

TENDER FEES – Rs. 1000/- (non refundable & non transferable)

TENDER NO. - BMHRC/SMO/STORE/DRUGS & IV FLUIDS/15-16/R2/16-17

TENDER DOCUMENT

FOR

SUPPLY OF DRUGS/MEDICINES & IV

FLUIDS

AT

BHOPAL MEMORIAL HOSPITAL &

RESEARCH CENTRE

BHOPAL

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, E-mail: tender@bmhrc.org

The Director BMHRC, Department of Health Research, Ministry of Health & Family Welfare, Bhopal invites sealed tender in two bid system from the Manufacturers or authorized distributors for imported products if there is no marketing office of Principal Companies in India, for supply of Drugs/Medicines & IV Fluids on two years rate contract basis from the date of signing of the rate contract (RC) and it is further extendable on same terms & conditions for one year (If required).

A complete set of tender document may be obtained by interested manufacturers from Hospital Stores, BMHRC, Bhopal w.e.f. 02/02/2017 from 09.00 hrs to 16.00 hrs (from monday to friday) & 09.00 hrs to 13.00 hrs (on saturday) with a request on letterhead of the manufacturing firm (without which the representative of the firm will not be allowed to collect the tender document) & upon payment (tender cost) of a non refundable fee of Rs. 1000/- (rupees one thousand only) in form of cash or demand draft in favour of Director BMHRC, Bhopal or can be downloaded from the website at www.bmhrc.org, www.eprocure.gov.in.

The last date of submission of tender will be 03/03/2017 upto 1400 hrs.

Director

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Format of forwarding letter

FORWARDING LETTER
(To be filled in by the tendering party on company's letter head)

The Director,
BMHRC, Bhopal- 462 038

Tender number- BMHRC/SMO/STORE/DRUGS & IV FLUIDS/15-16/R2/16-17

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 are self attested as per **Clause 31(a)** of tender document.

1. I/We, the undersigned, hereby submit my/our tender for the supply of Drugs/Medicines/I.V. Fluids on **two years** rate contract basis and it is further extendable on same terms & conditions for one year (If required).
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 subject to minimum of Rs. 30000 will be furnished by the undersigned.
3. I/We, hereby, agree to all the terms and conditions, stipulated by the BMHRC in this connection including penalty etc.
4. I/We undertake to sign the rate contract (RC), if required, **within 15 days** (Fifteen days) from the issue of the letter of acceptance, failing which our/my Security deposit will be forfeited and our/my name will be removed from the list of Company at BMHRC, Bhopal
5. I/We certify that I/We have gone through & agree with the terms & conditions of Tender Ref No. mentioned above and undertake to comply with them during the contract period **(valid for two years from the date of implementation and it is further extendable on same terms & conditions for one year) (If required)**
6. I/We, the undersigned, hereby bind myself to supply the Drug/Medicines/IV fluids to Director, BMHRC, Bhopal during the validity of this tender & rate-contract.
7. That the Drugs shall be of the best quality and kind. The test report of the supplied batch of the Drug/medicines will be either **on Form-39** (report of analysis) or from other Test Lab approved by **NABL** (National Accreditation Board for Testing and Calibration Laboratories) as the case may be except for imported drugs and as per the requirement of the hospital.
8. BMHRC is not bound to take all or any of the articles enumerated in the **Annexure-I** in complete quantity. It may be more or part of the estimated quantity, as the same is **"indicative only"** in nature.
9. I/We agree that in case of failure to supply the material for which a Purchase order will be placed upon me/us within the stipulated date of delivery, the institution can go to market for local purchase of the same at my/our risk and cost limited to the amount of performance guarantee.
10. 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 & the tender will not be considered for evaluation.

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

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- 11.** The conditions contained herein shall form part of rate contract (RC) and shall be taken as if they are included in the RC to be entered into or treated as RC itself at the discretion of the Director.
- 12.** I/We shall execute an rate contract 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, **within 15 days** of the intimation of acceptance of rates for the tender. **However, this is to be treated as rate contract otherwise.**
- 13.** 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.

Yours truly,

Signature of Tenderer with full address

CHECKLIST**For Part-I (Envelope "T")**

S.No.	DOCUMENTS ENCLOSED	YES/NO.	Page No.
1	Forwarding letter duly signed of the bidder on the company's letter-head.		
2	Earnest Money Deposit of Rs. 30,000/- in the form of a Demand Draft.		
3	Attested photocopy of Receipt of purchase of tender document or DD (for Rs.1000=00)		
4	The annual balance sheet or annual turnover certificate {as per clause no. 34(v) certified by Chartered Accountant } of the manufacturing bidder for the three financial years (FY2014-15, FY2013-14 & FY 2012-13)		
5	Self attested copy of valid Sales Tax / VAT/ TIN registration certificate		
6	Non-conviction certificate from the Drug Controller of State/Central issued not more than one year old from the date of opening of tender.		
7	Techno commercial bid (Part-I) as per format given " Example for Techno Commercial Bid " (Clause 1F) on page no 6 of tender document. (Part-I)		
8	Self attestation on terms & conditions of the tender document		
9	Annexure-II, Annexure-III , Annexure-IV ,Annexure-V & Annexure-VI on company's letter head		
10	Annexure-VII (Only submitted by successful bidders after sign rate contract)		
11	Annexure-VIII manufacturer/Vendor who are non empanelled in BMHRC		
12	Self attested copy of valid drug license / import License from the State/Central Drug Controller for the manufacture /Import of the medicine/drug quoted. If revalidation of drug license has been applied , copy of application to State/Central Drug Licensing Authority may be attached. The application for renewal was made within time frame as per Drugs and Cosmetics Act, 1940 as amended up to date and that has not been deleted by licensing authority.		
13	For newly introduced drugs/molecules or sole manufacturer of the product (proprietary drugs), the bidder must submit a certificate of manufacturing & marketing license from the State/Central Drug Controller / Licensing Authority in support of its claim.		
14	Public Sector Undertakings with more than 6 months market standing having manufacturing license issued by Central/ State Drug Controller.		
15	The bidder should have more than 6 months of manufacturing and marketing experience for the specified product duly supported by documentary evidence except in case of new drugs		
16	Valid WHO-GMP certificate clearly indicating the products (molecule/drug) issued by Central/ State Drug Controller and it should not be more than five years old.		
17	Valid Schedule 'M' certificate issued to the pharmaceutical bidder (s) showing the list of drugs/molecules manufactured by the bidder and should not be more than five years old.		
18	In case of imported drugs, COPP/import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products and more than 6 months Marketing experience certificate issued by the Drug Controller should be submitted.		
19	Latest certificate regarding the blood products being free from HIV, HBV & HCV viruses		

For Part-II (Envelope "P")

1	Financial bid (Part-II) in sealed envelope (Envelope-P) as per format given " Example for Financial Bid " (Clause 1G) on page no 6&7 of tender document. (Part-II/Envelope-P) (Refer Annexure-I)		
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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 provide free of cost quality medical treatment to the victims of the Bhopal Gas tragedy of 1984. BMHRC focuses on specialization with perfection through a diligent team of professionals and highly qualified doctors. This unique hospital dedicated to the victims of Bhopal gas tragedy is an epitome of translation of science of medicine distinguishes BMHRC from the rest of the hospitals in the country. The hospital has beautiful surroundings in the midst of which is a tribute to the gas victims named Homage and Hope, adding a soothing and healing touch of its own. 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.

The Research Centre in addition to undertake applied and basic research also provides molecular medical diagnostic services.



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 the procurement of drugs/medicines & IV fluids from reputed **Manufacturers or authorized distributors for imported products if there is no marketing office of Principal Companies in India for entering into two year rate contract (valid for two years from the date of implementation and it is further extendable on same terms & conditions for one year) (If required)**

GENERAL INTRODUCTION AND TERMS & CONDITIONS

Tender Ref. No.	: BMHRC/SMO/STORE/DRUGS & IV FLUIDS/15-16/R2/16-17
Subject	: Tender for the purchase of Drugs/Medicines/IV fluids on two years rate contract basis. valid for two years from the date of implementation and it is further extendable on same terms & conditions for one year) (If required)
Place of Enquiry & Sale of Tender	: Stores Department, BMHRC
Last date of submission of Tender	: 03/03/2017 upto 14.00 hrs.
Date of opening of Tender	: 03/03/2017 at 15.30 hrs.
Venue for opening of Tender	: Conference Hall of BMHRC, Bhopal
Validity of offer	: 365 days
Estimated Cost	: Rs. 2 crore approx per annum

General Instructions

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 larger cover** indicating there on:

- a) **Reference No. of the Tender: BMHRC/SMO/STORE/DRUGS & IV FLUIDS/15-16/R2/16-17**
- b) **Tender regarding:** Tender for the purchase of Drugs/Medicines/I.V.fluids on two years rate contract basis.
- c) **Due date for submission of the tender: 03/03/2017 upto 14.00 hrs.**
- d) **Name of the company and address:**

IMPORTANT NOTE

- A) **Prices should not be indicated in the techno commercial part of bid. The pre qualification documents as required in tender document should invariably be accompanied with the techno commercial part of 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 Stores department by 03/03/2017 upto 14.00 hrs.
- D) Bids received after the specified date & time will not be considered.
- E) Bidders are requested to watch for any corrigendum on the BMHRC website(www.bmhrc.org)
- F) **Part I – Techno Commercial part of Bid**

All the documents mentioned in the eligibility/Technical criteria as per **clause 34** of the terms and conditions and check list (enclosed). List of items Brand Name, Company, pack size etc. should be enclosed in the Techno-Commercial part of bid. The bid should be duly typed written, free from erasing/over-writing/cuttings.

Example for Techno Commercial part of bid:

											Mentioned Page Nos. against each Items								
S. No.	Group	Item S. No.	Item Description	UOM	Brand Name	Company	Pack Size	Manufacturing Licence (Own/TP/LL)	Drug Licence (DL)	DL Validity upto	More than 6 months Manufacturing & Marketing Certificate	WHO-GMP Certificate	WHO/GMP Validity upto	Schedule-M Certificate	Schedule-M Validity upto	Proprietary Certificate	COPP Certificate	Import Licence	Public Sector Undertaking
1	A	1	Amantadine Cap 100MG	CAP	xx	xx	1x10	TP	50	dd.mm.yy	85	65	dd.m.m.yy	67	dd.mm.yy	NA	NA	NA	NA
2	A	80	Dorzolamide Eye Drop 2%	NOS	xx	xx	1x1	LL	33	dd.mm.yy	25	40	dd.m.m.yy	46	dd.mm.yy	NA	NA	NA	25
3	B	91	Diclofenac Oint 30Gm	NOS	xx	xx	1x1	Own	55	dd.mm.yy	77	39	dd.m.m.yy	45	dd.mm.yy	NA	73	40	NA

Page Nos

UOM=Unit Of Measurement

TP= Third Party License Manufacturing, LL= Loan Licence Manufacturing, Own= Self Manufacturing

NA = Not Applicable

G) Part II- Financial part of bid

List of items quoted of the item, pack size etc exactly as submitted in the Techno-commercial part of bid along with the price of the items should be enclosed in the Financial part of bid i.e. 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 rate contract and it is further extendable on same terms & conditions for one year (If required). **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:

Group	Item S. No	Item Description	UOM	App. Ann. Requirement	Brand Name	Company	Pack Size	Unit MRP (Rs.)	Unit Price (Rs.)	Tax (in %)	Unit Net Rate in figure (Rs.)	Unit Net Rate in Words (Rs.)
A	1	Amantadine Cap 100MG	TAB	7200	xx	xx	1x10	7.00	2.20	5%	2.31	Two rupees and Thirty one paisa
A	80	Dorzolamide Eye Drop 2%	NOS	500	xx	xx	1x1	225.00	90.00	5%	94.50	Ninety four rupees and fifty paisa
B	91	Diclofenac Oint 30Gm	NOS	62000	xx	xx	1x1	28.00	4.60	5%	4.83	Four rupees and Eighty three paisa

Note: (a) UOM= Unit Of Measurement

(b) Example for quoting price in price bid

(i) MRP(for strip of 10 tab)=Rs. 70.00, Unit MRP=Rs. 7.00

(ii) Price (for strip of 10 tab)=Rs. 22.00, Unit Price=Rs. 2.20

(iii) Net rate (for strip of 10 tab)=Rs. 23.10, Unit Net rate in figure=Rs. 2.31

2. If there is any difference between the words & figure in net rate, the rate quoted in words will be taken to consideration.
3. If there is any difference in net rate due to element of tax, the lowest price will be taken for consideration & difference should be adjusted in unit price.
4. It may be noted that when the main cover is opened on the date and time scheduled for bid opening, only the technical bids will be opened and read out in public.
5. **All the pages of tender documents should be properly numbered, self attested and total number of pages be indicated on the forwarding letter as per format attached.**
6. Manufacturers 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 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. Bidder will enclose check list along with forwarding letter of the bidder on the company's letter-head in which check-list of the attached documents should be mentioned invariably.
7. The tenders are to be quoted/submitted by the Manufacturers or authorized distributors for imported products if there is no marketing office of Principal Companies in India . Tenders quoted by suppliers/vendors on behalf of manufacturers will not be entertained even if they are authorized by the manufacturers. However, manufacturers can give authority letter to the supplier / distributor / stockiest/ vendor for the purpose of making supplies, raising bills, collecting payment etc. **(hereinafter will be termed as 'Vendor')**. In case of company authorizing vendors for making supplies, It is desirable for the company to provide the authorization at the time of submission of tender document/submission of sign RC. The details are provided as per **(Annexure – VII)** . In any case, the manufacturer has to accept responsibility for any lapse on the part of the vendor.

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

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8. 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.
9. Before making the supply, approved rate contract holder should ensure that all labels of cartons, ampoules, vials, bottles, jars, tubes etc. should be embossed, imprinted, stamped with letters, **"HOSPITAL SUPPLY OR GOVERNMENT SUPPLY NOT FOR SALE"** with permanent ink. The Invoice/challan should be accompanied by the test report of the supplied batch of the Drug/ medicines and IV fluids will be either **on Form-39** (report of analysis) or from other Test Lab approved by **NABL** (National Accreditation Board for Testing and Calibration Laboratories) **(except for imported drugs)**.
10. Bidders are, hereby, directed to quote the rates of only those drugs/medicines for which they can ensure supply within 37 days from issue of Purchase order along with following.

SN	Test report	For all categories of drugs
a.	No Test Report	Drug value Upto Rs. 15000/-in a Purchase Order
b.	In House test report of manufacturer	Drug value between Rs. 15001 to Rs. 1 Lac in a Purchase Order
c.	Test Report either on Form 39 from Govt. approved analytical testing laboratory or from any other lab approved by NABL	Drug Value more than Rs. 1 Lacs in a Purchase Order

11. If any manufacturer/vendor fails in submission of required test report regarding medicine supplied within 90 days from the date of receipt of medicine than 20% of the value of the medicine will be deducted from the bill **(even BMHRC consumed the material due to emergency)** . If such instances are repeated five times than item will be discontinued from the rate contract and proportionate performance bank guarantee will be forfeited. After 20% deduction in case of receipt of the test report after 90 days from the date of receipt of medicines the amount deducted will not be refunded in any circumstances.
12. It is ,hereby, informed that in case, any administrative action (Imposition 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 would be reflected during finalization of next rate contract as **"past performance"** of that manufacturer/vendor.
13. Purchase Order will be placed from time to time during tenure of the contract, as per actual requirement, in which the exact quantities required on each occasion together with in direction of the scheduled delivery.
14. No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the manufacturer/vendor will supply such quantity as may be ordered from time to time during the tenure of the contract.

15. 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.
16. The Director BMHRC, Bhopal reserves the right to invite on his sole discretion, separate quotations to effect purchase outside this contract in the event of any urgent demand arising in hospital, where no stock are held or otherwise.
17. **Financial bid shall be strictly according to the format provided in the tender document.**
18. BMHRC will make all correspondence through email only so it is mandatory to provide the valid email address so that all communications may be done through email.
19. The goods are to be supplied F.O.R. destination (BMHRC stores) and all the transit losses / expenses whatsoever, will be borne by the bidder.
20. The Successful bidder shall furnish the performance security within **45 days** from the implementation of the tender. The performance security should be for an amount of 5% of the contract value payable in Indian rupees in form of Demand Draft/Bank guarantee from any commercial bank in favor of Director, BMHRC, and it shall be valid for 36 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 bidder & the cancellation of the contract.**
21. Qualified bidders for the items having approx annual requirement status "As & When Required" are advised to submit performance Bank Guarantee of Rs. 30000/-. After assessment if it is found that the performance bank guarantee is required more than Rs. 30000/- than bidder has to recoup the difference of PBG amount.
22. In case Manufacturers desires to supply the items through their authorized vendor, they may appoint vendor and endorse authority letter to BMHRC regarding supply of the approved Drugs/medicines & IV fluids during the rate contract period. It is desirable for the approved manufacturer to supply the Drugs/medicines & IV fluids **directly to the Institute.**
23. The bidders may download the tender documents directly from the website available at www.bmhrc.org, www.eprocure.gov.in. In such case, the bidders are required to submit the tender cost fee of Rs. 1000.00 (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 fee should not be mixed with EMD amount. The tenders of bidders for not following these instructions will be summarily rejected.
24. It is essential for the manufacturer/vendor to supply the items as per terms & conditions/specifications of the tender.
25. If the manufacturer/vendor fails to supply the required /ordered drugs within **120 days** from the date of issue of purchase order/scheduled delivery date, the rate contract may be cancelled for these drug(s) & proportionate performance security will be forfeited. Further the company will be disqualified for these drugs to participate in retendering process also.
26. In case of exhausting of security money/performance bank guarantee of the bidder due to any reason, the bidder is bound to recoup the security money/performance bank guarantee to BMHRC. This amount will be adjusted from the pending invoices of manufacturer /vendors by way of recovery.

- 27.**In case of discontinuation of manufacturing of product prior to opening of the bid, no EMD will be forfeited. If discontinuation of product will be between after bid opening & before finalization of tender, the EMD will be forfeited proportionately @ 2% of the annual requirement of BMHRC with reference to the item as L1 in financial bid. If product will be discontinued after finalization of tender than amount calculated @5% of the annual requirement of BMHRC, will be recovered from the pending bills or performance bank guarantee.
- 28.**In case of inhalers both the rates with dose counters & without dose counter (plain) are to be quoted, preference will be given to rates with dose counter.
- 29.**Preference will be given to Govt. companies and their subsidiaries subject to Govt. companies holding Good Manufacturing Practices (GMP) norms as per Schedule 'M' of the Drugs & Cosmetic Rules for Group-B.
- 30.**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 Medicines/Drugs etc. to the hospital for a period as decided by Director.
 - b) The bidder is liable to be prosecuted in the court of law (Bhopal jurisdiction).

31.Important instructions for filling up of tender

- a) All the papers should be self attested & each & every paper/page of the tender document should be serially numbered. A proper checklist should be enclosed in the chronological order.
- b) Tender is also likely to be rejected, if instructions for filling up the tender document, submission of rate quotations and all annexures, 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 by the Competent Authority.
- d) Tender may also be rejected, if Copy of tender document (Terms & Condition) is either not attached or attached but found improper/not signed or not attested by bidder.
- e) Tender may also be rejected, if tenders not accompanied with EMD/Bid security along with Techno-Commercial Bid (Part-I).
- f) The price bid (Part-II) should be submitted as per the prescribed format shown in **Annexure-I**.
- g) 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 (word & figure whichever is lower)** quoted in the tender will be treated as final for all purposes.
- h) Sales tax/VAT and other statutory levies should be shown separately and should not be included in the basic price, otherwise it will not be considered.
- i) Prices are to be quoted only in Indian Rupees. Price quoted should be **PER UNIT** and applicable taxes extra and such price should not exceed MRP.
- j) MRP of each item should be mentioned/ listed along with prices offered for BMHRC in the Price Bid
- k) In case of imported items where MRP is not indicated in exceptional cases, the Bidder will have to furnish rate list of the Principal bidder/ Manufacturers along with bill of entry to India on demand.

- l) The net price should be up to two (2) decimal points (i.e. .00) and if third decimal point having value of 5 or above than second decimal point will be increased by one and third decimal point is having value of less than 5 it will be neglated.**

32. The tender shall be rejected if :

- i. A bidder submits conditional tender.
- ii. Tender is not sealed properly.
- iii. Tender is not readable.
- iv. In case envelope of financial bid is not found or envelope of the financial bid found empty.
- v. It is not submitted by the prescribed date/time for the opening.

33. 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) Only one authorized employee/representative of manufacturer(s) or authorized vendor will be allowed to attend bid opening meeting on submission of authority letter from the bidder.
- c) 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 letter of authority, the representative will not be allowed to attend the bid opening. The bidder's representatives who will present shall sign a register evidencing their attendance. In the event of the specified date of bid of opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.
- d) The Tender Opening Committee (TOC) will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- e) The techno commercial bid shall be examined, on the basis of information/documents submitted by the bidder with the Technical bid and professional recommendations of the Technical Evaluation Committee (TEC) will be recorded on minutes.
- f) 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.

34. ELIGIBILITY/TECHNICAL CRITERIA

Bidders 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/bankers cheque of any commercial bank drawn in favour of "Director BMHRC, Bhopal" payable at Bhopal, failing which the tender shall not be considered for acceptance and will be out rightly rejected. EMD shall remain in the custody of the BMHRC till decision as to the acceptance of the tender is known. Cash/cheque is not acceptable at all. No interest is payable on EMD/bid security. The Tender Number, due date, Name and complete address of the bidder should also be written on the back of the demand draft.. **Bidders whose rate contracts are completely cancelled/terminated as punishment by BMHRC/others Central Govt. Hospitals during last 5 years are not entitled to participate in this tender.**

(ii) DRUG LICENSE :A self attested copy of valid drug license / import License from the State/Central Drug Controller for the manufacture /Import of the medicine/drug quoted. If revalidation of drug license has been applied , copy of application to State/Central Drug Licensing Authority may be attached. The application for renewal was made within time frame as per Drugs and Cosmetics Act, 1940 as amended up to date and that has not been deleted by licensing authority.

(iii) Features:

- a) Valid Schedule 'M' certificate issued to the pharmaceutical bidder (s) showing the list of drugs/molecules manufactured by the bidder and should not be more than five years old.
 - b) Valid WHO-GMP certificate clearly indicating the products (molecule/drug) issued by Central/ State Drug Controller and should not be more than five years old.
 - c) In case of imported drugs (i.e. not manufactured in India), COPP (Certificate of Pharmaceutical Products)/import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products alongwith more than 6 months Marketing experience certificate issued by the Drug Controller should be submitted.
 - d) Public Sector Undertakings with more than 6 months market standing having manufacturing license issued by Central/ State Drug Controller.
- (iv) EXPERIENCE:** The bidder should have more than 6 months of manufacturing and marketing experience for the specified product duly supported by documentary evidence except in case of new drugs.
- (v) ANNUAL TURNOVER:** The Manufacturing bidders should have minimum annual turnover for the **last three financial years (FY2014-15,FY2013-14 & FY2012-13) as:**

GROUP A,B

S. No.	Categories	Annual Turnover (Rs.)
1	Antibiotics	25 crore
2	Cardiovascular System	15 crore
3	Nutrition	15 crore
4	Central Nervous System	15 crore
5	Metabolism	15 crore
6	Alimentary System	10 crore
7	Respiratory System	10 crore
8	Eye	10 crore
9	Genito Urinary Tract	10 crore
10	Hormones	10 crore
11	Musculoskeletal Disorder	10 crore
12	Surgical	10 crore
13	Vaccines	5 crore

The copy of annual balance sheet or annual turnover certificate (certified by Chartered Accountant) of the manufacturing bidder for the three financial years (FY2014-15,FY2013-14 & FY2012-13) should be enclosed in all cases.

- (vi)** The manufacturing bidder should have to submit the copy of annual balance sheet or annual turnover certificate (certified by Chartered Accountant) of the manufacturing bidder for the last three financial year (**FY2014-15,FY2013-14 & FY2012-13**). The bidder will submit documentary proof to support this claim. In case, any bidder submits any forged document in support of the tender requirement and if it proved at any stage, the bidder would be debarred for minimum 05 years and EMD/performance Security submitted by the bidder shall be forfeited. No correspondence whatsoever will not be

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

entertained, in this regard.

- (vii) The manufacturing bidder should have to submit the self attested copy of valid Sales Tax / VAT/ TIN registration certificate.
- (viii) If a bidder is the sole manufacturer of the product, the same can be treated as a **Proprietary drug** or newly introduced (**Patent**) drugs/molecules, the manufacturer can be eligible if the bidder submits a certificate from the Central/State Drug Controller / Licensing Authority in this regard. Proof of duration of '**Patent**' for the drug should also be enclosed.
- (ix) All the bidders are directed to mention the page number of the tender document in techno commercial bid where valid WHO-GMP certificate/ valid Revised Schedule 'M' certificate & page number of manufacturing license for indigenous drugs / import license for imported drugs have been attached. **(Refer Clause no. 1F)**
- (x) Self attested copy of Non Conviction Certificate issued by the State/Central 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 drugs for which prices have been quoted by the bidder.

35. Supply timings

S.no	Days	Time
1.	Monday to Friday	10AM to 1PM and 3PM to 4PM
2.	Saturday	10AM to 12 noon

- 36. **Packaging & Labeling:** Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.
- 37. **SHELF LIFE :** In case of receipt of drugs having lesser shelf life than a flat 20% amount will be deducted from the invoice value in following cases.
 - a. In case of life span of drug is more than 1 year and material having less than six months shelf life is accepted by the BMHRC.
 - b. In case of life span of drug is 1 year or less, and the material having less than four months shelf life is accepted by the BMHRC.
- 38. If loss on account of premature deterioration due to biological and/ or other factors during shelf life of drugs shall be replaced by the bidder free of cost within 30 days after receipt of letter from BMHRC otherwise amount will be adjusted against PBG/running invoices of manufacturer/vendor .
- 39. Supply will not be accepted if:
 - a. In case of supplied material is not as per purchase order specifications such as non-matching of name of manufacturer, brand name, desired strength/ volume of item etc.
 - b. Physician Sample, Control Samples etc. – If item stamped as Physician Sample or Control Sample or any kind of sample.
 - c. If supply which was rejected in past due to quality reasons & returned to vendor by Gate Pass and if the vendor again sends the same supply to stores, the items will be confiscated & a warning letter will be issued to company.
 - d. If incomplete information is recorded on label of supplied item such as manufacturing date, expiry date, MRP etc. or there is mismatch of information between label of outer pack & inner pack.

- e. If cold chain has not been maintained for such items which required storage condition to maintain between 2 to 8 degree centigrade or below 25 degree centigrade at the time of supply.
 - f. If items are supplied with tempered label in order to hide actual information or furnishing wrong information.
 - g. (i) In case, Maximum Retail Price of supplied item is less than the rate mentioned in purchase order and
(ii) In case MRP is hidden by using marker pen in order to hide necessary information of supplied product.
 - h. In case, photocopy of labels are pasted instead of original labels, on the supplied item either after removing of original label or pasted photocopy label over the original one in order to hide original label which might have previously stamped of BMHRC supply or otherwise.
 - i. In case supply of sterile products, tempering of any kind have been observed.
 - j. In case of breakage/ damaged/ leakage/ fungal growth/ precipitated solution/ incomplete dissolution of ingredients in solvent/ evaporated solutions/ discoloration of solution/ any unwanted suspended particles in solution/ turbid solution has been observed in supplied items at the time of receiving.
 - k. In case of items are supplied in unhygienic packing (outer/ inner packing), loose packing (not as per standard pack size) etc.
- 40.** The firms will be legally bound to supply the drugs/medicines & IV fluids, for which they have quoted the rates in the tender during validity of the contract. In case, they fail to execute any Purchase order placed to them within 37 days from the date of placement of purchase order, they will be liable for action against them, as detailed below.
- I. 2% LD (late delivery) will be imposed, if delivery is between 38 to 50 days.
 - II. 1% additional LD will be imposed for every additional delay of 15 days.
 - III. The maximum LD amount will not be more than 5% in any cases.
 - IV. In case of staggered deliveries, the second supply will come under LD preview immediately after schedule date
- 41.** The delivery period should not exceed 37 (thirty seven) days for all supplies but in emergency the delivery period may be reduced up to 15 days and firm is bound to supply the items within Date of delivery (DOD) period. Such Purchase Orders shall be stamped "Emergency" to distinguish them from routine orders.
- 42.** The approved rate contract holders should supply their all ordered items within date of delivery (DOD) period as per Purchase order terms and these terms should be strictly adhered to. In case they failed to supply the item within DOD period, the reminder letter will not be issued in any circumstances and penalty will be imposed as detailed in Clause no. 40. **The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending bills/PBG of the manufacturer/vendor. Liability on this account will be limited to the performance guarantee.**
- 43. 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, 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.
- 44.** The delivery of stores must be completed within stipulated delivery period. In case of failure to provide replacement of rejected supply within the stipulated delivery period for the supply concerned purchase order will be considered as incomplete. The successful

Bidder shall maintain stocks and shall make deliveries against purchase orders for such stock completely or in staggered manner as and when required.

45. In case any Tenderer, if charges higher rates for any item (items) more than the MRP, the action like forfeitures of performance bank guarantee and removal of name from the list of the manufacturer/vendor shall be taken against the bidder.
46. Any statutory increase in tax by Central /State Government by an act of law will be reimbursed on production of relevant proof.
47. The date and time of Price Bid opening shall be intimated to all technically qualified bidders through email only.
48. In case of any attempt for cartelization /collusion /rigging by bidders with a view to hike the prices, all bids will be rejected and such bidders will be blacklisted.
49. Fax/email and letterhead quotations are not acceptable and if received will be ignored.
50. The Institute will not own the responsibility of :
 - i. Issuance of road permit or any concessional forms;
 - ii. Clearance of consignment by road, rail, air transport agencies etc.
51. **Director-BMHRC, Bhopal has the full and exclusive right to withdraw the purchase order at any time without assigning any reasons.**
52. All participating bidders must submit an undertaking on company's letter head 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 (**Annexure-II**) and there is no vigilance / CBI case or court case pending against the bidder or any of the partners/directors of the firm. If at any stage their claim turns out to be false, the action as per clause no 72 will be taken.
53. A successful Bidder can extend the delivery period with the written approval of the Director, if the bidder is not in a position to execute the order in time. Such extension is permissible for a maximum period of 4 weeks with due justification if request has been made 15 days prior to the date of scheduled supply. During this intermediary period if required, BMHRC may purchase the medicine at the risk & cost of manufacturer/vendor. Liability of the manufacturer/vendor on this account will be limited to the performance guarantee.
54. 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, at 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 manufacturer/vendor.
55. (i) For all those drugs, which are required to be stored under controlled temperature / cold chain, bidder must ensure to supply these drugs 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 manufacturer/vendor.
56. Supplies to be made in proper boxes to the BMHRC stores. Loose supplies/ Damaged packing /Tempered or Damaged labeled supplies shall not be accepted under any circumstances.
57. The bidder shall be required to have continuous feedback from the Institute about the slow moving/non moving/expired products and arrange for replacing such items (stocks). In

case of non replacement of expired items the cost of the items will be recovered from the pending bills/performance bank guarantee.

58. 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.
59. 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 bidder from participating in the next tender.
60. 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
61. The medicines / drugs 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 submitted test report, the cost incurred on the whole process of testing shall be deducted from their PBG/pending invoices and this will be intimated to the manufacturer/vendor. NO PAYMENT will be made for the entire such batch of that particular item, even if the supplies have been consumed.
62. The bidders whose rate contracts have been completely cancelled/terminated as punishment by BMHRC/others Central Govt. Hospitals during last 5 years are not entitled to participate in this tender.
63. Pertaining to Blood Products, a certificate from an accredited laboratory, indicating that the formulation is free from HIV, HBV and HCV viruses must be furnished for each batch of product supplied.
64. All certificates/ License as specified in the tender document should be in English or Hindi language only.
65. **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.**
66. **Inspection:** The Director reserves the right for inspection of the pharmaceutical firms 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.
67. **Exemption from payment of EMD & Tender Fees:-** Firms registered with the Central Purchase Organization (e.g. DGS&D) and NSIC and exempted from payment of EMD & tender fees with these organizations, are also allowed for exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies, which are selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD exemption. To avail EMD exemption, the firms should submit a legible photocopy of valid registration certificate of the product manufactured and registered with DGS&D/NSIC in a separate envelop along with envelop of technical bid.
68. In case of MSE (Micro & Small Industries) manufacturer the price preference of L-1 + 15% will be made available during award of the tender.
69. 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.

- 70. Other condition of procurement will be governed by the relevant rules and orders that be issued by the Govt. of India from time to time.**
- 71. Payment Terms:** Payment to the manufacturer/vendor shall be made after 90 days from the submission of the bill and receipt of stores in good & satisfactory condition.
- 72.** At any stage if it has come into notice that bidder has submitted the false information than bidder will be stand black listed for five years from the date of issue of such order along with forfeiture of EMD/performance guarantee.
- 73.** Rate contract valid for two years from the date of implementation and it is further extendable on same terms & conditions for one year.(If required).
- 74.** Vat shall be deducted and paid as per provision of MP VAT Act.
- 75. Arbitration:** If at any time, any question, dispute or 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 two arbitrators, one to be nominated by the bidder. 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, installation and commissioning etc.

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

- 76. Civil suit/Legal remedies:** Any dispute if arises, shall be subject to jurisdiction of Bhopal court.
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Annexure-I**Group-A**

S. No.	Category	Item Description	UOM	App. annual Requirement	Brand Name	Com pany	Pack Size	Unit MRP (Rs.)	Unit Price (Rs.)	Tax (in %)	Net Rate in figure (Rs.)	Net Rate in Words (Rs.)
1	ANTI BIOTICS	AMANTADINE CAP100MG	CAP	7200								
2	ANTI BIOTICS	PEGINTERFERON ALFA 2B WITH ATTACHMENT TO HISTIDINE 100MCG	NOS	95								
3	ANTI BIOTICS	PEGINTERFERON ALFA 2B WITH ATTACHMENT TO HISTIDINE 120MCG	NOS	10								
4	ANTI BIOTICS	PEGINTERFERON ALFA 2B WITH ATTACHMENT TO HISTIDINE 50MCG	NOS	45								
5	ANTI BIOTICS	PEGINTERFERON ALFA 2B WITH ATTACHMENT TO HISTIDINE 80MCG	NOS	400								
6	ANTI BIOTICS	TELBIVUDINE TAB 600MG	TAB	1200								
7	ANTI BIOTICS	TINIDAZOLE INJ 400ML	NOS	1600								
8	CARDIOVASCULAR SYSTEM	BOSENTAN 62.5 MG TAB	NOS	25								
9	CARDIOVASCULAR SYSTEM	DIGOXIN INJ 2ML	NOS	30								
10	CARDIOVASCULAR SYSTEM	ETHAMSYLATE TAB 250MG	TAB	500								
11	CARDIOVASCULAR SYSTEM	ETHAMSYLATE TAB 500MG	NOS	100								
12	CARDIOVASCULAR SYSTEM	METOPROLOL INJ 5ML	NOS	1100								
13	CARDIOVASCULAR SYSTEM	PHENOXYBENZAMINE HCL INJ 50MG	NOS	20								
14	CARDIOVASCULAR SYSTEM	PRAZOSIN TAB 5MG	TAB									
15	CARDIOVASCULAR SYSTEM	PROPRANOLOL TAB 40MG SUSTAINED RELEASE	NOS	500								
16	CARDIOVASCULAR SYSTEM	TENECTEPLASE INJ 30 MG	NOS	55								
17	CARDIOVASCULAR SYSTEM	TENECTEPLASE INJ 52.5 MG	NOS	2								
18	CARDIOVASCULAR SYSTEM	TORSEMIDE INJ 20MG	NOS	5600								
19	CARDIOVASCULAR SYSTEM	WARFARIN TAB 2 MG	NOS	500								
20	CARDIOVASCULAR SYSTEM	WARFARIN TAB 3MG	NOS	300								
21	CARDIOVASCULAR SYSTEM	WARFARIN TAB 5MG	TAB	79000								
22	NUTRITION	ALPHA KETOANALOGUE TAB	NOS	5200								
23	NUTRITION	AMINOACID 500ML 8% WITH >40% BCAA<2% AROMATIC AMINO ACID	NOS	15								
24	NUTRITION	AMINOACID MIX SP. HEPATIC SOLN 8% 500 ML	NOS	5								

S. No.	Category	Item Description	UOM	App. annual Requirement	Brand Name	Com pany	Pack Size	Unit MRP (Rs.)	Unit Price (Rs.)	Tax (in %)	Net Rate in figure (Rs.)	Net Rate in Words (Rs.)
25	NUTRITION	CAPD FLUID 1.5%	NOS	5300								
26	NUTRITION	CAPD FLUID 2.5%	NOS	9800								
27	NUTRITION	CAPD FLUID 4.25 %	NOS	1700								
28	NUTRITION	CAROTENOID+MINERALS+VITAMINS CAP	CAP	500000								
29	NUTRITION	DEXTROSE 5% + SALINE 0.9% SOLN 500ML	NOS	7000								
30	NUTRITION	DEXTROSE SOLN 5% 500ML	NOS	2600								
31	NUTRITION	ELECTROLYTES & DEXTROSE INJ TYPE-I 500ML	NOS	600								
32	NUTRITION	HUMAN ALBUMIN SOLN 20%100ML	NOS	1000								
33	NUTRITION	INTRAVENOUS FAT EMULSION 30%	NOS	35								
34	NUTRITION	L-ALANYL L- GLUTAMINE 100ML OSMO<1000	NOS	120								
35	NUTRITION	LIPID 20% 250ML	NOS	25								
36	NUTRITION	MAGNESIUM SULPHATE INJ 1ML	NOS	3500								
37	NUTRITION	POTASSIUM CHLORIDE INJ 10ML	NOS	8000								
38	NUTRITION	POTASSIUM CHLORIDE SYP 200ML	NOS	600								
39	NUTRITION	RINGER LACTATE INJ 1000ML FLEXIBLE BAG	NOS	25								
40	NUTRITION	SODIUM CHLORIDE INJ 0.45% 500ML	NOS	80								
41	NUTRITION	SODIUM CHLORIDE INJ 0.9% 1000ML FLEXIBLE BAG	NOS	125								
42	NUTRITION	SODIUM CHLORIDE INJ 0.9% 500ML FLEXIBLE BAG	NOS	1100								
43	NUTRITION	SODIUM CHLORIDE SOLN 1000ML	NOS	8800								
44	NUTRITION	TOTAL PARENTERAL NUTRITION 1000ML VOLUME WITH ZINC	NOS	100								
45	NUTRITION	VITAMIN A TAB	TAB	3800								
46	CNS	DONEPEZIL TAB 5MG	TAB	17000								
47	CNS	LEVODOPA+CARBIDOPA TAB 110MG	TAB	39000								
48	CNS	LEVODOPA+CARBIDOPA TAB 275MG	TAB	4700								
49	CNS	PROCHLORPERAZINE TAB 5MG	TAB	5000								
50	CNS	PROMETHAZINE HCL INJ 2ML	NOS	700								

S. No.	Category	Item Description	UOM	App. annual Requirement	Brand Name	Company	Pack Size	Unit MRP (Rs.)	Unit Price (Rs.)	Tax (in %)	Net Rate in figure (Rs.)	Net Rate in Words (Rs.)
51	CNS	QUETIPINE TAB 200MG	TAB	20000								
52	METABOLISM	CYCLOSPORINE CAP 50MG	CAP	8000								
53	METABOLISM	DOXORUBICIN INJ 50MG	NOS	35								
54	METABOLISM	ROCURONIUM BROMIDE INJ 50MG	NOS	900								
55	METABOLISM	SODIUM BICARBONATE INJ 8.4% 25 ML	NOS	6700								
56	ALIMENTARY SYSTEM	ANTACID SYRUP 400 ML	NOS	30								
57	ALIMENTARY SYSTEM	DIGESTIVE ENZYMES CAP	NOS	1000								
58	ALIMENTARY SYSTEM	HYDROCORTISONE ACETATE FOAM ENEMA	NOS	3								
59	RESPIRATORY SYSTEM	BAMBUTEROL TAB 10MG	TAB	6300								
60	RESPIRATORY SYSTEM	BECLOMETHASONE ROTACAP 400MCG	NOS	1400								
61	RESPIRATORY SYSTEM	BUDESONIDE NEB SOLN 0.5MG/2ML	NOS	400								
62	RESPIRATORY SYSTEM	BUDESONIDE ROTACAP 100 MCG	NOS	8700								
63	RESPIRATORY SYSTEM	BUDESONIDE ROTACAP 200 MCG	NOS	9500								
64	RESPIRATORY SYSTEM	BUDESONIDE ROTACAP 400 MCG	NOS	3700								
65	RESPIRATORY SYSTEM	CODEINE PHOSPHATE SYP 100ML	NOS	3200								
66	RESPIRATORY SYSTEM	IPRATROPIUM BROMIDE NEB SOLN 15ML	NOS	2400								
67	RESPIRATORY SYSTEM	IPRATROPIUM BROMIDE ROTACAP 40MCG	NOS	25000								
68	RESPIRATORY SYSTEM	ISOPRENALINE INJ 2MG/ML	NOS	100								
69	RESPIRATORY SYSTEM	LEVOSALBUTAMOL 100 + BECLOMETHASONE 100 ROTACAPS	NOS	8500								
70	RESPIRATORY SYSTEM	LEVOSALBUTAMOL 50MCG+BECLOMETHASONE 50MCG INHALER	NOS	2400								
71	RESPIRATORY SYSTEM	ROTAHALER DEVICE	NOS	400								
72	RESPIRATORY SYSTEM	SALBUTAMOL INH 200MD	NOS	11000								
73	RESPIRATORY SYSTEM	SALBUTAMOL NEB SOLN 15ML	NOS	2900								
74	RESPIRATORY SYSTEM	SALMETEROL INH 25MCG	NOS	160								
75	RESPIRATORY SYSTEM	SALMETEROL ROTACAP 50MCG	NOS	17000								
76	RESPIRATORY SYSTEM	SPACER ASTHMA DEVICE	NOS	90								
77	RESPIRATORY SYSTEM	TIOTROPIUM INHALER 120	NOS	900								

S. No.	Category	Item Description	UOM	App. annual Requirement	Brand Name	Company	Pack Size	Unit MRP (Rs.)	Unit Price (Rs.)	Tax (in %)	Net Rate in figure (Rs.)	Net Rate in Words (Rs.)
78	RESPIRATORY SYSTEM	TOBRAMYCIN NEB SOLN 300MG	NOS	400								
79	EYE	DORZOLAMIDE 2% + TIMOLOL 0.5% EYE DROPS	NOS	1000								
80	EYE	DORZOLAMIDE EYE DROPS 2%	NOS	500								
81	EYE	PREDNISOLNE ACETATE EYE DROP 1%	NOS	3600								
82	GENITO-URINARY TRACT	NITROFURANTOIN CAP 100MG MACROCRYSTALS	CAP	120000								
83	GENITO-URINARY TRACT	TAMSULOSIN+TOLTERODINE TARTRATE TAB 4MG SR	Nos	150								
84	HORMONES	ACARBOSE TAB 25MG	NOS	As & When required								
85	HORMONES	INSULIN ACTRAPID INJ 40 IU/ML 10ML	NOS	850								
86	HORMONES	INSULIN GLARGINE INJ 100IU	NOS	550								
87	SURGICAL	STERILE WATER FOR INJ 5ML	NOS	1900								
88	VACCINES	PNEUMOCOCCAL VACCINE	NOS	75								
89	VACCINES	TETANUS TOXOID INJ 0.5ML	NOS	1100								

Group-B

S. No.	Category	Item Description	UOM	App. annual Requirement	Brand Name	Company	Pack Size	Unit MRP (Rs.)	Unit Price (Rs.)	Tax (in %)	Net Rate in figure (Rs.)	Net Rate in Words (Rs.)
90	RESPIRATORY SYSTEM	DIPHENHYDRAMINE SYP 100ML	NOS	24500								
91	MUSCULO-SKELETAL DISORDERS	DICLOFENAC OINT 30GM	NOS	62000								

Note: For (Group-B), under PPP drugs, Preference will be given to Govt. companies and their subsidiaries subject to Govt. companies holding Good Manufacturing Practices (GMP) norms as per Schedule 'M' of the Drugs & Cosmetic Rules. In case Pharma CPSEs and their subsidiaries fail to supply the medicines as per BMHRC terms (Within 37 days), order will be shifted to another companies having L1 rates

ANNEXURE –II

(To be submitted by the manufacturer on company's letter head)

Undertaking

- 1.** I/We certify that I/We have gone through & agree to the terms & conditions of **Tender Ref No. BMHRC/SMO/STORE/DRUGS & IV FLUIDS/15-16/R2/16-17** 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 for one year**).
- 2.** 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.
- 3.** I/We certify that, up to date sale tax returns have been filed and there are no dues with the concerned department.
- 4.** There is no vigilance / CBI case or court case pending against me/our firm or any of the partners/directors of the firm.
- 5.** I/We, hereby, agree to all the terms and conditions, stipulated by the BMHRC in this connection including penalty etc.
- 6.** 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.
- 7.** I/We submit that I/We have never been convicted by the State/Central Drug Controller under the Drugs and Cosmetics Act, 1940 and rules there under during the last one year in respect of any of the drugs for which prices have been quoted by me/us.
- 8.** I/We agree that in case of failure to supply the material for which a Purchase order will be placed upon me within the stipulated date of delivery, the institution can go to market for local purchase of the same at my/our risk and cost.
- 9.** 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.
- 10.** 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

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 on company's 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

(To be filled in by the tendering party on company's letter head)

I/We, hereby, agree to quote the rates of only those drugs/medicines for which supply within 37 days from issue of Purchase order along with test report mentioned in tender clause no. 10 is ensured otherwise penalty will be imposed as detailed in tender clause no. 11

Yours truly,

Signature of Tenderer with full address

ANNEXURE-V

(To be filled in by the tendering party on company's letter head)

I/We, hereby, agree In case of exhausting of security money/performance bank guarantee of the bidder due to any reason, the bidder is bound to recoup the security money/performance bank guarantee to BMHRC. This amount will be adjusted from the pending invoices of manufacturer /vendors by way of recovery

Yours truly,

Signature of Tenderer with full address

ANNEXURE-VI

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.

Correspondence Details:

- h) Name & Mobile No of person/ authorized signatory to be contacted for this tender:**
- i) Correspondence Address: (For correspondence by Speed Post)**
- j) Fax No :-**
- k) Correspondence E- mail address/es :-**

Note: All fields are mandatory

Annexure- VII

PERFORMANCE BOND (BANK GUARANTEE)

(Validity of Bank Guarantee :- _____ to _____)

In consideration for the Director, BMHRC (hereinafter called 'the purchaser') having agreed to release the 100 % payment on supply of goods and services under the terms and conditions of a Rate Contract Ref. No _____ . Dated _____ . (hereinafter called 'the contract') for supply of **Drugs & Medicines** (hereinafter called the goods and services) to M/s _____ (hereinafter called 'the supplier') on submission of a bank guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We, _____ (hereinafter called 'the bank') at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and conditions contained in a said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.** _____ .

We, the bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding.

- a) Any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or.
- b) The invalidity, irregularity or unenforceability of the contract or.
- c) Any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Director, BMHRC that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such, payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise howsoever. We, the bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank, further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Place:

Signature and seal of the bank

Date:

Annexure- VIII**APPLICATION FORMAT FOR EMPANELMENT OF COMPANY/VENDORS IN
BMHRC, BHOPAL**

S.No.	PARTICULARS	DETAILS
1	Name of Company/vendor	
2	Constitution (Company /Partnership/Proprietorship)	
3	Details of registration (Registering authority, Registration. and Date	
4	Year of Commencement of Business.	
5	Sales Tax /TIN No.	
6	PAN No.	
7	Whether Manufacture /Authorized Distributor / Dealer / Agency.	
8	Name (s) of the proprietor /Partner/ Director/Official with Designation authorized to make Commitment to BMHRC.	
9	Telephone No. (s) Mobile No. (s) E-Mail ID - (s)	
10	Mailing Address:	
11	Copies of Balance Sheet for last three financial years duly certified by Chartered Accountant	
12	Municipal Corporation registration Certificate.	
13	Turnover for last three years	
14	Whether Vendor holds valid license (s) on the date of application? Give details of license (Drug Licenses)	
15	Whether the vendor has been convicted by the state Drugs controller or any case is pending against the vendor under drugs and cosmetics Act.	
16	Whether the vendor has defaulted in supply of material in Govt /Semi Govt./Public Sector /Organization /Corporate Hospitals.	
17	Whether the billing System is Computerized?	
18	Name (s) of the Govt. /Public Sector /Corporate clients of the vendor for bulk supply of materials with contact person (s) name and telephones number (s)	

19	Copy of purchase orders of supply in reputed institutes with contact person (s) name and telephone number of institute	
20	Authorization of Companies / direct a. b. c. d.	
21	<u>Bank Details</u> 1. Account Name 2. Bank Name 3. Branch Address 4. Bank Account No. 5. IFSC Code 6. Account Type 7. Bank Tel. No/Fax No. 8. Bank e-mail	

I've read and understood the eligibility criteria and terms and conditions for empanelment of vendors for supply of drugs and consumables. I fully accept the terms and conditions and I declare that the information provided in this format is true and correct to the best of my knowledge and belief. I also understand that BMHRC reserves the right to accept any or reject and or all of the applications without assigning any reasons.

Name:

Signature:

Designation:

Date:

Note: Company/Vendor who already empanelled in BMHRC ignore Annexure-VIII