

Tender Document
(Not Transferable)

Tender Ref.No. 110 /GOMP/ MVA Kit/2014, Dt 25.01.2014

**Director-Medical Services, (Incharge Procurement), Directorate of
Health Services, Government of Madhya Pradesh**

Invites

**Online Tender for the Annual Rate Contract for Supply of MVA kit for
Various Hospitals of Government of Madhya Pradesh for a Period
of one Year from the date of Signing of Contract**

**Information: Directorate of Health Services, Satpura Bhawan,
Bhopal 46204.**

Phone: 0755-2571694

Website: www.health.mp.gov.in

**[For any further clarifications / queries on e-Tendering, e-Procurement
Cell can be contacted at Toll Free Nos.: 1800-274-5454, 1800-274-8484 and
e-mail: eproc_helpdesk@mpsdc.gov.in]**

NOTICE INVITING TENDERS (NIT)
for National Competitive bidding
DIRECTOR MEDICAL SERVICES (INCHARGE PROCUREMENT),
DIRECTORATE OF HEALTH SERVICES,
, GOVERNMENT OF MADHYA PRADESH AT
4th Floor SATPURA BHAWAN BHOPAL-462004
URL: www.health.mp.gov.in
PHONE: 0755-2571694

Tender Enquiry No.: 110/GOMP//RC/2014

Dated: 25.01.2014

NOTICE INVITING TENDERS (NIT)

- (1) Director Medical Services, In charge Procurement, Directorate of Health Services, Government of Madhya Pradesh, for and on behalf of Governor of Madhya Pradesh invites sealed tenders, from eligible and qualified Bidders for supply of s to the various government hospitals of Madhya Pradesh:

S No.	Name	Total Qty.	EMD/Bid Security
1.	Manual Vacuum Aspirator Kit (as per specification mentioned in tender document)	665	50000

- (2) The Schedule of E-Tendering Activities are as under:

S. No	Tender Stage	Start Date & Time	Expiry Date & Time
1	Purchase of Tender	25-01-2014- 21:00	17-02-2014- 10:30
2	Bid Submission	25-01-2014- 21:00	17-02-2014- 11:00
3	Open EMD (Technical Bid)	17-02-2014- 12:30	17-02-2014- 15:30
4	Open Financial / Price-Bid	21-02-2014- 12:30	21-02-2014- 15:30

- (3) Tender documents may be viewed or purchased online by interested and eligible bidders from the website www.mpeproc.gov.in on the above mentioned dates after online payment of tender fee of Rs.1, 000 and processing fee of Rs. 281. Tender document may also be viewed from the website www.health.mp.gov.in.
- (4) Bidders can submit their tender online at www.mpeproc.gov.in on or before the key dates given above. The Physical copy of the Technical Bid only should also be submitted at the address below latest by 11:30 hrs on 17/02/2014.
- (5) All further notifications/amendments, if any shall be posted on www.mpeproc.gov.in and www.health.mp.gov.in only. No separate communication shall be made with individual Bidders.

Director-Medical Services (Incharge Procurement)
Directorate of Health Services,
4th Floor, SatpudaBhavan
Bhopal- 462004

DIRECTORATE OF HEALTH SERVICES, MADHYA PRADESH

CONDITIONS OF TENDER

1. LAST DATE FOR RECEIPT OF TENDERS.

- a) Online tenders are invited on behalf of the Government of Madhya Pradesh for the following as specified herein tender document and will be received online as per the Key Dates in the Notice published on the website. [in two separate covers online i.e. Envelope Code (Cover 'A') = EMD & Technical documents and Financial Price Bid (only on-line)(Cover "B")}] Will be received on 17.02.2014 till 11:00 Hrs.
- b) Bidder has to submit original EMD and technical document in physical form on or before 17.02.2014 at 11:00 hrs to the Director Medical Services (Incharge Procurement), Directorate of Health Services, Government of Madhya Pradesh at Office of the Addl Director (Procurement) Directorate of Health Sevices 5th Floor, Satpura Bhawan, Bhopal for annual rate contract for supply of Mannual Vaccum Aspirator Kit for a period of 1 year from the date of acceptance of tender for various Government hospitals of Government of Madhya Pradesh. If EMD is not submitted physically on or before the specified date and time of online bid submission, bid will be rejected summarily. The contract may be extended for a further period on mutually agreed terms.
- c) Tenders are invited on behalf of Director Medical Services (incharge Procurement) at Office of the Addl Director (Procurement) Directorate of Health Sevices 5th Floor, Satpura Bhawan, Bhopal (herein referred as Tender Inviting Authority unless the context otherwise requires).

2. **Qualification Criteria / Requirements:**

- (a) Bidder shall be a manufacturer/value added resellers (acquires product (s) from Original Equipment Manufacturer) having valid manufacturing license or direct importer holding valid import license in the field of Mannual Vaccum Aspirator Kit. Distributors / Suppliers / Agents / Loan licensee are not eligible to participate in the Tenders. Manufacturer should have permission to manufacture the Mannual Vaccum Aspirator Kit quoted as per specification in the tender from the competent authority. The imported product will be accepted in Generic /Brand name with Govt of MP logogram affixed/printed.
- (b) Bidder's Average Annual turnover in the last three years i.e. 2010-11, 2011-12 and 2012-13 shall not be less than Rs. 50 Lakh. Further, turnover for the year 2012-13 should also be not less than Rs.50 Lakh.
- (c) Bidder should have annual production capacity at least double the quantity of each item mentioned in the tender document. If more than one item is quoted, production

capacity shall be calculated cumulative for those particular similar items. It is mandatory to quote the tendered qty. If annual production capacity is less than the double the quoted quantity and/or the quoted/offered quantity is less, bid shall be rejected. In case of direct importer, last three financial years (2010-11, 2011-12, 2012-13) average import quantity of quoted or similar products should be at least double the quantity of each item mentioned in the tender document.

- (d) Manufacture should enclose manufacturing certificate and market standing certificate of min 2 years duly signed by practicing Chartered Accountant
- (e) Tender should not be submitted for the product/ products for which the concern / company has been blacklisted on quality grounds by Government of Madhya Pradesh or by any other State / Central Government organization.
- (f) The company / firm who have been blacklisted either by Tender Inviting Authority or by any State Government or Central Government Organization should not participate in the tender during the period of blacklisting. The Bidder should give a notarized affidavit stating that “the company has not been blacklisted for the quoted product/firm by any state or central organization or by Government of Madhya Pradesh and has not been guilty of supplying spurious or adulterated items in last three years and are eligible to participate in the present tender.” (Notarized Affidavit per Annexure IV). If the information provided in the affidavit is found to be incorrect at any stage, during and after the tender, action will be initiated as per the tender conditions apart from forfeiture of EMD and performance security deposit (if any).

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

3. **Instructions to Bidders.**

A. **Sale of Tender Document:**

- (i) Tender documents can be purchased only online from www.mpeproc.gov.in by making online payment of Tender fee of Rs.1, 000 and processing fee of Rs. 281 using the service of the secure electronic payments gateway and should take a printout of the system generated receipt for their reference which can be produced whenever required
- (ii) The tender document can also be downloaded from the website <http://health.mp.gov.in> for the purpose of viewing only and it shall not be treated as valid tender document. To participate in tender, bidders should complete all stages of purchase, download & final bid submission through www.mpeproc.gov.in

B. **Earnest Money Deposit (EMD):**

- (i) All tenders must be accompanied with EMD of Rs. 50000/- in the form of unconditional irrevocable Bank Guarantee issued from a scheduled bank and should be pledged in the name of “Director Medical Services (Incharge Procurement), Directorate of Health Services, Madhya Pradesh.

- (ii) The EMD should be valid for 180 days from the date of technical bid opening.
- (iii) No exemption from submission of EMD is permitted and the bids found without EMD as above will be summarily rejected.
- (iv) If bid opening date is extended by the tender inviting authority, the validity of EMD should also be extended by the bidder.
- (v) Bids submitted with short validity of EMD may be rejected.
- (vi) Bid Security may be forfeited.
 - (a) If a Bidder withdraws its bid during the period of bid validity ; or
 - (b) In case of successful Bidder, if the Bidder fails;
 - (i) To sign the Contract / Agreement in accordance with clause 3.K;
 - or
 - (ii) To furnish performance security in accordance with clause 3.L
- (c) If the Bidder does not accept the corrected amount of Price Bid, as the case may be, the Bid will be rejected, and the Bid security may be forfeited.
- (d) The Bidder whose manufacturing unit is found to be not complying with the applicable national/international standard during inspection, will be levied with a fine of Rs 50,000/- or the expenditure incurred by the purchaser (GOMP) in such inspection, whichever is higher. This fine amount will be deducted without any notice.

C. Clarifications and Amendments:

- (i) Interested eligible Bidders may obtain further information from the office of the Tender Inviting Authority or in person on the day of pre bid meeting. After pre-bid meeting, the prospective bidders can seek clarification within next two days either through e-mail or through written request. No clarification shall be provided subsequently.
- (ii) At any time prior to the date of submission of Tender, Tender Inviting Authority may, for any reason, whether on his own initiative or in response to a clarification requested by a prospective Bidder, modify any condition in Tender documents by an amendment. All the prospective Bidders who have received the tender document will only be notified of the amendment through publication on the website, i.e. www.mpeproc.gov.in and that will be binding on all the Bidders. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at his discretion, extend the date and time for submission of tenders.
- (iii) Any Bidder who has purchased/downloaded the tender document should watch for amendment, if any, on the website given at para 3. C(ii) above. Tender Inviting Authority will not issue separate communication to the bidders in this regard.

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

TECHNICAL BID - COVER "A"

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

The following shall constitute Technical Bid:

- a) The EMD (in original) as mentioned in para 3. B should submitted manually as part of Technical Bid. The details of the EMD have to be mentioned online as part of 'Online Technical bid' submission and a scanned copy of EMD is to be uploaded online.
- b) Documentary evidence for the constitution of the company /Firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.
- c) The list of present Directors in the board of the Company duly certified by a Company Secretary of a Company/Practicing Company Secretary/Chartered Accountant to be furnished.
- d) The Bidder should furnish attested photocopy of license for the product duly approved by the District Industries Centre as per specification in the tender. The license must have been duly renewed upto date and the items quoted shall be clearly highlighted in the license.
- e) Attested photocopy of import license if the Mannual Vaccum Aspirator Kit is imported.. Original documents should be produced during for verification when demanded.
- f) The instruments such as power of attorney / resolution of board etc., authorizing an officer of the Bidder to sign the bid on behalf of Bidder should be enclosed with the tender.
- g) Authorization letter nominating a responsible person of the Bidder to transact the business with the Tender Inviting Authority
- h) Market Standing Certificate issued by the practicing Chartered Accountant as a manufacturer for item quoted for the last 2 years (certificate should be enclosed with list of items). In case of direct importer, evidence for importing the said items for the last three years such as bill of lading, bill of entry for last three years and certificate of analysis are to be produced as and when asked by the Tender Inviting Authority/Ordering Authority
- i) Performance statement of manufacture/import to establish 3 years market standing as per format in Annexure V.
- j) Self attested Non-conviction Certificate certifying that the firm/company has not been convicted for the product quoted and licence has not been cancelled during last three years.
- k) The manufacturer has received a valid licence issued by Regulatory Authority of State for each item offered.; In case of Imported items, labels and product literature of all quoted product(s) must be submitted . The Bidder shall also furnish a notarized affidavit in the format given in **Annexure-III** declaring that the Bidder complies the requirements of .
- l) Annual turnover statement for 3 years i.e., 2010-11, 2011-12 and 2012-13 in the format given in **Annexure-VI** duly certified by the Auditor.

- m) Copies of the Balance Sheet and Profit and Loss Account for the three years i.e. 2009-10, 2010-11 and 2011-12 duly certified by the practicing Chartered Accountant.
- n) Sales Tax Clearance certificate, as on 31.03.2012 (as per form attached in **Annexure-I**).
- o) Undertaking (as in the proforma given in **Annexure-II**) for embossment of logo on strip/primary packaging of Manual Vacuum Aspirator Kit as per conditions specified, duly notarized.
- p) Details containing the name and address of the manufacturing premises where the items quoted are actually manufactured, its annual production capacity (item wise) etc. should be given in Annexure –X.
- q) The manufacturer (bidder) should furnish the item wise annual production capacity either issued by Industries Department or by practicing CA or by competent drug regulatory body. Documents, if any, to show that the manufacturing unit / importer have been recognized, by WHO, UNICEF, ISO Certificate etc.
- r) Details of technical personnel employed in the manufacture and testing of items (Employee Name, Qualification, and Experience) as endorsed in license.
- s) List of items and their quantity quoted in duplicate (The name & Item code of the Items quoted alone should be furnished and the **rates of those items should not be indicated in this list**), as shown in the **Annexure-XIII**.
- t) A checklist (Annexure XVI) indicating the documents submitted with the tender documents and their respective page number shall be enclosed with the tender document. The documents should be serially arranged as per Annexure –XVI and should be securely tied and bound. Pages of tender document should be numbered.
- u) The tender document should be signed by the Bidder in all pages with office seal. All documents enclosed with the tender document should also be signed by the Bidder.
- v) One set of MVA kit should be submitted as sample along with physical copy of technical bid.

Cover B: Price Bid(Envelope code 'C1'):

- a) The Price Bid has to be submitted online only. No price bid should be submitted manually otherwise bid shall be rejected.
- b) The rate quoted in column 10 of **Annexure-XVII** should be for a unit and for the given specification. The rates should be quoted only for the composition stated in the tender.
- c) The Bidder is not permitted **to change / alter specification or unit size** given in the list of items. The bidder shall necessarily quote the excise duty applicable and when the item is excisable.
- d) Rates (inclusive of Excise Duty, Customs duty,, transportation, insurance, and any incidental charges, but exclusive of Sales Tax/CST) should be quoted for each of the required items., separately on door delivery basis according to the unit ordered.
- e) The price quoted by the Bidders 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 Bidder.

- f) The bidder shall specifically mention “ **EXEMPTED** ” when the item is excisable but exempted for the time being, based on turn over or for any other grounds, by the notification issued by the Government of India .
- g) The bidder once quoted the excise rate is not permitted to change the rate/amount unless such change is supported by the notification issued by the Government of India or by the order of the court, after submission of Tender. The bidder who has quoted excise “**NIL**” in **ANNEXURE-XVII** and the item becomes excisable later ,at the time of award of contract, will be eligible for payment only on production of invoices drawn as per Central Excise Rules.
- h) The rates quoted and accepted will be binding on the Bidder for the stipulated period and on no account any revision will be entertained till the completion of the contract period. Accordingly this clause will be applicable for all orders placed during the contract period.

E. Taxes and Duties:

- (i) Any variations in taxes, duties, levies etc., due to Govt. Legislation during the contract period should be borne by the Bidder.
- (ii) Further the Bidders are requested to note that any taxes to be deducted at source at the rate fixed by the appropriate Govt. in i.e. State / Central, shall be deducted at the time of payment against the supply.

F. Submission of Bids:

- (i) The on-line bid submission date/time shall be as per Table given under “Online Key Schedule” above.
- (ii) The online bid submission date/time could be amended at the discretion of Tender Inviting Authority in case of technical problems. Tender inviting Authority will not be responsible in any way for any delay.

G. Modification and Withdrawal of Bids

- (i) The Bidder may modify or withdraw its bid prior to bid submission, provided that written notice of the modification or withdrawal is received by the Tender Inviting Authority prior the deadline prescribed for submission of bids.
- (ii) No bid can be modified subsequent to the deadline for submission of bids. No bid can be withdrawn in the interval between the deadline for submission of bids and expiration of period of bid validity specified by the bidder on the bid form. Withdrawl of bid during this interval may result in the Bidders forfeiture of its bid security.

H. Tender Opening:

- (i) Tenders will be opened online in the presence of Bidders / authorized representatives who chooses to attend as per date/time specified in the Table given under “Online Key Schedule” above at “Meeting Hall ,4th Floor, Satpura Bhawan ,Bhopal, Madhya Pradesh. Only one person

carrying authorization letter from the bidder will be allowed to attend the bid opening.

- (ii) If the office happens to be closed on the key dates specified above, such events shall happen on the next working day at the same time and venue.
- (iii) The Cover "A" will be opened first, and after scrutiny and confirmation of the documents and the information furnished therein, including sample testing/inspection, inspection of plant if required, eligible and qualified laboratories will be shortlisted.
- (iv) The price bid of shortlisted bidders shall be opened on the date/time specified in the Table given under "Online Key Schedule" above.
- (v) The acceptable rates will be decided and communicated on website <http://health.mp.gov.in>

I. **Validity of Bids**

The bids will be valid for a period of 120 days from the date of opening of Cover "A" (Technical Bid). In exceptional circumstances, the Tender Inviting Authority may solicit the Bidder's consent for an extension of the period of validity. The request and response thereto should be made in writing (or by e-mail), the bid security provided shall be suitably extended. Bidder may refuse the request without forfeiture of its bid security

J. **Acceptance of Tender**

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

K. **Agreement**

- a) All successful Bidders will have to execute an agreement in a non-judicial stamp paper of value Rs.100/- (Stamp duty to be paid by the Bidder), in favour of Director Medical Services (Incharge Procurement), Directorate of Health Services, Madhya Pradesh.

- b) Bidder has to execute the agreement within 15 days from the date of receipt of the intimation by tender inviting authority informing that their tenders have been accepted. The form of agreement will be issued by Director Medical Services (Incharge Procurement), Directorate of Health Services, Madhya Pradesh.
- c) If the successful Bidder fails to execute the agreement and payment of security deposit within the time specified or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the Bidder is unable to undertake the contract the Earnest Money Deposit of the Bidder shall stand forfeited. Such Bidder(s) will also be liable for all damages sustained by the Tender Inviting Authority / Ordering Authority by reasons of breach of tender conditions. Such damages shall be assessed by the Tender Inviting Authority, Directorate of Health Services, and Government of Madhya Pradesh whose decision shall be final.

L. Security Deposit

The successful Bidders shall be required to pay a security deposit of Rs.50,000/- at the time of execution of the agreement in the form of Unconditional Irrevocable Bank Guarantee issued by a Scheduled Bank (Pledged to DIRECTOR MEDICAL SERVICES, (INCHARGE PROCUREMENT), Directorate of Health Services, Madhya Pradesh.

M. Payment Provisions

1. No advance payments towards costs of Manual Vacuum Aspirator Kit will be made to the Bidder.
2. The verification of the bills of the supplier and supplied goods would be done by the Stores in-charge at the district facilities of the ordering Authorities. On receipt and after verification of the goods, it would be entered in the stock register. Payments towards the supply of goods will be made strictly as per the rules of the Tender Inviting Authority. The payments will be made by means of Cheque or through RTGS (Real time Gross Settlement)/Core Banking/NEFT. The Bidder shall furnish the relevant details in original (Annexure –XV) to make the payment through RTGS/core banking/NEFT. In order to ensure tracking payments the successful Bidder who is awarded the contract must furnish details of dispatches, test certificates in State Drug Management Information System (wherever applicable) on www.sdms-dhsmp.gov.in and also by email on adddirectorprocurementmp@gmail.com.
3. All bills/ Invoices should be raised in triplicate and in the case of excisable good, the bills should be drawn as per Central Excise Rules in the name of purchaser or in name of any other authority as may be designated. On receipt of the analytical report regarding quality (wherever applicable), the payment would be made in 30 days and responsibility would rest with the CMHO, Civil surgeon and all other Purchase Officers. The payment would be made within 45 to 60 days of the receipt of items provided items have been passed in the quality tests.
4. Payments for supply will be considered only after supply of the goods ordered in the Purchase Order PROVIDED reports of the Standard Quality (wherever applicable) on samples testing received from commercial laboratories as mentioned in the tender document or Approved laboratories of Tender Inviting authority.

5. 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 Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
6. 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 and Manual Vaccum Aspirator Kit approved under the tender. For claiming the additional cost on account of the increase in Excise Duty, the Bidder should produce a letter from the concerned Excise authorities for having paid additional Excise Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
7. Similarly if there is any reduction in the rate of, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of will be deducted without any change in the basic price of the price structure of the items approved under the tender.
8. 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.
9. If the supply reaches the designated places between 5PM of the 45th day and 5PM of the 60th day from the purchase order, a liquidated damages will be levied at 0.5% per day for delayed supply between 46th day and 60th day, irrespective of the ordering authority having actually suffered any damage/loss or not, on account of delay in effecting supply.
10. If there is any unexecuted orders after 5PM 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.
11. If the complete supply is received in damaged condition it shall not be accepted recorded on LR and Deliver Challan, the supplier informed in writing to replace the material in next 30 days or else subsequent to no replacement in 30 days the Performance security (SD) would be forfeited with a notice to the supplier. In case of damage only in the outer packing, the supply will be accepted only after levying penalty of 1% on the total value of the supply to that destination place. Further the Performance security (SD) would be forfeited with a notice to the supplier.
12. All the Bidders are required to supply the product with logogram and with prescribed packing specification. If there is any deviation in these Tender conditions separate damages will be levied @ 2% irrespective of the ordering authority having already suffered any damage/loss or not, without prejudice the rights of alternative purchase.

N. Description of of Services and Performance Requirements:

- a) The details of the required items etc., are shown in **Annexure-VII**. The quantity mentioned is only the tentative requirement and may increase or decrease as per the decision of Ordering Authority and /or Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination. All

quoted products should conform to the requirement of relevant national/international quality certifications. All relevant valid approvals/certificates should be attached along with the bid. Decision of Tender Inviting Authority shall be final & binding in this regard.

- b) The Bidders should quote the rates for the generic products. The composition and strength of each product should be as per details given in **Annexure-VII**. Any variation, if found, will result in to the rejection of the tender. However the imported items are allowed to be supplied in the trade name. Tender for the supply of items. with cross conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful **Bidders**.
- c) 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.
- d) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one Bidders.
- e) No Bidder 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 Bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.
- f) Supplies should be made directly by the bidder and not through any other agency.
- g) The Bidder shall allow inspection of the factory at any time by a team of experts/officials of the tender inviting authority. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If company/firm does not allow for any such inspection their tenders will be rejected.
- h) Supply Conditions And Delivery Period:
 - i. The orders will be placed by the competent authorities of DoPH & FW, Medical Education, Gas Rahat departments of Government of Madhya Pradesh (herein after referred to as Ordering Authority) in their respective jurisdictions, namely:
 - a. Tender Inviting Authority - Director (In charge Procurement)/Director Medical Services
 - b. Chief Medical & Health Officer
 - c. Chief Medical & Health Officer, Gas Rahat
 - d. Civil Surgeon cum Hospital Superintendent
 - e. Superintendent, Special Hospitals
 - f. Superintendents ,Gas Rahat hospitals
 - g. Superintendent cum Joint Director Medical College

- ii. Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority.
- iii. All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order. The supplied goods should have a maximum potency throughout the shelf life period. All materials supplied should have at least a minimum of 3/4th of the shelf life of the good supplied at the time of receipt of supply at consignee end.
- iv. The supply should be should be completed within 45 days from the date of purchase order.
- v. The supplier may continue the supply of unexecuted quantity after the 45th day, however liquidated damages as specified in clause 18.1 and 18.2 of the tender conditions, will be levied on the quantity supplied after the 45th day. However no supplies will be normally accepted after 5PM of 60th day from the date of issue of the purchase order.
- vi. The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders. In case of non-execution, GOMP reserves the right to place purchase order (partially/ fully) on alternate source at the risk and cost of the defaulting Bidder.
- vii. The goods supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.
- viii. Bidder should try to supply the product which is not older than 60 days. In case, the product supplied is older than 60 days (i.e. received after 60 days from the date of manufacture) and the product is not consumed before its expiry, expired quantity with fresh stock of longer shelf life will be replenished by the supplier, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.
- ix. If the Bidder fails to execute the supply within the stipulated time, the Tender Inviting Authority is at liberty to make alternative arrangement for purchase of the Mannual Vaccum Aspirator Kit for which the Purchase orders have been placed, from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the tender inviting authority has every right to recover the cost and impose the penalty in Clause 20. However, bidder may refuse to accept the supply order (s) if the bidder has already received orders, from the Ordering Authority (ies), of the qty. equal to its annual production capacity. Unexecuted order (s) qty., due to non- supply of material beyond 60 days, shall not be counted. Such refusal of order (s) should be communicated to the ordering authority within 5 days of receipt of e-order to enable the authority to make alternative arrangements. No penalty shall be imposed in such cases. Beyond 5 days, it would be deemed that the bidder has accepted the supply order and all terms and conditions of the bid document shall be applicable.
- x. The order stands cancelled at the end of 60th day from the issue of the purchase order after levying penalty on the value of the unexecuted order. Further, the Bidder shall also be liable to pay other penalties as specified under Clause 19. Security Deposit of such suppliers shall also be forfeited besides

taking other penal action like blacklisting from participating in present and future tenders of the tender inviting authority etc.

- xi. It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt in the respective district of the ordering authority. Tender inviting authority is not responsible for the stock of the items received, for which no order is placed.
- xii. The Bidder shall take back all goods, which are not utilized by the tender inviting Authority within the shelf life period based on mutual agreement.
- xiii. If at any time the Bidder has, in the opinion of the Tender inviting authority, delayed the supply of items due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events, the time for supplying the items may be extended by the Tender inviting authority at its discretion for such period as may be considered reasonable. However such extension shall be considered only if a specific written request is made by the Bidder within 7 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, powercut and labour disputes.
- xiv. The supplier shall not be liable to pay LD/penalty and forfeiture of the performance security for the delay in executing the contract on account of the extension of the supply period on the ground of force majeure events.
- xv. Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
- xvi. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the Bidder shall be liable to pay for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the Bidder or from his properties, as per rules.
- xvii. Non performance of any of the contract conditions and provisions will attract provisions of penalty/blacklisting as stipulated in the tender documents.
- xviii. In the event of making ALTERNATIVE PURCHASE, penalty will be imposed on the supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other sources or in the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.
- xix. Aggrieved by the decision or levy of fine by the Ordering Authority, the supplier can make an appeal with the Director Medical Services, (Incharge Procurement). Aggrieved by the decision of the concerned Director, the supplier can take up the appeal with the Commissioner (Health).
- xx. In all the above conditions, the decision of the Tender Inviting Authority, viz. Director (Health), Public 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.

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

i) QUALITY TESTING

- i. The item sample can also be taken by State Drug Authority/Tender Inviting Authority/Ordering Authority for pre-dispatch inspection and later from user points for testing purpose. If QA testing fails, the supplier (s) shall bear the actual expenditure incurred for the testing and the same shall be deducted from the bills or the performance security.
- ii. The samples 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.
- iii. In the event of the samples of Manual Vacuum Aspirator Kit supplied fails in quality tests or found to be not as per specifications the Tender Inviting Authority is at liberty to make alternative purchase of the items of for which the Purchase orders have been placed from any other sources or in the open market or from any other Bidder 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 tender document.
- iv. The supplier shall furnish Evidence of basis for expiration dating and other stability data concerning the commercial final package will be supplied by the Supplier upon request by the Purchaser
- v. If the samples do not conform to statutory standards, the Bidder will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Bidder within a period of 30 days of the receipt of the letter from Tender Inviting Authority. Such stock shall be taken back at the expense of the Bidder. The Tender Inviting Authority has the right to destroy such "NOT OF STANDARD GOODS" if the Bidder does not take back the goods within the stipulated time. Tender Inviting Authority will arrange to destroy the "NOT OF STANDARD GOODS" within 90 days after the expiry of 30 days mentioned above without further notice, and shall also collect demurrage charges calculated at the rate of 2% per week on the value of the goods rejected till such destruction.
- vi. If any goods supplied by the Bidder have been partially or wholly used or consumed after supply and are subsequently found to be in bad odor, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of such articles or things will be recovered from the Bidder, if payment had already been made to him. In other words the Bidder will not be entitled to any payment whatsoever for Items of items found to be of "NOT OF STANDARD QUALITY" whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of items from any amount payable to the Bidder. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.
- vii. On supply of "NOT OF STANDARD QUALITY" items/goods to Government of Madhya Pradesh, the product shall be blacklisted by Government of Madhya Pradesh and no further supplies shall be accepted from them till the firm is legally discharged. The

Bidder shall also not be eligible to participate in tenders of Tender Inviting Authority for supply of such items for a period of five subsequent years. In addition, the Director of Drugs Control of concerned State will be informed for initiating necessary action on the Bidder in their State.

- viii. The Bidder shall furnish the source of procurement of raw material utilized in the formulations, if required by Tender Inviting Authority/Ordering Authority. Tender Inviting Authority/Ordering Authority reserves the right to cancel the purchase orders, if the source of supply is not furnished.
- ix. The decision of the Tender Inviting Authority, or any officer authorized by him, as to the quality of the supplied items shall be final and binding.

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

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

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

R. Resolution Of Disputes:-

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

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

S. Appeal: Any Bidder aggrieved by the order passed by the Tender Accepting Authority may appeal to the Commissioner (Health) Government of Madhya Pradesh within 15 days from the date of receipt of order and the Commissioner (Health) shall dispose the appeal expeditiously. In case the dispute is related to supply order the order date would be date as given in electronically generated e-order.No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the purchaser.

T. Contacting The Purchaser By The Bidder:

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

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

- (iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Scrutiny Committee, shall be sufficient reason to disqualify the bidder.
- (iv) Notwithstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

U. Fraudulent And Corrupt Practices:

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

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

(i) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party (*"another party" refers to a public official acting in relation to the procurement process or contract execution*). *In this context, "public official" includes staff and employees of other organizations taking or reviewing procurement decisions.*

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (*a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution*).

(iii) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level*].

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (*a "party" refers to a participant in the procurement process or contract execution*).

(v) "Obstructive practice" is

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

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

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

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

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

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

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

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

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

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

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

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

(v) "Obstructive practice" is

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

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

V. Jurisdiction

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

ANNEXURE-I

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

(To be filled up by the applicant)

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

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

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

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

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

Sl. No.	Financial Year	Turn over
1.	2010 - 2011	
2.	2011 - 2012	
3.	2012 - 2013	

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

Year	Total T.O. be assessed Rs.	Total Tax assessed Rs.	Total Tax paid Rs.	Balance due Rs.	Reasons for balance Rs.
2010 - 2010					
2011 - 2012					
2012 - 2013					

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

d. Whether any penal action or :

proceeding for the recovery of Sales
Tax is pending.

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

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

Signature of applicant:

Address:

Date:

(To be filled up by the Assessing authority)

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

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

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

UNDERTAKING FOR EMOSSMENT OF LOGOGRAM AND SAMPLE TESTING

I do hereby declare that I will supply the Mannual Vaccum Aspirator Kit as per the following logogram and with the word “**MP Govt. supply - Not for sale**” over printed in red letters.

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



Signature of the Bidder

Name in capital letters with Designation

Attested by Notary Public.

SPECIMEN LABEL FOR OUTER CARTON

**MADHYA PRADESH GOVT. SUPPLY
NOT FOR SALE**

~~~~~  
**(Name of Mannual Vaccum Aspirator Kit )**

**CONSTITUENTS OF.....**

**Name of the Item, Manufactured by, Batchno**

**Mfg.Date, Exp. Date, Quantity/Kit**

**Net. Weight : .....Kg**

**Manufactured by/Assembled by**

**DECLARATION**

I/We M/s. \_\_\_\_\_ represented by its Proprietor / Managing Partner  
/ Managing Director having its Registered Office at  
\_\_\_\_\_ and its Factory Premises at  
\_\_\_\_\_ do declare that I/We have  
carefully read all the conditions of tender in Ref.No 110/ Mannual Vaccum Aspirator Kit  
/GOMP/2014, dt 25.01.2014 for supply of Mannual Vaccum Aspirator Kit to various  
Government Hospitals of Government of Madhya Pradesh for a period of one year from the  
date of acceptance of tender and accepts all conditions of Tender.

I/We declare that we possess the valid license issued by the Competent Authority and  
comply and continue to comply with the conditions laid by regulatory authorities. I/We  
furnish the particulars in this regard in enclosure to this declaration.

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

Seal  
To be attested by the Notary.

Signature :  
Name & Address :



**DECLARATION**

I \_\_\_\_\_ Managing Director /  
 Director / Partner / Proprietor of M/s. \_\_\_\_\_ having its  
 manufacturing / registered office at  
 \_\_\_\_\_ do hereby declare that we  
 have not blacklisted either by Tender Inviting Authority or by any State Government or Central  
 Government Organization for the following products quoted in the tender. We are eligible to  
 participate in the tender ref. no 110/ Manual Vacuum Aspirator Kit /GOMP/2014, dt.  
 25.01.2014 for the following products.

| Sl. No. | Item Code | Name of the item |
|---------|-----------|------------------|
|         |           |                  |

M/s. \_\_\_\_\_

Company seal

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

## PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 3 YEARS)

Name of firm \_\_\_\_\_

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

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

Signature and seal of the Bidder \_\_\_\_\_

**ANNUAL TURN OVER STATEMENT**

The Annual Turnover of M/s. \_\_\_\_\_ for the past three years are given below and certified that the statement is true and correct.

| Sl.No. | Financial Year | Turnover_in Lakhs (Rs) |
|--------|----------------|------------------------|
| 1.     | 2010-11        | -                      |
| 2.     | 2011-12        | -                      |
| 3.     | 2012-13        | -                      |
| Total  |                | - Rs. _____ Lakhs.     |

Average turnover per annual - Rs. \_\_\_\_\_ Lakhs.

Date:

Seal:

Signature of Auditor/  
Chartered Accountant  
**(Name in Capital)**

**Item list for Tender**

| Sl. No. | Item Code (MS00) | Name of the Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Unit | Total Estimated Quantity in Units |
|---------|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----------------------------------|
| 1       | MS0165           | <p>MVA Specification</p> <p><b>Characteristic &amp; Specification</b></p> <p>Holding Capacity - Provides 60cc of Volume.</p> <p>Suction Capacity - Provide a minimum vacuum of 24 inches Hg (mercury) or 609.6mm of mercury and is tested to maintain the vacuum for at least thirty minutes.</p> <p>Compatibility with cannula- Aspirator is compatible with cannulae sizes 4mm to 12mm without the need of an additional or separate adapter.</p> <p>Cleaning &amp; use - Aspirator is capable of being disassembled completely, cleaned and charged to retain vacuum for at least 30 minutes without losing vacuum.</p> <p><b>Valve Design:-</b></p> <p>The Valve liner is removable by opening a hinged valve body.</p> <p>1) Valve features double locking valve allowing the vacuum to be created prior to the procedure.</p> <p>2) The valve liner provides a clear fluid path.</p> <p>3) Valve should be designed to hold the cannula adaptor securely in place during the evacuation procedure</p> | Kit  | 665                               |

**Cylinder Design:-**

- 1) Aspirator cylinder should feature a secure stopping mechanism for preventing the plunger from being pulled out while creating vacuum
- 2) Collar stop is designed to be displaced or removed for removal of plunger.
- 3) Devices are engraved with manufacturer's logo.
- 4) Cylinder is marked in 10cc increments to measure amount of evacuated uterine contents.

**Plunger Design:-**

- 1) Aspirator has ergonomic handle.
- 2) Plunger should feature a rubber ring inserted on the end of the plunger for enabling creation of vacuum.

**Packaging:-**

- 1) Aspirator is individually packed and has lot number and expiration date printed on the label.

**Processing Methods:-**

Aspirators are able should be able to withstand :

- 1) Sterilization in steam autoclave at 121<sup>0</sup> C (250<sup>0</sup> F) for 30 minutes
- 2) High level disinfection by roll-boiling for 20 minutes
- 3) HLD by cold processing by standard methods (Cidex®, Cidex OPA, 0.5% Chlorine, Sporox® II)

**Shelf Life:-**

- 1) Aspirator should have an expiration date of 5 years from month of manufacture and be delivered with no less than 3 year of life remaining.

**Reuse:-**

- 1) Aspirator should be suitable to be reused a minimum of 25-50 times under normal use and maintenance.

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | <p><b>Cannulae Specifications</b></p> <p><b>Sizes :-</b></p> <ul style="list-style-type: none"> <li>○ Available in sizes : 4mm, 5mm, 6mm, 7mm, 8mm, 9mm,10mm and 12mm (4 mm to 8 mm for PHC level institutions &amp; upto 12 mm for CHC and above level institutions).</li> </ul> <p><b>Cannulae Design:-</b></p> <ul style="list-style-type: none"> <li>○ Cannulae should be Flexible &amp; Reusable and made of Plastic/polyethylene.</li> <li>○ Cannulae sized 4mm to 8mm should have two "whistle cut' type openings and do not have any sharp edges .Openings are on opposite side of cannulae but placed such that the strength of the cannulae tip is not compromised/reduced.</li> <li>○ Cannulae sized 9 mm to 12mm should have a single large "scoop cut" type opening and do not have any sharp edges.</li> <li>○ Cannulae should feature dots as indicators for measuring the depth of the uterus on the cannulae. The first dot is 6 cm from the tip of the cannula; others follow at 1 cm intervals.</li> <li>○ Cannulae should have tight, leakage-free fit with vacuum aspirator.</li> <li>○ All cannulae, irrespective of the size, should have uniform length and length should be around 223mm long (<math>\pm 7</math>mm) with wall thickness of 0.5mm to 1.3mm so that the strength of the cannula is not reduced.</li> <li>○ Cannulae should bear the manufacturer's name.</li> </ul> <p><b>Manufacturing Process:-</b></p> <ul style="list-style-type: none"> <li>○ All components of the cannulae are plastic injection molded and hypo-allergic.</li> </ul> <p><b>Cutting :-</b></p> <ul style="list-style-type: none"> <li>○ Cannulae openings should be using suitable machinery (like a punch press) to make the pre-determined openings.</li> </ul> <p><b>Coding :-</b></p> <ul style="list-style-type: none"> <li>○ Cannulae should have colour coded fixed integrated (not detachable) adapter. Colour coding of adapters for different sizes should be fixed and standardized</li> </ul> |  |
|--|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|

|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
|--|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|  |  | <p>for the entire supply.</p> <ul style="list-style-type: none"> <li>○ All Cannulae regardless of colour coding of adapter should have the number identifying the size of the cannulae.</li> </ul> <p><b>Sterilization Process:-</b></p> <p><b>Packing:</b></p> <ul style="list-style-type: none"> <li>○ The cannulae should be sealed into individual packaging and sterilized by ethylene oxide.</li> </ul> <p><b>Processing:</b></p> <ul style="list-style-type: none"> <li>○ Cannulae should be sterilized and high level disinfected by all methods as mentioned under MVA specification- processing methods for aspirator.</li> </ul> <p><b>Compatibility with Aspirator:-</b></p> <ul style="list-style-type: none"> <li>○ Cannulae are compatible with aspirator with a volume of at least 60cc.</li> </ul> <p><b>Packaging:-</b></p> <ul style="list-style-type: none"> <li>○ Cannulae are sterile and packed individually in packaging that indicates cannulae size lot number, month and year of manufacturing, and month and year of expiration</li> </ul> <p><b>Shelf life:-</b></p> <ul style="list-style-type: none"> <li>○ Cannulae should have an expiration date of 3 years from month of manufacture.</li> </ul> <p><b>Note:- One set of MVA kit should be submitted as sample along with physical copy of technical bid.</b></p> |  |  |
|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |
|  |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |  |  |

**ANNEXURE-VIII**

**PROFORMA FOR SUBMISSION OF Manual Vaccum Aspirator Kit**

Name of the Bidder : \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

Tested by: (For Office use at DHS)

Remarks: (For Office use at DHS)

OK/NOT OK (For Office use at DHS)



Station : Signature and seal  
Date :

**ANNEXURE-IX**

**AGREEMENT**

**THIS AGREEMENT** made the ..... day of ....., 20..... Between ..... (*Name of purchaser*) of ..... (*Country of Purchaser*) (hereinafter "the Purchaser") of the one part and ..... (*Name of Supplier*) of ..... (*City and Country of Supplier*) (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz;. Supply of / Manual Vaccum Aspirator Kit in the tender reference No.110/ Manual Vaccum Aspirator Kit /GOMP/2014, dt 25.01.2014 (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of ..... (*Contract Price in Words and Figures*) (Hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a. The Letter of Acceptance issued by the purchaser.
- b. The Notice Inviting Tender
- c. The supplier's bid including enclosures, annexures, etc.

d. The Terms and Conditions of the Contract

e. The Schedule of Requirement

f. The Technical Specification

g. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

**3.** In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

**4.** The purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Supplier are as under.

| Sl. No                      | Item Code | Brief Description of Goods & Services | Tender Qty in Nos | Unit Price | Sales tax in % | Total value inclusive of sales tax |
|-----------------------------|-----------|---------------------------------------|-------------------|------------|----------------|------------------------------------|
|                             |           |                                       |                   |            |                |                                    |
|                             |           |                                       |                   |            |                |                                    |
| <b>Total contract value</b> |           |                                       |                   |            |                |                                    |

**DELIVERY SCHEDULE:**

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

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the  
said..... (For the Purchaser)

in the presence of .....

Signature

Name

Address

Witness 1. 2.

Signed, Sealed and Delivered by the

Said ..... (For the Supplier)

in the presence of .....

Signature

Name

Address

Witness 1. 2.

**DETAILS OF MANUFACTURING /IMPORTING UNIT**

Name of the Bidder & Full Address :

PAN Number :

Phone Nos. :

Fax :

E-Mail :

Date of Inception :

Licence No. & Date :

Issued by :

Valid up to :

Details of installed Production Capacity :

**Details of Installed Production Capacity for 1 year**

Item :

:

Name & designation of the authorised signatory :

Specimen signature of the authorized Signatory :

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

**PROCEDURE FOR BLACK LISTING**

**BLACKLISTING OF PRODUCT / TENDER IF ANY WITHDRAWAL OF BIDDER**

1. The Successful Bidders fail to execute the agreement, to perform the obligations under the tender conditions and commits default in the performance of the contract, such Bidders will be blacklisted for a period of 5 years.
2. The Bidders who have withdrawn after participating in the tender will be ineligible to participate for a period of 5 years.

**BLACKLISTING FOR QUALITY FAILURE.**

3. Each and every batch of Manual Vacuum Aspirator Kit supplied by the suppliers shall be subjected to quality test by the govt approved laboratories or through any other method decided by tender inviting authority/ordering authority.
4. If the sample fails in quality test and report is received certifying that sample is **NOT OF STANDARD QUALITY**, one more sample shall be drawn from the same batch and to be sent to Government Laboratory for quality testing.
5. (a) If such sample passes the quality test, the Manual Vacuum Aspirator Kit representing the sample shall be qualified for issue to various Directorates / Institutions.  
  
(b) If such sample fails the quality test and on receipt of report from the Government laboratory, the / Manual Vacuum Aspirator Kit testing kit of the batch is not qualified for issue and the supplier shall be informed to take back the item supplied in the batch, which failed the quality test, as per the Tender condition and other consequences would follow as per the conditions in the Tender documents.  
  
(c) If two batches of particular items supplied by the supplier fail in test for during the tender period, the particular item of the drug supplied by the supplier shall be blacklisted, after observing the procedure laid down in Para 10 (a).
6. If three batches of particular item supplied by the supplier fails in quality test in different parameters mentioned in specifications during the tender period, then the particular items shall be blacklisted for the firm after observing the procedure laid down in Para 10(a).
7. In case of any sample in even one batch declared as spurious or adulterated or misbranded by the Government Analyst, the company shall be blacklisted.

8. (a) When on complaint from testing laboratory during their Test of field sample, that the particular batch has been reported to be of NOT OF STANDARD QUALITY, the issue of available stock of the items will be stopped. Available stock of the product in hospitals will be retrieved. The supplier shall be called upon to explain why the product should not be blacklisted. On receipt of his explanation and scrutiny of record, decision will be taken by the ordering authority to decide the appropriate punishment / penalties.
- (b) If four batches of particular items supplied by the supplier fails as in Para 10 (a) and reported by the Government Analyst then the particular items shall be black listed after observing the procedure laid down Para 10(a).
- (c) If the supplier supplied more than one item and 50% of such items, during relevant tender period, fail, then the supplier shall be blacklisted, after observing the procedure laid down Para 10(a).
9. (a) On receipt of report from Testing Laboratory informing that particular Item is **NOT OF STANDARD QUALITY**, a notice shall be issued to the supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, the ordering authority may take appropriate action on merits of the case and impose penalty including the blacklisting of the particular item of the product / supplier.
- (b) If the particular item of has been black listed according to the procedure stated above, the supplier/s is/are not eligible for participating any of the tenders for the particular item floated for a period of 5 years immediately succeeding the period in which supplies were made to Govt. of Madhya Pradesh.
- (c) The supplier/s, blacklisted according to the procedure stated above, are not eligible for participating any of the tenders floated for a period of 5 years immediately succeeding the period in which supplies were made to Govt. of Madhya Pradesh.

**BLACKLISTING FOR NON-SUPPLY:**

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

blacklisting apart from any other penal actions and recovery proceedings that may be taken against it as per law.

11. Ordering authority will be at liberty to accept the supply made belatedly as per the terms and conditions of the tender document on imposing the Liquidated damages at the rate stipulated in conditions of the tender documents.
12. (a) If the suppliers/s fail/s to execute the Purchase order and inform/s ordering authority about their inability to execute the order and in compliance of the Purchase order due to act of *vis- majeure* , then the ordering authority may pass appropriate order on merits of case.

**EXPLANATION:**

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

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

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

(c) The black listing of particular item of the Mannual Vaccum Aspirator Kit or the supplier is with out prejudice to the other penalty stipulated in the conditions of Tender Documents.



**PURCHASE POLICY**

**Definitions:-**

1. Manual Vaccum Aspirator Kit means and includes, for the purpose of this Drug Policy
2. L1 rate means the rate declared by Govt. of Madhya Pradesh for and Manual Vaccum Aspirator Kit for the period mentioned in the tender documents and whose rate has been considered as L1 rate.
3. Matched L1 means the Bidder or Bidders who have consented, in writing, to match the L1 rate for the Manual Vaccum Aspirator Kit and agreed to abide by the terms and conditions of tender documents.
4. LD means liquidated damages levied by the ordering authority for the delay in supply of the / Manual Vaccum Aspirator Kit after the expiry of 45 days from the date of order at the rate mentioned in the tender conditions.
5. Unexecuted fine is the fine imposed for the default committed by the supplier in supplying the required quantity of as per the Purchase Order and recovered from any amount due and payable to the supplier.
6. Purchase Order means the order issued by ordering authority to the supplier informing to supply the required quantity of the at the predetermined price and directing the supplier to supply at the designated destination mentioned in the Schedule accompanying the purchase order.
7. Schedule means the schedule annexed to the Purchase Order issued by ordering authority, consisting of the quantity of required, cost of unit of , generic name and code of the , destination, etc.,.
8. Supplier is a person with whom the Purchase Order is placed and who has agreed to supply the , on abiding by the terms and conditions of tender document.

**ARTICLE 1.**

After the conclusion of Price Bid opening (Cover B), the lowest offer of the Bidder is considered for negotiation and rate arrived after negotiation is declared as L1 rate and L1 supplier for which the tender has been invited.

**ARTICLE 2.**

The Bidder who has been declared as L1 supplier shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such Bidder is eligible for the placement of Purchase Orders for .

**ARTICLE 3.**

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

**ARTICLE 4.**

Ordering authority will inform the L1 rate to the other Bidders who were eligible for Price (Cover B) Bid opening, inviting their consent to match L1 rate for quoted by them and the Bidder who has given consent, in writing, will be considered as Matched L1.

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

**ARTICLE 5.**

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

**ARTICLE 6.**

- (a) *If the L1 supplier has failed to supply the required , with in the stipulated time of 60 days, unexecuted purchase orders will be automatically considered cancelled and the Ordering authority is at liberty to make alternative arrangement for purchase , for which the Purchase orders have been placed, from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier without even informing the supplier and in such cases the tender inviting authority has every right to recover the cost and impose the penalty as per provisions of the bid document.*
- (b) Ordering authority may place Purchase Orders with the Matched L1 for purchase of the Salt testing, as per provisions of the bid document, provided such Matched L1 rate Bidder shall execute necessary agreement indicating the production capacity as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such Bidder is eligible for the placement of Purchase Orders for the ,quoted by them.

#### **ARTICLE 7.**

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

#### **ARTICLE 8.**

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

#### **ARTICLE 9.**

- (a) The supplier shall start supply the , required by ordering authority at the destination mentioned in the schedule, within the period stipulated in the Purchase Order.
- (b) The supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. ordering authority will not be responsible for the loss to the supplier and will not entertain any demand/claim.

#### **ARTICLE 10.**

- (a) *The supplier shall, after supply of , at the specified destinations, submit Excise Invoice (Original), copy of the Purchase order, Test Report, , Delivery Challan, Invoice and other relevant documents etc., at the Office of concerned ordering authority claiming payment for the supply made.*

#### **ARTICLE 11.**

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

#### **ARTICLE 12.**

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

#### **ARTICLE 13.**

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

**ARTICLE 14.**

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

**ARTICLE 15.**

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

**ARTICLE 16.**

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

**ARTICLE 17.**

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

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

**List of Items quoted**

1. Name of the firm and address  
as given in license :
  
2. License No. or import License No. :
  
3. Date of issue & validity :
  
4. Market standing Certificate  
Obtained on :
  
5. Details of Endorsement for  
all products quoted :

| Sl. No. | Item Code | Specifications | Date of Endorsement obtained from the Licensing authority | Whether Endorsement is in Generic or Trade Name |
|---------|-----------|----------------|-----------------------------------------------------------|-------------------------------------------------|
| 1.      |           |                |                                                           |                                                 |

Authorised signatory :

Date :

**Bar coding details**

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

Directorate of Health Services  
Madhya Pradesh

Ref: Drug cell:

Bhopal dated

To

**All Suppliers of ,  
(By e-mail as given on mandate form/Copy by post)**

**Sub: Mandatory GS1 Barcode Requirements as per MOHFW on Tertiary packing in Phase I**

**Ref: Tender for Supply of to various Government Hospitals of Government of Madhya Pradesh for a period of one year**

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

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

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

Director Medical Services

General Notes:

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

**MANDATE FORM**

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

Date:

Company Seal

Signature

Place:

(Name of the person signing &amp; designation)





CHECK LIST

**ANNEXURE - XVI**

**COVER - A.**

- |                                                                                                                                                               |                          |     |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-----|----|
| 1. Checklist – Annexure-XVI                                                                                                                                   | <input type="checkbox"/> | Yes | No |
| 2. EMD in the form of BG shall be kept in an envelop                                                                                                          | <input type="checkbox"/> | Yes | No |
| 3. Documentary evidence for the constitutions of the company / concern                                                                                        | <input type="checkbox"/> | Yes | No |
| 4. List of Board of Directors certified by the C.S/C.A. In case of proprietor/partners notarized self declaration along with certificate of Register of firms | <input type="checkbox"/> | Yes | No |
| 5. Duly attested photocopy of Licence for the product duly approved by the Licencing Authority/District Industries center for each and every product quoted.  | <input type="checkbox"/> | Yes | No |
| 6. Duly attested photocopy of Import Licence, if imported Import licence                                                                                      | <input type="checkbox"/> | Yes | No |
| 7. The instruments such as power of attorney, resolution of board etc.,                                                                                       | <input type="checkbox"/> | Yes | No |
| 8. Authorization letter nominating a responsible person of the Bidder to transact the business with the Tender inviting Authority.                            | <input type="checkbox"/> | Yes | No |
| 9. Market Standing Certificate issued by the Chartered Accountant                                                                                             | <input type="checkbox"/> | Yes | No |
| 10. Self attested Non Conviction Certificate                                                                                                                  | <input type="checkbox"/> | Yes | No |

|                                                                             |                          |                          |                          |
|-----------------------------------------------------------------------------|--------------------------|--------------------------|--------------------------|
|                                                                             | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Annual Turnover Statement for 3 Years (Annexure-VI)                     | <input type="checkbox"/> | Yes                      | No                       |
| 12. Copies of balance sheet & profit loss account for three years           | <input type="checkbox"/> | Yes                      | No                       |
| 13. Annexure-I (Sales Tax clearance certificate)                            | <input type="checkbox"/> | Yes                      | No                       |
| 14. Annexure-II (Undertaking for embossment of logo)                        | <input type="checkbox"/> | Yes                      | No                       |
| 15. Declaration Form in Annexure-III along with enclosure.                  | <input type="checkbox"/> | Yes                      | No                       |
| 16. Declaration for eligibility in participating the tender (Annexure-IV)   | <input type="checkbox"/> | Yes                      | No                       |
| 17. Proforma for Performance Statement (Annexure-V)                         | <input type="checkbox"/> | Yes                      | No                       |
| 18. Details of Manufacturing/Importing Unit in Annexure-X                   | <input type="checkbox"/> | Yes                      | No                       |
| 19 WHO, UNICEF, ISO certificates if any                                     | <input type="checkbox"/> | Yes                      | No                       |
| 20. List of items quoted without rates. Annexure-XIII                       | <input type="checkbox"/> | Yes                      | No                       |
| 21. Mandate Form (Annexure-XV)                                              | <input type="checkbox"/> | Yes                      | No                       |
| 22. The Tender document signed by the Bidder in all pages with office seal. | <input type="checkbox"/> | Yes                      | No                       |

|                                                                                                                                          |  |        |
|------------------------------------------------------------------------------------------------------------------------------------------|--|--------|
| 23. Production Capacity certificated issued by issued by Industries Department or by practicing CA or by competent drug regulatory body. |  | Yes No |
| 24 One set of MVA kit as sample along with physical copy of technical bid.                                                               |  | Yes No |

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

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

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

Beneficiary: \_\_\_\_\_ [insert Name and Address of Purchaser]

Date: \_\_\_\_\_

BID GUARANTEE No.: \_\_\_\_\_

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

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

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

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

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or

(ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

