

Issued to M/s. _____

Sl . No:

NOT TRANSFERABLE

Ref. No. : 002/SURG/GOMP/2009-10, dt.25.01.2010

**DIRECTOR MEDICAL SERVICES ON BEHALF OF
GOVERNMENT OF MADHYA PRADESH
INVITES**

**TENDER FOR THE SUPPLY OF SURGICAL & SUTURE ITEMS TO
VARIOUS MEDICAL HEALTH INSTITUTIONS OF GOVT. OF
MADHYA PRADESH**

FOR THE YEAR 2010-2011

**LAST DATE FOR RECEIPT OF TENDER: 25.02.2010 at 11.00 A.M.
AT IInd FLOOR, 417, PANTHEON ROAD, EGMORE, CHENNAI-600 008.**

**DIRECTOR MEDICAL SERVICES
ON BEHALF OF GOVT.OF MADHYA PRADESH AT
4TH FLOOR, SATPURA BHAWAN, BHOPAL - 462 004.**

**TENDER FOR THE SUPPLY OF SURGICAL & SUTURE ITEMS TO VARIOUS
MEDICAL HEALTH INSTITUTIONS OF GOVT. OF MADHYA PRADESH FOR THE
YEAR 2010-2011**

TENDER REFERENCE	:	002/SURG/GOMP/2009-10, Dt.25.01.2010
DATE OF COMMENCEMENT OF SALE OF TENDER DOCUMENT	:	25.01.2010
PREBID MEETING WILL BE HELD ON	:	06.02.2010 at 11.00 A.M. at 3rd Floor, 417, Pantheon Road, Egmore, Chennai- 600 008.
LAST DATE FOR SALE OF TENDER DOCUMENT	:	24.02.2010
LAST DATE AND TIME FOR RECEIPT OF TENDER	:	25.02.2010 upto 11.00 A.M.
TIME AND DATE OF OPENING OF TENDER	:	25.02.2010 at 11.30 A.M
PLACE OF SUBMISSION AND OPENING OF TENDER	:	No.417, 3rd Floor, Pantheon Road, Egmore, Chennai-600 008.
ADDRESS FOR COMMUNICATION	:	Director Medical Services, Directorate of Health Services, 4th Floor, Satpura Bhawan, Bhopal - 462 004.
COST OF THE TENDER DOCUMENT	:	Rs.5625/- (Inclusive of Tax) Rs.250/- (Extra for postal charges)

CONTENTS

Sl.No.	Descriptions	Page No.
1.	Last Date for receipt of Tender	
2.	Eligibility Criteria	
3.	General Conditions	
4.	Technical Bid –Cover “A”	
5.	Price Bid – Cover “B”	
6.	Opening of Cover “A” and Cover “B” of Tender	
7.	Earnest Money Deposit	
8.	EMD Exemption to Small Scale Industries	
9.	Other Conditions	
10.	Acceptance of Tender	
11.	Security Deposit	
12.	Agreement	
13.	Supply Conditions	
14.	Logograms	
15.	Packing	
16.	Quality Testing	
17.	Payment Provisions	
18.	Deduction in Payments	
19.	Quality Control and other penalties	
20.	Purchase Policy	
21.	Blacklisting Procedure	

Sl.No.	Descriptions	Page No.
22.	Saving Clause	
23.	Jurisdiction	
24.	Annexure-I (Sales Tax Clearance Certificate)	
25.	Annexure-II (Declaration Form)	
26.	Annexure-III (Declaration Form)	
27.	Annexure-IV (Proforma for Performance Certificate)	
28.	Annexure-V (Annual Turnover Statement)	
29.	Annexure-VI (Details of require Surgical & Suture it...)	
30.	Annexure-VII (Proforma for submission of samples)	
31.	Annexure-VIII (Agreement)	
32.	Annexure-IX (Details of Manufacturing Unit)	
33.	Annexure-X (Procedure for Blacklisting)	
34.	Annexure-XI (Purchase Policy)	
35.	Annexure-XII List of Items quoted	
36.	Annexure-XIII (Check List)	
37.	Annexure-XIV (The Landed Price)	
38.	Annexure-XV (Break up Details of Landed Price)	

**TENDER FOR THE SUPPLY OF SURGICAL & SUTURE ITEMS TO VARIOUS
MEDICAL HEALTH INSTITUTIONS OF GOVT. OF MADHYA PRADESH FOR THE
YEAR 2010-2011**

Director Medical Service for and on behalf of Govt. of Madhya Pradesh (**GOMP**), (hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires) invites TENDER FOR THE SUPPLY OF SURGICAL & SUTURE ITEMS TO VARIOUS MEDICAL HEALTH INSTITUTIONS OF GOVT. OF MADHYA PRADESH FOR THE YEAR 2010-11.

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

- (a) Sealed Tenders [in two separate covers {Technical bid (Cover "A") and Price Bid (Cover "B")}]] will be received till **11.00.A.M.** on **25.02.2010** by the Director Medical Services on behalf of Govt. of Madhya Pradesh at **No. 417, Pantheon Road, 2nd Floor, Egmore, Chennai-8**, for the supply of Surgical & Suture items to various Medical Health Institutions of Govt. of Madhya Pradesh for the year 2010-2011.
- (b) The bid will be valid for a period of 90 days from the date of opening of Cover B (Price Bid) and prior to the expiration of the bid validity the Tender Inviting Authority may request the tenderers to extend the bid validity for another period of 30 days. The tenderer may refuse extension of bid validity without forfeiting the Earnest Money deposit.

2. ELIGIBILITY CRITERIA

- (a) Tenderer shall be a manufacturer having valid manufacturing license or direct importer holding valid import license. Distributors / Suppliers / Loan licensee are not eligible to participate in the Tenders.
- (b) Average Annual turnover in the last three years i.e. 2006-07, 2007-08 and 2008-09 shall not be less than **Rs. 1 Crores** and turnover for the year 2008-09 should also be not less than **Rs.1 Crores**.
- (c) (i) Tenderer should atleast have 3 years Market Standing as a manufacturer / importer for each item quoted in the tender.

ii) Tenderer should have permission to manufacture the item quoted as per specification in the tender from the competent authority.
- (d) Tender should not be submitted for the product/ products for which the concern / company has been blacklisted either by Govt. of Madhya Pradesh or by any other State / Central Government organization.
- (e) The Company / Firm which 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.

3. **GENERAL CONDITIONS.**

- (i) No preferential treatment to SSI units is permissible as per Govt. of Madhya Pradesh directives. However, SSI units of the Madhya Pradesh State can participate in this National tender.
- (ii) A complete set of tender documents may be purchased by any interested eligible person on an application in writing and upon payment of a non refundable fee as indicated in the advertisement in the form of Demand draft drawn in favour of Director Medical Services, payable at Bhopal.
- (iii) Tender document may be purchased **at 417, IInd Floor, Pantheon Road, Egmore, Chennai-600 008** between 10.00 A.M. to 5.00 P.M. on or before **24.02.2010** on all working days either in person or by post. Tender Inviting Authority will not be responsible in any way for postal delay.
- (iv) All tenders must be accompanied with Earnest Money Deposit as specified in clause 4.1(a) of the Tender document.
- v) Tenders will be opened in the presence of tenderers / authorized representatives who choose to attend on the specified date and time, at No. 417, Pantheon Road, IIIrd floor, Egmore, Chennai-600 008.

- vi) 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 the condition in Tender documents by an amendment. All the prospective tenderers who have received the tender document will be notified of the amendment in writing and that will be binding on them. 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.
- (vii) Interested eligible tenderers may obtain further information in this regard from the office of the Tender Inviting Authority.

4 TECHNICAL BID - COVER "A"

- 1) The tenderer should furnish the followings in a separate cover hereafter called "Cover A".
- (a) Earnest Money Deposit shall be Rs.50,000/- in the form of Fixed Deposit receipt (pledged to Director Medical Service, Madhya Pradesh) or Demand Draft drawn in favour of Director Medical Services, payable at Bhopal. No exemption from payment of EMD is permitted.
- (b) Documentary evidence for the constitution of the company /concern 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 tenderer should furnish attested photocopy of the valid 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 up to date and the items quoted shall be clearly highlighted in the license.
- (d) Attested photocopy of the valid import license in Form 10 accompanied with Form 9 and Form 41 (as per Rule 122A of Drugs and Cosmetics Act), if the product is imported. The license must have been renewed up to date. A copy of a valid license for the sale of Surgical & Suture items imported by the firms issued by the licensing authority shall be enclosed.
- (e) The instruments such as power of attorney, resolution of board etc., authorizing an officer of the tenderer should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the tenderer should sign the tender documents.
- (f) Authorization letter nominating a responsible person of the tenderer to transact the business with the Tender Inviting Authority.
- (g) Market Standing Certificate issued by the Licencing Authority as a Manufacturer for each Surgical and Suture items quoted 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 3 years.

- (h) True copy of record of manufacture / import to establish no. of years of market standing as in **Annexure-IV**, as applicable.
- (i) Non-conviction Certificate issued by the Drugs Controller of the state certifying that the Surgical and Suture items quoted (along with list of items) have not be cancelled during last three years.
- (j) Current Good manufacturing practices Certificate (cGMP) as per revised Schedule-'M' (for manufacturers only) issued by the Licensing Authority. The Importer should produce the WHO GMP with CoPP of the manufacturing firm. The tenderer shall also furnish a notarized affidavit in the format given in **Annexure-III** declaring that the tenderer complies the requirements of cGMP (as per revised **Schedule-'M'**).
- (k) Annual turnover statement for 3 years i.e., 2006-07, 2007-08 and 2008-09 in the format given in **Annexure-V** certified by the practicing Chartered Accountant.
- (l) Copies of the Balance Sheet and Profit and Loss Account for the three years i.e. 2006-07, 2007-08 and 2008-09 duly certified by the practicing Chartered Accountant.
- (m) Sales Tax Clearance certificate, as on 31.03.2009 (as per form attached in

Annexure-I).

- (n) Undertaking (as in the proforma given in **Annexure-II**) for embossment of logo on strip of Surgical and Suture items as the case may be, and for supply of Surgical and Suture items as per conditions specified at Clause 15 herein, notarized by the Notary Public.
- (o) Declaration to the effect that the sample can be subjected to any (or all) types of Clinical / Laboratory Tests, as is deemed fit by the Tender Inviting Authority.
- (p) Details of Manufacturing Unit in **Annexure-IX**. The details shall contain the name and address of the premises where the items quoted are actually manufactured.
- (q) Documents, if any, to show that the manufacturing unit / importer has been recognized, by WHO, UNICEF, ISO Certificate etc.,
- (r) Details of technical personnel employed in the manufacture and testing of Surgical and Suture items (Employee Name, Qualification, Experience) as endorsed in license.
- (s) List of items quoted in duplicate (The name and Surgical & Suture code of the Items quoted alone should be furnished and the **rates of those items should not be indicated in this list**), as shown in the **Annexure-XII**.

- (t) The tender document should be signed by the tenderer in all pages with office seal.
- (u) A Checklist (**Annexure-XIII**) for the list of documents enclosed with their page number. The documents should be serially arranged as per this **Annexure-XIII** and should be securely tied or bound.

4.2. The above documents should be sealed in a separate Cover Superscribed as **"TECHNICAL BID - COVER "A" - TENDER FOR THE SUPPLY OF SURGICAL & SUTURE ITEMS TO VARIOUS MEDICAL HEALTH INSTITUTIONS OF GOVT. OF MADHYA PRADESH FOR THE YEAR 2010-11 DUE ON 25.02.2010 AT 11.00 A.M.**

TO BE ADDRESSED TO "THE DIRECTOR MEDICAL SERVICE (ON BEHALF OF GOVT. OF MADHYA PRADESH), NO. 417, PANTHEON ROAD, 2ND FLOOR, EGMORE, CHENNAI- 600 008"

5. (1). PRICE BID - COVER "B"

1. Cover "B" contains Price Bid of the Tenderer.
 - (i) Bid should be typewritten and every correction and interlineation in the bid should be attested with full signature by the tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.
 - (ii) Each page of the price bid should be duly signed by the tenderer affixing the

office seal.

- (iii) The tenderer shall fill in the rate in the **Annexure-XIV** and **Annexure-XV** for item/s quoted and also in the Compact Disc (CD) (sold with tender document) and such filled in **Annexure-XIV** and **Annexure-XV** along with the Compact Disc (CD) (Soft Copy) should be submitted.

- iv) In determining the lowest evaluated price, (the rate quoted per unit or landed price in **Annexure-XIV**) the evaluation shall include all central duties such as customs duty and central excise duty but exclusive of sales tax as detailed below:
 - a) In evaluation of the price of an imported item, the price has to be determined inclusive of the customs duty;
 - b) In evaluation of the price of articles which are subject to excise duty, the price has to be determined inclusive of such excise duty;
 - c) For evaluation, price exclusive of Sales Tax will be taken

- v) The rate quoted in column 8 of **Annexure-XIV** should be for a unit and given specification. The tenderer is not permitted to change / alter specification or unit size given in the **Annexure XIV**.

- (vi) The tenderer is required to furnish the break up details of landed price in **Annexure-XV**.

- (vii) The rate quoted in column 8 of **Annexure-XIV** and in column 8 of **Annexure-XV** should be one and the same.
- (viii) The details of rates and manufacturing capacity given in **Annexure-XIV** should also be entered clearly in the Compact Disc (CD) as per the instructions given along with the tender. In the event of any discrepancy between the entries in the CD and the original bidding document, the entries in the bidding document will prevail and the entries in the CD will be corrected accordingly at the time of price evaluation.
- (ix) The bidder shall necessarily quote the excise duty or customs duty applicable and when the item is excisable or imported as the case may be.
- (x) The bidder shall specifically mention “ **EXEMPTED** ” when the item is excisable but exempted for time being, based on turn over or for any other grounds by the notification issued by the Government of India (**Also refer clause 18(6)**).
- (xi) 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.
- (xii) The bidder who has quoted excise “ **NIL** ” in **ANNEXURE-XV** and the item is excisable, at award of contract, will be eligible for payment only on production

of invoices drawn as per Central Excise Rules.

5. (2). The tenderers shall submit duly signed **Annexure-XIV and Annexure-XV** and soft copy of **Annexure-XIV and Annexure-XV** (Compact Disc (CD)) in a sealed cover Superscribed as **"PRICE BID COVER "B" - TENDER FOR THE SUPPLY OF SURGICAL & SUTURE ITEMS TO VARIOUS MEDICAL HEALTH INSTITUTIONS OF GOVT. OF MADHYA PRADESH FOR THE YEAR 2010-11"**

The "Cover B" should also be addressed to **"THE DIRECTOR MEDICAL SERVICE (ON BEHALF OF GOVT. OF MADHYA PRADESH), NO .417, PANTHEON ROAD, 2ND FLOOR, EGMORE, CHENNAI -600 008.**

- 5 (3). Two separately sealed covers {Technical bid (Cover "A")} {Refer Clause No.4.2} and Price Bid (Cover "B")} { Refer clause 5.(2) } shall be placed in a cover which shall be sealed and Superscribed as **"TENDER FOR THE SUPPLY OF SURGICAL & SUTURE ITEMS TO VARIOUS MEDICAL HEALTH INSTITUTIONS OF GOVT. OF MADHYA PRADESH FOR THE YEAR 2010-2011 DUE ON 25. 02. 2010 AT 11.00 A.M. and addressed to THE DIRECTOR MEDICAL SERVICE (ON BEHALF OF GOVT. OF MADHYA PRADESH), NO.417, 2ND FLOOR, PANTHEON ROAD, EGMORE, CHENNAI - 600 008.** which shall be submitted within the date and time as specified in Clause 1(a)

- 5.(4). If the last date for submission of Tender is declared holiday, the tenders may be submitted on the next working day upto 11.00 A.M.

6. **OPENING OF COVER "A" AND COVER "B" OF TENDER**

- (a) All tenderers are entitled to be present at the date and time for opening of Technical Bid - Cover "A" of the tender submitted by them.
- (b) The tender will be scrutinized by tender evaluation committee formed by GOMP and inspection of manufacturing unit for compliance of GMP would be carried out by technical committee and clinical evaluation of the samples by the technical committee. Tenderers, who were found eligible on satisfying the criteria for technical evaluation, clinical evaluation and inspection, will only be invited to be present at the date and time for opening of Price Bid - Cover "B" of the tender.

7. **EARNEST MONEY DEPOSIT**

The Earnest Money Deposit referred to at Clause 4.1(a) shall be Rs.50,000/-. The Earnest Money Deposit shall be paid in the form of Fixed Deposit Receipt (pledged to Director Medical Services) or Demand Draft, favouring Director Medical Service, payable at Bhopal. This should be enclosed with the tender in Cover "A". **Earnest Money Deposit in the form of Cheque / Cash / Postal order will not be accepted.** Earnest Money Deposit will not earn interest.

8. **EARNEST MONEY DEPOSIT EXEMPTION**

- (1) No exemption from payment of EMD is permitted

(2).(i) The tenders submitted without sufficient EMD will be summarily rejected.

(ii) The Earnest Money Deposit of the Tender will be forfeited without further notice, if it is found that the manufacturing unit of the tenderer does not comply with cGMP but furnished an affidavit as in **Annexure-III.**

9. **PRODUCTION OF SAMPLES**

The tenderer who have qualified in technical evaluation of Cover "A", shall furnish samples of every item tendered, free of cost. The items submitted as samples should be of the same specifications for which the tender has been quoted. Any deviation from this will result in rejection of the sample. The supplies should confirm to the approved samples.

(a) The type and nature of test for clinical evaluation is the prerogative of the Tender Inviting Authority.

(b) The samples of items described in the tender should be submitted and the rate quoted as per clause 5 shall be for the sample furnished.

(c) The samples submitted should be tagged individually with a label in the

format given below. The particulars on the tag should be furnished in indelible ink securely fastened to the sample. In case of sterile items the label should be fastened in a manner such that sterility will not be lost.

MODEL LABEL

GOMP TENDER 2010 - 2011

Code No	:	MR026
Name	:	Urinary Drainage Bag
No. of Unit submitted	:	3
Name of the Tenderer	:	XXX Pvt. Ltd.,
Date	:	

(d) The samples shall be submitted on the date and time prescribed by Tender Inviting Authority / Authorized representatives. The date and time for individual Tenderer for submission of sample will be fixed by Tender Inviting Authority / Authorized representatives and this should be strictly adhered to, to avert last minute rush and confusion. There will be "No deviation" from this clause under any circumstances.

(e) The tenderer should submit, along with the samples, the list of sample items in the given Format in **Annexure-VII** duly signed in triplicate.

10. **OTHER CONDITIONS**

1. The orders will be placed by the competent authorities of Health, Medical Education., and GAS Rahat of Govt. of Madhya Pradesh (**hereinafter referred to as Ordering Authority**) in their respective jurisdictions;

a. Chief Medical & Health Officer

b. Chief Medical & Health Officer, GAS Rahat.

c. Civil Surgeon cum Chief Hospital Superintendent

d. Superintendent, Special Hospitals

e. Superintendent, Gas Rahat Hospitals

f. Superintendent cum Joint Director Medical College

2. The details of the required Surgical and Suture items are shown in

Annexure-VI. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority. The rates quoted should not vary with the quantum of the order or the destination.

3. Tender has been called for in the **generic names**. 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-VI**. Any variation, if found, will result in the rejection of the tender.
4. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, but exclusive Sales Tax) should be quoted for each of the required Surgical and Suture items etc., separately on door delivery basis according to the unit ordered. Tender for the supply of Surgical and Suture items etc. with 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.
5. 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.
6. 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.

7. To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to fix more than one supplier to supply the requirements among the qualified tenderers.
8. The rates quoted and accepted will be binding on the tenderer during validity of the bid and any increase in the price (except increase due to Excise Duty) will not be entertained till the completion of this tender period.
9. 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. 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.
10. Supplies should be made directly by the bidder and not through any other

agency.

11. The tenderer shall allow inspection of the factory at any time by a team of Experts/Officials of the Tender Inviting Authority and or of the Govt. of Madhya Pradesh. 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 a Company/Firm does not allow for any such inspection their tenders will be rejected.

11. ACCEPTANCE OF TENDER

1. The rate evaluation committee formed by Director Medical Service, Govt. 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 tax (landed price) for determining the L1 rate (Lowest rate).
2. Tender Inviting Authority reserves the right to accept or reject the tender for the supply of all or any one or more items of the surgical & suture items tendered for in a tender without assigning any reason.
3. Tender Inviting Authority, or his authorized representative(s) or the authorized representative(s) of Govt. of Madhya Pradesh 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 any point of time during the continuance of tender and also has the right to reject the tender or terminate / cancel the purchase orders issued and or not to reorder, based on adverse

reports brought out during such inspections.

4. The acceptance of the tenders will be communicated to the successful tenderers in writing by the tender inviting authority.
5. The rates of the successful tenderers would be valid for one year as Annual rate contract and extendable by 3 months by mutual consent.

12. SECURITY DEPOSIT

The Successful tenderer shall be required to pay Security Deposit as detailed below:

(a) Total value of contract undertaken upto Rs.1 lakhs	Rs.5,000/-
(b) Total value of contract undertaken Exceeding Rs.1 lakhs and upto Rs.5 lakhs	Rs.25,000/-
(c) Total value of contract undertaken Exceeding Rs.5 lakhs and upto Rs.10 lakhs	Rs.50,000/-
(d) Total value of contract undertaken Exceeding Rs.10 lakhs and up to Rs.20 lakhs	Rs.1,00,000/-
(e) Total value of contract undertaken Exceeding Rs.20 lakhs and up to Rs.50 lakhs	Rs.2,00,000/-
(f) Total value of contract undertaken Exceeding Rs.50 lakhs and upto Rs.1.00 Crores	Rs.5,00,000/-
(g) Total Value of contract undertaken Exceeding Rs.1.00 Crores	Rs.5.00 Lakhs Plus @ 5% of the order value over and above Rs.1.00 Crores.

The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by tender inviting authority in the form of **Fixed Deposit Receipt(pledged to Director Medical Service) or Demand Draft or Bank Guarantee**

drawn in favour of the Director Medical Service, Government of Madhya Pradesh, payable at Bhopal, viz. Tender inviting authority before releasing the purchase order by the ordering authority.

13. **AGREEMENT**

- (a) The successful tenderer shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation with the Tender Inviting Authority, viz., the **Director Medical Services, Govt. of Madhya Pradesh**. The Specimen form of agreement is available in **Annexure-VIII**.
- (b) The tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever
- (c) **All notices or communications relating to arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the tenderer if delivered to him or left at the premises, places of business or abode.**

14. **SUPPLY CONDITIONS**

- 1. Purchase orders along with the delivery destinations will be placed on the successful tenderer at the discretion of the Ordering Authority.
- 2. The supply should be started within 30 days from the date of purchase order and should be completed within 45 days from the date of purchase

order.

3. 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 surgical and suture items(covered in SCHEDULE P of Drug and Cosmetics Act) should have a maximum potency throughout the shelf life period as prescribed in the Drug and Cosmetics Act 1940 and rules there under. All other items of Surgical & Suture items should have self - life of minimum 2 years from the date of manufacture. The Surgical and Suture items should be supplied within 30 days from date of manufacture. All surgical & suture items supplied should have atleast a minimum of 3/4th of the shelf life of the surgical & suture items supplied at the time of supply.

4. The tenderer must submit a Test Analysis report from a Government approved Laboratory for every batch of Surgical & Suture items along with invoice. In case of failure on the part of the supplier to furnish such report, the batch of Surgical & Suture items will be returned back to the suppliers and he is bound to replenish the same with Govt. approved lab test report.

The Surgical & Suture items supplied by the successful tenderer shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the Annexure

5. Tenderer shall supply the product, at the designated places within 30 days from the date of manufacture of that product. In case, the product received after 30 days from date of manufacture and the product not consumed before its expiry date, the supplier should replace the expired quantity with fresh stock of long shelf life, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered, if payment for the above supply has been made already.
6. If the tenderer fails to execute the supply within the stipulated time, the Tender Inviting Authority is at liberty to make alternative purchase of the items of Surgical & Suture items 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.
7. The order stands cancelled at the end of 60th day after levying penalty on the value of unexecuted order. Penalties shall also thereafter apply to the tenderer as specified at Clauses 20. Apart from risk / alternate purchase action, the tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like blacklisting / disqualification from participating in present and future tenders of Tender Inviting Authority / ordering authority.

8. It shall be the responsibility of the supplier for any shortages/ damage at the time of receipt in the designated places. Ordering Authority is not responsible for the stock of Surgical & Suture items received, for which no order is placed.
9. The tenderer shall take back the Surgical and Suture items, which are not utilized by the ordering authority within the shelf life period based on mutual agreement.
10. If at any time the tenderer has, in the opinion of the ordering authority, delayed in making any supply by reason of any riots, mutinies, wars, fire, storm, tempest or other exceptional cause on a specific request made by the tenderer within 7 days from the date of such incident, the time for making supply may be extended by the ordering authority at its discretion for such period as may be considered reasonable. The exceptional causes do not include the scarcity of raw material, power cut, labour disputes.
11. 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 Tender Inviting Authority in any trade or business or transactions nor shall the supplier give or pay promise to give or pay any such officers, subordinates or servants directly or indirectly any money or fee or other considerations under designation of "Customs" or otherwise, nor shall the supplier permit any person or persons whom so ever to interfere in the management or

performance hereof under the power of attorney or otherwise without the prior consent in writing of the Tender Inviting Authority.

15. **LOGOGRAMS**

Logogram means, wherever the context occurs, the design as specified in **Annexure-II. The name of the Surgical and Suture items shall be mentioned in Hindi and English.**

1. Tenders for the supply for Surgical & Suture items etc., shall be considered only if the tenderer gives undertaking in his tender that the supply will be prepared and packed with the logogram either printed or embossed, as per the design enclosed as per **Annexure-II**.
2. All Surgical & Suture items have to be supplied in standard packing with printed logogram and shall also conform to Schedule P1 of the Drug and Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted.
3. Failure to supply Surgical & Suture items, with the logogram will be treated as breach of the terms of agreement and liquidated damages will be deducted from bills payable as per condition in Clause 19(5).

Tenderers who are not willing to agree to conditions above will be summarily rejected.

16. **PACKING**

1. The Surgicals and Sutures shall be supplied in the package specified in **Annexure-VI** and the package shall carry the logograms specified in **Annexure-II**.
2. The packing in each carton shall be strictly as per the specification mentioned in **Annexure-VII**. Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties.
3. It should be ensured that only first hand fresh packaging material of uniform size.
4. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.
5. Packing should be able to prevent damage or deterioration during transit.
6. In the event of items of Surgical & Suture supplied found to be **not as per specifications in respect of their packing**, the Ordering Authority is at liberty to make alternative purchase of the items of Surgical & Suture 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 ordering authority has every right to recover the cost and impose penalty

as mentioned in Clause 20.

17. **QUALITY TESTING**

1. Samples of supplies in each batch will be chosen at the point of supply or distribution / storage points for testing. (The samples would be sent to different laboratories for testing by the ordering authority after coding). Handling and testing charges will be deducted by ordering authority for the above purpose, as specified in Clause 19.1.
2. The samples will 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.
3. In the event of the samples of Surgical & Suture items supplied failing quality tests or found to be not as per specifications the ordering authority is at liberty to make alternative purchase of the items of Surgical & Suture items 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 ordering authority has every right to recover the cost and impose penalty as mentioned in Clause 20.

4. 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.

18. **PAYMENT PROVISIONS**

1. No advance payments towards costs of Surgical & Suture items, will be made to the tenderer.
2. The verification of the bills of the supplier and supplied items / 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. Payment would be made by the Ordering authority / Procurement Officer of GOMP of the institution from the allocated budget to the Health institutions.
3. On receipt of the analytical report regarding quality the payment would be made in 30days and responsibility would rest with respective CMHO, Civil Surgeon and all other Procurement Officers. The payment will be made within **45 to 60 days** of the receipt of Surgical & Suture items and pass in the quality tests.
4. All bills/ Invoices should be raised in triplicate and in the case of excisable Surgical & Suture items, the bills should be drawn as per Central Excise

Rules in the name of the authority as may be designated.

5. Payments for supply will be considered only after supply of 70% of items of Surgical & Suture ordered in the Purchase Order PROVIDED reports of Standard Quality on samples testing received from Government Analyst or Approved Laboratories of ordering authority.

6. 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 ordering authority immediately about such reduction in the contracted prices. ordering 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.

7. (a) 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 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 ordering authority and also must claim the same in the invoice separately.

Similarly if there is any reduction in the rate of essential Surgical & Suture items, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of essential Surgical & Suture items will be deducted without any change in the basic price of the price structure of the Surgical & Suture items approved under the tender.

(b) 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.

19. **DEDUCTION IN PAYMENTS:**

1. In all supplies, 1.5% of the supply value shall be deducted towards handling & testing charges.
2. If the supply reaches the designated places between 5 PM of the 45th day and 5 PM of 60th day from the date of purchase order, a liquidated damages will be levied at 0.5% per day for delayed supply between 46th day and 60th day up to a maximum of 7.5%, irrespective of the ordering authority having actually suffered any damage/loss or not, on account of delay in effecting supply.
3. If there is any unexecuted orders after 5 PM of 60th 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.

4. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty on the total value of supply to that the destination place. Further the Performance Security (SD) would be forfeited with a notice to the supplier.

5. 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 a **separate damages** will be levied @ 2% irrespective of the ordering authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No.15.3.

20. **QUALITY CONTROL DEDUCTION & OTHER PENALTIES:**

1. If the successful tenderer fails to execute the agreement and / or to deposit the required security deposit within the time specified or withdraws his tender after the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited by the Tender Inviting

Authority and he will also be liable for all damages sustained by the Tender Inviting Authority apart from blacklisting the supplier for a period of one year.

2. If the samples do not conform to statutory standards, the supplier will be liable for relevant action under the existing laws and the entire stock in such batch should be taken back by the supplier within a period of 30 days of the receipt of the letter from ordering authority. The stock shall be taken back at the expense of the supplier. Ordering authority has the right to destroy such NOT OF STANDARD ITEMS if the supplier does not take back the goods within the stipulated time. ordering authority will arrange to destroy the NOT OF STANDARD ITEMS 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 items rejected till such destruction.
3. If any items of Surgical & Suture 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 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. In other words the supplier will not be entitled to any payment whatsoever for Items of Surgical & Suture found to be of NOT OF STANDARD QUALITY whether consumed or not consumed

and the ordering authority is entitled to deduct the cost of such batch of Surgical & Suture items from the any amount payable to the tenderer. On the basis of nature of failure, the product /supplier will be moved for Black Listing.

4. For supply of Surgical & Suture items of NOT OF STANDARD QUALITY the Director of Drugs Control will be informed for initiating necessary action on the supplier and that product shall be blacklisted and no further supplies accepted from him till he is legally discharged. The supplier shall also not be eligible to participate in tenders of ordering authority for supply of such Surgical & Suture items for a period of five subsequent years.
5. The supplier shall furnish the source of procurement of raw materials utilized in the formulations if required by ordering authority. Ordering Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.
6. The decision of the ordering authority or any Officer authorized by him as to the quality of the supplied Surgical, Suture etc., shall be final and binding.
7. Ordering 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.

8. 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 ordering authority, in consequence of the termination which may be recovered personally from the supplier or from his properties, as per rules.
9. Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.
10. (a) In the event of making ALTERNATIVE PURCHASE, as specified in Clause 14.6, Clause 15.3 and in Clause 17.3 the supplier will be imposed penalty apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the ordering 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.

(b) Aggrieved by the decision or levy of fine by the Ordering Authority, the supplier can make an appeal with the concerned Directors. Aggrieved by the decision of the concerned Director, the supplier can take up the appeal with the Tender Inviting Authority.

11. In all the above conditions, the decision **of the Tender Inviting Authority, viz. Director Medical Services, Health and Family Welfare Department, Govt. of Madhya Pradesh 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.

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

21. **PURCHASE POLICY**

The purchase policy of the ordering authority is in **Annexure-XI**. This policy is in addition to and not in derogation of the terms and conditions of the tender documents.

22. **BLACKLISTING PROCEDURE**

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

23. **SAVING CLAUSE**

No suit, prosecution or any legal proceedings shall lie against Tender Inviting Authority or any person for anything that is done in good faith or intended to be

done in pursuance of tender.

24. **JURISDICTION**

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

the city of Chennai only.