

U.P. RURAL INSTITUTE OF MEDICAL SCIENCES & RESEARCH
Saifai (Etawah)-206301

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Tender No : RIMS&R/MED- /11-12
Number of Pages :
Tender Fee : **Rs 500/- (Rupees Five**
(Non Refundable) **Hundred Only)**
Date of Submission : **As per N.I.T. schedule**
Date of Opening : **As per N.I.T. schedule**

Date of Opening : *Please go through the terms and conditions of this non-transferable tender documents thoroughly and offer your best rates on the format enclosed/letter head of your firm (as per format enclosed) duly typed or legibly written, signed & stamped.*

Address for communication

Director,
U.P. Rural Institute of Medical & Sciences & Research,
Saifai, Etawah.
(U.P.)-206301

Tel- 05688-276529, FAX-05688-276529, & 276599

Chief Co-Ordinator Purchase : Tel- 276569, FAX-276569

Finance Officer, : Tel-276598, FAX-276599

MM Office : Tel- 276529, FAX-276529

DRUGS & MEDICINE

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U.P. Rural Institute of Medical Sciences & Research

Saifai, Etawah (U.P.)

Phone: (05688) 276529 Fax: (05688) 276529 & 276599, Website: www.rimsnr.ac.in

Ref. No: 291/M.M. Deptt/RIMS&R/11-12

Dated: 13 June 2011

NOTICE INVITING TENDER

Sealed Tenders are invited for procurement of Drugs & Medicines, Surgical Consumables including dressing materials & Sutures and Diagnostic Items (Chemicals, Reagents, Kits, Plastic ware and Glass Ware) from the reputed & genuine Manufacturers / Importers (in case of Drugs & Medicine and Surgical Consumables including dressing materials) and from the Manufacturer/Authorised Distributors (in case of Chemicals, Reagents, Kits, Plastic ware and Glass Ware). The turn over limits are as under:-

Serial no	Category of the Product	Minimum Turn Over
01	Drugs & Medicines	Rs 25 Crore
02	Surgical Consumables including dressing materials & Sutures	Rs 20 Crore, However it can be relaxed to the manufacturer of Cotton Gauge, bandage, OT Dress upto 50 Lacs.
03	Diagnostic Items (Chemicals, Reagents, Kits, Plastic ware and Glass Ware)	Rs 50 Lac

Bids of the tenderers who are not having the above mentioned turn over will not be considered.

The tender documents can be obtained during working hours from the Materials Management Department on payment of non refundable tender cost of Rs 500/- (Rupees Five Hundred) only in the shape of demand draft / pay order drawn in favour of "Finance Officer, UP RIMS&R", payable at Saifai (ETAWAH) along with an application on firm's letter head. The tender documents can also be downloaded from the Institute Web site www.rimsnr.ac.in and can be submitted alongwith tender cost of Rs 500/- only in the form of demand draft / pay order as narrated above and should be enclosed with desired amount of EMD (Demand Draft/Pay Order of tender fee shall be made from the date of sale of documents and closing date of sale of the tender documents). In case the tender documents are required through speed post/courier, Rs 100.00 (Rupees One Hundred Only) may be added as postal charge. Schedule of Tender process is as follows:-

Name and category of items	Starting date of sale of tender documents (within working hours)	Closing date of sale of tender documents (within working hours)	Last date for submission of tender upto 1400 Hrs	Time & Date of technical bid opening
Drugs and medicines	20 June 2011	19 July 2011	22 July 2011	26 July 2011
Surgical consumables including dressing materials & Sutures	20 June 2011	19 July 2011	22 July 2011	28 July 2011
Diagnostic Items (Chemicals, Reagents, Kits, Plastic Ware & Glass Ware)	20 June 2011	19 July 2011	22 July 2011	01 Aug 2011

In case, the date mentioned above is declared Government Holiday, the date shall automatically be shifted to the next working day. Offers received within the stipulated period will only be considered. Institute shall not be responsible for any postal delay.

The Director reserves the right to accept or reject the tender as a whole or part without assigning any reason thereof.

DIRECTOR

To,

Director
UP RIMS & R
Saifai, Etawah-206301

Subject: Tender Enquiry No UPRIMS&R/Med- /2011-12

Sir,

I have gone through the terms and condition laid down in the tender documents and accepts the same.

I am hereby submitting the technical bid and enclosing the documents as per details given below:-

CHECK-LIST

S.No	Name of documents	Page No (From- To)
1.	Cost of Tender documents(If downloaded the tender Documents from Institute website within NIT schedule) (DD No/Pay Order_____date_____ - issuing Bank_____for Rs 500.00	-----
2.	Details of EMD- TDR/FDR No_____date of issue_____ Name & address of Bank issuing TDR/FDR_____ _____amounting to Rs 25000/- . This EMD is being enclosed along with the technical bid)	-----
3.	Tender Documents duly signed on all pages	-----
4.	The name of agency e.g. US-FDA, CEE, WHO-GMPDGQA etc Certifying the quality of products quoted.	-----
5.	Attested copies of valid manufacturing/import license as the case may be.	-----
6.	List of procurement agencies of repute to whom the tendered products have been supplied during last twelve month w proof.	-----
7.	Non conviction/No pending conviction certificate issued by Notary/drug licensing authority.	-----
8.	Attested copies of audited balance sheet/certificate issued by the Banker/Chartered Accountant for preceding two years to know financial status of the tenderer.	-----
9.	Attested copies of CST/VAT registration	-----
10.	Documentary evidence like company by laws etc. so as to vouch the status of the tenderer.	-----
11.	Attested copies of PAN (Permanent Account Number)	-----

Certified that each and every page of the tender documents are serially numbered and signed by me.

Yours faithfully,

Signature and name of authorized signatory

Designation

Name of the company (Tenderer)



DETAILS ABOUT TENDERER

01. (a) Name of the Tenderer : _____
- (b) Status of Tenderer
- (i) Manufacturer/Importer : _____
- (ii) Proprietorship/Partnership/ Company : _____
02. Full Postal Address : _____
- _____
- _____
03. Telephone No : _____
04. Mobile No. : _____
05. FAX No : _____
06. E Mail Address : _____
07. Name of the persons who are responsible for conduct of business as explained under section 34 of the Drug & Cosmetics Act 1940:-

Serial No	Name	Father's /Husband's Name	Age	Residential Address

08. Particulars of license held under the Drugs & Cosmetics rules including date of grant of license, if applicable :
09. (a) Names of procurement agencies with whom the tenderer is registered. :
- (b) Names of procurement agencies to whom Items have been supplied during last 12 months (Copies of supply order not to be enclosed) :
- (c) Has the tenderer ever been black listed / debarred by any procurement agency? If yes give details. :
10. (a) Is there any case pending in the court under the Drugs and cosmetics Act? If Yes, give details (attach separate sheets)like name of items, nature of complaints :
- (b) Has the tenderer ever been convicted Under the Drugs & Cosmetics Act? If yes, give details. If not enclose a copy of Non-conviction certificate from state drug controller where manufacturing is located. :

DETAILS OF FINANCIAL ASPECTS

1. Financial Status (Annual Turn over) of the tenderer. furnish attested copies of audited balance sheet /certificate by the Banker / Chartered Accountant for precedings two years to know financial status of the tenderer.

(Rs. In Lacs)

- | | | | | |
|----|-------|--|---|--|
| 2. | (a) | Annual Turn Over | : | |
| | (b) | Facilities available from Bank | : | |
| | (i) | Over draft facilities | : | |
| | (ii) | Over draft facilities against Hypothecation | : | |
| | (iii) | Others | : | |
| 3. | | Name and address of the Banker | : | |
| 4. | | Name and address of the Chartered Accountant | : | |
| 5. | | Furnish the following information with documents :- | : | |
| | (i) | Income Tax PAN | : | |
| | (ii) | Central Sales Tax Registration | : | |
| | (iii) | VAT Registration No | : | |
| | (iv) | Service Tax Registration No | : | |
| 6. | | Name and address of the Billing Agency /Distributor / Dealer, if any
(Billing Agency must have valid whole sale drugs License). | : | |

DECLARATION

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

Signature and Name of the
Authorized Signatory

<p style="text-align: center;">Seal of the Tenderer</p> <p>Date</p>
--

Designation

Date

Place

Warning : Subsequently, if information furnished in this tender found incorrect, tenderer is liable to be penalized including the Blacklisting.

LIST OF TENDERED ITEMS (DRUGS & MEDICINE)

SI No.	Tender Item SI. No.	Name of items as in the tender list	Specification, Pack Size Strength and Brand Name	Specify the category of product (Branded or Generic Brand or Generic	Sample Submitted (Yes or No)	Name of Agency for Quality certification e.g. US-FDA, CEE, WHO-GMP, DGQA etc)
(1)	(2)	(3)	(4)	(5)	(6)	(7)

1. Tender list sl. no. of the items should be the same serial no. as detailed in items list of tender documents.
2. Use separate sheet in the same format in case of need more space.
3. Any product other than listed in tender enquiry can be quoted in separate sheet in same format. The separate sheet for such unlisted product should be super scribed as " unlisted products".
4. Mention of category of each item whether Generic or Generic Brand or Branded is mandatory.
5. Submission of sample is at the discretion of tenderer, however product is liable for rejection due to non-submission.
6. List of items annexed alongwith. The quantity shown in the list are purely tentative and may be increased or decreased. The purchase order will be placed on actual requirement of the Institute.

SPECIAL TERMS AND CONDITION OF PRICE BID

1. All rates quoted should be for ONE UNIT (i.e. one Tablet/Capsule, One Vial/Ampoule, One Bottle of Liquid formulation, One syringe, one cannula, one service etc.)
2. Tender must ensure that the quoted rates are as per given format.
3. All rates quoted should be F.O.R. destination i.e. UP RIMS&R Saifai (ETAWAH).
4. Institute will own responsibility only for issuance of road permit on request, but not for Form C or Form D or any concessional form and clearance of consignment from any road, rail or postal terminals.
5. Tender item list Sl. No. of the item should be the serial no as detailed in item list of tender document.
6. Tenderer should quote firm and unconditional rates.
7. Rates should be accordingly for one unit. The composition, strength, dosage and size of each product should be as per details given in tender.
8. Plea of clerical error, typographical error etc, committed by the tenderer would not be accepted, unless intimated prior to the opening of price bid.
09. No correspondence will be entertained after opening of price bid.
10. The price quoted by the tenderer shall not in any case exceed the controlled price, if any fixed by Central/State Government and Maximum Retail Price (MRP)
11. Institutional price list of company, duly signed by the principals and stamped, must be attached.
12. After issuance of supply order, usually no deviation on terms and conditions of supply would be accepted, however in the interest of patient care & Institute, Director reserves the right to take decision on the matter.

FORMAT OF SCHEDULE OF PRICE BID

Sl. No.	Tender Item SI No	Name of items as appeared in the Tender List	Specification, pack size, strength and Brand Name (For Medicine)	Specification, size, Catalogue no. and Brand Name (For Surgical)	Maximum Retail Price (MRP in Rs)	Offered rates per unit only (In Rs)	Total Tax (in %)	Total Offered Rates /Unit (8+9) inclusive of all taxes
1	2	3	4	5	6	7	8	09

Note :-

- (1) Tender item list SI No. of the items should be strictly the same serial no as detailed in items list of tender documents.
- (2) Rate comparison will be done on nett rates as indicated in column No 09.
- (3) Validity of tender would be 06 (six) months from the date of opening and 12 (twelve) months in the cases of approved items. Validity can further be extended by mutual consent.

U.P. RURAL INSTITUTE OF MEDICAL SCIENCES & RESEARCH
SAIFAI, ETAWAH -206301 (INDIA)

**GENERAL TERMS AND CONDITIONS FOR NOTICE INVITING
TENDER FOR RIMS&R, SAIFAI(ETAWAH)**

The following terms and conditions should be complied with while submitting tender:-

1. Tender documents containing technical & price bids should be submitted separately and resealed in another envelope should be submitted in the office of Joint Director (M.M.) located at ground floor of administrative block of RIMS&R, Saifai.
2. Rates should be clearly typed or legibly written in figures as well as in words. Alteration, if any, unless legibly attested by the tenderer, with their full signature, shall invalidate the tender. The tender should be signed by the tenderer himself/ themselves or their authorized agent on his/their behalf. In case of the tender is signed by the agent, the authority letter in his favour shall be enclosed with this documents.
3. Sealed tenders should be submitted in two-bid system consisting of technical bid and price bid. The earnest money, cost of tender documents if downloaded and Technical Bid shall be submitted in first part in one envelop, while price bid as desired submitted in second part in another envelop, both separately sealed and put in one larger envelop duly sealed and inscribing on it tender No., equipment/material's name and last date of submission along with the tenderer's full address and contact number.
4. The tenderer should take care that the rates and amounts are written in such a way that interpolation is not possible. No blank space should be left, which otherwise may lead the tender liable for rejection.
5. Delivery schedule with definite date of delivery at destination taking into cognizance of transit facility must be indicated. This contractual delivery date/ period should be inclusive of all the lead-time.
6. The tenderers should clearly state whether they are manufacturer or importer.
7. The tenderer submitting his/her tender would be deemed to have considered and accepted all the terms and conditions of the tender documents. Notice inviting tender documents shall be considered as integral part of the tender documents.
8. The quantity mentioned in the schedule may increase or decrease to any extent depending upon the actual requirement.
9. Firms will keep a sample ready for the product demonstration, if asked. In case sample is not available the firm should not quote. No representation in this regard will be entertained.
10. Representation if any, to be submitted within 07(seven) days of purchase of tender documents.
11. The Institute reserves the right to cancel/reject the tenderer in full or part who generally do not fulfill the conditions stipulated in the tender documents without assigning any reason thereof.
12. Any action on the part of the tenderer to influence any person of the Institute will make his/her tender liable for rejection.
13. The tenderer shall submit the offer with original copy of the tender documents duly signed on each page. Item wise rates indicating units can be offered on the enclosed format on letter head of the firm on same format. In case tender documents are downloaded through the web site of the Institute, the tenderer must submit cost of tender documents of Rs 500/- as demand draft / pay order drawn in favour of "Finance Officer, RIMS&R" , payable at Saifai (Etawah) alongwith the technical bid (not with the price bid), failing to which the tender shall be rejected ab-initio.
14. Discrepancy in the supply order, if any must be communicated within 15 days from its issuance date.

15. The Institute may in writing make any revision or change in the purchase order, including additions or deletions from the quantities originally ordered and in the specification. If any such revisions/changes affect the price or delivery period, the same shall be subject to the adjustment of price /delivery period, where ever requi on the reasonable basis by mutual agreement in writing.
16. The Institute reserves the right to cancel the supply order or any part thereof and shall be entitl revise the contract wholly or in part by a written notice to the vendor, if:-
 - (a) The Vendor fails to comply with the terms and conditions of the supply order including specifications and other technical specifications and other technical requirement.
 - (b) The vendor becomes bankrupt or goes into liquidation.
 - (c) The vendor fails to deliver the goods in time and or does not replace the rejected goods promptly.
 - (d) A receiver is appointed for any or the property owned by the vendor.
17. Upon receipt of the said cancellation notice, the vendor shall discontinue all works of the purchase order and matters connected with it.
18. EARNEST MONEY DEPOSIT AND ITS FORFEITURE

Earnest money deposit of Rs 25000/- (Rupees Twenty Five Thousand) only in the shape of TDR/FDR valid for 18 months(EMD received in the shape of Demand Draft will cause the rejection of the tender) drawn in favour of "Finance Officer RIMS&R", payable at Saifai (Etawah) from any scheduled bank shall be enclosed with the technical bid by the tenderer. Earnest money Deposit will be retained as per tender terms and will refunded thereafter. The validity of EMD should be at least 18 months from NIT date. If the contractor fails or neglect to observe or perform any of his/her obligations under the contract, it shall be lawful for the purchaser to forfeit the EMD furnished by the contractor in part or full at sole discretion of the Director of this Institute.
19. Unless otherwise specified in the order, the order price shall remain firm and will not be subject to escalation of any description during the pendency of the order, notwithstanding the change in the cost of materials, labour and/or variations in taxes, duties and other levies on raw material and components that may take place while order in under execution, even if the execution of the order is delayed beyond the completion date specified in the order for any reason whatsoever.
20. For indigenous goods the price should be of FOR, RIMS&R, Saifai inclusive of all levies and duties wherever applicable. The rates of CST/VAT should separately and clearly indicated wherever chargeable, otherwise it will be deemed that such tax all be borne by the tenderer himself. The RIMS&R is not eligible to issue Form C or D for any rebate.
21. Validity of tender would be 06 (six) months from the date of opening and 12 (twelve) months in the cases of approved items. Validity can further be extended by mutual consent.
22. All goods or material shall be supplied by the vendor, strictly in accordance with the specification, drawings, data sheets, other attachments and conditions stated. Any alteration or those conditions shall not be made without consent of the Institute in ing which must be obtained in advance of the execution of the supply order. All materials furni ed by the vendor pursuant to the order(irrespective of whether engineering, design data or other information has been furnished, reviewed or approved by the Institute) will be executed to the best quality of their respective kind(unless otherwise specifically authorized in writing by the Institute) and shall be free from faulty design workmanship and materials, and to be sufficient size and capacity and of proper materials so as to fulfill in al respects with all operating conditions, specified in the supply order.
23. Medicine/surgical consumables items supplied should have $\frac{3}{4}$ (75%) of its total life at the time of supplying the items. The relaxation to this clause can only be given on the request to be made to Director, RIMS&R in very few and emergent cases subject to the validity of reason submitted by the firm/necessity of product for patient care by RIMS&R on the undertaking produced by the firm that "If items are not consumed with in the expiry period the same will be replaced free of cost with at least 50% of self life".

24. The medicine have to be replaced at the cost of the firm in case of deterioration is marked or the drug is found toxic.
25. In the event that the materials supplied do not meet the specifications and are not in accordance with the terms of this order, rectification is required , the Institute shall notify to the vendor giving full details of differences. The vendor shall report with in seven days of receipt of such notice and meet with representative of the Institute to take appropriate action required to remove the deficiency.
26. If the seller fails to attend the meetings at site within time prescribed above, the Institute shall immediately get the same rectified and seller shall reimburse all costs and expenses incurred by the Institute in removing such trouble or defects.
27. Time of delivery period as mentioned in supply order shall be essence of the order an no variation shall be permitted except with prior authorization in writing from the Institute. Request for time extension must reach before scheduled date of delivery. Grant of time extension will only be in case of genuine reason and at discretion of the Director, UP RIMS&R.
28. In the event of delay in making delivery on the part of the seller, it will be Institute's discretion to receive or not to receive delivery.
29. Forced majeure shall mean and be limited to the following:-
 - (a) Any war/hostilities
 - (b) Any riot or civil commotion
 - (c) Any earthquake, flood, tempest , lighting or other natural physical disaster.
 - (d) Any strike, or lock-out(Only those exceeding ten continuous days in duration)

Affecting the performance of the seller's obligations

The vendor shall advise the Institute by registered letter duly certified by Local Chamber of Commerce of Statuary authorities the beginning and end of the above causes of delay within 7 (seven) days of occurrence and cessation of such forced majeure condition, in the event of delay lasting over one month, if arising our causes of Force Majeure, the Institute reserves the right to cancel the order and the provisions governing termination state under articles shall apply.

For delays arising out of Forced Majeure, the seller shall not claim extension in completion date for a period exceeding the period of delay attributable to the causes of Force Majeure and neither the Institute nor the seller shall be liables pay extra costs provided it is mutually established that Force Majeure conditions did actually exist.

The vendor shall categorically specify the extend of F Majeure conditions prevalent in his works (such as power restriction etc.) at the time of submitting the bid and whether the same have taken into consideration or not in the quotations. In the event of delay delivery and/or nsatisfactory manufacturing progress and supply , the Institute has he right to cancel the purchase order as whole or in part without liability for cancellation charges.

In the extent of rejection of non confirming goods the vendor shall be allowed, without any extension of delivery time to correct the non-conformities, should however the vendor fail to do so within stipulated time, the Institute may cancel the order.

30. Neither payment shall be made for rejected materials nor the vendor would be entitled to claim for such items.
31. Rejected items would be removed by the tenderer from the site within two weeks of the date of rejection at their own cost. In case they are not remo ed they will be disposed off at the risk and responsibilities of the sellers without any further notice.
32. In the case of not honouring the supply order, the Institute will have the right to impose penalty as deemed fit and to forfeit earnest money resort to make purchase of the ordered articles at the seller cost.

33. In the case of non-supply of stores within stipulated period, it will be the discretion of the Institute to accept delivery with late delivery charges @ 1% per week subject to a maximum extent of 10% of the ordered value for delayed supply.
34. All the disputes and question, if any arise between the Institute and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply failure or refusal to supply any material or as to any other matter in any way relating to these presents shall be referred to the sole Arbitrator, President of the Institute/Chief Secretary of the U.P. Govt., or his nominee. Venue of such arbitration proceedings shall be the Institute or any other place as decided by the Sole arbitrator or his nominee. Arbitration and conciliation Act 1996 and rules made thereunder shall applied to the proceedings under this clause. In case of any legal proceedings, civil court at Etawah and High Court Allahabad or Lucknow shall be adjudicating Court.
35. PAN / VAT registration and Affidavit from a notary/drug licensing authority that the firm has never been black listed must be attached along with the tender.
36. Tenderer must agree to all terms and conditions stipulated in N.I.T. and undertake to sign the rate contract if required or supply the ordered material within the given period failing which EMD shall be liable to be forfeited.
37. Companies turn over per annum will be one of the major deciding criteria for empanelment and other references.
38. PAN, VAT registration would be required from the billing agent (other than tenderer) also.
39. Copy of WHO GMP / GMP with list of items approved is to be attached as per format recommended by WHO.
40. Any other recognized certification like ISO etc to be also attached.
41. Copy of Drug license / Valid Manufacturing license for manufacturing of the drugs issued by regulating authorities of country of origin and drug controller of India/State (Original Certificate) as applicable must be submitted.
42. Registration with any reputed govt. institute for products to be enclosed.
43. Technical Evaluation will be based on quality product, technical literature, registration with reputed Institute of State /Central (AIIMS, PGI) . No technical documents which are photocopied or downloaded from internet will be accepted. Such tender will not be considered for technical evaluation. No representation in this regard will be entertained. Regarding quality of product decision of the Director, RIMS&R would be final and binding.
44. The quantity shown in the list are purely tentative and may be increased or decreased. The purchase order will be placed on actual requirement of the Institute.
45. RIMS&R Supply & not for Sale to be printed on each drugs is mandatory.
46. Payment Terms:- Payment shall be on submission of the bill after completion of satisfactory supply as per terms & conditions of the supply order.

Special Note :- Drugs & Surgical consumables would be accepted as per decided norms and effort would be made to consume before expiry. However incase Instt. wishes for replacement with longer expiry, it would be the responsibility of Tenderer/ Beneficiary to ensure the same. Institute solicits cooperation from the prospective bidders to extend the maximum possible help to the poor patients of the Institute and to avoid any National Loss.

(Vipin Kumar)
I/C JD(MM)
U.P. Rural Institute of Medical Sciences
& Research, Saifai, Etawah

