

**GOVERNMENT OF ASSAM
OFFICE OF THE DIRECTOR OF MEDICAL EDUCATION, ASSAM
SIXMILE, KHANAPARA, GUWAHATI-22**

No. DME/187/2011/11806

Dated: 02/09/2011

SHORT TENDER FOR THE SUPPLY OF SURGICAL ITEMS

Date of Issue of Tender Documents	06-09-2011
Last date for sale of Tender Documents	26-09-2011
Last Date and Time for Receipt of Tender	01-10-2011 at 2.00 P.M.
Time and Date of Opening of Tender. :	01-10-2011 at 3.00 P.M.
Address for Communication	Director of Medical Education, Assam Sixmile, Khanapara, Guwahati. PIN-781022
Cost of the Tender Document	Rs. 2,000/- (Rupees two thousand) only

LAST DATE FOR RECEIPT OF TENDERS.

(a) Sealed Tenders [in two separate covers {Techno-commercial bid (Cover "A") and Price Bid (Cover "B")}]] will be received till **28-09-2011 at 2 P.M.**

.2. ELIGIBILITY CRITERIA

- (a) Tenderer shall be a manufacturer having valid manufacturing license or their sole authorized distributor or direct importer holding valid import license.
- (b) Annual turnover in the last three financial years i.e. 2008-2009, 2009-2010, 2010-2011 shall not be less than Rs. 50.00 lakhs per year.
- (c) Tenderer should have at least 3 years Market Standing as a manufacturer / importer for each product quoted in the tender.
- (d) Certificate of Good Manufacturing Practice (GMP) continuously for the last 3 years period and C.E. Certificate from competent authorities.
- (e) Should complete at least 3 similar contracts during last 5 years.
- (f) Tender should not be submitted for the product / products for which the

concern / company has been blacklisted either by Govt. of Assam or by any other State / central government's organization.

- (g) Concern / Company which has been blacklisted either by Tender Inviting Authority or by any State Government or Central Government Organization should not participate in the tender during the period of blacklisting.

3. GENERAL CONDITIONS.

- (i) Price preference not exceeding fifteen percent (15%) for domestic small scale industrial units and purchase preference not exceeding ten percent (10%) for public sector undertaking of the State or Central Government will be allowed for items manufactured by them. Further any other **purchase preference policy** declared by State and / or Central Government and in vogue at the time of tendering shall be applicable.

Note: "Domestic Small Scale Industrial Unit means an industrial unit in which the investment in fixed assets in plant and machinery, whether held in ownership or on lease or by hire purchase, does not exceed Rupees one hundred Lakhs (Rs.100.00 lakhs), or any amount as may be prescribed from time to time and which manufactures the goods within the state and registered with the Director of Industries of the state government."

- (ii) Tender document may be obtained from the office of the Director of Medical Education, Assam.
- (iii) All tenders must be accompanied with Earnest Money Deposit as specified in the relevant clause of the Tender document.
- (iv) Interested eligible tenderers may obtain further information from the office of the Tender Inviting Authority.

4. TECHNO-COMMERCIAL BID - COVER "A"

The tenderer should furnish the followings in a separate cover hereafter called **"Cover A"**

(a) **EARNEST MONEY DEPOSIT:**

Earnest Money Deposit for Rs.1,00,000/- in form of Bank Guarantee only. Earnest money deposit in the form of Cheque / Cash / Postal order will not be accepted. Earnest Money Deposit will not earn interest.

(b) **MANUFACTURING LICENCE**

Attested photocopy of Manufacturing License for the product duly approved by the Licensing authority for the item quoted. The license must have been duly renewed upto date and the items quoted shall be clearly highlighted in the license.

(c) **IMPORT LICENCE**

Attested photocopy of import license if the product is imported. The license must have been renewed up to date. A copy of a valid license for the sale of items imported by the firms issued by the licensing authority shall be enclosed.

(d) **NON-CONVICTION CERTIFICATE**

Non-conviction Certificate issued by the Drugs Controller of the state certifying that the items quoted have not be cancelled for last three years

for the item manufacturer.

- (e) **GOOD MANUFACTURING PRACTICES**
Good manufacturing practices Certificate (GMP) (for manufacturers only) issued by the Licensing Authority. The tenderer shall also furnish a notarized affidavit in the format given Annexure -I.
- (f) **ANNUAL TURNOVER**
Annual turnover statement for 3 years i.e. 2008-09, 2009-10, 2010-11 along with concurrent commitment for the current financial year (ref clause 2(b)) in the format given in **Annexure-III** certified by the Auditor.
- (g) **EXECUTION OF SIMILAR CONTRACTS**
List of similar contracts executed during the last 5 years.
- (h) **SALES TAX CLEARANCE CERTIFICATE**
Sales Tax Clearance certificate, as on 31st march of last financial year.
- (i) **UNDERTAKING OF PROVIDING LOGO**
Undertaking (as in the proforma given in **Annexure- IV**) for embossment of logo on surgical and suture items as the case may be, as per conditions specified at Clause 14 herein, in non judicial stamp paper and/or notarized by the Notary Public.
- (j) **RECOGNIZED BY WHO ETC.**
Documents, if any, to show that the manufacturing unit / importer has been recognized by WHO, UNICEF, ISO Certificate.
- (k) **Signature And Seal On Each Page**
The tender document should be signed by the tenderer in all pages with office seal.

The above documents should be sealed in a separate Cover Super scribed as **"TECHNICAL BID - COVER "A" - TENDER FOR THE SUPPLY OF SURGICAL ITEMS.**

5. PRICE BID - COVER "B"

Cover "B" contains Price Bid of the Tenderer.

- (i) **SIGNATURE AND SEAL ON EACH PAGE**
Each page of the price bid should be duly signed by the tenderer affixing the office seal.
- (ii) **ITEMS QUOTED AND RATES**
The tenderer shall fill up the Price- Bid (Annexure – V) for items quoted and a soft copy of such filled up Price - Bid should be furnished.
- (iii) **UNIT SIZE/ RATE**
The rate quoted should be for a unit and given specification. The tenderer

is not permitted to change / alter specification or unit size given in the **Price - Bid**.

- (viii) COVER "B" - TENDER FOR THE SUPPLY OF **SURGICAL** "Cover B" should also **be addressed to the Tender inviting authority with address**. Two separately sealed covers {Technical bid (Cover "A") and Price Bid (Cover "B")} shall be placed in a cover which shall be sealed and Super scribed as "TENDER FOR THE SUPPLY OF **SURGICAL ITEM** and addressed to the DME, ASSAM.

6. OPENING OF COVER "A" OF TENDER

All tenderers are entitled to be present at the date and time for opening of Technical Bid - Cover "A" of the tender submitted by them.

ANNEXURE - VI

SPECIFICATION FOR LIST OF SURGICAL ITEMS TO BE TENDERED

List of Surgical Items Tendered

Sl. No	Name of the Item with Specification	Unit	Samples Required
1	Disposable Sterilized Syringe with Needle (sizes 2ml,5ml,10ml,20ml)	Each	10 Nos
2	Sterilized Absorbent Cotton Wool IP Sterilized Absorbent Cotton Wool IP	500Gms Roll 300Gms Roll	3 Rolls 3 Rolls
3	Absorbent Cotton Wool IP	500Gms Roll	3 Rolls
4	IV Cannula Size (16g,18g,20g,22g,24g)	Each	10 Nos
5	Sterile Disposable surgical latex gloves sizes 6",6.5",7",7.5"	Each Pair	10 Pair
6	Folleys urinary Catheter all sizes	Each	10 Nos
7.	Insulin Syringe (Standard size)	Each	10 Nos
8.	Sterile Vacuum based blood collection vial for different blood test with needle/ without needle. (All sizes)	Each	5 Nos

7. PRODUCTION OF SAMPLES

The type and nature of test for clinical evaluation is the prerogative of the Tender Inviting Authority.

- (a) The samples of items described in the tender should be submitted and the rate quoted as per clause 5 shall be for the sample furnished.

MODEL LABEL

TENDER 2010-2011		
Serial No	:	1
Name	:	ABSORBENT COTTON WOOL IP
No. of Unit submitted:		5
Name of the tenderer	:	XXX Pvt. Ltd.
Date	:	

- (b) The samples shall be submitted on the date and time prescribed by Tender Inviting Authority. The date and time for individual Tenderer for submission of sample will be fixed by tender Inviting Authority and this should be strictly adhered to, to avert last minute rush and confusion. There will be "No deviation" from this clause under any circumstances.
- (c) The tenderer should submit, along with the samples, the detailed list of sample items submitted.

8. OPENING COVER "B" OF TENDER

Tenderers who were found eligible on satisfying the criteria for technical evaluation and qualified in clinical evaluation, inspection, can only be invited to be present at the date and time for opening of Price Bid - Cover "B" of the tender.

1. GENERIC NAMES

Tender has been called for in the generic names of Surgical item. The tenderers should quote the rates for the generic products. The composition and strength of each product should be as per details given in **Annexure-VI**. Any variation found will result in the rejection of the tender.

2. NO REVISION/CORRECTION OF RATES

No tenderer shall be allowed at any time on any ground whatsoever to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the tenderers in the Bids shall not be entertained after submission of the tenders.

3. FIRM DELIVERY SCHEDULE

Firm delivery schedule shall be mentioned in the tender. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be considered

under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and Tender will be summarily rejected.

4. **RIGHT TO REJECT TENDER**

Tender Inviting Authority reserves himself the right to accept the tender or to reject the tender for the supply of surgical items.

9. **SECURITY DEPOSIT**

The Successful tenderer have to submit security deposit for **Rs. 2,00,000/- (Rupees two lakhs) only EACH ITEM in form of Demand Draft/FDR.**

10. **AGREEMENT**

(a) The successful tenderer shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of issue of approve list Director of Medical Education, Assam

(b) **DELIVERY PERIOD**

The supply should be started within 30 days from the date of purchase order.

(c) **CANCELLATION & PENALTY**

The order stands cancelled at the end of 90th day after levying penalty on the value of unexecuted order. Penalties shall also thereafter apply to the tenderer as specified at Clauses 20. Apart from risk / alternate purchase action, the tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like blacklisting / disqualification from participating in present and future tenders of Tender Inviting Authority.

(d) **SHELFLIFE**

All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order. All items of Surgical item should have shelf life of minimum 2 years from the date of manufacture.

11. **FRAUD & CORRUPTION:**

The bidders, suppliers & contractors shall observe the highest standard of ethics during bidding and during performance of the contract. For the purposes of this provision, the following acts shall be considered as corrupt and / or fraudulent practices –

1. “Corrupt Practice” means offering, giving, receiving, or soliciting directly or indirectly, of any thing of value to influence the action of

an official in the procurement process or in contract execution.

2. "Fraudulent Practice" means misrepresentation or omission of facts in order to execution of contract.
3. "Collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the purchaser, designed to establish bid prices at artificial, non-competitive level.
4. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or in execution of a contract.

During the process of evaluation of a bid or proposal for award of a contract, if it is detected that a bidder directly or through agent has engaged in corrupt, fraudulent, collusive or coercive practice in competing for the contract in question, then a) the bid shall be rejected and b) declare the firm ineligible for a specific period or indefinitely to participate in a bidding process.

12. The items supplied should prominently print "**Assam Govt. Supply-Not for Sale**" in each of the supplied item.

TENDERERS NOT ACCEPTING THE ABOVE CONDITIONS WILL BE SUMMARILY REJECTED

- i) The decision of the Tender Inviting Authority or any Officer authorized by him as to the quality of the supplied surgical and sutures, etc., shall be final and binding.
- ii) Tender Inviting Authority will be at liberty to terminate without assigning any reasons thereof the contract either wholly or in part on 30 days notice. The tenderer will not be entitled for any compensation whatsoever in respect of such termination.
- iii) Non performance of any of the contract provisions will disqualify a firm to participate in the tender for the next five years.

13. BLACKLISTING PROCEDURE

The procedure for blacklisting is in addition to and not in derogation of the terms and conditions of the tender documents

14. LAWS GOVERNING THE CONTRACT & JURISDICTION

The contract shall be govern by the laws in force in India. In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil Court within the city of Guwahati only.

ANNEXURE- I

DECLARATION

I/We M/s. _____ represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at _____ and its Factory Premises at _____ do declare that I/We have carefully read all the conditions of tender in Ref.No. _____, DATED _____ for supply of Surgical Items for the period from _____ to _____ floated by Director of Medical Education, Assam.

I/We declare that we possess the valid license and GMP issued by the Competent Authority and comply and continue to comply with the conditions laid in Schedule M of Drugs & Cosmetics Act, 1940 and the Rules made there under. I/We furnish the particulars in this regard in enclosure to this declaration.

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

Seal
To be attested by the Notary.

Signature :
Name & Address :

ENCLOSURE TO ANNEXURE - I

DECLARATION FOR COMPLIANCE OF G.M.P

0 1	Name and Address of the Firm	
0 2	Name of Proprietor / Partner / Director	
0 3	Name and Designation of Person Incharge of factory	
0 4	Details of Licenses Held With Validity	
0 5	Number of Workers Employed	Male : Female :
0 6	Whether Workers Provided with Uniform	Yes / No
0 7	Whether regular Medical Examination done for the workers	Yes / No
0 8	Hygienic Condition	
	(I) Surrounding	Satisfactory/Not Satisfactory
	(II) Production Areas	Satisfactory/Not Satisfactory
	(III) Other Areas	Satisfactory/Not Satisfactory
0 9	Provision For Disposal of Waste provided (Details of Disposal System)	Yes / No
1 0	Heating System provided if so type	Yes / No
1 1	Whether Benches Provided for All Working Area – Details	Yes / No
1 2	Water Supply	
	(A) Source	
	(B) Storage Condition	Satisfactory / Not Satisfactory
	(C) Testing records provided (With Reference to Pathogenic Organism)	Yes / No
	(D) Cleaning Schedule In Water Supply System With Proper Records	Yes / No
1 3	Raw Material Storage Area (Storage Facilities / Hygienic Condition)	
	(i) Separate Quarantine Area	Provided / Not Provided
	(ii) Separate area for Passed Materials	Provided / Not Provided

	(iii) Separate area for Rejected Materials	Provided / Not Provided									
1	Finished Product Storage Area (Hygienic / Storage)										
4	(i) Quarantine	Provided / Not Provided									
	(ii) Released Material	Provided / Not Provided									
1	Details of Technical Staff										
5	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Qualification</u></th> <th style="text-align: left;"><u>Experience</u></th> </tr> </thead> <tbody> <tr> <td>For Manufacturing</td> <td>:</td> <td></td> </tr> <tr> <td>For Testing</td> <td>:</td> <td></td> </tr> </tbody> </table>		<u>Name</u>	<u>Qualification</u>	<u>Experience</u>	For Manufacturing	:		For Testing	:	
<u>Name</u>	<u>Qualification</u>	<u>Experience</u>									
For Manufacturing	:										
For Testing	:										
1	Testing Facilities										
6	Chemical Method	Yes / No									
	Instrumental (Type of Instrument Provided)	Yes / No									
	Biological	Yes / No									
	Micro Biological	Yes / No									
	Animal Testing	Yes / No									
1	Remarks										
7	(A) Whether Products Quoted to.....are endorsed in the License	Yes / No									
	(B) Whether Items Quoted to Have Been Manufactured for the last 3 years	Yes / No									
	(C) Any, Not Of Standard Quality Reports of Product Quoted. (If Not, Nil Statement, If yes, details)	Yes / No									
	(D) Any Prosecution for the Products quoted (If Not, Nil Statement if yes, details)	Yes / No									
	(E) Chances Of Cross Contamination at Raw Materials/In Process/ Finished Product Stages and Steps/ Facilities	Yes / No									
	(F) Validation of Equipments done / maintenance of proper record	Yes / No									
	(G) Cleaning Schedule Records	Yes / No									
	(i) For Premises	Yes / No									
	(ii) For Equipments	Yes / No									
	(H) Adverse Reaction, If Any and Reported	Yes / No									
	(I) Complaints Received If Any and Steps Taken	Yes / No									

Signature and Seal of
Proprietor / Partner / Director

To be attested by the Notary.

ANNEXURE - II

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 3 YEARS)

Name of firm _____

Sl.	Name of the product	Year	Quantity	Value	Name and full address of the purchaser	Remarks on Performance
	1	2	3	4	5	
1.						
2.						
3.						

Signature and seal of the Tenderer _____

ANNEXURE-III
ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s _____ for the past three years and concurrent commitment for the current financial year are given below and certified that the statement is true and correct.

Sl. No.	Year	Turnover in Lakhs (Rs.)
1.	2008-09	
2.	2009-10	
3.	2010-11	

Total - Rs. _____ Lakhs.

Concurrent Commitment

Sl. No.	Contract Ref.	Purchaser	Total Contract Value	outstanding Value	Estimated Delay in completion date

Signature of Auditor/ Chartered Accountant
(Name in Capital)

Date:
Seal:

ANNEXURE - IV

DECLARATION

I /We do hereby declare that the supply of Surgical items with the following Logogram and with the word Assam Government Supplies Not for Sale () overprinted.

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

Signature of the Tenderer

Name in capital letters with Designation

ANNEXURE - V

Price Bid

Sl. No.	Name of the Item with Specification	Unit	Basic Price	Sales Tax /Vat Applicable	Total Landed Price

Place:

Signature:

Date:

Name in Capital Letters:

Designation:

Director of Medical Education, Assam