TENDER NO. BMHRC/PUR/NEURO SURGICAL IMPLANTS/2016-17/R
(3rd Call)

TENDER DOCUMENT

FOR

SUPPLY OF SPECIALTY ITEMS

AT

BHOPAL MEMORIAL HOSPITAL

&

RESEARCH CENTRE, BHOPAL

Name (s) and Signature (s) of the bidder with stamp of the firm

Tender Fees Rs. 500 (Non returnable and Non transferable)

Tender Notice

Bhopal Memorial Hospital & Research Centre

Department of Health Research, Ministry of Health & Family Welfare, Government of India
Raisen Bye Pass Road, BHOPAL – 462 038 (M. P.)
Ph. No. 2742212-16 Website: www.bmhrc.org

The Director BMHRC, Department of Health Research, Ministry of Health & Family Welfare, Bhopal invites sealed tender in two bid from the original Manufacturers (Principal firms) or authorized distributors for imported products if there is no marketing office of Principal Companies in India, for supply of **Neuro Surgical Implants** for two years rate contract basis.

A complete set of tender document may be obtained w.e.f. **07.01.2017** in working hours or can be downloaded from the website at www.bmhrc.org, www.eprocure.gov.in. The last date of submission of tender will be **07.02.2017 up to 11.00 AM**. For more details refer our website www.bmhrc.org

Note: Exemption from payment of EMD & Tender Fees- SSI units registered with NSIC under its single point registration scheme are exempted from payment of EMD & tender fee.

Those bidders who have submitted the EMD earlier (against items mentioned in the tender No. BMHRC/PUR/NEURO SURGICAL IMPLANTS/2015-16 and BMHRC/PUR/NEURO SURGICAL IMPLANTS/2016-17 (2nd Call) need not required to submit the same, but tender fee is required.

(**Director In-Charge**)

Name (s) and Signature (s) of the bidder with stamp of the firm

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Name (s) and Signature (s) of the bidder with stamp of the firm

Format of forwarding letter

FORWARDING LETTER
(To be filled in by the tendering party in official letter head)

The Director,
BMHRC, Bhopal- 462 038

Tender number - BMHRC/PUR/NEURO SURGICAL IMPLANTS/2016-17/R (3rd Call)

Dear Sir,
With reference to the above Tender Enquiry I/We are submitting herewith our tender documents. The tender document is duly paginated and contains page No 1 to .....

A checklist chronologically indicating documents attached in original/copies is also enclosed.

1. I/We, the undersigned, hereby submit my/our tender for the Registration of firm/company for the supply of **Neuro Surgical Implants** on **two years** rate contract basis.
2. I/We are enclosing, herewith, Demand draft, D.D.No._____dated for **Rs.30,000** drawn in favour of the "DIRECTOR, BMHRC, BHOPAL" towards EMD/BID Security and shall remain in the custody of the BMHRC till decision as to the acceptance of the tender is known. Once the tender is decided, the performance security @ 5% of the contract value will be furnished by the undersigned (approved firm).
3. I/We undertake to sign the contract/ agreement, if required, within **10 (Ten days)** from the date of issue of the letter of acceptance, failing which our/my EMD/Bid security deposit will be forfeited and our/my name will be removed from the list of Company at BMHRC, Bhopal
4. I/We certify that I/We have gone through & agree to the terms & conditions of Tender Ref No. mentioned above and undertake to comply with them for the contract period

   (Valid for two years from the date of signing of the agreement).
5. I/We, the undersigned, hereby bind myself to supply these Items to Director, BMHRC, Bhopal during the validity of this tender & rate-contract.
6. BMHRC is not bound to take all or any of the articles enumerated in the **Annexure-I** in full or given in part of the estimated quantity, as the same is "**indicative**" in nature.
7. I/We will submit the **samples as and when required** and in case I/We fail to do so, the earnest money deposited by me/us can be forfeited by the Institute.
8. I/We will be agreed to keep the sufficient stock for required items on consignment

Name (s) and Signature (s) of the bidder with stamp of the firm

basis in departments and for payment of used consignment as per payment terms & condition clause in tender.

9. The conditions contained herein shall form part of and shall be taken as if they are included in the agreement.
10. I/We shall execute an agreement on Non-judicial Stamp paper of Rs. 100/- (Rupees hundred only) in case my/our tender is accepted and if I/We asked to act so, an agreement will be executed by me/us within 15 days of the intimation of acceptance of rates for the tender. However, this is to be treated as agreement otherwise.

11. The Director reserves the right to change any article on its being found to be of inferior quality. It shall be replaced by me/us free of cost within the given time to avoid any inconvenience to the hospital.

12. Vigilance enquiry Declaration.

Yours truly,

Signature of Bidder with full address

Name (s) and Signature (s) of the bidder with stamp of the firm

CHECKLIST

S. No.	DOCUMENTS ENCLOSED	YES/NO.	Page No.
1.	**Tender Document** with Seal & Signed of the bidder		
2.	Forwarding letter duly signed on the firm/company's letter-head.		
3.	Earnest Money Deposit of Rs. 30,000/- in the form of a Demand Draft.		
4.	Self Attested photocopy of Receipt of purchase of tender document or DD (for Rs.500=00)		
5.	Sole manufacturer of the product (proprietary Items), the firm must submit a Certificate of manufacturing & marketing license from the State/Central Drug Controller / Licensing Authority in support of its claim.		
6.	The bidder should have not less than 3 years of manufacturing and marketing experience for the specified product duly supported by documentary evidence. In case of newly introduced speciality items not less than one year manufacturing and marketing experience.		
7.	The Manufacturing firms should have minimum annual turnover as per **clause no. 26 (v).** The annual audited balance sheets of the manufacturing firm for the Last three financial years (FY2013-14, FY2014-15 & FY2015-16) Or **CA Certificate related to turnover**.		
8.	Copy of TIN No.		
9.	**Annexure-II** (Undertaking)**, Annexure-III** (undertaking for Replacement of the Defective item)**, Annexure-IV** (general information)		
10.	Valid **USFDA & DCGI/European CE (Germany, France, Italy)** certificate clearly indicating the products issued by competent authority.		
11.	Valid Schedule 'M' certificate issued to the firm/company showing the list of items manufactured by the firm/company and not more than 05 years old. **(if applicable)**		
12.	In case of imported items, import license and copy of the import registration of that particular items quoted in the tender indicating the list of products should be submitted along with 3 years' Marketing experience certificate issued by the Drug Controller or DCGI		
13.	Technical Bid in prescribed format		
14.	Authorization for Supply (if any)		

About BMHRC

Situated at Bhopal in Madhya Pradesh, the Bhopal Memorial Hospital & Research Centre (BMHRC) is a 350 bedded state-of-the art super specialty hospital dedicated to providing free of cost quality medical treatment to the victims of the Bhopal Gas tragedy of 1984. The Hospital has the following specialties: Cardiology, Cardiothoracic & Vascular Surgery, G.I. Surgery, G.I. Medicine, Neurosurgery, Neurology, Urology, Nephrology, Ophthalmology, Psychiatry, Pulmonary Medicine, Anesthesiology, Radiology, Pathology, Microbiology and Blood Transfusion.

BMHRC has eight Mini Units situated in different parts of the city to provide primary health care services to the gas victims. Patients needing specialized care at super-speciality level are referred to the main hospital, the BMHRC.

BMHRC is an institute under Department of Health Research, Ministry of health & Family Welfare, Govt. of India.

OFFICE OF THE DIRECTOR

BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE

DEPARTMENT OF HEALTH RESEARCH, MINISTRY OF HEALTH & FAMILY WELFARE, GOVT. OF INDIA
RAISEN BYPASS ROAD, KAROND CHOWK, BHOPAL, PIN- 462 038

Director BMHRC, Bhopal invites tenders in sealed envelope for **Neuro Surgical Implants** on consignment / utilization basis from reputed **Manufacturers (Principal firms) or authorized distributors for imported products if there is no marketing office of Principal Companies in India** for entering into two years rate contract.

GENERAL INTRODUCTION AND TERMS & CONDITIONS

Tender Ref. No.	:	**BMHRC/PUR/NEURO SURGICAL IMPLANTS/2016-17/R (3rd Call)**
Subject	:	**Rate contract for two years**
Place of enquiry & sale Tender	:	**Department of Purchase, BMHRC**
Closing date & Time:	:	**07.02.17 upto 11.00 AM.**
Opening date & time	:	**07.02.17 at 12.00 Noon**
Validity of Offer	:	**365 days**
Venue	:	**Conference room Block No.6, BMHRC, Bhopal**

GENERAL INSTRUCTION

1. Tender should invariably be submitted in two bid system containing two parts as detailed below:

   Part-I: - Techno commercial bid in sealed cover "Envelop T"
   Part-II: -Price bid/Financial bid in sealed cover "Envelop P"

   Both the sealed envelopes should then be put in **outer cover** indicating there on:
   Reference No. Of the Tender: BMHRC/PUR/NEURO SURGICAL IMPLANTS/ 2016-17/R (3rd Call)

a) **Tender regarding:** Tender for the purchase of **Neuro Surgical Implants** on two years rate contract basis.

b) **Due date for submission of the tender: 07.02.2017 upto 11:00 AM**

IMPORTANT NOTE

A) **Prices should not be indicated in the techno commercial bid. The pre qualification documents including EMD/Bid security as required in tender document should invariably be accompanied with the techno commercial bid.**

B) **Tenders submitted without two bid system procedure as mentioned above would be summarily rejected.**

C) **The documents should be dropped in the tender box kept at the Purchase department before the date and time of tender opening.**

D) **Bidders are requested to watch for any modifications/corrigendum on the BMHRC website(www.bmhrc.org)**

A) Part I – Techno Commercial Bid

All the documents mentioned in the eligibility/Technical criteria as per **clause 26** of the terms and conditions and check list (enclosed). List of items, Brand name, Company, pack size etc. should be enclosed with the Techno-Commercial Bid. The bid should be duly typed written, free from erasing/over-writing/cuttings.

Example for Techno Commercial Bid:

Tender Item S. No.	Item Description	UOM	Brand Name/ Cat No/ Lot No	Company	Pack Size	Drug License	3 years Manufacturing & Marketing Certificate	USFDA& DGCI /European CE (Germany, France, Italy) APPROVAL	Types
1	**Anterior Cervical Fixation System.**	Nos.	ABC	Medtronic	1 No.	Yes/No (Pg No.)	Yes/No (Pg No.)	Page no.	
	1. Anterior cervical plate.		ab		1 No.				
	2. Anterior cervical plate fixation screw.		cd		1 No.				

UOM=Unit Of Measurement, NA= Not Applicable

B) Part II- Financial bid

List of items quoted of the item, pack size etc exactly as submitted in the Techno commercial bid along with the price of the items should be enclosed in the Price Bid. It should be duly typed written, free from erasing/overwriting/cuttings. The rates will be valid for a period of two years from the date of signing of the agreement. **Prices are to be quoted only in INR. All final rate/Price quoted should be per unit as shown in example.**

Example for Financial Bid:

Item Sr. No	Item Description	UOM	App. Annual Requirement	Company	Brand Name/Cat No	Pack Size	Unit MRP (Rs.)	Unit Price (Rs.)	Tax in %	Net Rate (in Rs)
1	**Anterior Cervical Fixation System.**	No.	1	Medtronic	xyz	1No.	17000.00	**13000**	5%	**13650/-**
	1. Anterior cervical plate.				ab		15000.00	**12000**		**12600/-**
	2. Anterior cervical plate fixation screw.				cd		2000.00	**1000**		**1050/-**

Note: 1. UOM= Unit of Measurement

Example for quoting price in price bid

2. All the pages of tender documents should be **seal & sign of the bidder** and **properly numbered on each page**. **The total number of pages** must be indicated on the forwarding letter as per format attached. It is note that **without seal & signed tender documents** bid should **not considered**.
3. Manufacturers (Principal firms) or authorized distributors for imported products if there is no marketing office of Principal Companies in India intending to participate in the said tender should first ensure that they fulfill all the eligibility-criteria as prescribed as per the check list and terms & conditions of tender document, otherwise, the tender will be summarily rejected and no further correspondence will be entertained in this regard. Firm will enclose check list along with forwarding letter of the firm on the company's letter-head in which check-list of the attached documents should be mentioned invariably.
4. The tenders are to be quoted/submitted only by the Manufacturers (Principal firms) or authorized distributors for imported products if there is no marketing office of Principal Companies in India. Tenders submitted by suppliers/vendors on behalf of manufacturers will not be entertained even if they are authorized by the manufacturers. However, manufacturers (Principal firms) can give authority letter to the supplier/distributor/ stockiest/vendor for the purpose of making supplies, raising bills, collecting payment etc. In any case, the manufacturer has to accept

responsibility for any lapse on the part of the distributor/supplier.

5. Bidders are, therefore, advised to submit rates only if the terms & conditions as prescribed by the BMHRC are acceptable to them in total and they fulfill the eligibility-criteria.

6. It is hereby, informed that in case, any administrative action (imposing of liquidated damages, warning letter, risk purchase, short supply etc.) is taken by the BMHRC during the rate contract period against any approved manufacturer/vendor, it may be reflected during finalization of next rate contract as "**past performance**" of that manufacturer/vendor.

7. **Since type & size of implants to be implanted on the patient are being decided by the treating doctor at the time of procedure,** Successful bidder shall keep all approved items on **consignment / Utilization basis**. Bidder must insure that these items are to be made available in sufficient quantity to cater the whole need of the department. Lead time for replenishment of such stocks will be 24 to 48 hours**.**

8. The consignment items are to be supplied F.O.R. destination to concerned department with intimation to Main store, BMHRC and all the transit loss / expenses whatsoever, will be borne by the supplier/firm.

9. Purchase Order will be placed only for the items which have been utilized on the patients.

10. The approved rate contract holders should supply their all items to the departments as consignment items basis as per terms and condition and these should be strictly adhered to. In case they failed to supply the item, the item would be arranged either through local purchase or from open market under Risk Purchase Clause and cost limited to performance security. Bidders are, hereby, advised to quote the rates of only those products for which they can ensure supply as consignment basis.

11. **LIFE PERIOD:** Bidder shall be insured the expiry of supply of consignment should have more than six months. The bidder will be legally bound to supply the Items, for which they have quoted the rates in the tender during validity of the contract.

12. No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the supplier will supply such quantity as may be ordered from time to time during the tenure of the contract.

13. The Director BMHRC, Bhopal reserves the right to reject any or all tenders including the lowest quotation which is not confirming to the specification and other terms and conditions. No correspondence in this regard will be entertained.

14. The Director BMHRC, Bhopal reserves the right to reject any or all tenders including the lowest quotation to effect purchase outsides this contract in the event of any urgent demand arising in Hospital, where no stock are held or otherwise.

15. **Financial bid shall be strictly according to the required specifications, and as per format provided in the tender document.**

16. BMHRC shall send all correspondences through email so you are requested to provide your email address so that all communications may be done through email.

17. The Successful bidder shall furnish the performance security within 30 days of issue of contract for due performance of the contract. The performance security should be for an amount of 5% of the contract value payable in Indian rupees or Demand Draft/Bank guarantee from any commercial Bank in favor of Director, BMHRC, and it shall be valid for 30 months from the date of issue of Rate contract. The Performance Security shall be released on satisfactory completion of all contractual obligations. No interest shall be payable on the performance security. **Failure to furnish performance security in time would entail forfeiture of earnest money deposited by the firm & the cancellation of the contract.**

18. **Validity of the Contract:** The rates will be valid for a period of two years from the date of signing of the agreement deed plus extendable for further period on same terms & conditions if mutually agreed between vendor & Director BMHRC.

19. In case Manufacturer desires to supply the items through their authorized distributor/dealer, they may appoint distributor/dealer and enclose authority-letter in their favor to supply the approved Items during the rate contract period. It is desirable for the approved manufacturer to supply the Items **directly to the Institute.**

20. The bidders may download the tender documents directly from the website available at www.bmhrc.org, www.eprocure.gov.in. In such case, the bidder are required to submit the tender fee of **Rs. 500.00** (non-refundable and non-transferable) by way of separate demand draft drawn in favour of Director BMHRC, Bhopal and the same should essentially be enclosed along with the techno commercial bid. The bidders should specifically super scribe, "**downloaded from the website**" in red ink on the top left corner of the outer envelope containing techno-commercial bid & price bid separately. The tender cost fee should not be mixed with EMD amount. The tenders of bidders for not following the above procedure will be summarily rejected.

Tender fee is exempted for micro and small enterprises (MSEs) registered with National Small Industries Corporation Limited (NSIC).

21. **Samples of the quoted items must be submitted by eligible tenderer as and when informed by purchaser within 10 days from the date of issue of letter in the same serial order as quoted in tender for evaluation.**

22. Any dues or payments that have arisen to the Institution from the bidder for which no specific time-limit has been laid down in the terms & conditions, shall be payable by the bidder within such time limit as may be prescribed in the various letters/orders addressed to the bidders. On failure to do so:

    a) The bidder shall be liable to be debarred for supplying Items etc. to the hospital for a period as decided by the Purchase Committee / Director.
    b) The bidder is liable to be prosecuted in the court of law (Bhopal jurisdiction).

23. Important instructions for filling up of tender

a) Each & every paper/page of the tender document should be serially numbered and duly signed by the bidder. A proper catalogue/checklist should be

enclosed in the chronological order.

b) Tender is likely to be rejected, if instructions for filling up the tender document, submission of rate quotations and all annexure, are not fully & properly adhered to.

c) Tender may also be rejected, if it is not submitted by the prescribed date/time for the opening and any of the listed documents is either not attached or attached but found improper/not signed or not attested by the Competent Authority.

d) The technical bid **(Part-I)** and the price the price bid **(Part-II)** should be submitted as per the prescribed format shown in **example of techno commercial bid and price bid.** List of items are attached as **Annexure 1**.

e) The bidder should quote only one rate for each item as **Price per unit+ Tax in % (if any) = Net Rate.** Tax, if any, must be mentioned clearly. No correspondence in this regard will be entertained at a later date and **Net Rate** quoted in the tender will be treated as final for all purposes.

f) Prices are to be quoted only in Indian Rupees. All Final Rate or Price quoted should be **PER UNIT** and applicable taxes extra and such final price should not exceed MRP.

g) MRP of each item should be mentioned/ listed along with **prices offered for BMHRC** in the Price Bid

h) <u>The net price should be up to two (2) decimal points (i.e. .00).</u>

i) In case any Tenderer, if charges higher rates for any item (items) more than the MRP, the action like forfeitures of performance security and removal of name from the list of the supplier shall be taken against the firm.

j) The date and time of Price Bid opening shall be intimated to all technically responsive bidders through email only.

k) In case of any attempt for cartelization /collusion /rigging by bidders with a view to hike up the prices, all bids will be rejected and such bidders will be blacklisted.

l) Fax/email and letterhead quotations are not acceptable and if received will be ignored.

n) The Institute will not own the responsibility of:

i. Issuance of road permit or any concession forms;

ii. Clearance of consignment by road, rail, air transport agencies etc.

o) Director-BMHRC, Bhopal has the full and exclusive right to withdraw the purchase order at any time without assigning any reasons.

p) There is no vigilance / CBI case or court case pending against the firm or any of the partners/directors of the firm.

24. The tender shall be rejected if:

i. A firm submits conditional tender;

ii. Tender is not sealed properly.

iii. If tender is not legible.

iv if not supported by EMD & tender cost.

v If financial bid is not found in the Financial Bid envelope.

vi If tender is not dropped into proper tender box.

25. Bid Opening

a) The Tender Opening Committee (TOC) of BMHRC will open bids in the presence of bidder's representative, who willing to attend, at the time and date

as specified

b) The bidder's representatives, who willing to attend the bid opening, shall bring with them a letter of authority from the bidder on the letter head for having been authorized to be present at the time of opening of the bid. In the absence of such a letter of authority, the representative will not be allowed to present and/or to attend the bid opening. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid of opening being declared a holiday for the purchaser the bids shall be opened at the appointed time and location on the next working day.

c) The techno commercial bid shall be examined, on the basis of information/documents/Samples submitted by the Bidder with the Technical bid and professional recommendations of the Technical Evaluation Committee (TEC).

d) No price negotiation shall be made, However BMHRC reserves the right to call for price negotiation with L1 only if the price quoted by the bidders are not found to be reasonable.

26. ELIGIBILITY/TECHNICAL CRITERIA

Firms to be eligible should fulfill the following criteria

(i) **EMD**: Each tender should be accompanied with an EMD/bid security amounting to Rs.30,000.00 only (rupees Thirty thousand only) by way of demand draft drawn in favour of "Director BMHRC, Bhopal", failing which the tender shall not be considered for acceptance and will be out rightly rejected. Cash/Cheque is not acceptable at all. The EMD/bid security deposited against other tenders cannot be adjusted or considered for this tender. No interest is payable on EMD/bid security. The Tender Number, due date, Name and complete address of the firm should also be written on the back of the demand draft.
Exemption from payment of EMD: - Firms registered with the Central Purchase Organization (e.g. DGS&D) and NSIC who are exempted from payment of EMD are also allowed for exemption from payment of EMD if the product being quoted is actually manufactured by them and the products is registered with these agencies. Firms registered with these agencies, and are selling products of other companies and not manufacturing the quoted products are not allowed exemption from payment of EMD. To avail EMD exemption, the firms should submit a legible photocopy of valid Registration Certificate of the products manufactured and registered with DGS&D and NSIC in a separate envelope along with the technical bid.

(ii) **DRUG LICENSE:** An Attested copy of valid drug license **(if applicable)** / import License from the State/Central drug controller for the manufacture /Import of the Items quoted may be attached. If revalidation of drug license has been applied, copy of application to State/Central Drug / Licensing authority may be attached.

(iii) QUALITY:
In case of imported Items (i.e. not manufactured in India), import license and copy of the import registration of that particular item quoted in the tender indicating the list of products should be submitted along with USFDA & DCGI certificate.

(iv) **EXPERIENCE:** The bidder should have not less than 3 years of manufacturing and marketing experience for the specified product duly supported by documentary evidence.

In case of newly introduced speciality items not less than one year manufacturing and marketing experience.

(v) ANNUAL TURNOVER: The Manufacturing firms should have minimum annual turnover of **Rs.10.00 Crore in each per year during** last **three financial years (FY2013-14, FY2014-15 & FY2015-16). The annual audited balance sheet (audited by Chartered Accountant) of the manufacturing firm for the three financial years (FY13-14, FY14-15 & FY15-16) should be enclosed in all cases.**

(vi) Exemption from Turnover of Eligibility Criteria: Small Scale industries are exempted from providing the minimum turnover criteria as per guidelines laid down by Govt. of India for SSI Units to ensure that there is no discrimination against them.

(vii) In case of MSE (Micro & Small industries, manufacturer the price preference of L-1+15% will be made available during award of the tender.

(viii) Small scale industries are exempted from the security deposit upto the monetary limit for which at the unit is registered and also exempted from providing the minimum turnover criteria as per guidelines laid down by Govt. of India for SSI units to ensure that there is no discrimination against them.

(ix) In case, any firm submits any forged document in support of the tender requirement and it proved at any stage, the firm would be debarred for minimum 05 years and EMD/performance Security submitted by the firm shall be forfeited. No correspondence whatsoever will not be entertained, in this regard.

(x) If a firm is the sole manufacturer of the product, the same can be treated as a **Proprietary item** or newly introduced **(Patent)** item, the manufacturer will be eligible provided the firm submits a certificate from the Centre/State Drug Controller / Licensing Authority in this regard. Proof of duration of '**Patent**' for the items should also be submitted with the tender.

(xi) Tender shall be rejected if the copy of sales tax registration certificate (now called as VAT) is not furnished. Firm shall furnish a certificate on their firm's letter head stating that up to date returns have been filed and there are no dues with the concerned department.

(xii) Non-conviction certificate issued by the State/Centre Drug Controller to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the last one year in respect of any of the Items for which prices have been quoted by the firm.

27. Force Majeure:- Any failure of omission or commission to carry out the provisions of this contract by the successful Bidder shall not give rise to any claim by any party, one against the other if such failure of omission or commission arises from an act of God which shall include an acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulations of the Government,

lockout and strikes, riots, embargoes or from any political or other reasons beyond the successful Bidder control including war(whether declared or not), civil war or state of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

28. The supply, if it is rejected, has to be removed and replaced within a period of fifteen Days from the date of receipt of intimation from BMHRC .In case of failure to do so, the rejected supply can be disposed off by the Director-BMHRC Bhopal, in his own way and discretion and he shall not be responsible, in any way, for doing so. BMHRC shall not be held responsible for replacing/sending the material to the place of the supplier.

29. **(i) For all those items, which are required to be stored under controlled temperature / cold chain, bidder must ensure to supply these items under controlled temperature/cold chain.**
(ii) If the product is found to be not of standard quality, the cost of testing done by the Institute will be recovered from the supplier.

30. The purchaser will not pay separately for transit insurance and the bidder will be responsible for delivery of items covered by the purchase order in good condition at the main store, BMHRC and for this purpose, freight, insurance, octroi etc., if any will have to be borne by the successful bidder.

31. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength etc. before the date of expiry marked on the labels.

32. Loose supplies/ damaged packing /Tempered or Damaged labeled supplies shall not be accepted under any circumstances.

33. Supplies shall be made in proper boxes.

34. The bidder shall be required to have continuous feedback from the Institute about the slow moving/non moving products and status of expiry and arrange for replacing such items (stocks).

35. In case any discrepancy arises in the Invoice due to miscalculation etc., the Bidder shall be liable to pay back the excess amount on this account, even after completion of the contract period. It will be a condition on the approval of the offer that the price charged for the stores supplied to the hospital shall in no event exceed the lowest at which the tenderer sells the stores of identical description to any other individual / Govt or private institution. Violation of this clause will entail debarring the erring firm from participating in the next tender.

36. If at any stage during the tenure of the tender, the tenderer reduces the unit price lower than the price charged under the agreement, the tenderer will forthwith notify such reductions of the unit price to the Director BMHRC, Bhopal

37. Complete literature of each of the quoted articles separately is must for necessary evaluation.

38. Items must be USFDA & DCGI/European CE (Germany, France, Italy) approved.

39. The Items supplied are also liable to be tested at random by chemical analysis from Govt. approved lab / Govt. testing lab without any intimation to the supplier. If the new test report is contradictory with the test report submitted, the cost incurred on the whole process of testing shall be deducted from their pending bills and this will be intimated to the supplier by the hospital and process of recovery shall be started. Also, if at any stage of use the supplies are found substandard, NO PAYMENT will be made for the entire rejected / substandard batch of that particular item, even if the supplies have been consumed in good faith and the facts will be notified to the Drug Controller of India / State Drug Controller for taking necessary action.

40. All participating firms must submit an undertaking stating that they or any of their products have neither been blacklisted nor debarred from participating in future tenders by any State Government / Central Government organizations. If at any stage their claim turns out to be false, the said firm will render itself liable for punitive action, as deemed fit. The present tender in which they have quoted would be summarily rejected besides being debarred from participation in next future open tender **(Annexure-II).**

41. All certificates/ License as specified in the tender document should be in English language. Alternatively, a translated copy in English (by an authorized translator), along with the original copy will be accepted. The translated copy should be duly certified / attested by the competent authority

42. Canvassing of any sort or influencing the members of any committee involved in the purchase process at any stage shall be considered for disqualification of bid.

43. Inspection:

The Director reserves the right for inspection of the Firm participating in the tenders, by officers appointed by the Director. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies on the basis of rate-contract and to ensure that good manufacturing practices are being followed by the manufacturer. The decision of the Director shall be final in this regard.

44. Payment Terms

Payment in 90 days would be released after the item consumed to the patient and submission of bill after consumption.

In case of non supply of material within the due date i.e. within the date of delivery, the Director BMHRC, Bhopal will have the right to impose penalty like forfeiture of performance security and removal of the name from the list of the contractor and **Liability of the vendor will be limited to amount of performance guarantee of risk purchase.**

LD Should be deducted as under

(A) Delivery period of the item shall be 30 days the receipt of purchase order

(B) 7 days will be given to the supplier since purchase order are posted or sent through courier.

(C) 2% LD will be imposed if delivery is between 38 to 50 days

(D) 1% additionally LD will be imposed for every additional delay of 15 days

(E) The maximum LD amount will not be more than 5% in any cases.

(F) In case of staggered deliveries the second supply will come under LD preview immediately after schedule date.

45. Firm debarred by any Govt. / Govt. undertaking for participating in Rate- Contract will not be considered for award of Rate-Contract during the period of debarment.

46. Furnishing of false information will make the bidder not eligible and the firm will stand be blacklisted.

47. Arbitration: If at any time, any question, dispute of difference whatever shall arise between the two parties (BMHRC on the one hand and manufacturer on the other hand) in relation to the purchase, either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to the two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties, the venue of the arbitration shall be at BMHRC, Bhopal.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation and commissioning etc.

Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof, of direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

48. Civil suit/Legal remedies: Any dispute if arises, shall be subject to jurisdiction of Bhopal court only.

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ANNEXURE – I

S.No	Item Description	UOM	QTY	Company	Brand Name / Cat No.	MRP	Basic Rate Per Unit (Rs.)	VAT %	Amount per Unit including VAT
1	**Anterior Cervical Fixation System.**	NOS	As and when required						
	a. Anterior cervical plate.								
	b. Anterior cervical plate fixation screw.								
2	**Minimally invasive traspedicutcar Percutaneous Screw fixation for thoracic and lumbar spine.**	NOS	As and when required						
	a. Minimally invasive transpedicular annulated screw.								
	b. Minimally invasive transpedicular rod for lumber & thoracic fixation.								
	c. Lock screw / Break off plug for Minimally invasive transpedicular screw.								
3	**Occipito cervical fixation system.**	NOS	As and when required						
	a. Cervical lateral mass screw.								
	b. Occipito cervical fixation rod.								
	c. Lock screw for cervical lateral mass screw.								
	d. Occipital bone plate / hook.								
	e. C1-C2 laminar hook.								
4.	VP SHUNT HIGH PRESSURE	NOS	"						
5	VP SHUNT MEDIUM PRESSURE	NOS	"						
6.	VP SHUNT LOW PRESSURE	NOS	"						
7.	EXTERNAL LUMBAR DRAINAGE SYSTEM	NOS	"						
8.	EXTERNAL VENTRICULAR DRAINAGE SYSTEM MEDICATED	NOS	"						
9.	EXTERNAL VENTRICULAR DRAINAGE SYSTEM NON MEDICATED	NOS	"						
10.	FIBRIN GLUE 2ML	NOS	"						
11.	FIBRIN GLUE 1ML	NOS	"						
12.	FIBRIN GLUE 0.5ML	NOS	"						
13.	MESH CRANIOPLASTY ALL SIZES	NOS	"						
14.	GIGLI SAW GUIDE	NOS	"						
15.	GIGLI SAW WIRE	NOS	"						
16.	VERTEBROPLASTY SET WITH BONE CEMENT	SET	"						
17.	NEEDLE BONE MARROW BIOPSY	NOS	"						
18.	CERVICAL TITANIUM CAGES FOR CERVICAL DISCECTOMY	NOS	"						

19.	**CLIP YASARGIL ANEURYSM TEMPORARY ALL SIZES**								
	Standard Type all sizes: 1. Curved 2. Slightly Curved 3. Straight 4. Bayonet 5. Angled 6. Slim **Fenestrated Type all sizes:** 1. Curved 2. Slightly Curved 3. Straight 4. Bayonet 5. Angled 6. Slim **Mini Type all sizes:** 1. Curved 2. Slightly Curved 3. Straight 4. Bayonet 5. Angled 6. Slim								
20.	**CLIP YASARGIL ANEURYSM PERMANENT ALL SIZES**								
	Standard Type all sizes: 1. Curved 2. Slightly Curved 3. Straight 4. Bayonet 5. Angled 6. Slim **Fenestrated Type all sizes:** 1. Curved 2. Slightly Curved 3. Straight 4. Bayonet 5. Angled 6. Slim **Mini Type all sizes:** 1. Curved 2. Slightly Curved 3. Straight 4. Bayonet 5. Angled 6. Slim								
21.	YASARGIL ANEURYSM CLIP APPLIER ALL SIZES (Should be compatible with S.No. 19 & 20)								

Note: **The compatible applier for item S. No. 19 & 20 should be provided by the L1 bidder on loan basis till the tender validity/available stock of L1 make for S.No. 19 & 20.**

Technical Specification :

A. **Anterior Cervical Fixation System**

1. **Anterior Cervical Plate:**

a. Should be made of Titanium Alloy & MRI compatible
b. Should be low profile with maximum width of 15-16mm, lower width is preferable.
c. Should have in built locking screw of should have anti migration mechanism to prevent screw migration which avoid use of locking screw s
d. Should be available in length from 22.5 mm to 70mm with 2-2.5 mm progressive increment.
e. Should have window for graft visualization, and should be more narrow width at the disc space to facilitate graft and end plate visualization.
f. Should have on alignment notch for accurate midline placement.
g. Should be used for tumor, trauma, deformity & degenerative diseases.
h. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved

2. **Anterior cervical plate fixation screw**:

a. Should be made of titanium alloy & MRI compatible
b. Screws should be available in self drilling, self tapping, fixed angle & vaiable Angled
c. Should be made available in 4 & 4.5 mm diameter with length from 12 to 20mm with progressive increment of 1mm
d. Compatible with 1 (Anterior Cervical Plate)
e. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved.

B. Minimally invasive traspedicutcar Percutaneous Screw fixation for thoracic and lumbar spine

1. Screws:

a. Should be made of titanium alloy & MRI compatible
b. Should be cannulated and ployaxial
c. Should be available in diameter of 4.5 to 7.5 mm with progressive increment of 1 mm and length should be available from 30mm to 70mm with progressive increment of 5mm.
d. Should be used for minimal invasive multilevel Percutaneous pedicle screw fixation system.
e. Should be useful for Thoracic and lumbar vertebral pathologies
f. Should be **DCGI & USFDA/European CE (Germany, France, Italy)**

2. Rod:

a. Should be made of titanium alloy & MRI compatible
b. Compatible with 1 (Screws)
c. Should be available in diameter of 5.5 mm
d. Rod should have distal tapered and for insertion and proximal end allow for manipulation.
e. Rod should be available in precontoured larditic curve with 5 mm increment for lumbar region in length 30mm to 100mm and in straight from 70mm to 240mm with 10mm increment.
f. Should provide powerful rod reduction for fixation irrespective of complexity
g. Instruments provided should be able to achieve compression and distraction of the vertebrae to achieve proper vertebral alignment
h. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved.

3. **Lock Screws / Brack off plug**

a. Should be made of titanium alloy & MRI compatible
b. Compatible with 1 & 2 (Screw & Rod)
c. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved

C. Occipito cervical fixation system

1. **Lateral mass screws:**

a. Should be made of titanium alloy & MRI compatible
b. Should be available in 3.5mm and 4mm diameter and in length varies from 10mm to 50mm with 2 mm progressive increment.
c. Self tapping, Ployaxial with top loading rod
d. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved.

2. **Rod:**

a. Should be made of titanium alloy & MRI compatible
b. Compatible with lateral mass screws and occipital fixation plate/hook
c. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved

3. **Lock Screw:**

a. Should be made of titanium alloy MRI compatible
b. Compatible with 1 & 2 (Lateral mass screws & Rod)
c. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved

4. **Occipital Fixation System:**

a. Should be made of MRI compatible titanium alloy
b. Should be integrated and fixed with 1, 2, & 3 (Lateral mass screws, Rod & Lock Screw) to achieve rigid Occipito cervical fixation.
c. Should be in the form of plate or hook
d. Should have slot for and insertion and fixation to occipital bone and to be provided along with fixation screws for the rod and occipital bone if any
e. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved

5. **C1-C2 laminar hooks**

a. Should be made of MRI compatible titanium alloy
b. Should be compatible 2 and 3 (Rod & Lock Screw)
c. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved

D. Cervical Titanium Cages for Cervical Discectomy

a. Made of international medical titanium
b. MRI Compatible
c. Spiked superior and inferior surface for secure sitting of implant.
d. Shaped like vertebral body.
e. Lateral and vertical openings for bony ingrowths and vascularisation.
f. Should be provided with all available sizes and the instruments for its fixation during surgery.
g. Reusable and Autoclavable.
h. Should be **DCGI & USFDA/European CE (Germany, France, Italy)** approved.

ANNEXURE-II

Undertaking

I/We certify that I/We have gone through & agree to the terms & conditions of **Tender Ref No. ----------** and undertake to comply with them for the contract period **(valid for two years from the date of signing of the agreement deed plus extendable on same terms & conditions as decided by Director, BMHRC).**

1. I/We certify that, I/We or any of my/our products have neither been blacklisted nor debarred from participating in future tenders by any State Government / Central Government organizations.

2. There is no vigilance / CBI case or court case pending against me/our firm or any of the partners/directors of the firm.

3. I/We, hereby, agree to all the terms and conditions, stipulated by the BMHRC in this connection including penalty etc.

4. I/We understand that The Director BMHRC, Bhopal reserves the right to reject any or all tenders including the lowest quotation without assigning any reasons (s) thereof.

5. I/We submit that I/We have never been convicted by the State/Centre Drug Controller under the Drugs and Cosmetics Act, 1940 and rules there under during the last one year in respect of any of the items for which prices have been quoted by me/us.

6. I/We agree that in case of failure to supply the material as consignment basis will be placed upon me, the institution can go to market for local purchase of the same at my/our risk and cost limited to the amount of performance security.

7. I/We agree that the condition on the approval of the offer that the price charged for the stores supplied to the hospital shall in no event exceed the lowest at which I/We sell the stores of identical description to any other individual / Govt or private institution.
8. I/We agree If at any stage during the tenure of the tender, I/We reduce the unit price lower than the price charged under the agreement, I/We will forthwith notify such reductions of the unit price to the Director BMHRC, Bhopal
9. I/we shall replace defective items / Loss or premature deterioration due to biological and/ or other factors during life span of stores by me/us free of cost within the given time to avoid any inconvenience to the hospital.

Name :

Sign :

Address:

Note: Undertaking can be submitted by the authorized distributors for imported products if there is no marketing office of Principal Companies in India

ANNEXURE-III

(To be filled in by the tendering party in official letter head)

I/we shall replace defective items/Loss or premature deterioration due to biological and/ or other factors during life span of stores by me/us free of cost within the given time to avoid any inconvenience to the hospital.

Yours truly,

Signature of Tenderer with full address

ANNEXURE-IV

PROFORMA TO BE FILLED BY THE TENDERER

GENERAL INFORMATION

a) Name of the firm:

b) Address & Telephone No.:

c) Whether the firm is Indian / Multi- national :

d) Person responsible for conduct of Business **:**

e) Has the firm been convicted ever, if yes, give details :

f) Any case pending in the Court with details :

g) Has the firm ever been debarred / black-listed by any Govt. Hospital for poor quality or late supply of drugs? If yes, give details.

h) **Fax No:-**

i) **E- Mail Address: -**

j) Name & Mobile No of person/ authorized signatory to be contacted for this tender: