

**ANNEXURE-VII**

**Ref. Clause 9(e)**

**PROFORMA FOR SUBMISSION OF SURGICAL / SUTURE SAMPLES**

Name of the Tenderer : \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

<b>S.No</b>	<b>Item Code</b>	<b>Name of the Item</b>	<b>Qty Submitted</b>

Station :

Signature and seal

Date :

**AGREEMENT**

This Deed of Agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ 2010 by M/s. \_\_\_\_\_ represented by its Proprietor/Managing partner/ Managing Director having its Registered Office at \_\_\_\_\_ and its Factory Premises at \_\_\_\_\_ (hereinafter referred to as "Supplier" which term shall include its successors, representatives, heirs, executors and administrators unless excluded by the Contract) on one part and Govt. of Madhya Pradesh., represented by its Director of Medical Service having his Office at Satpura Bhawan, Bopal, Madhya Pradesh (hereinafter referred to as "The Purchaser" which term shall include its successors, representatives, executors assigns and administrators unless excluded by the Contract) on the other part.

Where as the Supplier has agreed to supply to the Purchaser, the Surgical & Suture items with specifications mentioned in the Schedule attached here to at the prices noted there in and in the manner and under the terms and conditions here in after mentioned and where as the Supplier has deposited with the Purchaser a sum of Rs \_\_\_\_\_ (Rupees

only) as Security Deposit for the due and faithful performance of this Agreement, to be forfeited in the event of the Supplier failing duly and faithfully to perform it. Now these presents witness that for carrying out the said Agreement in this behalf into execution the Supplier and the Purchaser do hereby mutually covenant, declare, contract and agree each of them with the other of them in the manner following, that is to say,

01. The term "Agreement", wherever used in this connection, shall mean

and include the terms and conditions contained in the invitation to tender floated for the supply of Surgical & Suture items to various medical health institutions of GOMP for the year 2010-2011, the instructions to tenderers, the conditions of tender, acceptance of tender, particulars hereinafter defined and those general and special conditions that may be added from time to time.

02. (a) The Agreement is for the supply by the Supplier to the Purchaser of the Surgical & Suture items specified in the Schedule attached hereto at the prices noted against each therein on the terms and conditions set forth in the Agreement.
- (b) This Agreement shall be deemed to have come into force with effect from the \_\_\_\_\_ and it shall remain in force for a period of upto 31st March 2011 that date with effect from.
- (c) The Tender quantity noted against each item in the Schedule attached hereto indicates only the probable total requirements of the Purchaser in respect of each item for the Agreement Period of 12 months indicated in Clause (b) above. This quantity may increase or decrease at the discretion of the Purchaser. The Supplier shall make supplies of the Surgical & Suture items on the basis of the Purchase Orders placed on him from time to time by the Ordering Authorities of the purchaser specifying the quantities required to be supplied at the specific location in the state of Madhya Pradesh.

**QUALITY OF THE SURGICAL & SUTURE ITEMS TO BE SUPPLIED:**

**SHELF LIFE OF SURICIAL & SUTURE ITEMS TO BE SUPPLIED:**

03. (a) The Surgical & Suture items supplied by the supplier shall have shelf lives as given below:
- (i) In respect of each of the items covered in Schedule 'P' of the Drugs and Cosmetics Act 1940, the maximum permissible life period specified in the said Schedule of the said Act.
- (ii) In respect of all other items, a period of minimum 2 years from the date of manufacture.
04. (a) The Surgical & Suture items supplied by the Supplier shall be of the best quality and shall comply with the specifications, stipulations specified in the Schedule attached hereto and read with the Conditions of Tender.
- (b) In respect of any case, where a sample of the product to be supplied by the Supplier has been examined and approved by the Purchaser, the supplies must be equal in all respects to the sample approved by the Purchaser.
- (c) If the shelf life of the items supplied is less than the period that prescribed in the tender condition, then the supplier shall take back the stock so supplied at his cost.

**PACKAGING SPECIFICATIONS:**

05. (a) The stipulations pertaining to Packaging as detailed for each item in Annexure read with Clause 15 of the "Conditions of Tender" shall be strictly adhered to by the Supplier.
- (b) Final packing shall be done in corrugated Fibre Board Boxes conforming to the specifications laid down in Annexure of the

"Conditions of Tender" with suitable cushioning and lining, strong enough to bear the rail, road and air transit hazards.

- (c) Case wood packing, if used for final packing, shall be of ISI Standard with suitable preservatives, if these are made of non-coniferous timber.
- (d) The packing shall be subject to the approval of the Purchaser.
- (e) Goods supplied without conforming to the packaging specifications noted herein and in the Conditions of Tender, shall be liable to be rejected by the Purchaser. The Purchaser shall also have the right to reject any goods whose packaging is in a damaged condition at the time of delivery.

**PLACE AND TIME OF SUPPLY:**

- 06. (a) The supplier should supply at least 20% of the ordered quantity at the specified locations as per the schedule within 30 days from the date of purchase order and atleast 70% of the ordered quantity at specified locations within 45<sup>th</sup> day from the date of purchase order, otherwise ordering authority will have the right to place orders not exceeding 30% of the ordered quantity from 31<sup>st</sup> day upto 45<sup>th</sup> day from the date of purchase order and upto 50% of the order quantity after 45<sup>th</sup> day from the date of purchase order respectively, on any other matched / unmatched supplier at the discretion of ordering authority. The risk and differential cost will be passed on to the original supplier.
- (b) If supplies are not fully completed in 45 days from the date of the Purchase Order, the provision of clause 18.2 and 18.3 of Tender conditions will come into force. The Supplier shall

suffer forfeiture of the Earnest Money Deposit / Security Deposit too. The Supplier should supply the items at the Warehouse specified in the Purchase Order and if the Surgical & Suture items supplied at a designated places other than those specified in the Purchase Order, transport charges will be recovered from the supplier.

- (c) If the supplier fails to execute atleast 50% of the quantity mentioned in single Purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the tenders for particular items of Surgical & Suture for a period of one year immediately succeeding year in which supplier has placed Purchase order.

**QUALITY TESTING:**

- 07. (a) All the Surgical & Suture items supplied by the Supplier shall be subjected to rigorous Analytical Testing for their quality. Samples of each batch of each product supplied will be drawn at the points of supply or distribution / storage and send by the Purchaser to different Analytical Laboratories selected by him at his discretion for testing. The samples will be drawn periodically through out the shelf life period. The expenditure towards the Handling and Testing of such samples will be borne by the Supplier at the rates fixed by the Purchaser.
- (b) If any articles or things supplied by the Supplier have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption, then the contract price or prices of such articles or things will be recovered from the Supplier, if payment had

already been made to him. Otherwise the Supplier will not be entitled to any payment whatsoever for such article. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the ordering authority and the Supplier shall be liable for all losses sustained by the Purchaser in consequence of the termination which may be recovered personally from the tender or from his properties, as per rules.

- (c) The Supplier shall furnish the source of procurement of raw materials utilized in the formulations as required by Purchaser. Purchaser reserves the right to cancel the Purchase Orders, if the source of supply is not furnished.
- (d)
  - (i) During the contract period if two batches of the particular item supplied by the firm fails in ASSAY content then the product of that particular firm will be blacklisted.
  - (ii) During the contract period if three batches of the particular item supplied by the firm fails in quality test (ASSAY content, description test and other parameters mentioned in pharmacopoeia.) then that particular item will be blacklisted for the firm.
  - (iii) In respect of the firm supplying more than one item during the contract period if more that 50% of the items are blacklisted based on the above process, then the Firm will be blacklisted.
  - (iv) In case of any sample in even one batch declared as spurious or adulterated or misbranded by the Government Analyst, the company will be blacklisted.

### **REJECTION OF STOCK WHICH FAILS IN QUALITY TESTING:**

08. The supplies will be deemed to be completed only upon receipt of reports of quality testing of the samples from the testing laboratories. If the samples do not conform to statutory standards, the entire supplies will be rejected and the Supplier asked to take back the stocks at his cost from all the Stores of the Purchaser and / or other supply points within 30 days of receipt of intimation to that effect. Purchaser has the right to destroy such substandard goods if the supplier does not take back the goods within the stipulated time. Purchaser shall arrange to destroy the rejected goods within 90 days after the expiry of stipulated period and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the goods rejected till such destruction. The Supplier shall also be liable for action under Criminal Law and the appropriate authorities will be informed for initiating necessary action. The Supplier shall be blacklisted for the product and no further supplies accepted from him. The Supplier shall also be declared to be ineligible to participate in any Tender floated by the Purchaser for a period of next 5 years for the product in question. The Purchaser at his discretion may also terminate the Contract and in case of such termination, the Supplier shall be liable for all losses sustained by the Purchaser in consequence of such termination, which may be recovered from the Security Deposit made by the Supplier and / or any other money due or becoming due to him. In the event of such amounts being insufficient, the balance may be recovered personally from the Supplier or from his properties as per the provisions of Law. In case of such termination of Contract, the Supplier shall be blacklisted for all supplies to the Purchaser for a period of 5 years.

### **INSPECTION OF THE SUPPLIER'S FACTORY:**

09. In respect of the items mentioned in the Schedule, the Supplier shall allow inspection of his factory at any time during the continuance of the



Tender period by a team of Experts / Officials whom the Purchaser may depute for the purpose. The Supplier shall extend all facilities to the team to enable them to inspect the manufacturing processes, quality control measures adopted, etc., in the manufacture of the Contracted items. The Purchaser is free to terminate the Contract and / or take penal action against the Supplier as per the provisions of the "Conditions of Tender" on the basis of the results of such inspections.

**DIFFERENCES IN COST TO BE RECOVERED FROM SECURITY DEPOSIT OR AMOUNTS DUE**

10. In the event of
- (i) The samples of Surgical & Suture items supplied, failing quality tests, or
  - (ii) The Supplier failing to effect supplies within the time period stipulated in Paragraph 6 of this Agreement, or
  - (iii) The stocks supplied being found to be not as per specifications stipulated in the Schedule attached hereto or in the Tender, in respect of either the products themselves or their packaging.

The purchaser will be free to make alternative purchases of the Surgical & Suture items in question from any other source or in the open market or from any other Tenderer who might have quoted higher rates at the risk and cost of the Supplier, in addition to levying other penalties specified in "Conditions of Tender" and forfeiting the Security Deposit made by the Supplier. The excess expenditure over and above the contracted prices incurred by the Purchaser in making such purchases from any other source or in the open market or from any other Tenderer who has quoted higher rates, and other losses, if any, sustained in the process by the Purchaser shall be recovered from the Security Deposit of the Supplier or from any money due or becoming due to him and in the event of such amounts being insufficient, the balance will be recovered

personally from the Supplier as per law.

**ACCEPTANCE OF DELAYED SUPPLIES AND LEVY OF LIQUIDATED DAMAGES THEREFOR**

11. In all cases where the Supplier fails to complete the supplies of any of the Surgical & Suture items ordered by the Purchaser within the time specified in Paragraph 6 herein, the Supplier shall be liable to pay to the Purchaser, as and by way of Liquidated Damages, 0.5% (half percent) of the value of the delayed supplies for each day of delay in effecting the supply as per condition of Tender. The levy of such liquidated damages by the Purchaser shall be made irrespective of the Purchaser having actually suffered any damages / losses or not, on account of the delay in effecting supplies by the Supplier.

**DELAYS IN EFFECTING SUPPLIES DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF THE SUPPLIER**

12. If, at any time during the continuance of this Agreement, the Supplier has, in the opinion of the Purchaser, delayed in making any supply ordered, by the reasons of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause, on a specific request made by the Supplier, the time for effecting delivery may be extended by the Purchaser surely at his discretion for such period as may be considered reasonable by the Purchaser. No further representation from the Supplier will be entertained on this account.

**RECOVERY OF MONEY DUE TO THE PURCHASER FROM THE SUPPLIER**

13. All expenses, damages and other moneys payable to the Purchaser by the Supplier under any provisions of this Agreement may be recovered from the amounts due or subsequently becoming due from the Purchaser to the Supplier under this or any other Agreement. In case such amounts are insufficient to fully cover such expenses, damages or

other moneys payable, it shall be lawful for the Purchaser to recover the balance amount from the Security Deposit of the Supplier and in case such Security Deposit is insufficient, then it shall also be lawful for the Purchaser to recover the residue of the said expenses, damages and moneys, if necessary, by resorting to legal proceedings against the Supplier.

#### **AMOUNT OF SECURITY DEPOSIT TO BE MADE BY THE SUPPLIER**

14. The Supplier shall deposit with the Purchaser an amount of Rs\_\_\_\_\_ (as in Tender condition) as Security Deposit as specified in Clause 11 of the Conditions of Tender for due and faithful performance of the provisions of this Agreement. Such Security Deposit made by the Supplier is liable to be forfeited by the Purchaser in the event of the Supplier failing duly and faithfully to perform any one or more or any part of any one of the said provisions. The amount of Security Deposit shall be remitted by the Supplier to the Purchaser by way of a Demand Draft favouring the Director, Medical Services, Govt. of Madhya Pradesh. The payment for the supplies made by the Supplier will be paid to him only after he has remitted the required amount of Security Deposit.

#### **SUBMISSION OF BILLS FOR SUPPLIES MADE**

15. All bills / invoices should be raised in triplicate in the name of the ordering authority.

#### **PROCEDURE FOR PAYMENT**

16. (a) No advance payment towards the cost of Surgical & Suture items will be made to the Supplier. Payment of cost of the supplies will

be made by the Purchaser based on the reports of Quality Testing and "Materials Received Certificates" from the designated authorities at the points of supply as mentioned in the Purchase Order.

(b) All payments shall be made by way of cheques drawn in favour of the Supplier and Crossed Account Payee only.

**ASSIGNMENT OF CONTRACT PROHIBITED**

17. The Supplier shall not, at any time, assign, sub-let or make over the present Contract or the benefits thereof or any part thereof, to any person or persons whomsoever.

## TERMINATION OF CONTRACT ON BREACH OF CONDITION

18. (a) In case the Supplier fails or neglects or refuses to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Purchaser to forfeit the amount deposited by the Supplier as Security Deposit and cancel the Contract.

(b) In case the Supplier fails, neglects, or refuses to observe, perform, fulfill and keep, all or any one or more or any part of any one of the Covenants, stipulations and provisions herein contained, it shall be lawful for the Purchaser on any such failure, neglect or refusal, to put an end to this Agreement and thereupon every article, cause and thing herein contained on the part of the Purchaser shall cease and be void, and in case of any damage, loss, expense, differences in cost or other moneys than or at any time during the continuance of this Agreement becoming due or owing by the Supplier to the Purchaser, it will be opened for the Purchaser to recover from the Supplier, all such damages, losses, expenses, differences in cost or other moneys from out of any moneys for the time being payable to the Supplier under this and / or any other Contract and in case such last mentioned moneys are insufficient to cover all such damages, losses, expenses, differences in cost and other moneys as aforesaid, it shall be lawful for the Purchaser to appropriate the Security Deposit made by the Supplier as herein before mentioned to reimburse all such damages, losses, expenses, differences in cost and other moneys as the Purchaser shall have sustained, incurred or been put to by reason of the Supplier having been guilty of any such failure, negligence or refusal as aforesaid or other breach in the

performance of this Contract.

(c) If at any time during the course of the Contract, it is found that any information furnished by the Supplier to the Purchaser, either in his Tender or otherwise, is false, the Purchaser may put an end to the Contract / Agreement wholly or in part and thereupon the provisions of Clause (a) above shall apply.

19. The Purchaser reserves the right to terminate without assigning any reasons therefore the Contract / Agreement either wholly or in part without any notice to the Supplier. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract / Agreement by the Purchaser.

#### **NOTICES ETC. IN WRITING**

20. All Certificates or Notices or orders for time or for extra, varied or altered supplies which are to be the subject of extra or varied charges whether so described in the Agreement or not, shall be in writing, and unless in writing, shall not be valid, binding or be of any effect whatsoever.

#### **SUPPLIERS NOT TO HAVE ANY INTEREST IN THE OFFICERS CONCERNED AND SUBORDINATES**

21. The Supplier shall not be in any way interested in or concerned directly or indirectly with, any of the Officers, Subordinates or Servants of the Purchaser. In any trade, business or transactions nor shall the Supplier give or pay or promise to give or pay any such Officer, Subordinate or Servant directly or indirectly any money or fee or other consideration under designation of "Custom" or otherwise; nor shall the Supplier permit any person or persons whomsoever to interfere

in the management or performance hereof under power of attorney or otherwise without the consent in writing of the Purchaser obtained in first hand.

#### **BANKRUPTCY OF THE SUPPLIER**

22. In case the Supplier at any time during the continuance of the Contract becomes bankrupt or insolvent or commits any act of bankruptcy or insolvency under the provisions of any law in that behalf for the time being in force, or should compound with his creditors, it shall be lawful for the Purchaser to put an end to the Agreement, and thereupon every article, clause and thing herein contained to be operative on the part of the Purchaser, shall cease and be void and the Purchaser shall have all the rights and remedies given to him under the preceding clauses.

#### **SERVING OF NOTICES ON SUPPLIER**

23. All notices or communications relating to or arising out of this Agreement or any of the terms thereof shall be considered duly served on or given to the Supplier if delivered to him or left at his premises, place of business or abode.
24. And it is hereby agreed and declared between the parties hereto that in case any question of dispute arises touching the construction or wording of any clause herein contained on the rights, duties, liabilities of the parties hereto or any other way, touching or arising out of the presents, the decision of the Director of Medical Services in the matter shall be final and binding.
25. In the event of any disputes between the parties, the disputes would be subject to the jurisdiction of the Court of Madhya Pradesh or Honorable High Court of Madhya Pradesh. In witness whereof the Supplier and

the Director, Medical Services acting for and on behalf of the ordering authority and Govt. of Madhya Pradesh, the Purchaser, have set their hands the day, month and year first above written.

SUPPLIER

DIRECTOR MEDICAL SERVICES  
DIRECTORATE OF HEALTH SERVICES

Witness

Witness

1.

2.



**SCHEDULE**

**(Selected L1 items)**

<b>Sl.</b>	<b>Item Code</b>	<b>Name of the Surgical &amp; Suture items</b>	<b>Unit</b>	<b>L1 Rate (Rs.P)</b>	<b>Tender Quantity</b>	<b>Value</b>

**(Matched L1 items)**

<b>Sl.</b>	<b>Item Code</b>	<b>Name of the Surgical &amp; Suture items</b>	<b>Unit</b>	<b>Quoted Rate</b>	<b>Matched Rate</b>

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 60 days/1 year**  
**(In Terms of Unit Packs)**

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

**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 items supplied by the suppliers shall be subjected to quality test by the laboratories empanelled through open tender process.
4. The samples are collected from the Stores from each batch of supply of the same Surgical & Suture items 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 Surgical & Suture items.
5. If such sample passes quality test in all respects, ordering authority will instruct its store to issue such items of Surgical & Suture items 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 items 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 items of the batch are not qualified for issue and the supplier shall be informed to take back the Surgical & Suture items 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.
- . 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 Surgical & Suture items 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 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 should be blacklisted.
  
10. (a) When on complaint from Drug Inspector during their Test of field sample, that the particular Surgical & Suture items 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 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 items 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 at least 20% of the ordered quantity at the designated places as per the schedule within 30 days from the date of purchase order and atleast 70% of the ordered quantity at stores of ordering authority within 45<sup>th</sup> day from the date of purchase order, otherwise ordering authority will have the right to place orders not exceeding 30% of the ordered quantity from 31<sup>st</sup> day upto 45<sup>th</sup> day from the date of purchase order and upto 50% of the order quantity after 45<sup>th</sup> day from the date of purchase order respectively, on any other matched / unmatched supplier at the discretion of ordering authority. The risk and differential cost will be passed on to the original supplier.
  
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 *vis-majure* , then the ordering authority may pass appropriate order on merits of case.

**EXPLANATION:**

Increase in the cost of raw materials, Power failure, Labour strike, Lay



off, Closure of the factory would not be considered as act of *vis-majure*.

(b) If the supplier fails to execute atleast 50% of the quantity mentioned in single Purchase order and such part supply continues for three consecutive Purchase orders, then the supplier will be ineligible to participate in any of the tenders for particular items of Surgical & Suture 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.

**The black listing of particular item of the Surgical & Suture or the supplier is with out prejudice to the other penalty stipulated in the conditions of Tender Documents.**



**PURCHASE POLICY**

**DEFINITIONS:-**

1. Surgical & Suture items means and includes, for the purpose of this Drug Policy Medicines, Surgical, Sutures and Veterinary items
2. L1 rate means the rate declared by Govt. of Madhya Pradesh for Surgical & Suture items 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 items 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 items 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 items 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 items 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 Surgical & Suture items required, cost of unit of Surgical & Suture items, generic name and code of the Surgical & Suture items, destination, etc.,.
8. Supplier is a person with whom the Purchase Order is placed and who has agreed to supply the Surgical & Suture items 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 Surgical & Suture items 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 Surgical & Suture items quoted by him.

**ARTICLE 3.**

If two or more than two tenderers declared as L1 suppliers for the same item of Surgical & Suture items, 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 Surgical & Suture items 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 Surgical & Suture items 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.**

- (a) In the case of purchase of goods where the quantity offered at the lowest price is less than the total quantity required, the ordering

authority may, after placing orders with the lowest evaluated tenderer for the entire quantity offered by such tenderer subject to his ability to supply, require all the other eligible tenderers who participated in the tender and offered a price higher than that offered by the lowest evaluated tenderer, to submit sealed offers of the quantity they would be willing to supply at the price quoted by the lowest evaluated tenderer, and thereafter place orders for the remaining required quantity with all those who match the lowest evaluated price such that those who bid lower prices in the original tender get a higher priority for supply.

- (b) 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 is estopped from disputing the imposition of liquidated damages, fine for the delayed supply.

**ARTICLE 6.**

- (a) If the L1 supplier has failed to supply the required Surgical & Suture items with in the stipulated time or with in the time extended as the case may be, ordering authority will cancel the

purchase orders pending unexecuted and on cancellation,

- (b) Ordering authority will place Purchase Orders with the Matched L1 for purchase of the Surgical & Suture items, 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 Surgical & Suture items 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 Surgical & Suture items will be placed among them in equal proportions, 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 Surgical & Suture items required by ordering authority at the destination mentioned in the schedule, within the period stipulated in the Purchase Order.
- (b) The Surgical & Suture items 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 Surgical & Suture items at the specified destinations, submit Excise Invoice (Original), Test Report and other relevant documents etc., at the Head Office of ordering authority claiming payment for the supply made.
- (b) The supplier shall supply the Surgical & Suture items at the specified destination and submit the copy of excise invoice, copy of the Purchase order, Delivery Challan and other relevant documents at the destinations.

**ARTICLE 11.**

The supplier shall take utmost care in supplying the quality Surgical & Suture items and ensure that the batch number mentioned in the packages of the Surgical & Suture items 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 Surgical & Suture items 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 items 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 Hindi, 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 30 days from the date the Surgical & Suture items 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 Surgical & Suture items 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.

**List of Items quoted**

1. Name of the firm and address  
as given in Drug licence :
2. Drug Licence No. in form 25 & 28  
or import Licence No. :
3. Date of issue & validity :
4. Revised schedule M compliance  
Certificate obtained on :
5. Non-conviction Certificate  
Obtained on :
6. Market standing Certificate  
obtained on :
7. Details of Endorsement for  
all products quoted :

SI. No.	Item Code	Name for the Surgical & Suture item	Specifications	Date of Endorsement obtained from the State Drugs Controller	Whether Endorsement is in Generic or Trade Name
1.					

Authorised signatory :

Date :

**CHECK LIST**

**ANNEXURE - XIII  
Ref. Clause. 4(U)**

**COVER - A.**

1. Checklist - Annexure XII	<b>1</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. EMD in the form of DD shall be kept in an envelop. SSI/NSI certificate for exemption	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Documentary evidence for the constitutions of the company / concern	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Duly attested photocopy of Licence for the product duly approved by the Licencing authority for each and every product quoted.	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Duly attested photocopy of Import Licence, if imported.	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
6. The instruments such as power of attorney, resolution of board etc.,	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
7. Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender inviting Authority.	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
8. Market Standing Certificate issued by the Licensing Authority	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
9. True copy of record of manufacture to establish 3 years market standing.	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
10. Non Conviction Certificate issued by the Drugs Controller	<input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

11. Good Manufacturing Practices Certificate	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
12. Annual Turnover Statement for 3 Years (Annexure-V)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
13. Copies of balance sheet & profit loss account for three years	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
14. Annexure-I (Sales Tax clearance certificate)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
15. Annexure-II (Undertaking for embossment of logo)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
16. Declaration Form in Annexure-III	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
17. Proforma for Performance Statement (Annexure-IV)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
18. Proforma for submission of samples Annexure VII	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
19. Details of Manufacturing/Importing Unit in Annexure-IX	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
20. WHO, UNICEF, ISO certificates if any	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
21. Details of Technical personnel employed in the manufacture and testing	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
22. List of items quoted without rates. Annexure-XII	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
23. The Tender document signed by the tenderer in all pages with office seal.	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>