



ALL INDIA INSTITUTE OF MEDICAL SCIENCES (AIIMS) BHOPAL

Saket Nagar, Bhopal-462020 (Madhya Pradesh) India

Website : www.aiimsbhopal.edu.in

OFFICE OF THE DIRECTOR

Tender cost (Including VAT) Rs.1050.00

(SCHEDULE – ‘A’)

Sr. No. of Tender - Tender No. 82.5: AIIMS Bhopal/MSO/Hospital Complex/Surgical Consumables/2014-15/01

Dated: 25.10.2014

File No. - MSO/2014-15/056/Tender for Surgical Consumables.

Name of the party in whose

favour the Tender form has

Been issued

(SEAL OF THE OFFICER)

(if downloaded directly from www.aiimsbhopal.edu.in, please mentioned clearly in above rows)

The Director,

All India institute of Medical Sciences,

Saket Nagar, Bhopal-462020

Dear Sir,

1. I/We, the undersigned, hereby submit my/our tender for the Registration of firm/company for supply of **Surgical Consumables** on two years rate contract basis.
2. I/We are now enclosing herewith the Bank Guarantee/D.D.No.____Dated_____for **Rs.50, 000** drawn in favour of the **DIRECTOR, AIIMS-Bhopal** "towards EMD/BID Security and shall remain in the custody of the AIIMS Bhopal till decision as to the acceptance of the tender is known. Once the tender is decided, the performance security @ 5% of the contract value will be furnished by the undersigned (approved firm).Tenders not accompanied with EMD/Bid Security along with Technical Bid (Part-I) shall be summarily rejected.
3. I/We have noted that over written entries shall be deleted unless duly cut, re-written, initialed, duly signed and sealed (No thumb impression should be affixed).
4. I/we certify that I/we have gone through and agree to the terms & conditions mentioned herein and undertake to comply with them for the contract period (valid for two years from the date of signing of the agreement deed plus extendable up to six months if required).
5. I/we, the undersigned, hereby bind myself/ourselves to supply the **Surgical Consumables** to Director, AIIMS-Bhopal, during the validity of this rate-contract.
6. That the **Surgical Consumables** items shall be of confirming manufacturing/quality certificates i.e. ISO 9001:2008, 13485:2003, EuCE/BSI/ISI and as applicable under relevant law of the country. The test report of the supplied batch of **Surgical Consumables** will be on Form-39 (report of analysis) and as per the requirement of the hospital. The decision of the Director, AIIMS Bhopal or his nominee as regards the quality and kind of the articles shall be final and binding on me. **All items quoted must meet the standard and quality norms.**
7. AIIMS Bhopal is not bound to take all or any of the articles enumerated in the appendix in full or in part of the estimated quantity, as the same is "**indicative**" in nature.
8. I/we agree that in case of failure to supply the material within the stipulated date of delivery, AIIMS Bhopal reserves the right to arrange the same from the market/other source at my/our risk and cost therefore will be recovered from my pending bills if any or security deposit.
9. I/we shall submit the samples of the items quoted as and when required and in case I/we fail to do so, the earnest money deposited by me/us can be forfeited by the Institute, and my/our quotations may not be considered for this tender.
10. The conditions contained herein shall form part of and shall be taken as if they are included in the agreement to be entered into or treated as agreement itself at the discretion of the Director.
11. I/we shall execute an agreement on Non-judicial Stamp paper of Rs. 100/- (Rupees hundred only) in case my/our tender is accepted and an agreement will be executed by me within 10 days of the intimation of acceptance of rates for the tender failing which, my/our security deposit will be forfeited and firm's name will be removed from the list of vendors at the AIIMS, Bhopal.
12. I/we also agree that AIIMS Bhopal reserves the right to test the supplies made by me/us with reference to applicable reference certificates of quality check, at any point of time for testing its quality. In case, the supplies are found to be of inferior quality, AIIMS Bhopal reserves the right to take decision on same till the items are consumed.

Yours faithfully,

Signature of Tenderer with full address

WITNESS _____

WITNESS _____

(SCHEDULE – 'B')

GENERAL INTRODUCTION AND TERMS & CONDITIONS

**Tender For
"Annual Rate Contract of Surgical Consumables for IPD"
At
All India Institute of Medical Sciences, Bhopal-462020**

- 1) Tender Enquiry No. : MSO/2014-15/056/Tender for Surgical Consumables
 - 2) NIT Issue Date: 25/10/2014
 - 3) Pre bid Meeting: 07-11-2014 at 12:00 AM in the MS Office, Hospital Complex, AIIMS, Saket Nagar, Bhopal-462020
 - 4) Last Date of Submission: 21/11/2014 at 02:00 PM
 - 5) Technical BID Opening: 21/11/2014 at 03:30 PM
 - 6) For any query contact Mr. Dhananjay K Singh – Mobile : 09589260800 or mail on ghananjay.pharmacist@aiimsbhopal.edu.in
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Introduction

The AIIMS Bhopal is one of the premier multi-disciplinary super specialty health sciences institutions among newly created Six AIIMS in the Country. It was established in 2003 by an Act of Parliament. AIIMS Bhopal has a trinity of mission, which is medical education, research and patient care. The All India Institute of Medical Sciences, Bhopal (AIIMS Bhopal) is catering **Surgical Consumables** to all E.H.S. patients, all essential **Surgical Consumables** to indoor patients. The list of **the same** required by AIIMS, Bhopal is enclosed here with for your information/reference (**enclosed at Annexure-6**). AIIMS Bhopal has decided to request all interested prospective firms/companies to submit following pre-qualification documents **in sealed envelope on or before 21.11.2014 up to 02.00 P.M.** in the Stores, College Building, at AIIMS Bhopal.

This tender is for the purpose of registration of firms for executing rate-contract for supply of Medical Consumables at AIIMS Bhopal. The rates quoted, approved and accepted by the Director shall be valid for two years from the date of signing of the agreement deed (extendable up-to six months on mutual agreement, if required).

General Instructions

1. Tender should be addressed to the Director, All India Institute of Medical Sciences, Saket Nagar, Bhopal-462020 and submitted to the Stores Officer, Medical College Building, AIIMS Bhopal under sealed cover failing which the tender shall be rejected.
2. Tender document and subsequent rate contract/agreement in favor of approved manufacturer is non-transferable.
3. THE INSTITUTE IS NOT AUTHORIZED TO ISSUE 'C/D FORMS'.
4. TENDER SHOULD INVARIABLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:

PART-I: -TECHNICAL BID IN ONE SEALED COVER.

PART-II:-FINANCIAL BID SEPARATELY FOR EACH SCHEDULE IN ONE SEALED COVER.

BOTH THE SEALED ENVELOPES SHOULD THEN BE PUT IN OUTER COVER

INDICATING THEREON:

- i) Reference No. Of the Tender: _____
- ii) Tender regarding: _____
- iii) Due date for submission of the tender: _____
- iv) Due date for opening of the tender: _____
- v) Name of the firm: _____

NOTE:-

- A) PLEASE NOTE THAT PRICES SHOULD NOT BE INDICATED IN THE TECHNICAL BID. THE PRE-QUALIFICATION DOCUMENTS INCLUDING E.M.D./BID SECURITY AS REQUIRED IN THE TENDER DOCUMENT SHOULD INVARIABLY BE ACCOMPANIED WITH THE TECHNICAL BID.
 - B) TENDERS SUBMITTED WITHOUT FOLLOWING TWO-BID SYSTEM PROCEDURE AS MENTIONED ABOVE WOULD BE SUMMARILY REJECTED.
5. Manufacturers intending to participate in the said tender should first ensure that they fulfill all the eligibility-criteria as prescribed vide Point No. 26 and also under Annexure-1 of the terms & conditions, otherwise, the tender will be summarily rejected and no further correspondence will be entertained in this regard. Firm should also enclose Annexure-1 in the technical bid.
 6. The tenders are to be submitted by the manufacturers only. Tenders quoted by suppliers on behalf of manufacturers will not be entertained even if they are authorized by the manufacturers. However, manufacturers can give authority letter to the supplier / distributor / stockiest for the purpose of making supplies, raising bills, collecting payment etc. only after selection in the tender. **In such cases, the manufacturer has to accept responsibility for any lapse on the part of the distributor/supplier and an undertaking to this effect from the manufacturer will have to be submitted.** Failure to submit such an undertaking will lead to rejection of authorization and manufacturer will have to supply **Surgical Consumables** directly. This authorization should be valid for the entire duration of the contract. **No change in the authorized supplier/distributor will be allowed during the rate contract period. Different distributors of a manufacturer for different centers/Hospital will not be allowed. Sub authorization further to any other agent for delivery of the goods or for raising bills/collecting payment etc. will not be accepted.**
 7. Bidders are, therefore, advised to submit quotations only if the terms & conditions as prescribed by the AIIMS are acceptable to them in total and they fulfill the eligibility-criteria.
 8. The firms should give an undertaking to the effect that they will be legally bound to supply the **Surgical Consumables**, for which they have quoted the rates in the tender during the validity of the contract. In case, they fail to execute any supply-order placed to them within 45 days from the date of placement of purchase order, they will be liable for action against them, as detailed below-
The delivery period should not exceed 45 (forty five) days for all supplies but in emergency the delivery period may be reduced up to 15 days and firm is bound to supply the items within DOD (Date of delivery) period. Such supply orders shall be stamped "Emergency" to distinguish them from routine orders. Bidders are hereby directed to quote the rates of only **Surgical Consumables** for which they can ensure supply within 45 days of issue of supply-order along with various certificate (to check and control the standard) without which the supply will not be accepted. **In case of failure to either supply the goods within DOD (Date of delivery) period or if goods are not accompanied with lab. test report, they may be debarred, from participating in the next tender for three years and their EMD/ Bid Security/Performance Security Money may be forfeited and**

- risk purchase clause will be invoked. However, in case of imported items, In house Test Report of the Company will be accepted. International references and certificates are taken as reference to compare standard their standard. The manufacturer can be eligible, provided that the firm will submit a certificate from the DCGI and ISO certifications. Advice to mention standard of quality and control (In case items not covered under above mentioned criteria).
9. If the delivery is not affected by the due date, the Director, AIIMS, Bhopal will have the right to impose penalty as under:
 - A) First extension up to 15 days or part thereof _____ @2%of the ordered value.
 - B) Second extension >15 ≤ 30 days _____ @ 3% of the ordered value.
 - C) In case of delay beyond > 30 days _____ @7.5% of the ordered value.
 - D) In case of default the Institute will have the right to procure the ordered item from the open market /another party at the firm's risk and expenses under Risk Purchase Clause.
 10. The approved rate contract holders should supply all their ordered items within DOD period as per supply order terms and these terms should be strictly adhered to. **In case they fail to supply the item within DOD period, the reminder letter would not be issued in any circumstances and penalty will be imposed as detailed.** The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending dues of the firm. **In the eventuality of such instances administrative action shall be initiated as per AIIMS Bhopal procedure which may lead to debarring of the firm for subsequent tenders (up to 3 years).**
 11. **Supply time:** Timing 2.00 P.M to 4.00 P.M (from Monday to Friday) & 11.00 A.M to 12.00 Noon (on Saturday).
 12. Before making the supply, approved rate contract holder should ensure that all labels of cartons, pickings of **Surgical Consumables** should be embossed, imprinted, stamped with letters, other requirements like "AIIMS SUPPLY NOT FOR SALE" stamp with permanent ink on each item up to primary level. The supply Challan should be accompanied by report from certificates of standard to check the quality. While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per Rate contract specifications etc.
 13. It is hereby also informed that in case any administrative action (imposing of liquidated damages, warning letter, risk purchase, short supply etc.) is taken by the AIIMS Bhopal during the rate contract period against any approved vendor, it would be reflected during finalization of the next rate contract as "**past performance**" of that firm.
 14. Supply-order will be placed from time to time during the tenure of the contract, as per actual requirement, in which the exact quantities required on each occasion together with the date of delivery shall be specified in the purchase order.
 15. Supply orders placed against the contract, on or just before last date of the tenure of contract will have to be accepted /honored by the supplier.
 16. No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the supplier will supply such quantity as may be ordered by the Store Officer during the tenure of the contract.
 17. The Director, AIIMS, Bhopal or his nominee reserves the right to reject any or all tenders including the lowest quotation which is not confirming to the specification and other terms and conditions. No correspondence, in this regard, will be entertained.
 18. The Director or his nominee reserves the right to invite at his sole discretion, separate quotations to effect purchase outside this contract in the event of any urgent demand arising in hospital, where no stock is held or otherwise.
 19. Quotations shall be strictly according to the required specifications. The name of the manufacturer and the brand name should also be stated.
 20. **AIIMS Bhopal shall send all correspondence through email, so you are requested to provide your email address so that all communications may be done accordingly.**
 21. The goods are to be supplied by F.O.R. destination and all the transit loss / expenses what so ever, will be borne by the supplier/firm.
 22. The Successful tenderers shall furnish the performance security within 30 days of issue of contract for due performance of the contract. The performance security should be for an amount of 5% of the contract value payable in Indian rupees or DD/Bank guarantee from any Indian Nationalized Bank in favor of Director, AIIMS, Bhopal and it shall be valid for 36 months from the date of issue of Rate contract, **failure to furnish performance security in time would entail forfeiture of earnest money deposited by the firm & the cancellation of the contract.**
 23. **In case the tender document is downloaded from the website: -**
The bidders may download the tender documents directly from the website available at www.aiimsbhopal.edu.in in such case, the bidders are required to submit the tender cost fee of Rs. 1050.00 including vat tax (non-refundable) by way of separate demand draft drawn in favour of director, AIIMS, and the same should essentially be enclosed along with the

technical/Financial bid. The bidders should specifically super scribe, “Downloaded from the website” on the top left corner of the outer envelope containing the Technical bid & Financial bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected.

24. IMPORTANT INSTRUCTIONS REQUIRED FOR FILLING UP OF TENDER DOCUMENTS:

1. Each & every page of the tender document (TECHNICAL BID+ FINANCIAL BID) should be serially numbered and duly signed by the bidder. The checklist should be enclosed in the chronological order.
2. Item number as per tender enquiry should be clearly marked and highlighted with fluorescent pen in the ISO/License documents etc. submitted by the bidders.
3. Tender may also be rejected, if it is not submitted by the prescribed date/time for submission and any of the listed documents is either not attached or attached but found improper/not signed or not attested by the Competent Authority.
4. The Financial bid (Part-II) should be submitted separately for each schedule, listing clearly the molecule for which quotations have been made in the prescribed format shown in **Annexure-06**. The price bid for each schedule should be placed in a separate envelope, stating clearly the name and number of the schedule. All such envelopes should be put together in one envelope super scribed “FINANCIAL BID (PART-II)”.
5. The bidder should quote only one rate for each item as **Price per unit+ Tax in % (if any) = Net Rate including all taxes**. Rates quoted should be in words and in figures both Tax, if any, must be mentioned clearly. No correspondence in this regard will be entertained at a later date and **Rate** quoted in the tender will be treated as final for all purposes.
6. If you are indicating ‘**No Tax**’ while quoting rates for any item, enclose a copy of Certificate issued from the concerned Commercial Tax Department in support of Tax-exemption granted for the item. The certificate should clearly show whether tax exemption is granted for that particular item or for all the items manufactured by the firm.

26. TERMS & CONDITIONS FOR ELIGIBILITY OF MANUFACTURING FIRM

Manufacturing firm, to be eligible, should fulfill the following conditions:

- (i) The manufacturing firm should have **manufacturing & marketing certificate of minimum three years** for the items quoted by them duly certified by Centre/ State Controller in the proforma (**Annexure ‘02’**), a copy of which is enclosed. The certificate should have been issued recently (i.e. not more than one year old on the date of opening of the tender). The certificate should have been signed by the Drug Controller of the Centre/State.
- (ii) Valid certificates issued to the manufacturing firm (s) showing the list of **Surgical Consumables** manufactured by the firm **as per format enclosed at Annexure-03 and not more than 05 years old**. Separate sheets of Annexure-03 should be enclosed for separate schedule.
- (iii) Valid ISO certificate clearly indicating the products (nature of material) issued by Centre/ State Controller in the format enclosed **at ‘Annexure-03’** and should not have been issued more than five years ago.
- (iv) **In case of imported items (i.e. not manufactured in India)** import license and copy of the import registration of that item quoted in the tender indicating the list of products should be submitted as per ISO norms and ‘3 years’ Marketing experience certificate issued by the Controller **as per format enclosed at Annexure-03**.
- (v) Public Sector Undertakings with at least 3 year’s market standing having manufacturing license issued by **Centre/State Controller as per format enclosed at Annexure-03**.
- (vi) In case of newly introduced **Surgical Consumables** the manufacturer can be eligible provided the firm will submit a certificate from the DCGI, in this regard.
- (vii) **All bidders should submit manufacturing/quality certificates i.e. ISO 9001:2008, 13485:2003, EuCE/BSI/ISI and as applicable under relevant law of the country.**
- (viii) Firms which have US FDA approval for export/selling of **Surgical Consumables** in USA, may submit copies of approval documents from FDA in support of their claim.
- (ix) All the bidders are directed to mention the page number of the tender document where WHO-GMP/ Revised Schedule ‘M’/ COPP are enclosed & page number of manufacturing license for indigenous **Surgical Consumables** and in import license for imported **Surgical Consumables** Merely mentioning the word ‘**Enclosed**’ may lead to rejection of tender / bid.
- (x) Manufacturing firms should submit performance certificate (s) of at least 03 years from other similar 05 Govt. /Pvt. organizations/Hospitals on user’s letterhead.
- (xi) **Production-capacity assessment certificate**: The manufacturing firm should enclose the certificate issued by the Chartered Accountant/ concerned State Drug Controller indicating actual production detail of a particular item batch wise for the items quoted and minimum 2

- Batches “analysis report” for each year, for the last 3 financial years (2011-12, 2012-13 & 2013-14) in the enclosed Performa at Annexure-04.
- (xii) TENDER SHALL BE REJECTED IF THE COPY OF SALES TAX REGISTRATION CERTIFICATE (Now called as VAT) IS NOT FURNISHED. FIRM SHALL FURNISH A CERTIFICATE ON THEIR FIRM'S LETTER HEAD STATING THAT UPTO DATE RETURNS HAVE BEEN FILED AND THERE ARE NO DUES WITH THE CONCERNED DEPARTMENT. FIRM WILL ALSO SUBMIT THE COPIES OF SUCH RETURNS (LATEST) SUBMITTED TO THE DEPARTMENT OF TRADE & TAXES. Excise duty, VAT / Sales Tax and other taxes if extra, where legally leviable and intended to be claimed, should be shown separately along with the price quoted. Where this is not done, no claim of excise duty, sales tax /VAT and other taxes will be admitted at any later stage on any ground (except for those items which have been included in Tax Net after rate contract is in operation).
- (xiii) If a firm is the sole manufacturer of the product, the same can be treated as Proprietary items, provided the firm submits a certificate to this effect from the competent authority in India.
- (xiv) **Each tender should be accompanied with an EMD/bid security amounting to Rs.50,000.00 only (rupees fifty thousand only) by way of demand draft drawn in favour of “Director, AIIMS, Bhopal”, failing which the tender shall not be considered for acceptance and will be out rightly rejected no interest is payable on EMD/bid security. EMD/Bid Security of the registered firms, who fulfills pre-qualification requirements, would be retained till the firm is registered at AIIMS for the supply of items.**
- (xv) **The manufacturing firm** should have to submit the documents of annual turnover of the company of the Manufacturing Company during three consecutive financial years (Financial Year 2011-12, 2012-13& 2013-14) audited by a **Chartered Accountant**. The firm will submit documentary proof to support this claim. In case, any firm submits any forged document in support of the tender requirement and if proved at any stage, the firm would be debarred for minimum 05 years and subsequently to be ordered as black listed by AIIMS Bhopal and EMD/performance Security submitted by the firm shall be forfeited. No correspondence what so ever shall not be entertained.

- (xvi) The manufacturing firm (**Principal firm**) can quote for products as per table:

Minimum turnover of the manufacturing firm of pharmaceutical products during any three consecutive financial years (Financial Year 2011-12, 2012-13& 2013-14)	Maximum number of products for which the manufacturing firm can quote subject to the product fulfilling the requirement at sr. no. 27 (i to vii) under captioned TERMS & CONDITIONS, ELIGIBILITY.
50 Lakh-1 crores	Any number of items

- (xvii) The successful tenderer will have to deposit a performance security deposit of 5% of value of work by ways of Bank Draft/ FDR/ Bank guarantee of scheduled Bank / Nationalized Bank in favor of Director AIIMS Bhopal as per prescribed form attached as Annexure payable at Bhopal for 60 days beyond the expiry of the contract.

25. MARKING: Each packing shall be marked with nomenclature of the product and shall be labeled in accordance with the requirement of the Act and the rules made there under.

26. PACKING:

- 1) All the suppliers of items shall incorporate **with standards at various packaging levels** (Primary, Secondary & Tertiary) as per below. For any assistance, bidders may use the **Website: www.gs1india.org**.
 - a) At Primary packaging level - Unique Product Identification code (GTIN)-Global trade Identification Number).
 - b) At Secondary packaging level –Unique product Identification code (GTIN), Expiry Date and batch number.
 - c) At Tertiary packaging level –There shall be two codes:
 - a. 1st shall, Expiry Date and batch number.
 - b. 2nd shall - SSCC (serial shipping container code).
- 2) Tendering firms must quote for the packing specified against each item in the schedule annexed to the rate-enquiry, as any other packing may not be accepted.
- 3) Where no pack is specified, bidders may quote for standard pack which is available in the market.

- 4) Loose supplies / damaged packing / tampered or damaged labeled supplies shall not be accepted under any circumstances.
 - 5) Rates should be quoted for unit packing only except where mentioned.
 - 6) Supplies to be made in the box of Standard packing. However items in loose pack (tin/bottle) shall not be accepted.
 - 7) It should be ensured that only first use packaging material of uniform size is used for making supplies on the basis of rate-contract.
 - 8) All primary packing containers should be strictly conforming to the specification included in the relevant Standard.
 - 9) Packing should be able to prevent damage or deterioration during transit.
 - 10) All containers are required to be secure with pilferage-proof seals to ensure genuineness of the products packed and the correctness of the contents.
- 27. LIFE PERIOD:**
- (i) Short- life items (which have a life-period of eighteen months or less), should not have passed $\frac{1}{4}$ th life at the time of supply.
 - (ii) In respect of items not covered by clause (i) above, items should not be older than one year from the date of manufacturing at the time of supply.
 - (iii) While making quotations against re-packing and chemical items, it must be ensured that ISI code number is indicated on quotation and at the time of making the supplies, the firm should ensure that the item supplied has ISI mark as well as code number, as is the statutory requirement of the Bureau of Indian Standards. The attested copy of the valid ISI marking license issued by Bureau of Indian Standards should be enclosed along with quotation.
 - (iv) All those items which are required to be stored under controlled temperature / cold chain, have to be supplied under controlled temperature/cold chain.
 - (v) If any store/stores supplied against the contract are found to be not of standard quality as per specifications on analysis and/or on inspection by competent authority, the Institute will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The institute shall not be liable to make any payments in lieu of inferior items.
 - (vi) If the product is found to be not of standard quality, the cost of testing done by the Institute will be recovered from the supplier. In case, the supplies are found to be of inferior quality on three occasions, the firm shall be liable for debarment for subsequent tender and EMD/Performance security shall be forfeited.
- 28.** The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items covered by the supply-order in good condition at the specified destination and for this purpose, freight, insurance, octroi etc., if any will have to be borne by the supplier. The consignee will, as soon as possible, but not later than 07 days of the date of arrival of stores at destination, notify the supplier/ bidder, of any loss or damage to the stores that may have occurred in the transit.
- 29. The tender shall also be rejected if :**
- a) A firm submits conditional tender.
 - b) More than one type of rate is quoted for one product.
 - c) Tender is not sealed properly.
 - d) This tender form together with the scheduled annexure should be returned to **Stores Officer, AIIMS, BHOPAL** in a sealed cover marked on the top '**QUOTATION**' giving its number and date. Such sealed cover should be furnished by the specific time and date. The bidders are at liberty to be present or may authorize a representative to be present at the time of opening the quotation.
- 30.** The supplier shall arrange to effect free replacement of any quantity which may deteriorated before the date of expiry marked on the labels.
- 31.** No document regarding import license for raw material etc. can be given by AIIMS Bhopal.
- 32.** In case of controlled items by the Government, the quotation must be sent subject to the controlled rates and other conditions and supplier will be paid at the controlled price or rates offered by the supplier whichever is less. Controlled items must be clearly mentioned as such in the bidders' quotations.
- 33.** All the items which are stamped with "**AIIMS BHOPAL SUPPLY NOT FOR SALE**" mark, including rejected stores, cannot be sold to the public by the bidder.
- 34.** Withdrawals of tenders along with the earnest money will be allowed before the date of opening of tenders.
- 35. After opening of tenders:**
- a) No change/alteration on plea of clerical or typographical error in rates or other terms in the tender will be permitted under any circumstances.

- b) Withdrawal of the complete tender can be allowed but in such cases, the earnest money shall be forfeited in full.
- c) Partial withdrawal (in respect of one or more items quoted) will not be allowed under any circumstances.
36. Any dues or payments that have arisen to the Institution from the supplier for which no specific time-limit has been laid down in the terms & conditions, shall be payable by the supplier within such time limit as may be prescribed in the various letters/orders addressed to the contractors. On failure to do so the supplier shall be liable to be debarred for not paying dues or payment etc. to the hospital for a period as decided by the Director or his nominee.
37. **RATE-REVISION:** Successful bidders shall not be entitled to any rate-revision of price for any reason except Govt. levies which become applicable after finalization of rate contract along with adequate documentary proof thereof.
38. Bidder will indicate the assessed manufacturing/production capacity for each item quoted by him. He will be liable for cancellation of the contract for any misleading information found at any time during the tenure of the contract.
39. **INSPECTION OF FIRM'S PREMISES:** The Director AIIMS Bhopal or his nominee reserves the right for inspection of the firms participating in the tenders, by officers appointed by the Director AIIMS Bhopal. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies on the basis of rate-contract and to ensure that good manufacturing practices are being followed by the manufacturer. The decision of the Director shall be final in this regard.
40. **STANDARD SPECIFICATION:** Pharmacopoeia/Standard specifications to check quality should be clearly mentioned against each item of the quoted as per the provisions of Act.
41. Firm debarred by any Govt. / Govt. undertaking for participating in Rate-Contract will not be considered for award of Rate-Contract during the period of debarment.
42. Information as per the format enclosed (**ANNEXURE-'05'**) should be submitted with the tender. Furnishing of false information will make the bidder ineligible and the firm will stand blacklisted.
43. If at any time, any question, dispute or difference whatever shall arise between the two parties (AIIMS Bhopal on the one hand and manufacturer on the other hand) in relation to the purchase, either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred.
- Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at AIIMS Bhopal.
- The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation, installation and commissioning etc.
- Upon every or any such reference, the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof, or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.
44. The courts at Bhopal District will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Bhopal District court shall have jurisdiction in the matter.
45. Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.
46. The manufacturer shall furnish a non-blacklisting/non-debarring certificate that the firm has not been blacklisted in the past by any government/ Private institution. **The manufacturer has to give an affidavit on non-judicial stamp paper of Rs.100/- duly attested by notary that there is no vigilance/CBI case pending against the manufacturer and the firm has not been blacklisted/debarred in the past by any Govt. or Private Organization.**
47. Conditions of advance payments or payment against delivery shall not be accepted.
48. Tender by Tele-Fax / telegram/fax/e-mail will not be accepted.
49. The company partnership shall not be altered without approval of AIIMS Bhopal during the contract period.

50. The bidder shall provide the copies of the relevant records during the period of contract or otherwise even after the contract is over when required by the AIIMS.
51. It a result of post payment audit/security of tax authority over payment is detached in respect of work done by the agency under tender. It shall be recovered by the institute from the agency.
52. The competent authority of AIIMS Bhopal Reserve the right to withdraw/relax/modify any of the terms the conditions mentioned in the tender document if it is felt necessary in the benefit of AIIMS Bhopal.
53. The tenderer shall furnish following certificates invariably along with technical bid, as applicable, otherwise quotation shall be summarily rejected: -
 - a. A declaration by the proprietor of the firm, in case, the firm is proprietorship firms on non- judicial stamp paper of worth Rs. 100/- duly attested.
 - b. An attested copy of partnership deed duly registered by the Registrar of Firms, in case, of partnership firm.
 - c. An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo & signatures of all Directors.

AIIMS BHOPALSTORES

File No. : MSO/2014-15/056/Tender for Surgical Consumables
Subject : Tender for the purchase of Surgical Consumables on two years rate Contract basis.

Annexure-1

Sr. No.	Documents to be submitted along with the technical bid (Part-I)	Attached at page number
a.	The forwarding letter/undertaking (schedule -A) duly signed should invariably be returned along with quotations furnished failing which the tender shall be rejected.	
b.	Forwarding letter of the firm on the company's letter-head in which check-list of the attached documents should be mentioned.	
c.	Earnest Money Deposit in the form of a Demand Draft.	
d.	Three years manufacturing & marketing experience certificate duly signed by the Centre/State Drug Controller in the prescribed format i.e. Annexure-02 (should not have been issued more than five years ago from the date of opening of Tender). 03 years' Marketing experience certificate only in case of imported drugs not manufactured in India.	
e.	Attested Photocopy of valid ISO certificate (product-wise) or as per revised schedule 'M'/COPP/ import license for imported items and Attested Photocopy of Items manufacturing license/import license (along with list of products). Annexure-03.	
f.	Minimum annual turnover of pharmaceutical products during any three consecutive financial years (Financial Year 2011-12, 2012-13 & 2013-14) as per Sr. No. 26.	
g.	COPY OF SALES TAX REGISTRATION CERTIFICATE (Now called as VAT). FIRM SHALL FURNISH A CERTIFICATE ON THEIR FIRM'S LETTER HEAD STATING THAT UPTO DATE RETURNS HAVE BEEN FILED AND THERE ARE NO DUES WITH THE CONCERNED DEPARTMENT. FIRM WILL ALSO SUBMIT THE COPIES OF SUCH RETURNS (LATEST) SUBMITTED TO THE DEPARTMENT OF TRADE & TAXES.	
h.	For newly introduced items or sole manufacturer of the product (proprietary items), the original manufacturer can be eligible provided the firm submits a certificate of manufacturing & marketing from the Centre Drug Controller / DCGI in support of its claim.	
i.	Quotation/information in the prescribed form specified in Annexure '05'.	
j.	Non-conviction certificate by the Concerned authority of Center/State.	
k.	Production- capacity assessment in Annexure '04'.	
l.	The tenderer shall furnish a non-blacklisting/non-debarring undertaking on non-judicial stamp paper of Rs.100/- duly attested by notary that the firm has not been blacklisted in the past by any government/ Private institution and there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted/debarred in the past by any Govt. or Private Organization.	
m.	The tenderer shall attach an undertaking on non-judicial stamp paper of Rs 10/- duly attested by the notary that the price charged for the items, under the reference, by the supplier shall in no event exceed the lowest price at which the firm supplies the items of same identical description to any other person/organization/Institution during the currency of the contract. If at any time, during the said period the supplier reduce the said prices of items or sells such stores to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Director, All India Institute of Medical Sciences and the price payable for the Items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced for AIIMS Bhopal. Failure to do so will lead to cancellation of rate contract, recovery of excess amount if paid and debarring of firm for next three tenders at AIIMS Bhopal.	
n.	The firms should give an undertaking that they will be legally bound to supply the item, for which they have quoted the rates in the tender during validity of the contract. In case, they fail to execute any supply-order placed to them within 45 days from the date of placement of purchase order, they will be liable for action as per tender terms.	
o.	Copy of documents with regard to constitution of firm as per tender clause no. 53.	

Note: -

- a) If the certificates/documents, mentioned above are not submitted along with the tender, such offers will not be considered and will be out rightly rejected and no further correspondence will be entertained, what so ever the case may be.
- b) Any tenderer/supplier giving false information shall be disqualified and removed from the rate contract. No business, henceforth, will be done with the firm/supplier and will be debarred for next five years.
- c) It is the responsibility of the bidders to see that the complete bidding documents are submitted in the Hospital Stores, AIIMS, Bhopal on or before of the date of submission of the quotation, failing which, the bid would be considered late and will not be entertained under any circumstances.
- d) Mere handing over of the bidding documents in any counter/room/section or to any person cannot be considered as submission of bid / tender and shall not be entertained.
- e) A complete set of tender documents may be obtained by interested manufacturers/principal firms from Main Stores, Medical College Building, AIIMS, Bhopal from 2:00 P.M. to 4:00 P.M. (from Monday to Friday) & 11.00 A.M to 12.00 Noon on Saturday except Sundays and Govt. Holidays on submission of a written application/request on letter-head of the manufacturing firm (without which the representative of the tenderer will not be allowed to collect the tender document) and upon payment (tender cost) of a non-refundable fee of Rs. 1050.00 (Rupees One thousand and Fifty Rupees only) in form of Demand Draft in favor of Director, AIIMS Bhopal.
- f) The technical bids will be opened on 21.11.2014 at **03.30 P.M.** in the presence of representatives of firms who intend to be present on the occasion.

ANNEXURE- '02'

MANUFACTURING & MARKETING CERTIFICATE

This is to certify that M/s _____ are holding valid Manufacturing license No. _____ dated _____ of the _____ State and they are manufacturing and marketing, the following products for last three (3) years.

The products are as follows:

S. No.	Name of the Product	Standard Specification	Strength
1.			
2.			
3.			
4.			
5.			

Signature and Seal of Drug Controller of Centre / State.

Dated:

Note: This certificate is to be signed by the Drug Controller of **Centre/State**. Certificate issued by Inspector of Drugs will not be accepted unless an authorization by the concerned centre/State Drug Controller to this effect is supported by adequate documentary proof.

ANNEXURE –'03'

**FORMAT OF SUBMISSION OF VALID REVISED SCHEDULE –M/ ISO 9001;
2008/IMPORT LICENSE/ COPP/PUBLIC SECTOR
UNDERTAKINGS/MANUFACTURING LICENSE (STRICT COMPLIANCE).**

Sr. No.	Item' serial no. as per tender list	Name of Item	Page no. Tender where valid ISO/ Revised Schedule M/import license/ COPP/Public Sector undertakings enclosed	Page no. Tender where valid Manufacturing License/ Import license enclosed.

Strict Compliance: - All the bidders are directed to mention the page number of the tender document where WHO-GMP/ Revised Schedule 'M' & page number of manufacturing license for indigenous Items/ import license for imported Items enclosed. Merely mentioning the word '**Enclosed**' may lead to rejection of tender / bid. Submission

**SIGNATURE
NAME
COMPLETE ADDRESS**

ANNEXURE-'04'
PRODUCTION-CAPACITY ASSESSMENT CERTIFICATE

Indicate details of production of the items quoted at least three consecutive years from 2011-12 to 2013-14 duly certified by the **Chartered Accountant/ Centre/State Drug Controller**.

S. No. of the item as in Tender Enquiry	Name & Specification of the item	Date of issue of Mfg. License for the product	Date of marketing the 1 st batch
1.	2.	3.	4.

2011-12		2012-13		2013-14		Remark
Batch No.	Size	Batch No	Size	Batch No	Size	

Signature of the Manufacturer:

**Signature of the Chartered Accountant/
Centre/State Drug Controller along with address & Seal**

ANNEXURE-05
PROFORMA TO BE FILLED BY THE TENDERER

I. GENERAL INFORMATION

S.No	Particulars	Remark
a)	Name of the firm	
b)	Address & Telephone No.	
c)	Whether the firm is Indian / Multi- national	
d)	Whether Small / Medium/Large Scale Co.	
d)	Person responsible for conduct of Business	
e)	Particulars of Licenses held under Drugs & Cosmetic Act & the details.(If the license is under renewal, certificate from the Drug Controller that the license is under renewal and deemed to be enforced)	
f)	Procurement agency with which registered and the agencies to whom item supplied during last one year	
g)	Has the firm been convicted ever, if yes, give details	
h)	Any case pending in the Court with details	
i)	Has the firm ever been debarred / black-listed by any Govt. Hospital for poor quality or late supply of item? If yes, give details	
j)	Fax No	
k)	E- Mail Address	
l)	Name & Mobile No of person/ authorized signatory to be contacted for this tender	

II) TECHNICAL

a)	Equipments for material handling, manufacturing of item and quality control of Surgical Consumables.	
b)	Specialized testing facilities such as microbiological testing and Biological testing	
c)	Manufacturing Staff	
d)	Quality Control Staff	
e)	Has the firm carried out stability study for item quoted	
f)	Is the firm basic manufacturer of the item quoted, if yes, details	
g)	WHO GMP Certificate /Schedule-M	
h)	ISO Certificate	
i)	FDA Certificate	
j)	Import License	
k)	CE certificate	
l)	Actual production details for different forms of Surgical Consumables.	
m)	Material declared and sub-standard/re-called during the last three years. Give details with reasons and the remedial action taken.	
n)	Vendor should submit samples along with technical bid. The technical evaluation shall be done by a committee duly constituted by competent authority. The technical evaluation shall be done as per terms and conditions.	
o)	Must produce DGCI approval certificate	

(iii) FINANCIAL

S.No.	Particulars	Remark
a)	Turnover during last three financial years (year wise) of the products. Firms should furnish copies of audited Balance-sheet / Sales Tax clearance certificate.	
b)	Name & Address of the Bankers to the Firm and the facilities available from the bank.	
c)	Income-tax No./ Central Sales-tax No./ State Sales-tax No.	

(iv) DECLARATION

I, _____ Proprietor/Partner/Director of M/s _____ hereby declare that the information given in this form is true and correct to the best of my knowledge and belief.

(Signature)**(Name & Designation with Stamp)**

WARNING : If the information furnished in this form is found to be incorrect at any point of time, the bidder may be debarred.

ANNEXURE –‘06’

**REQUIREMENTS OF SURGICAL CONSUMABLES
[FORMAT OF Financial BID PART II STRICT COMPLIANCE
NOT TO BE ENCLOSED IN THE TECHNICAL BID, PART-I]**

Note : L1 will be calculated on item wise.

S.No.	Name Of Item with Specifications	Size	Quantity	Cost Per Unit in Rs.	Cost Per Unit in words
1	Gown Disposable surgical	sterile pack of non Woven non absorbent fabric - wrap-around type	15,000 Nos		
2	Cap Hooded	Hooded to cover ears	2,000 Nos		
3	Cap Disposable Surgeons	Non Woven with elastic size adjuster	10,000 Nos		
4	Cap Disposable Nurses	non Woven corrugated with elastic size adjuster	5,000 Nos		
5	Masks Disposable with three layers(Three ply mask)	(9cmx17cm approx.), nose clip adaptable.(Tie on mask of non-woven, hypoallergenic 3 ply construction with filter in between offering >99% standard with 4 tie stings)	10,000 Nos		
6	Mask 2 Ply- Elastic band for wearing over Ears	Standard	5,000 Nos		
7	Mask O2 - with tubing Adult- Venti Mask	Adult	5,000 Nos		
8	Mask O2 - with tubing PediatricVenti Mask	Pediatric	2,000 Nos		
9	Shoe Cover of non woven, non absorbent fabric double layered. Should cover size 10 shoes with elastic around the cover neck	Standard	12,000 Pairs		
10	Disposable Sterile OT dress (Half sleeve Shirt and Pyjama)	Standard adult Size	1,000 Nos		
11	Disposable OT dress with Splash protection Goggles - (Used for HIV/HBV) with plastic shoe cover pair and plastic apron and Hooded cap	Standard	5,00 Nos		
12	Disposable plastic Apron	Standard	13,000 Nos		
13	Disposable plastic trolley sheet (matte finish)	Standard			
	(a) Plain small sheet- 150x125 cm Approx.)		3,000 Sheets		
	(a) Plain small sheet- 200x125 cm Approx.)		3,000 Sheets		

S.No.	Name Of Item with Specifications	Size	Quantity	Cost Per Unit in Rs.	Cost Per Unit in words
14	Disposable Endoscope camera unit drape with mechanism for fixation at camera head in sterile manner exposing the lenses area.	Standard length to cover entire camera cable	5,00 Nos		
15	Disposable Operating Microscope Drape	Standard	5,00 Nos		
16	Disposable Surgical draping set - USFDA/EuCE certified	Standard	5,000 sets		
17	Hip Drape - 300cm x 353cm, absorbent prevention fabric, one-piece hip U-drape with side pouches, aperture 43cm x 97cm; one Impervious Stockinet, large	Hip Drape - 300cm x 353cm and aperture	1,00 Nos		
18	Knee Arthroscopy Drape, 228cm x 315cm, Fluid Collection Pouch with Suction Port, 6cm Conformable Circular Fenestration, Tube Holders	Knee Arthroscopy Drape - 228cm x 315cm and 6cm Conformable Circular Fenestration	50 Nos		
19	Spine Drape - 284cm x 251cm x 350cm, 10cm x 30cm aperture, 30cm x 17cm Clear Instrument Pouches, Hook and Loop Tube and Line Control, Arm board Covers	Spine Drape - 284cm x 251cm x 350cm, 10cm x 30cm aperture, 30cm x 17cm	50 Nos		
20	Anti microbial incision site sticking drape with surrounding plastic sheet to cover cotton / disposable drapes.	Standard adhesive area of about 25x20 cm	1000 Nos		
21	Examination Gloves- Disposable, Side Non specific, pre- powdered, with CE certified, surgical rubber made of Hypo allergic latex. 100% electronically tested. White colored.	Small	3,000 Units		
22	Gloves pair Disposable examination - Above Specs	Medium	15,000 Units		
23	Gloves pair Disposable examination - Above Specs	Large	5,000 units		
24	Sterile Surgical Gloves- Pre powdered- Disposablepair in impermeable sterile packing - Hypo allergic latex. 100% electronically tested, sterilized by Gamma Radiation / ETO. IS No. 13422-92 with US FDA / European CE certification -	6 size	2,000 Pairs		
25	Glove Sterile Surgical Disposable - Above Specs	6.5 Size	5,000 Pairs		

S.No.	Name Of Item with Specifications	Size	Quantity	Cost Per Unit in Rs.	Cost Per Unit in words
26	Glove Sterile Surgical Disposable - Above Specs	7 Size	7,000 Pairs		
27	Glove Sterile Surgical Disposable - Above Specs	7.5 Size	7,000 Pairs		
28	Glove Sterile Surgical Disposable - Above Specs	8 Size	1,500 Pairs		
29	Sterile Surgical Gloves - Non powdered- - Above Specs	7.5 Size	500 Pairs		
30	Sterile Surgical Gloves - Non powdered- - Above Specs	8 NOS	500 Pairs		
31	BPSurgical Blade - peel open sterile Foil	11 Nos	600 Foils		
32	BPSurgical Blade - peel open sterile Foil	12 Nos	100 Foils		
33	BPSurgical Blade - peel open sterile Foil	15 Nos	1,000 Foils		
34	BPSurgical Blade - peel open sterile Foil	20 Nos	400 Foils		
35	BPSurgical Blade - peel open sterile Foil	22 Nos	700 Foils		
36	BPSurgical Blade - peel open sterile Foil	23 Nos	700 Foils		
37	Cotton Gauze Than - high density &unstretched * High quality * Soft on skin * Easy to use * Made from superior cotton yarn * Absorption rate faster (less than 10 seconds) * Better tending capacity * Less allegiance to healing tissue	90cm x15mt (Tana=19 x Bana=15) Count 30x20 and Weight Approx.= 450 gm	3,000 Packt		
38	Cotton Roll Absorbent - Layered	500 gms	3,000 Packt		
39	Paraffin dressing Gauze in sterile peel open foil	10 x 10 cms	1,000 Foils		
40	Plaster Adhesive - zinc oxide	1" x 9mtr	200 Roll		
41	Plaster Adhesive - Zinc-oxide	4" x 9mtr	200 Roll		
42	Bandage Elastic Adhesive - skin colored - >2.5mtr upstretched&>5mtr stretchable length	4"	500 Roll		
43	Micro porous Plaster roll Paper - 9 mtr length	1"	500 Roll		
44	Micro porous Paper Plaster roll - 9 mtr length	3"	200 Roll		

S.No.	Name Of Item with Specifications	Size	Quantity	Cost Per Unit in Rs.	Cost Per Unit in words
45	Band AID (Medicated Flexible fabric) - Strip	3/4" x 3"	6,000 Nos		
46	Band Aid - Round/square (Medicated Flexible fabric)	2cm Dia	6,000 Nos		
47	Cotton Bandage Roll 9 mtr length of density Woven & unstretched individually packed in paper	6 inch	15000 Roll		
48	Cotton Bandage Roll 9mtr length of density Woven & upstretched individually packed in paper	4 inch	15000 Roll		
49	POP Bandage - Optimum quality standards. - Fast setting - Excellent creaminess - Superior casting strength - Reliable & longer lifespan	Adult Size - Std- 15cm x 2.7mt	10000 Roll		

Date

SIGNATURE WITH STAMP ADDRESS OF THE BIDDER