to make the payment through RTGS/core banking/NEFT. In order to ensure tracking payments the successful tenderer who is awarded the contract must furnish details of dispatches ,test certificates in State Drug Management Information System (wherever applicable) .

9. All bills/ Invoices should be raised in triplicate and in the case of excisable Surgical, Suture items, Consumables & Materials, the bills should be drawn as per Central Excise Rules in the name of purchaser or in name of any other authority as may be designated. On receipt of the analytical report regarding quality (wherever applicable), the payment would be made in 30 days and responsibility would rest with the CMHO, Civil surgeon and all other Purchase Officers. The payment would be made within 45 to 60 days of the receipt of items provided items have been passed in the quality tests.
10. Payments for supply will be considered only after supply of the goods ordered in the Purchase Order PROVIDED reports of the Standard Quality (wherever applicable) on samples testing received from commercial laboratories as mentioned in the tender document or Approved laboratories of Tender Inviting authority.
11. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.
12. In case of any enhancement in Excise Duty due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional excise duty so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Surgical, Suture items, Consumables, Diagnostics & materials approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the tenderer should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
13. Similarly if there is any reduction in the rate of Surgical, Suture items, Consumables, Diagnostics & materials, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of Surgical, Suture items, Consumables, Diagnostics & materials will be deducted without any change in the basic price of the price structure of the items approved under the tender.
14. In case of successful bidder has been enjoying excise duty exemption on any criteria of Turnover etc., such bidder will not be allowed to claim excise duty at later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.
15. **PANELTY CLAUSE**- If the supply reaches the designated places between 5PM of the 45th day and 5PM of the 60^{th} day from the purchase order, a liquidated damages will be levied at 0.5% per day for delayed supply between 46^{th} day and 60^{th} day, irrespective of the ordering authority having actually suffered any damage/loss or not, on account of delay in effecting supply.
16. If there is any unexecuted orders after 5PM of 60^{th} day from the date of purchase order, the order shall stand cancelled automatically after levying penalty @20% on the value of unexecuted order and such penalty is recoverable from any amount payable to the supplier.
17. If the complete supply is received in damaged condition it shall not be accepted recorded on LR and Deliver Challan, the supplier informed in writing to replace the material in next 30 days or else subsequent to no replacement in 30 days the Performance security (SD) would be forfeited with a notice to the supplier.In case of damage only in the outer packing, the supply will be accepted only after levying penalty of 1% on the total value of the supply to that destination place. Further the Performance security (SD) would be forfeited with a notice to the supplier.

18. All the tenderers are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender conditions separate damages will be levied @ 2% irrespective of the ordering authority having already suffered any damage/loss or not, without prejudice the rights of alternative purchase.

N.Description of of Services and Performance Requirements:

A) The details of the required items, etc., are shown in **Annexure-VII**. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority and /or Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination. All sterilized products should be BIS/CE/USFDA approved and marked (ISI/CE)/approved by US FDA. All quoted products should conform to the requirement of relevant national/international quality certifications. All relevant valid approvals/certificates should be attached along with the bid. Decision of Tender Inviting Authority shall be final & biding in this regard.

B) Tender has been called for in the generic names of Surgical & Suture, Consumables, Diagnostics & material/items**.** The tenderers should quote the rates for the generic products. The composition and strength of each product should be as per details given in **Annexure-VII**. Any variation, if found, will result in to the rejection of the tender. However the imported items are allowed to be supplied in the trade name.

C) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods" final destination and the absence of heavy handling facilities at all points in transit.

D) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Purchaser.

E) Tender for the supply of items with cross conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful tenderers.

F) Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.

G) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one bidders.

H) No tenderer shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the tenderers in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

I) Supplies should be made directly by the bidder and not through any other agency.

J) The tenderer shall allow inspection of the factory at any time by a team of experts/officials of the tender inviting authority. The tenderer shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If company/firm does not allow for any such inspection their tenders will be rejected.

K) Supply Conditions And Delivery Period:

I. The orders will be placed by the competent authorities of DoPH & FW, Medical Education, Gas Rahat departments of Govermment of Madhya Pradesh (herein after referred to as Ordering Authority) in their respective jurisdictions, namely:

a. Tender Inviting Authority - Director (In charge Procurement)/Director Medical Services
b. Chief Medical & Health Officer
c. Chief Medical & Health Officer, Gas Rahat
d. Civil Surgeon cum Hospital Superintendent
e. Superintendent, Special Hospitals
f. Superintendents ,Gas Rahat hospitals
g. Superintendent cum Joint Director Medical College
h. All Medical Collages , MP
i. Ayush Department , MP

ii. Purchase orders along with the delivery destinations will be placed on the successful tenderer at the discretion of the Ordering Authority.

iii. All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order. The supplied Consumables & materials should have a maximum potency throughout the shelf life period as prescribed in the Drugs & Cosmetics Act 1940 and rules there under. All other items of SURGICAL & SUTURE, CONSUMABLES & DIAGNOSTIC ITEMS should have a shelf life period of minimum 2 years from the date of manufacture. All materials supplied should have at least a minimum of $3/4^{th}$ of the shelf life of the drug supplied at the time of receipt of supply at consignee end.

iv. The supply should be should be completed within 45 days from the date of purchase order.

v. The supplier may continue the supply of unexecuted quantity after the 45^{th} day, however liquidated damages as specified in clause 18.1 and 18.2 of the tender conditions, will be levied on the quantity supplied after the 45^{th} day. However no supplies will be normally accepted after 5PM of 60^{th} day from the date of issue of the purchase order.

vi. The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders. In case of non-execution, GOMP reserves the right to place purchase order (partially/ fully) on alternate source at the risk and cost of the defaulting tenderer.

vii. The Tenderer must submit a Test Analysis report from empanelled lab by Tender Inviting Authority/ GoMP's lab/ NABL accredited laboratory for every batch of sterile product (s) along with invoice. In case of failure on part of the supplier to furnish such report, the batch of items will be returned back to the suppliers and he is bound to replenish the same with Government approved lab test report.

The Surgical, Suture Items, Consumables, Diagnostics & Materails supplied by the successful tenderer shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

viii. Tenderer should try to supply the product which is not older than 60 days. In case, the product supplied is older than 60 days (i.e. received after 60 days from the date of manufacture) and the product is not consumed before its expiry, expired quantity with fresh stock of longer shelf life will be replenished by the supplier, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.

ix. If the tenderer fails to execute the supply within the stipulated time, the Tender Inviting Authority is at liberty to make alternative arrangement for purchase of the items Of Surgical , Suture Items,Consumables,Diagnostics & Materials for which the Purchase orders have been placed, from any other sources or in the open market or from any other tenderer who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the tender inviting authority has every right to recover the cost and impose the penalty in Clause 20. However, bidder may refuse to accept the supply order (s) if the bidder has already received orders, from the Ordering Authority (ies), of the qty. equal to its annual production capacity. Unexecuted order (s) qty., due to non- supply of material beyond 60 days, shall not be counted. Such refusal of order (s) should be communicated to the ordering authority within 5 days of receipt of e-order to enable the authority to make alternative arrangements. No penalty shall be imposed in such cases. Beyond 5 days, it would be deemed that the bidder has accepted the supply order and all terms and conditions of the bid document shall be applicable.

x. The order stands cancelled at the end of 60^{th} day from the issue of the purchase order after levying penalty on the value of the unexecuted order. Further, the tenderer shall also be liable to pay other penalties as specified under Clause 19. Security Deposit of such suppliers shall also be forfeited besides taking other penal action like blacklisting from participating in present and future tenders of the tender inviting authority etc.

xi. It shall be the responsibility of the Tenderer for any shortages/damage at the time of receipt in the respective district of the ordering authority. Tender inviting authority is not responsible for the stock of the items received, for which no order is placed.

xii. The tenderer shall take back all surgical and suture material, which are not utilized by the tender inviting Authority within the shelf life period based on mutual agreement.

xiii. If at any time the Tenderer has, in the opinion of the Tender inviting authority, delayed the supply of items due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events, the time for supplying the items may be extended by the Tender inviting authority at its discretion for such period as may be considered reasonable. However such extension shall be considered only if a specific written request is made by the Tenderer within 7 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, powercut and labour disputes.

xiv. The supplier shall not be liable to pay LD/penalty and forfeiture of the performance security for the delay in executing the contract on account of the extension of the supply period on the ground of force majeure events.

xv. Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days notice. The Tenderer will not be entitled for any compensation whatsoever in respect of such termination.

xvi. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the Tenderer shall be liable to pay for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the Tenderer or from his properties, as per rules.

xvii. Non performance of any of the contract conditions and provisions will attract provisions of penalty/blacklisting as stipulated in the tender documents.

xviii. In the event of making ALTERNATIVE PURCHASE, penalty will be imposed on the supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other sources or in the open market or from any other Tenderer who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.

xix. Aggrieved by the decision or levy of fine by the Ordering Authority, the supplier can make an appeal with **Managing Director, Madhya Pradesh Public Health Services Procurement Corporation (MPPHSC) Limited Bhopal.**

xx. In all the above conditions, the decision of the Tender Inviting Authority, viz. **Managing Director, Madhya Pradesh Public Health Services Procurement Corporation (MPPHSC) Limited Bhopal** would be final and binding, in case of any dispute regarding all cases under tender procedure or in any other non-ordinary situation and would be acceptable to all.

xxi. All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding

J) Quality testing

I. Samples of supplies in each batch will be tested at supplier's lab and at empanelled lab of Tender Inviting Authority/ GoMP's lab/ NABL accredited laboratory as specified above at the cost of the supplier(s). Subsequently on receipt of materials, the batch wise sample (s) may also be done by the Ordering Authority to GoMP's empanelled lab/ GoMP's lab/ NABL accredited lab. The responsibility of sending samples expeditiously, on receipt of material, to above labs rests with the Ordering Authorities. Payment shall only be made after receipt of internal 'Certificate of Analysis' (QA report) and also 'from supplier(s) and on receipt of 'Certificate of Analysis' from above mentioned test laboratories. The item sample can also be taken by State Drug Authority/Tender Inviting Authority/Ordering Authority for pre-dispatch inspection and later from user points for testing purpose. If QA testing fails, the supplier (s) shall bear the actual expenditure incurred for the testing and the same shall be deducted from the bills or the performance security.

II. The samples can be drawn periodically throughout the shelf life period. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirements shall render the relevant batches liable to be rejected. 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.

III. In the event of the samples of Surgical, Suture items, Consumables & materials supplied fails in quality tests or found to be not as per specifications the Tender Inviting Authority is at liberty to make alternative purchase of the items of Surgical, Suture items, Consumables & materials for which the Purchase orders have been placed from any other sources or in the open market or from any other tenderer who might have quoted higher rates at the risk and the cost of the supplier and in such cases the tender inviting authority has every right to recover the cost and impose penalty as mentioned in Clause 20.

IV. The supplier shall furnish Evidence of basis for expiration dating and other stability data concerning the commercial final package will be supplied by the Supplier upon request by the Purchaser

V. 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 in such batch has to be taken back by the Tenderer within a period of 30 days of the receipt of the letter from Tender Inviting Authority. Such stock shall be taken back at the expense of the Tenderer. The Tender Inviting Authority has the right to destroy such "NOT OF STANDARD GOODS" if the Tenderer does not take back the goods within the stipulated time. Tender Inviting Authority will arrange to destroy the "NOT OF STANDARD GOODS" within 90 days after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the goods rejected till such destruction.

VI. If any goods supplied by the Tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad odor, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, 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. In other words the Tenderer will not be entitled to any payment whatsoever for Items of items found to be of "NOT OF STANDARD QUALITY" whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of items from any amount payable to the Tenderer. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.

VII. On supply of "NOT OF STANDARD QUALITY" items/goods to Government of Madhya Pradesh, the product shall be blacklisted by Government of Madhya Pradesh and no further supplies shall be accepted from them till the firm is legally discharged. The Tenderer shall also not be eligible to participate in tenders of Tender Inviting Authority for supply of such items for a period of five subsequent years. In addition, the Director of Drugs Control of concerned State will be informed for initiating necessary action on the Tenderer in their State.

VIII. The Tenderer shall furnish the source of procurement of raw material utilized in the formulations, if required by Tender Inviting Authority/Ordering Authority. Tender Inviting Authority/Ordering Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.

IX. The decision of the Tender Inviting Authority, or any officer authorized by him, as to the quality of the supplied items shall be final and binding.

K. Purchase Policy: The purchase policy of the ordering authority is in **Annexure-XII**. This policy is in addition to and not in derogation of the terms and conditions of the tender documents.

L. Blacklisting Procedure: The procedure of the ordering authority for blacklisting is in **Annexure-XI**. This procedure is in addition to and not in derogation of the terms and conditions of the tender documents.

M. Saving Clause:- No suit, prosecution or any legal proceedings shall lie against any officer/employee/person involved in tendering process at the purchaser's end for anything that is done in good faith or intended to be done in pursuance of the tender.

N. Resolution Of Disputes**:-**

(i) The purchaser and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract,

(ii) In case of a dispute or difference arising between the purchaser and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Bhopal.

O. Appeal: Any Tenderer aggrieved by the order passed by the Tender Accepting Authority may appeal to **Managing Director, Madhya Pradesh Public Health Services Procurement Corporation (MPPHSC) Limited Bhopal, The MD,** shall dispose the appeal expeditiously. In case the dispute is related to supply order the order date would be date as given in electronically generated e-order.No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the purchaser.

P. Contacting The Purchaser By The Bidder:

(i) No bidder shall contact the *Purchaser* on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

(ii) Any effort by a bidder to influence the *Purchaser* in the *Purchaser*'s bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.

(iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Scrutiny Committee, shall be sufficient reason to disqualify the bidder.

(iv) Not withstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

Q. Fraudulent And Corrupt Practices:

1. For bidders: It is purchaser's policy to require that the bidders, suppliers and contractors and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. (*In this context, any action taken by a bidder, supplier, contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper)* In pursuance of this policy, the purchaser;

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of

value to influence improperly the actions of another party (*"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes staff and employees of other organizations taking or reviewing procurement decisions.*
(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (*a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution).*
(iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level].*
(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (*a "party" refers to a participant in the procurement process or contract execution).*
(v) "Obstructive practice" is

(a) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) Acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause (e) below.

(c) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(d) Will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(e) Will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(f) Will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

2. For suppliers: If the Purchaser determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 7 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the procurement will be made at the risk and cost of the supplier.

(a) For the purposes of this Sub-Clause:

(i) “Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) “Collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;

(iv) “Coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) “Obstructive practice” is

(i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(ii) Acts intended to materially impede the exercise of the purchaser’s inspection and audit rights provided for.

R. Jurisdiction

In the event of any dispute arising out of the tender or orders such dispute would be subject to the jurisdiction of Court of Madhya Pradesh or Honorable High Court of Madhya Pradesh.

ANNEXURE-I
Ref. Clause No. 4.1. (m)

FORM OR CERTIFICATE OF SALES TAX VERIFICATION TO BE PRODUCED BY AN APPLICANT FROM THE CONTRACT OR OTHER PATRONAGE AT THE DISPOSAL OF THE GOVERNMENT.

(To be filled up by the applicant)

01. Name or style in which the applicant is assessed or assessable to Sales Tax Addresses or assessment. :

02. a. Name and address of all companies, firms or associations or persons in which the applicant is interested in his individual or fiduciary capacity. :

b. Places of business of the applicant (All places of business should be mentioned). :

03. The Districts, taluks and divisions in which the applicant is assessed to Sales Tax (All the places of business should be furnished). :

04. a. Total contract amount or value of patronage received in the preceding three years. :

Sl. No.	Financial Year	Turn over
1.	2012 - 2013	
2.	2013 - 2014	
3.	2014 - 2015	

b. Particulars of Sales - Tax for the preceding three years.

Year	Total T.O. be assessed Rs.	Total Tax assessed Rs.	Total Tax paid Rs.	Balance due Rs.	Reasons for balance Rs.
2012 - 2013					
2013 - 2014					
2014 - 2015					

c. If there has been no assessment in : any year, whether returns were submitted any, if there were, the division in which the returns were sent

d. Whether any penal action or : proceeding for the recovery of Sales Tax is pending.

e. The name and address of Branches: if any:

I declare that the above information is correct and complete to the best of my knowledge and belief.

Signature of applicant:

Address:

Date:

(To be filled up by the Assessing authority)

In my opinion, the applicant mentioned above has been/ has not been/ doing everything possible to pay the tax demands promptly and regularly and to facilitate the completion of pending proceedings.

Date Seal : Deputy / Asst. Commercial Tax - Officer
Deputy Asst.

NOTE: A separate certificate should be obtained in respect of each of the place of business of the applicant from the Deputy Commercial Tax Officer or Assistant Commercial Tax Officer having jurisdiction over that place.

ANNEXURE-II

Ref. Clause No. 14.1

UNDERTAKING FOR EMBOSSMENT OF LOGOGRAM AND SAMPLE TESTING

I do hereby declare that I will supply the Surgical, Suture items, Consumables & materials as per the following logogram and with the word **"MP Govt. supply - Not for sale"** over printed in red letters.

Further I/We declare that the sample can be subjected to any (or all) type of clinical/Laboratory test, as is deemed fit by the Tender Inviting Authority.

Signature of the Tenderer

Name in capital letters with Designation

Attested by Notary Public.

ENCLOSURE-III TO ANNEXURE-II

SPECIMEN LABEL FOR OUTER CARTON

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF Surgical, Suture items, Consumables & materials

MADHYA PRADESH GOVT. SUPPLY
NOT FOR SALE

~~~~~~~~~~~~~~~~~~~~~~~~

(Name of Surgical, Suture items, Consumables, diagnostics & materials **etc.)**

~~~~~~~~~~~~~~~~~~~~~~~~

CONSTITUENTS OF…….
Name of the Item, Manufactured by, Batchno
Mfg.Date, Exp. Date, Quantity/Kit

Net. Weight : …….Kg

Manufactured by/Assembled by

ANNEXURE-III

Ref. Clause No. 4(1) (j)

DECLARATION

I/We M/s._____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____and its Factory Premises at _____ do declare that I/We have carefully read all the conditions of tender in Ref.No 231/SURG/GOMP/2014, dt 06.06.2014 for supply of Surgical, Suture items, Consumables, diagnostics & materials to various Government Hospitals of Government of Madhya Pradesh for a period of one year from the date of acceptance of tender and accepts all conditions of Tender.

I/We declare that we possess the valid license and cGMP Certificate as per revised Schedule-'M' issued by the Competent Authority and complies and continue to comply with the conditions laid in Schedule M of Drugs & Cosmetics Act, 1940 and the Rules made thereunder. I/We furnish the particulars in this regard in enclosure to this declaration.

I/We agree that the Tender Inviting Authority forfeiting the Earnest Money Deposit and or Security Deposit and blacklisting me/us for a period of 5 years if, any information furnished by us proved to be false at the time of inspection and not complying the conditions as per Schedule M of the said Act for a period of 5 years

Signature :

Seal Name & Address :

To be attested by the Notary.

ANNEXURE-IV
Ref. Clause No. 2 (f)

DECLARATION

I _____ Managing Director / Director / Partner / Proprietor of M/s._____ having its manufacturing / 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 tender ref. no. …./kit/GOMP/2015-16, dt.-……. for the following products.

Sl. No.	Item Code	Name of the item

M/s._____

Company seal

To be attested by the Notary. (In 20- Rupees Stamp paper)

ANNEXURE-V
Ref. Clause No. 4.1 (h)

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 3 YEARS)
attach last 3 yrs order copies, do not delete rates in the order copies.

Name of firm_____

Sl.	**Name of the product**	**Year**	**No. of batches manufactured / imported & supplied.**	**Batch No.**	**Name and full address of the purchaser**
	1	2	3	4	5
1.					
2.					
3.					

Note : The Tender Inviting Authority, or his authorized representative(s) has the right to ask/inspect Batch Manufacturing Records after the batches are offered for inspection and sampling or after delivery of the product(s). In case any inconsistency is observed the Tender Inviting Authority reserve the right to reject the batch and the firm may have to make good by offering a fresh batch of acceptable quality.

Signature and seal of the Tenderer_____

ANNEXURE-VI
Ref. Clause. 4.1 (k)

ANNUAL TURN OVER STATEMENT

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.	Financial Year	Turnover in Lakhs (Rs)
1.	2012-13	-
2.	2013-14	-
3.	2014-15	-

Total - Rs. _____ Lakhs.

Average turnover per annual - Rs._____ Lakhs.

Date:

Signature of Auditor/
Seal: Chartered Accountant
(Name in Capital)

Annex-VII

List Of Item:

S.num	Tender Sr sode	Item name	Unit	Quantity
1	MS001	**Clean Birth kit**	kits	11,00,000 kits
2	MS002	**Syphilisis kit**	kits	1545344 Kits
3	MS003	**Dengue NS-1 Kit**	kits	500 Kits
4	MS004	**Sanitary Napkin**	10 napkins / Packet	50983000 napkins
5	MS005	**Salt Testing Kit**	kits	20,00,000 kit
6	MS006	**RTPCR kit**	kits	2000 kits

Detail Technical Specifications:-

01-**Clean Birth Kit:-**

S.num	Particulars	Quantity	Specifications
1	Underpad sheet	one	Dimensions of sheet 60x90cm (inside dimension) polymer 70grms, total weight, super absorbment +/- 1600 ml of distrilled water. Avoids wetness and keep the uses skin dry and the bed clean.
2	Cord Clamp	one	Sterile CE 1023/ ISO 13485:2012 , provided with security lock for safe locking &to prevent reopening, valadity perioed -3 years
3	De Less Mucous Extractor	One	Sterile EO CE 0434,Non toxic,Pyrogen free, latex free sterile,

			capacity :25ml intended for single use atraumatic, soft and rounded, open tip with two lateral eyes, valadity perioed -5 years
4	Cap for New Born	One	100% combed cotton interlock fabric 180 GSM bottom 16cm top 9 cm length 14 cm.
5	Baby Receiving Towels	One	100% combed cotton, woven double sided cloth 70cmx75cm
6	Baby Blanket(Swaddling Blanket)	One	100% combed cotton interlock fabric 180 GSM Non sterile 70cmx75cm
7	Identification tags for mother & baby	One pair	Non-toxic, non harmful & non-allergic. It is disposable one time use size in 6,10,12
8	Sterile Gloves(Elbow Length)	One pair	Long cuff Gloves powder free Sterile US FDA 510 k :CE ISO 13485:2003.Micro rough Surface for that extra grip size medium 15x36 cms lightly powdered with USP grade absorbable corn starch cut to open pouches.
9	Sterile Gloves Surgical	One pair	Latex pre powdered surgical gloves size 6.5 disposable: conforms to ISO-9001-2008/CE 1023.micro rough surface for that extra grip size medium 15x36 cms,Lightly powdered with USP grade absorbable corn starch cut to open pouches..
10	Sterile cotton pieces	two	Absorbent sterile

	for cleaning eyes of baby		guaze,100% cotton.compress gauze 5cmx5cmcotton..Absorbent sterile guaze ,100% cotton.compress guaze 5cmx5cm , cut to open pouches..
11	Surgical Blade	one	Blade Scalpel blade no 22 ISO 9001:2000 sterile individually peel packed.

02-Syphilisis kit

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Specifications
TECHNICAL SPECIFICATIONS FOR POC KIT : **Technical Specifications of Treponemal-specific Rapid (Point-of-Care) Diagnostic Test for Syphilis** 1-The assay should have solid phase coated with synthetic or recombinant type of Treponema Pallidum antigens. 2- The assay may be based on any of the rapid test principles: (Immunoconcentration/Dot blot immunoassay (vertical flow), dip stick and comb assay. 3- The assay should quantitatively detect total anti-treponemal antibody (IgG and IgM) in whole blood, serum or plasma for serological diagnosis of syphilis in all stages of infection. 4- The assay should have an in-built positive and negative control for testing the validity of the test kits. 5- The assay should have reactive and non-reactive controls with each kit in adequate volume (minimum 10% of pack size). 6- The kit should have 5/6th of the shelf life or 12 months before expiry (whichever is more) at the time of receipt by the consignee. 7- Adequate literature detailing the principle, components, methodologies, validity criteria, bio-safety, performance characteristics, storage conditions, limitation of assay, manufacture and expiry dates and methods of disposal should be provided with each kit. 8- The imported rapid kit should have approval of the statutory authority in its country of origin. The imported kits should have been registered and

licensed in India by the Central Drugs Standard Control Organization (CDSCO).

9- In case of indigenous manufacturers they should have a valid licence issued by the competent authority defined under Drugs and Cosmetics Act, 1940, after appropriate evaluation by the centres approved by the CDSCO.

10- The assay should have sensitivity of 90% or more and specificity of 95% or more and the same should be supported by statements in kit insert and certificate from National Institute of Biological Sciences.

11- The assay should be calibrated to WHO reference serum and the same should be supported by statements in kit insert and certificate from the manufacturer.

Screening for Syphilis
During Pregnancy

12- The manufacturer should ensure the following:

- The test should be packed such that there is a provision to conduct single test at a time.
- The pack size of test kits should be in 50 (for peripheral health levels) and 100 tests per kit (for secondary and tertiary health care level) but not more than 100 tests per kit.
- The manufacturer/authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2℃ to 8℃.
- Total procedure time should not be more than 30 minutes.

03. Dengue NS-1-Kit

Specifications
Technical Specification of Dengue NS1 Antigen detection kit by ELISA 1) The ELISA kit should be designed for qualitative detection of dengue NS1 antigen of all 4 dengue serotypes in human serum. 2) The kit should be provided with the following materials and reagents: a) Anti- NS1 Antibody Coated Breakway Microwells (12*8=96 wells). Desiccant should be provided for storing the unused microwells which are to be resealed immediately. b) Horseradish peroxidase conjugated Anti-NS1 monoclonal antibody with preservatives c) Chromogenic substrate in buffer d) Positive Control in the form of recombinant antigen with preservatives and antibiotics e) Negative control in the form of confirmed negative human serum with preservatives and antibiotics f) Calibrators in the form of recombinant antigen with preservatives and antibiotics g) Sample diluents h) Wash buffer 3) The time required for performing the test for detection of dengue NS1 antigen by ELISA should range between 2-4 hours. 4) The ELISA kit for detection of dengue NS1 antigen should have a sensitivity of >90% and a specificity of >95% taking RT-PCR as the gold standard. 5) The kit should have a shelf-life of at least 6 months when stored at an ambient temperature of 2ºC - 8ºC. 6) Transportation should be under cold chain

04-Sanitary Napkin:- for Maternal Health Program and RKSK Programme.

Specifications

(i) Technical Specifications for sanitary napkins for Women after delivery under Maternal Health Program.

Preamble:

Sanitary napkin consists of an outer covering provided with sufficient number of channels for leak protection and absorbent filler material with an adhesive back strip.

Description –

- **Covering –**

The covering of the absorbent filler shall be made of good quality perforated Polyurethrene film sleeve which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements. This shall be made of a product that is non-absorbent barrier on one side which shall have an identifying mark indicating clearly the side of the barrier.

- **Absorbent Filler –**

The filler material shall consist of cellulose pulp (wrapped with tissue colour – white, grade soft wood pulp, long fiber and Anion). This shall be free from lumps, oil spots, dirt or foreign material etc.

- **Back strip –**

A back strip for sticking the sanitary napkin onto the underwear should be there good quality adhesive material. Glue should be polymer based and transparent in colour.

- **Absorbency-**

The sanitary napkin should be able to absorb not less than 150 ml of normal saline (I.P.)@30 ml per minute.

- **Size – Large /extra Large**

The size of absorbent section of the sanitary napkin shall be as follows –

	Overall length	Pad length	Overall width	Pad width	Pad thickness
The	**300+_10mm**	**280+_10mm**	**80+_5mm**	**70+_5mm**	**3mm to 9mm**

thickness shall be measured by stacking 10 complete packs and measuring stack height. The average thickness for 10 pads shall be used as the pad thickness.

- **Weight –**

The weight of one full sanitary napkin shall not be more than 7-9 grams.

- **PH value –**

The sanitary napkin shall be free from acids and alkali and the pH of the absorbent material shall be 6-8.5 when tested by the method given in IS : 1390-1961 methods for determination of pH value of aqueous extract of textile materials.

III. Manufacture, Workmanship and Finish :

• The absorbent filler shall be arranged and neatly cut to the required size of the pad and form uniform thickness throughout without any wrinkles or distortion. It shall be

placed in the covering in such a way that it does not cause lump formation with the effect of sudden pressure.

• The covering fabric shall cover the filler completely.

• The sanitary napkin shall have a very soft feel and when worn shall not give any uncomfortable feeling. It shall be free from all sorts of foreign mater and should be odorless.

• The material use in the fabrication is non allergic.

• The sanitary napkin will be free from acids and alkali.

• The adhesive used in the napkin should not leave any mark and stain.

IV. Packaging and labeling –

4. **Primary Package :**

Each primary package shall contain 10 sanitary napkins in a polyethylene bag of good quality material with a minimum micron thickness that ensures that the pack does not tear in routine handling which will confirm to size of the product and sealed properly. The designing and printing of the bag shall be done at the cost of manufacturer as per printing matter including logo provided by NHM MP. The printing work shall be in weatherproof ink and shall withstand immersion in water and remain intact. The primary package shall also include the name and address of the manufacturer, manufacturing license number, length and dimension, lot/batch number, date of manufacturing and number of sanitary napkin each pack. The designing of the primary package shall be subject to approval of NHM MP.

5. Secondary Package :

The sanitary napkin contained in primary package should be packed in boxes for easy handling, transport and distribution. One box shall contain 140 primary packages of sanitary napkin. It shall be fabricated from Miliboard, grey board, cardboard with a minimum bursting strength of 9-10 kg / cm2 . The designing and printing of the label on the secondary package shall be done at the cost of manufacturer as per printing mater including logo provided by NHM MP.

V. Quality assurance

The manufacturer shall guarantee that the products:

- Comply with all provisions of the specifications
- Meet the laid down standards for safety, efficacy and quality.
- Are fit for the purposes made known to the seller
- Are free from defects in workmanship and in materials.

VI. Recalls –

The products must be recalled by the manufacturer at the manufacturer's cost if rejected by NHM MP or authorized representative because of problems with product quality or adverse reactions of the product to the user. The supplier will be obliged to replace the product in question at its own cost with a fresh batch of acceptable quality, or withdraw and give a full refund. The suppliers shall have to pay penalty as prescribed by NHM MP.

VII. Marking –

x) All packages and invoices must bear the name of the product, expiry date and appropriate storage condition.

b) Secondary Package

- The following information shall be stenciled or labeled on the exterior shipping cartons on all four side in bold letters.
- At least Arial font size 14 with waterproof indelible ink in a clearly legible manner which is acceptable to NHM MP.
- Generic name of the product
- Lot or batch number
- Date of manufacture (Month and year)
- Expiry date (Month and year)
- Manufacture's name and registered address
- Consignee's addresses and emergency phone number including mobile number
- Contact number
- Number of boxes contained in the carton
- Gross weight of each carton (In kg)
- Instruction for storage and handling

(ii) Technical Specifications for sanitary napkins for adolescent girls under RKSK.

I- Preamble :

Sanitary napkin consists of an outer covering provided with sufficient number of channels for leak protection and absorbent filler material with an adhesive back strip.

II- Description –

• **Covering –**

The covering of the absorbent filler shall be made of good quality perforated Polyurethrene film sleeve which has sufficient porosity to permit the assembled napkin to meet the absorbency requirements. This shall be made of a product that is non-absorbent barrier on one side which shall have an identifying mark indicating clearly the side of the barrier.

• **Absorbent Filler –**

The filler material shall consist of cellulose pulp (wrapped with tissue colour – white, grade soft wood pulp, long fiber and SAP). This shall be free from lumps, oil spots, dirt or foreign material etc.

• **Back strip –**

A back strip for sticking the sanitary napkin onto the underwear should be there good quality adhesive material. Glue should be polymer based and transparent in colour.

• **Absorbency-**

The sanitary napkin should be able to absorb not less than 60-70 ml of normal saline (I.P.)@15 ml per minute.

• **Size – <u>small / medium</u>**

The size of absorbent section of the sanitary napkin shall be as follows –

Overall length	Pad length	Overall width	Pad width	Pad thickness
260+_10mm	**235 +_10mm**	**75+_5 mm**	**65+_5 mm**	**3 mm to 9mm**

The thickness shall be measured by stacking 10 complete packs and measuring stack height. The average thickness for 10 pads shall be used as the pad thickness.

• **Weight –**

The weight of one full sanitary napkin shall not be more than 7-9 grams.

• **PH value –**

The sanitary napkin shall be free from acids and alkali and the pH of the absorbent material shall be 6-8.5 when tested by the method given in IS : 1390-1961 methods for determination of pH value of aqueous extract of textile materials.

III- Manufacture, Workmanship and Finish –

• The absorbent filler shall be arranged and neatly cut to the required size of the pad and form uniform thickness throughout without any wrinkles or distortion. It shall be placed in the covering in such a way that it does not cause lump formation with the effect of sudden pressure.

• The covering fabric shall cover the filler completely.

• The sanitary napkin shall have a very soft feel and when worn shall not give any uncomfortable feeling. It shall be free from all sorts of foreign mater and should be odorless.

• The material use in the fabrication is non allergic.

• The sanitary napkin will be free from acids and alkali.

• The adhesive used in the napkin should not leave any mark and stain.

IV- Packaging and labeling –

(v) **Primary Package :**

Each primary package shall contain 10 sanitary napkins in a polyethylene bag of good quality material with a minimum micron thickness that ensures that the pack does not tear in routine handling which will confirm to size of the product and sealed properly. The designing and printing of the bag shall be done at the cost of manufacturer as per printing matter including logo provided by NHM MP. The printing work shall be in weatherproof ink and shall withstand immersion in water and remain intact. The primary package shall also include the name and address of the manufacturer, manufacturing license number, length and dimension, lot/batch number, date of manufacturing and number of sanitary napkin each pack. The designing of the primary package shall be subject to approval of NHM MP.

(vi) **Secondary Package:**

The sanitary napkin contained in primary package should be packed in boxes for easy handling, transport and distribution. One box shall contain 140 primary packages of sanitary napkin. It shall be fabricated from Miliboard, Grey board, cardboard with a minimum bursting strength of 9-10 kg / cm2. The designing and printing of the label on the secondary package shall be done at the cost of manufacturer as per printing mater including logo provided by NHM MP

V- Quality assurance The manufacturer shall guarantee that the products :

4. Comply with all provisions of the specifications
5. Meet the laid down standards for safety, efficacy and quality.
6. Are fit for the purposes made known to the seller
7. Are free from defects in workmanship and in materials.

VI- Recalls –

The products must be recalled by the manufacturer at the manufacturer's cost if rejected by NHM MP or authorized representative because of problems with product quality or adverse reactions of the product to the user. The supplier will be obliged to replace the product in question at its own cost with a fresh batch of acceptable quality, or withdraw and give a full refund. The suppliers shall have to pay penalty as prescribed by NHM MP.

VII- Marking –

(iv) All packages and invoices must bear the name of the product, expiry date and appropriate storage condition.

(v) Secondary Package - The following information shall be stenciled or labeled on the exterior shipping cartons on all four side in bold letters.

- At least arial font size 14 with waterproof indelible ink in a clearly legible manner which is acceptable to NHM MP.
- Generic name of the product
- Lot or batch number
- Date of manufacture (Month and year)
- Expiry date (Month and year)
- Manufacture's name and registered address
- Consignee's addresses and emergency phone number including mobile number
- Contact number
- Number of boxes contained in the carton
- Gross weight of each carton (In kg)
- Instruction for storage and handling

5- **Salt Testing kit**

S.num	Item Name	Quantity
01	S**alt testing Kit..... Specifications** 1. The salt testing kit should be ready in use, liquid form. First salt testing kit should have 20 ml testing solution or testing capacity of 75-100 samples. Supply should be in plastic screwed cap vial and able to dispense one drop at the time for use at community level. It can be stored at ambient temp and relative humidity (20-90% +/- 10% 2. The kit should be able to differentiate (a) Salt with nil iodine (b) Salt with inadequate iodine (c) Salt with adequate level of iodine 15ppm and above 3. The kit should	20,00,000

	be able to detect iodine level in salt from various sources and characteristics eg salts that are alkaline/acidic in nature and with varying sodium chloride content 4. The test kit should have been evaluated and validated by atleast one International agency :WHO,UNICEF,MI and or NCDC, Delhi: All India Inst of Hygiene & Public Health, Kolkatta: Central Food Tech Research Inst., Mysore: ICMR & Council of Scientific and Industrial research Laboratories. The validation should include tests for quality, packaging, ready to use testing(drop by drop),stability at various places, shelf life under sealed condition as well as open Kit 196344 37 condition, as all parameters are interlinked. The testing laboratory should submit a detailed report about all test parameters including how they vary under different conditions. 5. Manufacture should enclose manufacturing certificate and market standing certificate of min 2 years (Enclose certificate as evidence). 6. The shelf life should be at least 1 year and when the vial is opened it shall not be less than 6 months. 7. Packing: Each salt testing kit should be independently packed and not more than 10 kits in a bigger package. 8. Bidders are required to submit documentary proof in support of above quoted specifications and requirements along with the bids. 9. **Bidders are also required to submit the three packets having 10 kits each of independent packing with their bid.**	

Technical Specification for salt testing kit

(i) The salt testing kit should be ready in use, liquid form. First salt testing kit should have 20 ml testing solution or testing capacity of 75-100 samples. Supply should be in plastic screwed cap vial and able to dispense one drop at the time for use at community level. It can be stored at ambient temp and relative humidity (20-90% +/- 10%

(ii) The kit should be able to differentiate

(a) Salt with nil iodine

(b) Salt with inadequate iodine

(c) Salt with adequate level of iodine 15ppm and above

(iii) The kit should be able to detect iodine level in salt from various sources and characteristics eg salts that are alkaline/acidic in nature and with varying sodium chloride content

(iv) The test kit should have been evaluated and validated by atleast one International agency :WHO,UNICEF,MI and or NCDC, Delhi: All India Inst of Hygiene & Public Health, Kolkatta: Central Food Tech Research Inst., Mysore: ICMR & Council of Scientific and Industrial research Laboratories. The validation should include tests for quality, packaging, ready to use testing(drop by drop),stability at various places, shelf life under sealed condition as well as open condition, as all parameters are interlinked. The testing laboratory should submit a detailed report about all test parameters including how they vary under different conditions.

(v) Manufacture should enclose manufacturing certificate and market standing certificate of min 2 years

(Enclose certificate as evidence).

(vi) The shelf life should be at least 1 year and when the vial is opened it shall not be less than 6 months.

(vii) Packing: Each salt testing kit should be independently packed and not more than 10 kits in a bigger package.

(viii) Bidders are required to submit documentary proof in support of above quoted specifications and requirements along with the bids.

(ix) Bidders are also required to submit the three packets having 10 kits each of independent packing as per the technical specifications at sr no 6 of salt testing kit as samples with their bids

6-RTCPR KIT:-

Kit Name	Technical Specifications	Remarks
Pandemic H1N1/09 Assay Set	• **Assay set should have primer & probe capable for detecting four targets genes viz. Influenza A., swine A, Swine H1, RNP for detecting Pdm H1N1 2009 stream.** • **Primer & Probe for above targets genes should be provided in independent vial.** • **Capable for detecting one or more targets as per required.** • **Should be compatible with existing ABI Real Time PCR machines.**	• **.** • **All Primers should be HPLC Purified and of 50-100nmol scale.** • **TaqMan® probes are the labeled at the 5'-end with the reported molecule 6-carboxyfluorescein (FAM) and with the quencher, Blackhole Quencher 1 (BHQ1) (Biosearch Technologies, Inc., Novato, CA)at 3'-end**
One –Step RT-PCR kit	**Should be Compatible with existing ABI Real Time PCR Test machine**	.

Viral RNA extraction kit	**Isolation of good yield nucleic Acid {From all type of body fluids (Serum, Plasma, CSF, Urine, BAL, Sputum) / Throat swabs/ Nasal swabs/ Nasopharyngeal swabs}**	

Reagents Name	Technical Specifications
1. Microamp 96 well Reaction Plates (0.2ml)	**Should be Compatible with ABI 7500 Real Time PCR machine**
2. Microamp 96 well Reaction Plates (0.1ml)	**Should be Compatible ABI Step-1 & ABI Step -1Plus Real Time PCR machine**
3. Microamp Optical 8well Cap strips	**Should be Compatible with Optical 96 well reaction plates/ tubes (0.2ml and 0.1ml) in ABI Real Time PCR machine**
4. Microamp 8 tubes strips (0.2ml)	**Should be Compatible with ABI 7500 Real Time PCR machine**
5. Microamp 8 tubes strips (0.1ml)	**Should be Compatible with ABI 7500 Real Time PCR machine**

ANNEXURE-VIII

Ref. Clause 9(e)

Deleted -only for salt testing kit.

PROFORMA FOR SUMBISSION OF SURGICAL, SUTURE, CONSUMABLES, DIAGNOSTICS & MATRIALS SAMPLES

Name of the Tenderer : _____

Address : _____

_____

_____

S.No	Item Code	Name of the Item	Qty Submitted

Tested by: (For Office use at DHS)

Remarks: (For Office use at DHS)

OK/NOT OK (For Office use at DHS)

Station : Signature and seal

Date :

ANNEXURE-IX

Ref. Clause No.12.2

AGREEMENT

THIS AGREEMENT made the ..... day of ....., 2015..... Between ..... *(Name of purchaser)* of ..... *(Country of Purchaser)* (hereinafter "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz;. Supply of Surgical and suture material in the tender reference No…/SURG/GOMP/2015, dt ….. *(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	**Item Code**	**Brief Description of Goods & Services**	**Tender Qty in Nos**	**Unit Price**	**Sales tax in %**	**Total value inclusive of sales tax**
Total contract value						

DELIVERY SCHEDULE:

Supply shall shall complete within 45 days from the date of purchase order and as per clause 13 of the bid document.

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
Witness 1. 2.

Signed, Sealed and Delivered by the

Said ..... (For the Supplier)

in the presence of .....
Signature
Name
Address

Witness 1. 2.

ANNEXURE - X

Ref. Clause No. 4.1 (p)

DETAILS OF MANUFACTURING /IMPORTING UNIT

Name of the Tenderer & Full Address :

PAN Number :

Phone Nos. :

Fax :

E-Mail :

Date of Inception :

Licence No. & Date :

Issued by :

Valid up to :

Details of installed Production Capacity :

Details of Installed Production Capacity for 1 year

Item :
:

Name & designation of the authorised signatory :

Specimen signature of the authorized Signatory :

* The details of manufacturing unit shall be for the premises where items quoted are actually manufactured

ANNEXURE - XI

Ref. Clause No. 22

PROCEDURE FOR BLACK LISTING

BLACKLISTING OF PRODUCT / TENDER IF ANY WITHDRAWAL OF TENDERER

1. The Successful tenderers fail to execute the agreement, to perform the obligations under the tender conditions and commits default in the performance of the contract, such tenderers will be blacklisted for a period of 5 years.

2. The tenderers who have withdrawn after participating in the tender will be ineligible to participate for a period of 5 years.

BLACKLISTING FOR QUALITY FAILURE.

3. Each and every batch of surgical, suture item, consumables, diagnostics and materials supplied by the suppliers shall be subjected to quality test by the laboratories empanelled through open tender process/selected by tender inviting authority.

6. The samples are collected from the Stores from each batch of supply of the same item and after eliminating the common batch, samples shall be taken in random, decoded and to be sent to the empanelled testing laboratories for testing the quality of items.

7. If such sample passes quality test in all respects, ordering authority will instruct its store to issue such items of surgical, suture item, consumables diagnostics and materials to various hospitals / Institutions.

6. If the sample fails in quality test and report is received certifying that sample is **NOT OF STANDARD QUALITY,** one more sample shall be drawn from the same batch and to be sent to Government Laboratory for quality testing.

7. (a) If such sample passes the quality test, the surgical, suture item, consumables, diagnostics and materials representing the sample shall be qualified for issue to various Directorates / Institutions.

(b) If such sample fails the quality test and on receipt of report from the Government laboratory, the surgical, suture item, consumables, diagnostics and materials of the batch are not qualified for issue and the supplier shall be informed to take back the material supplied in the batch, which failed the quality test, as per the Tender condition and other consequences would follow as per the conditions in the Tender documents.

(c) If two batches of particular items supplied by the supplier fail in test for ASSAY content during the tender period, the particular item of the drug supplied by the supplier shall be blacklisted, after observing the procedure laid down in Para 10 (a).

8. If three batches of particular item supplied by the supplier fails in quality test in parameters mentioned in Pharmacopoeia ASSAY/applicable test standards and other than ASSAY content during the tender period, then the particular items shall be blacklisted for the firm after observing the procedure laid down in Para 10(a).

9. In case of any sample in even one batch declared as spurious or adulterated or misbranded by the Government Analyst**,** the company shall be blacklisted.

10. (a) When on complaint from Drug Inspector during their Test of field
Sample, that the particular material has been reported to be of NOT OF STANDARD QUALITY, the issue of available stock of the items will be stopped. Available stock of the product in hospitals will be retrieved. The supplier shall be called upon to explain why the product should not be blacklisted. On receipt of his explanation and scrutiny of record, decision will be taken by the ordering authority to decide the appropriate punishment / penalties.

(b) If four batches of particular items supplied by the supplier fails as in Para 10 (a) and reported by the Government Analyst then the particular items shall be black listed after observing the procedure laid down Para 10(a).

(c) If the supplier supplied more than one item and 50% of such items, during relevant tender period, fail, then the supplier shall be blacklisted, after observing the procedure laid down Para 10(a).

11. (a) On receipt of report from Govt. Analyst / Drug Testing Laboratory informing that particular Item / surgical, suture ,consumable, diagnostics and materials is **NOT OF STANDARD QUALITY,** a notice shall be issued to the supplier calling for explanation within 7 days from the date of notice.
On receipt of explanation from the supplier, the ordering authority may take appropriate action on merits of the case and impose penalty including the blacklisting of the particular item of the product / supplier.

(b) If the particular item of the surgical, suture item, diagnostics consumables and materials has been black listed according to the procedure stated above, the supplier/s is/are not eligible for participating any of the tenders for the particular item floated for a period of 5 years immediately succeeding the period in which supplies were made to Govt. of Madhya Pradesh.

(c) The supplier/s, blacklisted according to the procedure stated above, are not eligible for participating any of the tenders floated for a period of 5 years immediately succeeding the period in which supplies were made to Govt. of Madhya Pradesh.

BLACKLISTING FOR NON-SUPPLY:

12. The supplier should supply 100% of the ordered quantity at the designated places as per the schedule 45 days from the date of purchase order otherwise relevant provisions of tender document (of non supply) shall be applied. Period of 45 days will be counted from the date of placement of online order. If the supplier fails to supply the ordered quantity after elapse of 60 days, then the risk and differential cost will be passed on to the original supplier as per conditions of the tender document. If payment for, any extra cost incurred by ordering authority on any procurement done against risk & cost after lapse of said period of 60 days from the date of issue of order, is not made by the concerned supplier within 15 days of issue of notice, then the extra payment done will be deducted from the security deposit of the concerned supplier. If recovery could not be effected from its security deposit due to the reason of its security deposit getting exhausted, then concerned supplier will be liable for blacklisting apart from any other penal actions and recovery proceedings that may be taken against it as per law.

13. Ordering authority will be at liberty to accept the supply made belatedly as per the terms and conditions of the tender document on imposing the Liquidated damages at the rate stipulated in conditions of the tender documents.

14. (a) If the suppliers/s fail/s to execute the Purchase order and inform/s ordering authority about their inability to execute the order and in compliance of the Purchase order due to act of v*is- majure* , then the ordering authority may pass appropriate order on merits of case.

EXPLANATION:

(a) Increase in the cost of raw materials, Power failure, Labour strike, Lay off, Closure of the factory would not be considered as act of v*is-majure.*

(b) If the supplier fails to execute atleast 50% of the quantity mentioned in single Purchase order and such part supply happened for three purchase orders during the same rate contracted period, then the supplier will be ineligible to participate in any of the tenders for particular items of surgical, suture item, consumables and materials for a period of one year immediately succeeding year in which supplier has placed Purchase order.

Provided that before issue of orders as discussed in Para 14 (b) above, the procedure laid down Para 14(a), as applicable shall be observed.

(c) The black listing of particular item of the surgical, suture item, consumables,diagnostics and materials or the supplier is with out prejudice to the other penalty stipulated in the conditions of Tender Documents. **ANNEXURE – XII Ref. Clause No. 21**

PURCHASE POLICY

Definitions:-

1. Surgical, suture item, consumables, diagnostics and materials means and includes, for the purpose of this Drug Policy surgical, suture item, consumables, diagnostics and materials items

2. L1 rate means the rate declared by Govt. of Madhya Pradesh for surgical, suture item, consumables, diagnostics and materials for the period mentioned in the tender documents and whose rate has been considered as L1rate.

3. Matched L1 means the tenderer or tenderers who have consented, in writing, to match the L1 rate for the particular Surgical, suture item, consumables, diagnostics and materials and agreed to abide by the terms and conditions of tender documents.

4. LD means liquidated damages levied by the ordering authority for the delay in supply of the Surgical, suture item, consumables,diagnostics and materials after the expiry of 45 days from the date of order at the rate mentioned in the tender conditions.

5. Unexecuted fine is the fine imposed for the default committed by the supplier in supplying the required quantity of Surgical, suture item, consumables, diagnostics and materials as per the Purchase Order and recovered from any amount due and payable to the supplier.

6. Purchase Order means the order issued by ordering authority to the supplier informing to supply the required quantity of the Surgical, suture item, consumables, diagnostics and materials at the predetermined price and directing the supplier to supply at the designated destination mentioned in the Schedule accompanying the purchase order.

7. Schedule means the schedule annexed to the Purchase Order issued by ordering authority, consisting of the quantity of Sutures & Surgical Consumables, Diagnostics & Materials required, cost of unit of Sutures & Surgical ,Consumables, Diagnostics & Materials, generic name and code of the Sutures & Surgical ,Consumables, Diagnostics & Materials, destination, etc.,.

8. Supplier is a person with whom the Purchase Order is placed and who has agreed to supply the Sutures & Surgical ,Consumables, Diagnostics & Materials, on abiding by the terms and conditions of tender document.

ARTICLE 1.

After the conclusion of Price Bid opening (Cover B), the lowest offer of the tenderer is considered for negotiation and rate arrived after negotiation is declared as L1 rate and L1 supplier for an item or items of Sutures & Surgical ,Consumables, Diagnostics & Materials for which the tender has been invited.

ARTICLE 2.

The tenderer who has been declared as L1 supplier shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such tenderer is eligible for the placement of Purchase Orders for the item or items of Sutures & Surgical ,Consumables, Diagnostics & Materials, quoted by him.

ARTICLE 3.

If two or more than two tenderers declared as L1 suppliers for the same item of Sutures & Surgical ,Consumables, Diagnostics & Materials, and such tenderers shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such tenderer is eligible for the placement of Purchase Orders for the item or items of Sutures & Surgical ,Consumables, Diagnostics & Materials, quoted by them.

ARTICLE 4.

Ordering authority will inform the L1 rate to the other tenderers who were eligible for Price (Cover B) Bid opening, inviting their consent to match L1 rate for the item of the Sutures & Surgical ,Consumables, Diagnostics & Materials quoted by them and the tenderer who has given consent, in writing, will be considered as Matched L1.

The tender consent for matching L-1 rate shall furnish the breakup details of Price (L-1 Rate) in Format in Annexure-XVI.

ARTICLE 5.

The supplier, on receipt of the purchase order deems that the purchase order exceeds the production capacity declared in the tender documents and the delay would occur in executing the order, shall inform the ordering authority immediately with out loss of time and the Purchase Order shall be returned with in 10 days from the date of the order, failing which the supplier shall have no right for disputing the imposition of liquidated damages, fine for the delayed supply.

ARTICLE 6.

(a) *If the L1 supplier has failed to supply the required* Sutures & Surgical ,Consumables, Diagnostics & Materials, *with in the stipulated time of 60 days, unexecuted purchase orders will be automatically considered cancelled and the Ordering authority is at liberty to make alternative arrangement for purchase of the items of* Sutures & Surgical ,Consumables, Diagnostics & Materials, *for which the Purchase orders have been placed, from any other sources or in the open market or from any other tenderer who might have quoted higher rates, at the risk and the cost* of the supplier without even informing the supplier and in such cases the tender inviting authority has every right to recover the cost and impose the penalty as per provisions of the bid document.

(b) Ordering authority may place Purchase Orders with the Matched L1 for purchase of the Sutures & Surgical ,Consumables, Diagnostics & Materials, as per provisions of the bid document, provided such Matched L1 rate tenderer shall execute necessary agreement indicating the production capacity as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such tenderer is eligible for the placement of Purchase Orders for the item or items of Sutures & Surgical ,Consumables, Diagnostics & Materials,quoted by them.

ARTICLE 7.

Subject to Article 6 of this policy, While ordering authority has chosen to place Purchase Orders with the Matched L1 supplier and there are more than one such Matched L1 supplier, then the Purchase Orders for the requirement of Sutures & Surgical ,Consumables, Diagnostics & Materials, will be placed among them such that those who bid lower prices in the original tender get a higher priority for supply , Provided that no Matched L1 supplier is entitled to be placed Purchase Orders exceeding the production capacity.

ARTICLE 8.

The Matched L1 supplier, on placement of Purchase Order, will be deemed as L1 rate supplier for the purpose of the tender and all provisions of the tender documents applicable to L1 rate tenderer will apply mutatis mutantis to the Matched L1 supplier.

ARTICLE 9.

(a) The supplier shall start supply the Sutures & Surgical ,Consumables, Diagnostics & Materials, required by ordering authority at the destination mentioned in the schedule, within the period stipulated in the Purchase Order.

(b) The Sutures & Surgical ,Consumables, Diagnostics & Materials, supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. ordering authority will not be responsible for the loss to the supplier and will not entertain any demand/claim.

ARTICLE 10.

(a) *The supplier shall, after supply of* Sutures & Surgical ,Consumables, Diagnostics & Materials, *at the specified destinations, submit Excise Invoice (Original), copy of the*

Purchase order, Test Report, , Delivery Challan,Invoice and other relevant documents etc., at the Office of concerned ordering authority claiming payment for the supply made.

ARTICLE 11.

The supplier shall take utmost care in supplying the quality Sutures & Surgical ,Consumables, Diagnostics & Materials, and ensure that the batch number mentioned in the packages of the Sutures & Surgical ,Consumables, Diagnostics & Materials, tally with the batch number mentioned in the Invoice produced to ordering authority for payment. Also the supplier shall ensure the quantity relevant to the Batch Number of the Sutures & Surgical ,Consumables, Diagnostics & Materials, is mentioned in the invoice. Any variation will delay the payment for the supply.

ARTICLE 12.

It is the duty of the supplier to supply of Surgical, suture item, consumables and materials to the destinations mentioned in the Purchase Order and supply shall conform to the condition mentioned in the provisions of tender documents, viz., logo, nomenclature in English, etc.,

ARTICLE 13.

Subject to Article 11 of this Policy, ordering authority will process the invoices submitted by the supplier and the payments against supply will be made, with in 60 days from the date of receipt of goods and/or submission of all the documents including invoice, whichever is later and it is subjected that Sutures & Surgical ,Consumables, Diagnostics & Materials supplied has been declared of STANDARD QUALITY by the Empanelled laboratory of ordering authority and the supplier has supplied at least 70% of the quantity ordered.

ARTICLE 14.

If the supplier fails to supply the Sutures & Surgical ,Consumables, Diagnostics & Materials, for the three Purchase Orders, at any point of time, either fully or partly, with in the stipulated time, ordering authority is at liberty to place Purchase Orders with the other tenderers (in ascending order, viz., L2,L3 and so on) at the price offered by them and in such cases the supplier is liable to indemnify ordering authority, WITH OUT ANY DEMUR, for the difference in cost incurred by ordering authority and the ordering authority is entitled to recover the difference in cost from the amount due/payable to the supplier.

ARTICLE 15.

Notwithstanding any thing contained in Article 14, the supplier, after committing the default in supply either partly or fully, can inform ordering authority its willingness to execute the Purchase Order during the tender period but Article 16 will be applied to the Purchase Orders placed with the other tenderers and ordering authority may consider the willingness of the supplier on merit.

ARTICLE 16.

Subject to the provisions in the Tender Document, ordering authority will levy Liquidated Damages, unexecuted Fine and other levy.

ARTICLE 17.

Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier and this Policy, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated with in 15 days from the date of receipt of payment, failing which ordering authority will not entertain any claim thereafter.

This purchase policy is in addition to, not in derogation of the Tender document and agreement executed by the supplier.

ANNEXURE – XIII

Ref. clause 4.1(s)

List of Items quoted

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

2. Drug License No. in form 25 & 28
   or import License 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 :

7. Details of Endorsement for

all products quoted :

Sl. No.	Item Code	Sutures & Surgical ,Consumables, Diagnostics & Materials, Name	Specifications	Date of Endorsement obtained from the State Drugs Controller/Not Applicable	Whether Endorsement is in Generic or Trade Name
1.					

Authorised signatory :

Date :

Annexure-XIV

Ref. clause 15.2

Bar coding details

(As per Government directives-See MOHFW website www.mohfw.nic.in)

Ref: Drug cell: Bhopal dated

To

All Suppliers of surgical, suture item, consumables,diagnostics and materials,
(By e-mail as given on mandate form/Copy by post)

Sub: Mandatory GS1 Barcode Requirements as per MOHFW on Tertiary packing in Phase I
Ref: Tender for Supply of surgical, suture item, consumables, diagnostics and materials to various Government Hospitals of Government of Madhya Pradesh for a period of one year

Please find enclosed the Bar code requirements as stipulated by Ministry of Health & Family Welfare,(MOHFW) Government of India .

As adopted in Karnataka State Health Dept Bar Coding is to be done in Madhya Pradesh also on the Tertiary packing in Phase I as enforced .These must be adhered to during current supplies.

Enclosure: 1) GS1 data matrix (Two dimensional) Bar Coding requirements on Medicines/drugs procured
2) Bar coding requirements at Shipper/carton/tertiary level packing

MD, MPPHSCL

General Notes:

1. Wile barcoding has been chosen as the automatic identification data capture (AIDC) technology currently,future requirements maay demand use of any other data capture technology
2. Data requirement as stipulated by GOI take intoaccount minimum level of AIDC marking.MOHFW however reserves the right to modify the same and direct implementation of higher level of AIDC marking(additional data requirements) in future,in the event of higher perceived risks in line with GS1 General Specifications.
3. Complete details on GS1 standards along wit the technical gidelines can be down loaded from www.gs1india.org or www.gs1.org
4. For assistance ,you can contact Sri Gopal Valecha at 011-26168720/721/725 Mobile:99 103 50 103 or email gopal@gs1india.org

Annexure-XV

Annex-15

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 **Managing Director, Madhya Pradesh Public Health Services Procurement Corporation (MPPHSC) Limited Bhopal** 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.

---CHECK LIST

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

COVER - A.

1.	Checklist – Annexure-XVI		Yes	No	
2.	EMD in the form of BG shall be kept in an envelop		Yes	No	page-num
3.	Documentary evidence for the constitutions of the company / concern		Yes	No	page-num
4.	List of Board of Directors certified by the C.S/C.A. In case of proprietor/partners notarized self declaration along with certificate of Register of firms		Yes	No	page-num
5.	Duly attested photocopy of Licence/BISfor the product duly approved by the Licencing Authority/ Industry department as applicable for each and every product quoted.		Yes	No	page-num
6.	Duly attested photocopy of Import Licence, if imported		Yes	No	page-num
7.	The instruments such as power of attorney, resolution of board etc.,		Yes	No	page-nu

				m
8. Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority.		Yes	No	page-num
9. Market Standing Certificate issued by the Licensing Authority		Yes	No	page-num
10. Non Conviction Certificate issued by the Drugs Controller		Yes	No	page-num
11. WHO-GMP certificate (COPP) or cGMP with revised schedule M		Yes	No	page-num
12. Annual Turnover Statement for 3 Years (Annexure-VI)		Yes	No	page-num
13. Copies of balance sheet & profit loss account for three years		Yes	No	page-num
14. Annexure-I (Sales Tax clearance certificate till march-2015)		Yes	No	page-num
15. Annexure-II (Undertaking for embossment of logo)		Yes	No	page-

				num
16. Declaration Form in Annexure-III along with enclosure.		Yes	No	page-num
17. Declaration for eligibility in participating the tender (Annexure-IV)		Yes	No	page-num
18. Proforma for Performance Statement (Annexure-V) **attach last 3 yrs order copies, do not delete rates in the order copies.**		Yes	No	page-num
19. Details of Manufacturing/Importing Unit in Annexure-X		Yes	No	page-num
20 WHO, UNICEF, ISO certificates if any		Yes	No	page-num
21. List of items quoted without rates. Annexure-XIII		Yes	No	page-num
22. Mandate Form (Annexure-XV)		Yes	No	page-num
23. The Tender document signed by the Tenderer in all pages with office seal.		Yes	No	page-num
24. Production Capacity certificated issued by issued				

by Industries Department or by practicing CA or by competent drug regulatory body.		Yes No	page-num

Bid Security Form (Form -Irrevocable Bank Guarantee-EMD) Annexure I

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

_____ [insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ [insert Name and Address of Purchaser]

Date: _____

BID GUARANTEE No.: _____

We have been informed that [insert name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of [insert name of contract] under Invitation for Bids No. [insert IFB number] ("the IFB-Invitation for bid").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we [insert name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert amount in figures] ([insert amount in words]) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.
Consequently, any demand for payment under this guarantee must be received by us at the

office on or before that date.
This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.
_____ [signature(s)]

PRICE SHOULD BE QUOTED ONLINE ONLY-SAMPLE FORMAT

Total aggregate Value: Rs.

Sl. No.	*Drug Code*	*Name of the Drug and Strength/ Packing*	*Unit*	*Quantity of Supply In Units*	*Rate per Unit* † Inclusive of Incidental Services*			*Packing & Forwarding*	*Excise Duty*	*Freight and Insurance Charges*	*Total landed Unit Price*	*Total Value*	*MPGST / VAT*	*CST*
											(6+7+8+9)	*[5 x 10]*		
1	*2*	*3*	*4*	*5*	*6*			*7*	*8*	*9*	*10*	*11*	*12*	*13*
					In figure		*In Words*							
					Rs.	*P.*								