

**Tender Document
(Not Transferable)**

Tender Ref. No. T-882/MPPHSCL/Various Consumables for Cardiology/RC/2026, Dt. 01-04-2026

**Madhya Pradesh Public Health Services Corporation Limited
(A Government of Madhya Pradesh Undertaking)**

Invites

Online Rate Contract Tender for Various Consumables for Cardiology to Various Hospitals of Government of Madhya Pradesh for a Period of 18 months

**Madhya Pradesh Public Health Services Corporation Limited,
(A Government of Madhya Pradesh Undertaking)
01, Tilhan sang Building, Arera Hills, Bhopal.
Phone: 0755-4041955**

**Website: www.health.mp.gov.in/mpphscl.mp.gov.in/mptenders.gov.in
Mail id only for Tender: consumable-mpphscl@mp.gov.in**

**For any technical related queries please call at 24 x 7 Help Desk Number
0120-4001 002, 0120-4200 462, 0120-4001 005, 0120-6277 787
International Bidders are requested to prefix 91 as country code**

E-mail Support

**A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective
Tender Inviting Authority:-
Technical - [support-eproc@nic\(dot\)in](mailto:support-eproc@nic(dot)in),
Policy Related - [cphp-doe@nic\(dot\)in](mailto:cphp-doe@nic(dot)in)**

**Madhya Pradesh Public Health Services Corporation Limited
(A Government of Madhya Pradesh Undertaking)**

URL: mppscl.mp.gov.in
PHONE: 0755- 4041955, 2527195

NOTICE INVITING TENDERS (NIT)

Tender Enquiry No.: T-882/MPPHSC/Various Consumables for Cardiology /RC/2026, Dated: 01-04-2026

- (i) Managing Director, MPPHSC invites Online Rate Contract Tenders from eligible and qualified bidders for supply of Various Consumables for Cardiology to the various government hospitals of Madhya Pradesh:
- (ii) The Schedule of E-Tendering Activities are as under: -

S. No.	Activity	Date and Time
1	Publishing Date	01-04-2026 at 18:55 Hrs.
2	Document Sale Start Date	01-04-2026 at 18:55 Hrs.
3	Pre-bid Meeting Date 06-04-2026 at 12:00 Hrs.	(Request to raise Pre-bid queries 08-04-2026 at 17:00 Hrs. in the pre-bid queries format (in Excel) available on website https://mppscl.mp.gov.in at email id- consumable-mppscl@mp.gov.in)
4	Bid Submission Start Date	16-04-2026 at 18:55 Hrs.
5	Bid Submission End Date	30-04-2026 at 15:00 Hrs.
6	Bid Opening Date	04-05-2026 at 15:00 Hrs.

❖ **Format of Pre-bid queries is available on www.mppscl.mp.gov.in**

- I. Bidding documents may be viewed or purchased online by interested and eligible bidders from the website www.mptenders.gov.in on the above mentioned dates after online payment of **Tender fee of Rs.6,490 {5,500+990(18%GST)}** and applicable processing fee, and corporation GSTIN is- **23AAJCM1846JIZE**. Tender document may also be viewed from the website www.mppscl.mp.gov.in. If a bidder is MSME/Udhyog Aadhar/SSI **registered manufacturer of Madhya Pradesh**, then they will be exempted from submitting **EMD and Bid** document fee. However tender processing fee is not exempted. If MSME/Udhyog Aadhar/SSI registered bidder wishes to avail above facility then they should be manufacturer for quoted item and follow necessary processes with E Procurement Portal www.mptenders.gov.in and if necessary, take help of help line on E Procurement Portal. Exemption of Tender Document Fee & EMD is only for MSME/SSI Manufacturers of Madhya Pradesh. To claim the exemption, relevant valid documents, in support of MSME/SSI, are required to be uploaded by the bidder(s). Without relevant document bid may be rejected. MSME/SSI Manufacturer(s) from other States are not exempted from EMD, processing fee and Tender Document Fee. If other than MSME/SSI manufacturer of MP do not submit EMD and/or do not pay bid document fee, then such bids shall be rejected.
- II. The bidders are advised to register themselves on the e-procurement portal (www.mptenders.gov.in) and obtain valid Class III Digital Signature Certificate (DSC) as per Information Technology (IT) Act, 2000. The said website can be accessed for additional information about registration and use of Portal.
- III. Bidders can submit its tender online at www.mptenders.gov.in on or before the key dates given above. Bidders are requested to submit their tender well before the deadline to avoid last minute traffic congestion.
- IV. All further notifications/amendments, if any shall only be posted on websites mentioned above.

**Managing Director,
Madhya Pradesh Public Health Services Corporation
(MPPHSC) Limited Bhopal**

Online Tender for the Rate Contract and Supply of Cardiac Consumables to the various Hospital of Government of Madhya Pradesh for a Period of 18 month

Managing Director, MPPHSCL, (hereinafter referred as Tender Inviting Authority and also called the Tender Acceptance Authority unless the context otherwise requires) invites online TENDER for the Rate Contract & Supply of **Cardiac Consumables** to various government hospitals of government of Madhya Pradesh for a period as mentioned above from the date of signing of contract with the selected bidder. Bidders are requested to read the tender document carefully before submitting its bid.

CONDITIONS OF TENDER

1) LAST DATE FOR RECEIPT OF TENDERS.

- I. The last date for online receipt of tenders shall be as per "ONLINE KEY SCHEDULE" given above.
- II. The bid will be valid for a period of 180 days from the date of opening of Cover A (Technical Bid) and the Tender Inviting Authority may request the bidders to extend the bid validity for further period as deemed fit.

2) Qualification Criteria / Requirements:

- I. Bidder shall be a manufacturer/ direct importer holding valid import License issued by competent authority. Loan Licensee/contract manufacturing/rebranding/Distributors / Suppliers / Agents are not allowed to participate in the tender). The loan licensees are not eligible to participate except where the loan licensee is holding proprietary certificate issued by appropriate Authority i.e. FDA/DCGI/Govt. Authority. In case of such Pharmaceutical/surgical product for which drug regulatory authority issue only repacking license instead of manufacturing license, such firms are also eligible to participate in the tender. The imported product will be accepted in Generic /Brand name with Govt. of MP logogram affixed/printed. Manufacturer should produce manufacturing license for quoted product or for the group in which the product falls.
- II. The loan licensees are not eligible to participate except where the loan licensee is holding proprietary certificate issued by appropriate Authority i.e. FDA/DCGI/Govt. Authority. In case of such Pharmaceutical/surgical product for which drug regulatory authority issue only repacking license instead of manufacturing license, such firms are also eligible to participate in the tender. The imported product will be accepted in Generic /Brand name with Govt. of MP logogram affixed/printed. Manufacturer should produce manufacturing license for quoted product or for the group in which the product falls.
- III. **The Manufacturer should have CE/ISI/ISO/USFDA/WHO-GMP/FDA certification for quoted items or for group in which quoted item falls. However, if there is specific quality requirement mentioned in technical specifications of any item, then that quality norm shall prevail over above. For Imported item above document shall be submitted for original foreign manufacturer (if these documents are issued in different language than self-attested English translation shall also be submitted)**
- IV. Bidder's **Average Annual turnover for any of the three financial years out of the last five financial years shall not be less than Rs. 2 crore.. Bidder should submit a certificate from practicing CA or statutory auditor of the firm, for the turnover as per annexure VIII.**
- V. Manufacturer/Importer should have **annual production/import capacity at least double the annual quantity of each item mentioned in the tender document.** If more than one item is quoted, production/import capacity shall be calculated cumulative for those particular similar items. It is mandatory to quote the tendered qty. If annual production capacity is less than the **double** the quoted annual quantity and/or the quoted/offered quantity is less, bid shall be rejected. In case of direct importer, last three financial years average import quantity of quoted or similar products should be at least double the quantity of each item mentioned in the tender document. Detail should be submitted in **annexure XI** format
- VI. **Manufacturer or direct importers should have at least 3 financial years Market Standings (2021-22, 2022-23 and 2023-24) or (2022-23, 2023-24 and 2024-25) for each item quoted in the tender as manufacturer/direct importer.** For this purpose, bidder needs to submit **FDA or CA** certified financial year wise and item wise data, as per **annexure XII** format, for manufacturer, Bidder should have experience of manufacturing/Market Standing for Last three financial years **(2021-22, 2022-23 and 2023-24) or (2022-23, 2023-24 and 2024-25)** for quoted product as per format of annexure Xii. Firm should have manufactured **at least one batch in two** financial years out of the three financial years as mentioned above. Bidder should be able to prove that the firm is manufacturing the quoted Item(s) since last three financial years or older than that. Hence, if the firm has not manufactured any batch of the quoted item (s) in financial year 2018-19 or 2019-20(whichever is applicable) then the firm should have license of that particular product older than 3 year.
For Importer, Bidder should have experience of importing/Market Standing for Last three financial years years **(2021-22, 2022-23 and 2023-24) or (2022-23, 2023-24 and 2024-25)** for quoted product. Firm should have imported/sold

at least few quantities in two financial years out of the three financial years as mentioned above. Bidder should be able to prove that the firm is importing/selling the quoted Item(s) since last three financial years or older than that. Hence, if the firm has not imported/sold any batch of the quoted item(s) in financial year 2017-18 then the firm should have import license of that particular product older than 3 years. Otherwise, related quoted product shall be rejected.

Note: The Tender Inviting Authority or his authorized representative has the right to ask/inspect Records, In case any deviation is observed the Tender Inviting Authority reserve the right to reject firm and may take action for submission of false information.

- I. Tender should not be submitted for the product/ products for which the concern / company & bidder has been blacklisted **on any ground** by Government of Madhya Pradesh or by any other State/Central Government organization, a declaration in this regard should be submitted as per annexure vii format.
- II. The company / firm who have been blacklisted either by Tender Inviting Authority or by any State Government or Central Government Organization should not participate in the tender during the period of blacklisting. The bidder should give a DECLARATION that “the company has not been blacklisted for the quoted product/firm by any state or central organization or by Government of Madhya Pradesh and has not been guilty of supplying spurious or adulterated items in last three years and are eligible to participate in the present tender.”. If the information provided in the DECLARATION is found to be incorrect at any stage, during and after the tender, action will be initiated as per the tender conditions apart from forfeiture of EMD and performance security deposit (if any).
- III. All those bidders shall be disqualified for all quoted products if any person (s) (i.e partner (s) in case of a partnership firm, member (s) in case of a company or the proprietor in case of a proprietorship firm, as the case may be) holds 20% or more share (ownerships) in more than one bidding entities who have quoted for same product (s).

Note: If the bidder edit or modify any format/ Annexure of tender documents, the bidder may be ineligible (Non Responsive) for the respective tender. Such bidders may be liable to be blacklisted or debarred.

3) Instructions to Bidders.

I. Sale of Tender Document:

- a) Tender documents can be purchased only online from by making online payment of Rs.6490/- plus processing fee using the service of the secure electronic payments gateway and should take a printout of the system generated receipt for their reference which can be produced whenever required. The tender document can also be downloaded from the **website:- mpphsc.gov.in** for the purpose of viewing only and it shall not be treated as valid tender document.
- b) To participate in tender bidder should complete stages of PURCHASE; DOWNLOAD & FINAL BID SUBMISSION through www.mptenders.gov.in. Bid Submitted only on-line will be accepted. No objections related to technical evaluation would be accepted after the price bid opening. Any complaint made by a bidder against other bidders, if found unjust will be considered as an effort to disrupt the bidding process and the complainant may be penalized by forfeiting its EMD.
- c) The rate contract will be valid for 18 months; the rate contract can be further extended for a period up to 6 months by approval of tender inviting authority at the same terms and conditions of the rate contract. In case of extension of rate contract validity of Performance Bank Guarantee will be extended proportionally.

II. Earnest Money Deposit (EMD):

All bidders must submit EMD of Rs. 200000/- by e-procurement system powered by NIC through website <https://mptenders.gov.in> if a bidder is MSME/Udhyog Aadhar/SSI registered manufacturer of Madhya Pradesh then they will be exempted from submitting EMD and Bid document fee. However tender processing fee is not exempted. If MSME/Udhyog Aadhar/SSI registered bidder wishes to avail above facility then they should follow necessary processes with E Procurement Portal www.mpeproc.gov.in and if necessary, take help of help line on E Procurement Portal. Exemption of Tender Document Fee & EMD is only for MSME/SSI Manufacturers of Madhya Pradesh. To claim the exemption, relevant valid documents, in support of MSME/SSI, are required to be uploaded by the bidder(s). Without relevant document bid may be rejected. MSME/SSI Manufacturer(s) from other States are not exempted from EMD and Tender Document Fee. If other than MSME/SSI manufacturer of MP do not submit EMD and/or do not pay bid document fee, then such bids shall be rejected.

- a) No exemption from submission of EMD is permitted and the bids found without EMD as above will be summarily rejected if firm is not exempted as per above condition
- b) EMD of the unsuccessful bidders will be returned.
- c) Bids submitted with other form of EMD may be rejected.

- d) Bid Security may be forfeited.
 - (1) If a Bidder withdraws its bid during the period of bid validity ; or
 - (2) In case of successful Bidder, if the Bidder fails;
 - (3) To sign the Contract / Agreement or
 - (4) To furnish performance security
 - (5) If the Bidder does not accept the corrected amount of Price Bid, as the case may be, the Bid for that particular item shall be rejected, and the Bid security shall be forfeited as per clause no 6.
 - (6) If a bidder quotes wrong rates due to any reason for any item(s) and bidder withdraws its bid for that particular item(s) for quoting of wrong rates, then 50% of EMD shall be forfeited. This action shall not affect other quoted items of that bidder.
- e) The Bidder whose manufacturing unit is found to be not complying with STANDARDS (but furnished a DECLARATION) or any other applicable national/international standard during inspection, will be levied with a fine of Rs 50,000/- or the expenditure incurred by the purchaser (GOMP) in such inspection, whichever is higher. This fine amount will be deducted without any notice.

III. Clarifications and Amendments:

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

4) Preparation of Bid:

The bids should be prepared in 'Two Covers' i.e. "**Technical Bid (Cover-A) Online**" and "**Price Bid (Cover-C) - Online**". The following instructions should be followed: -

- I. **Cover A:** The Bidder should furnish the Technical Bid documents in a cover/envelope super-scribed as "**Cover A**". **All pages of the Technical Bid should be signed and sealed** by the Bidder before **scanning and uploading**. All documents submitted as part of the Technical Bid, which are photocopy should be attested by the bidder
The following shall constitute Cover A:

- a) The EMD should be submitted via e procurement system powered by NIC through website www.mptenders.gov.in. No exemption from payment of EMD is permitted. Also, details of the EMD have to be mentioned online and a **scanned copy is to be** uploaded online during e-tendering process at www.mptenders.gov.in.
- b) **Documentary evidence for the constitution of the company** /Firm such as Memorandum and Articles of Association, Partnership deed etc. with details of the Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor. The list of present Directors in the board of the Company duly self-certified.
- c) The instruments such as **power of attorney**, resolution of board etc., authorizing an officer of the bidder should be enclosed with the tender duly signed by the Authorized signatory of the Company / Firm and such authorized officer of the bidder should sign the tender documents.
- d) **Authorization letter** nominating a responsible person of the bidder to transact the business with the Tender Inviting Authority.
- e) **Annual turnover statement for any 3 financial years out of the previous five financial years i.e. 2019-2020, 2020-2021, 2021-22, 2022-2023 , 2023-2024 or 2024-2025** in the **format** given in **Annexure-VIII** duly certified by the (chartered Accountant/statutory auditor), in case **of any deviation** in provided format bid may be **rejected**.
Note-"A printout or PDF screenshot of the UDIN verification result from ICAI portal along with the CA turnover certificate to be submitted."

- f) **GST Registration certificate** (stating Tin Number)
- g) **Checklist** (Annexure XIV) indicating the documents submitted with the bid document. The documents should be uploaded as per caption provided.
- h) All suppliers of surgical items are required to incorporate barcodes as per GS1 standards at various packaging levels (Primary, Secondary & Tertiary) and submit their GS1 registration certificate at the time of submission of bid (**Not Mandatory**). Please refer detailed technical specifications as per the annexure. Supplier also needs to submit the Tertiary & Secondary label barcode verification report issued from GS1 India for the drug/medicine/surgical items on or before the physical supply of the material." At the first phase the bar coding is to be implemented at tertiary level and then in second phase at the secondary level also which will be informed.
- i) The Bidder should furnish attested **photocopy of manufacturing license for the product/Group of products** (in case of non-drug item District Industries Department certificate item wise/group wise is required) for each and every product quoted as per specification in the tender. The license must have been duly renewed up to date and the items quoted shall be clearly highlighted and code of item should also be marked in the copy of license. **Note-** In case the item code is not mentioned in front of the license then **that item may not be considered.** Products code to be mentioned by bidder in the copy of certificate given by authority. it is not expected licensing authority mention and certify tender item code.
- j) **Market Standing cum performance Certificate issued by CA or FDA as a manufacturer or importer for each item for Last three financial years 2021-2022 , 2022-23, 2023-24 or 2024-25 as per format (Annexure XII).**
 Note- "A printout or PDF screenshot of the UDIN verification result from ICAI portal along with the CA Market Standing Certificate to be submitted."
- k) **Duly attested photocopy of Import License, if importer.**
- l) **Declaration (as per format in Annexure-VII -on 100 Rs. Non Judicial stamp paper)**
- m) **Original Manufacturer's ISI/ISO/CE/USFDA/FDA/WHO-GMP certificates,** item wise, clearly showing quoted item code or groups in front of the item/group.
- n) **List of items quoted without rates.** (As per format in **Annexure- IX**).
- o) **Mandate form.** (As per format in **Annexure-X**).
- p) **Production capacity certificate** issued by any competent authority/CA /self-certified (as per format in **Annexure XI**) as per above qualification criteria no 2
- q) **COMPLIANCE TO TECHNICAL SPECIFICATION OF THE PRODUCT(S) OFFERED** (As per Annexure XIV)
- r) Details of Manufacturing Unit from Which Product Will Be Supplied VI.
- s) Minimum 01 year safety and efficacy data of stent published in index national / international journals i.e. PubMed etc.
- t) Clarification documents (Declaration as per affidavit Annexure VII to be uploaded along with technical bid and subsequent document to be uploaded later as requested during evaluation).
- u) Declaration form on minimum Rs. 100 Non Judicial stamp paper Annexure – XVI
- v) Bidder/Firm must replace all types of Stent and balloons free of cost **before 06 months** of expiry.
- w) CE / USFDA is mandatory for all Items.
- x) In case a coronary stent/ peripheral stent (or both) is opened but not successfully crossed or deployed due to any technical or device-related issue, the supplier/manufacturer shall replace the stent free of cost, without any additional financial liability to the institute.
- y) Stent which is not crossed should be replaced by firm without any cost.
- z) Bidder must submit Merged Single PDF of all the above technical documents asked in the tender with page number. This page number should be mentioned as asked in Check list II (Annexure XVIII).
- aa) Bidder must submit Check list II (Annexure XVIII), in excel format
- bb) Other Documents if any

Note:- 1- Two sample to be submitted by bidders for item radial and femoral sheath, coronary diagnostic and guide catheter, coronary diagnostic and guide wire, coronary guiding catheter, coronary guide wire, coronary balloon, coronary stent, manifold, Y-connector hemostatic valve, Radial puncture needle, Pressure Line of any size and length. **for above technically responsive items Sample will be call.**

2- Stent which is “not crossed” should be replaced by firm without any cost.

III-Cover C: Price Bid (Envelope code ‘C’):

- a) Price Bid (Envelope code ‘C’) has to be submitted online only. No price bid should be submitted manually otherwise bid shall be liable to reject. Online PRICE BID - COVER C” ”
- b) There should not be any alteration or condition in the tender. If the same is found, then tender is liable to be cancelled.
- c) In determining the lowest evaluated price, (the rate quoted per unit in column in Annexure-XIII) exclusive of GST and price exclusive of the GST. (Basic unit price) will be taken in to price comparison. The rate quoted in Annexure XIII should be for a unit mentioned and for the given specification.
- d) The bidder shall specifically mention “EXEMPTED” when the item is not taxable under GST but exempted for the time being, based on turn over or for any other grounds, by the notification issued by the Government of India.

5) Tender Opening:

- a) Tenders may be opened online in the presence of Bidder / authorized representatives who choose to attend as per date/time specified in the Table given under “Online Key Schedule” above at MPPHSCL office. Only one person carrying authorization letter from the bidder will be allowed to attend the bid opening.
- b) If the office happens to be closed on the key dates specified above, such events shall happen on the next working day at the same time and venue.
The Cover “A” will be opened first, and after scrutiny and confirmation of the documents and the information furnished therein, including sample testing/inspection, inspection of plant if required. The Tender Inviting Authority will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, The Tender Inviting Authority determination of Tenders responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence. If a Tender is not substantially responsive, it may be rejected by the Tender Inviting Authority. The tenders, which do not meet the basic requirements, are liable to be treated as non – responsive and may be summarily ignored The mentioned aspects are descriptive and not exhaustive and a tender can be declared nonresponsive for non-fulfillment of any essential condition called out in the instant document in the considered view of the Tender Inviting Authority and the opinion of the Tender Inviting Authority shall be final and conclusive. However, Infirmary/Irregularity/or any Non-Conformity if observed during the examination, the Tender Inviting Authority may waive the same or may ask bidder to comply the same or may ask to submit documents. Wherever necessary, the Tender Inviting Authority may convey its observation on such issues to the bidder **by online web portal only**. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored / rejected. Evaluation of Envelope ‘A’ and Envelope ‘B’ could be made together. Eligible and qualified bidders will be shortlisted for price bid opening.
- c) The price bid of shortlisted bidders shall be opened on the date/time specified in the Table given under “Online Key Schedule” above or may be published separately.
- d) The acceptable rates will be decided and communicated on website.

6) Validity of Bids

The bids will be valid for a period of 180 days from the date of opening of Cover “A” (Technical Bid). In exceptional circumstances, the Tender Inviting Authority may solicit the Bidder’s consent for an extension of the period of validity. The request and response thereto should be made in writing (or by e-mail), the bid security provided shall be suitably retained. Bidder may refuse the request without forfeiture of its bid security.

7) Acceptance of Tender

- a) The rate evaluation committee formed under the Drug policy 2009 of Madhya Pradesh will evaluate the tender with reference to various criteria as mentioned in above clauses. Tender inviting authority reserves the right to accept or reject the tender for the supply of all or any one or more items tendered for in a tender without assigning any reason. TIA also have right to accept bid with deviations.
- b) Tender Inviting Authority or his representative(s) has the right to inspect the factories of Bidder, before accepting the rate quoted by them or before releasing any purchase order(s) or at the point of time during the continuance of the tender and also has the right to reject the tender or terminate /cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections.

- c) The acceptance of the tenders will be communicated to the successful Bidders in writing.
- d) The rates of the successful Bidder would be valid for 18 months as rate contract and may further be extended for another 6 months on same terms and conditions. In case of extension of rate contract validity of Performance Bank Guarantee will be extended proportionally.
- e) No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.
- f) The Tender inviting authority, reserves the right to accept or reject any tender for any one or more of the items tendered for, without assigning any reason.
- g) All technically qualified bidders (other than L-1) may be invited to match the rate quoted by the L1 Bidder.
- h) Tender inviting authority/contracting authority reserve to right to amend/relax any condition mentioned in the bid at any time.
- i) The merger /Demerger/ amalgamation / transfer of business / transfer of assets / Subsidiary / share in joint venture/subsidiary of foreign origin company etc. of a firm affect the bid condition relating to qualification criteria. The qualification of a bidder in this regard shall be ascertained to the Purchase Committee on the basis of the agreement / BOD resolution / CA certificate or any other document(s), which should be annexed with the tender documents. In this regard the decision of Committee/TIA shall be final.

8) Agreement

- a) All successful Bidders will have to execute an agreement (as per attached format) in a non-judicial stamp paper of value Rs.500/-, in favor of Managing Director, MPPHSCL
- b) Bidder has to execute the agreement within **21 days** from the date of receipt of the intimation by tender inviting authority informing that their tenders have been accepted. The form of agreement will be issued by Madhya Pradesh Public Health Services Corporation Ltd. Incorrect /incomplete document will be treated as non-submission of PBG and agreement. For delay in submission of PBG and agreement, penalty shall be levied.
- c) If the successful Bidder fails to execute the agreement and payment of security deposit within the time specified or withdraws the tender after intimation of the acceptance of the tender has been sent or owing to any other reasons, the Bidders is unable to undertake the contract the Earnest Money Deposit of the Bidder may stand forfeited. Such Bidder (s) may also be liable for all damages sustained by the Tender Inviting Authority / Ordering Authority by reasons of breach of tender conditions. Such damages shall be assessed in the public interest by the Tender Inviting Authority, MPPHSCL, and Government of Madhya Pradesh whose decision shall be final. Apart from blacklisting /debaring the supplier. If MSME firm of MP (exempted for EMD & Tender Fee) fails to submit PBG and Agreement within timeline, the firm is liable to be blacklisted or debarred since EMD forfeiture for such firms is not possible as they are exempted for EMD submission
- d) TIA will be at liberty to execute rate contract and place a purchase order without waiting for PBG and agreement, supplier will bound to supply the goods within stipulated time otherwise penalty (Delay supply penalty) will be applicable which can be deducted from EMD. Payment shall only be made after execution of the contract.

9) Security Deposit

On being informed about the acceptance of the tender and before signing the agreement, the successful bidder shall pay the **3%** Performance Security Deposit of the contracted value in the form of unconditional irrevocable Bank Guarantee pledged to Managing Director, MPPHSCL payable at Bhopal valid for **24 months** from the date of acceptance of the tender. The Security Deposit should be paid upfront in respect of each contract on or before the due date fixed by Tender Inviting Authority before releasing the purchase order. However, purchase order can be placed after the issue of letter of acceptance, pending the execution of agreement. In case of extension of RC validity of performance bank guarantee will be extended proportionally.

Important Note:-For delayed submission of agreement by the selected bidders, penalty shall be imposed as follows:-

S. No.	Total Delay Period in Submission of Agreement & PBG after issuing NOA / letter for correction (if any)	Penalty Amount to be deducted from EMD
1-	from 01 to 07 days	20% of EMD value

2-	From 08 to 14 days	30% of EMD value
3-	From 15 to 21 days	50% of EMD value
4-	From 22 to 30 days	70% EMD value
5-	After 30 days	100% of EMD will be forfeited and NOA may be deemed cancel and actions could be initiated as per tender terms & conditions.

10) Payment Provisions

- a) No advance payments towards costs of Surgical, Suture items, Consumables & materials etc., will be made to the Bidder.
- b) The verification of the bills of the supplier and supplied Surgical, Suture items, Consumables & materials /Hospital goods would be done by the Stores in-charge at the district facilities of the ordering Authorities. On receipt and after verification of the goods, it would be entered in the stock register. Payments towards the supply of Surgical, Suture items, Consumables, Diagnostics & materials will be made strictly as per the rules of the Tender Inviting Authority. The payments will be made by means of Cheque or through RTGS (Real time Gross Settlement)/Core Banking/NEFT. The Bidder shall furnish the relevant details in original) to make the payment through RTGS/core banking/NEFT. In order to ensure tracking payments, the successful Bidder who is awarded the contract must furnish details of dispatches, test certificates in MP Aushadhi Software.
- c) All bills/ Invoices should be raised in triplicate for Surgical, Suture items, Consumables & Materials; the bills should be drawn as per tax Rules in the name of purchaser or in name of any other authority as may be designated. On receipt of the analytical report regarding quality (wherever applicable), the payment would be made in 30 days and responsibility would rest with the CMHO, Civil surgeon and all other Purchase Officers. The payment would be made **within 21 to 36 days of** the receipt of items provided items have been passed in the quality tests.
- d) Payments for supply will be considered only after supply of the goods ordered in the Purchase Order provided reports of the Standard Quality (wherever applicable) on samples testing received from commercial laboratories as mentioned in the tender document or Approved laboratories of Tender Inviting authority.
- e) If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform Tender Inviting Authority immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.
- f) In case of any enhancement in tax due to notification of the Government after the date of submission of tenders and during the tender period, the quantum of additional tax so levied will be allowed to be charged extra as a separate item without any change in the basic of the price structure price of the Surgical, Suture items, Consumables, Diagnostics & materials approved under the tender. For claiming the additional cost on account of the increase in Tax, the Bidder should produce a letter from the concerned tax authorities for having paid additional tax Duty on the goods supplied to Tender Inviting Authority and also must claim the same in the invoice separately.
- g) Similarly if there is any reduction in the rate of Surgical, Suture items, Consumables, Diagnostics & materials, as notified by the Govt., after the date of submission of tender, the quantum of the price to the extent of reduction of Surgical, Suture items, Consumables, Diagnostics & materials will be deducted without any change in the basic price of the price structure of the items approved under the tender.
- h) In case of successful bidder has been enjoying tax exemption on any criteria of Turnover etc., such bidder will not be allowed to claim tax at later point of time, during the tenure of contract, when the tax is chargeable on goods manufactured.
- i) If the supply reaches the designated places between 5PM of the **21th day** and 5PM of the **36th day** from the purchase order, a liquidated damage will be levied at 0.5% per day for delayed supply between **8th day** and **36th day**, irrespective of the ordering authority having actually suffered any damage/loss or not, on account of delay in effecting supply.
- j) If there is any unexecuted order till **36th day** from purchase order generation then on **37rd day** flat 20% penalty will be imposed on it and order shall stand cancelled automatically after 90th day of purchase order generation after levying penalty @ 20% on value of unexecuted order and such penalty is recoverable from any amount payable to supplier

- k) If the complete supply is received in damaged condition it shall not be accepted recorded on LR and Deliver Challan, the supplier informed in writing to replace the material in next 30 days or else subsequent to no replacement in 30 days the Performance security (SD) would be forfeited with a notice to the supplier. In case of damage only in the outer packing, the supply will be accepted only after levying penalty of 1% on the total value of the supply to that destination place. Further the Performance security (SD) would be forfeited with a notice to the supplier.
- l) All the Bidders are required to supply the product with logogram- **Annexure-I-** and with prescribed packing specification. If there is any deviation in these Tender conditions separate damages will be levied @ 2% irrespective of the ordering authority having already suffered any damage/loss or not, without prejudice the rights of alternative purchase.

11) Description of Services and Performance Requirements:

- a) The quantity mentioned is only the tentative requirement and may increase or decrease substantially as per the decision of Ordering Authority and /or Tender Inviting Authority. The rates quoted should not vary with the quantum of the order or the destination. All sterilized products should be BIS/CE/USFDA marked. All quoted products should conform to the requirement of relevant national/international quality certifications. All relevant valid approvals/certificates should be attached along with the bid. Decision of Tender Inviting Authority shall be final & binding in this regard.
- b) Tender has been called for in the generic names of Surgical & Suture, Consumables, Diagnostics & material/item Bidders should quote the rates for the generic products. Any variation, if found, may result in to the rejection of the tender. However, the imported items are allowed to be supplied in the trade name.
- c) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods" final destination and the absence of heavy handling facilities at all points in transit.
- d) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Purchaser.
- e) Tender for the supply of items with cross conditions like "AT CURRENT MARKET RATES" shall not be accepted. Handling, clearing, transport charges etc., will not be paid. The delivery should be made as stipulated in the purchase order placed with successful Bidders.
- f) Each bid must contain not only the unit rate but also the total value of each item quoted for supply in the respective columns. The aggregate value of all the items quoted in the tender shall also be furnished.
- g) To ensure sustained supply without any interruption, the Tender Inviting Authority reserves the right to split orders for supplying the requirements among more than one bidder.
- h) No Bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.
- i) Supplies should be made directly by the bidder and not through any other agency.
- j) The Bidder shall allow inspection of the factory at any time by a team of experts/officials of the tender inviting authority. The Bidder shall extend all facilities to the team to enable to inspect the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If company/firm does not allow for any such inspection their tenders will be rejected.

12) Supply Conditions and Delivery Period:

- a) The purchase orders under the Rate Contracts shall be placed by the competent authorities of Medical Colleges of Govt. of M.P. However, the purchase orders may also be placed by the Corporation and/or the authorities mentioned below. Supplier obligation to supply the material on the basis of issue of purchase order placed on priority to all authorities
 - (i) Chief Medical & Health Officer of the State
 - (ii) Chief Medical & Health Officer, Gas Rahat
 - (iii) Civil Surgeon cum Hospital Superintendent
 - (iv) Superintendent, Special Hospitals
 - (v) Superintendents, Gas Rahat hospitals
 - (vi) All Regional Joint Directors of M.P.
 - (vii) State TB officer
 - (viii) State STDC (State TB demonstration cum training center) etc.

(ix) Super specialty Hospitals (Medical Colleges of Govt. of MP)

- b) Purchase orders along with the delivery destinations will be placed on the successful Bidder at the discretion of the Ordering Authority.
- c) All supplies will be scheduled for the period from the date of acceptance till the completion of the tender in installments, as may be stipulated in the Purchase Order. The supplied Consumables & materials should have a maximum potency throughout the shelf life period as prescribed in the Drugs & Cosmetics Act 1940 and rules there under. All other items of Surgical and consumables should have a shelf life period of minimum 2 years from the date of manufacture. All materials supplied should have at least a minimum of 3/4th of the shelf life of the item supplied at the time of receipt of supply at consignee end.
- d) The supply should be completed within **21** days from the date of purchase order.
- e) The supplier may continue the supply of unexecuted quantity after the **21th day**, however liquidated damages as specified in clauses of the tender conditions, will be levied on the quantity supplied after the **21th day**. However, no supplies may be normally accepted after **5PM of 36th day** from the date of issue of the purchase order.
- f) The supplier shall complete the earlier purchase order before commencing the supply of subsequent purchase orders. In case of non-execution, GOMP reserves the right to place purchase order (partially/ fully) on alternate source at the risk and cost of the defaulting Bidder.
- g) **NABL** report is required for the items which comes under drug category, for the items which doesn't comes under drug category NABL report is not mandatory. If '**yes**' is mentioned in front of item in the list of items at annexure II, NABL test report is mandatory for that items at the time of supply.
- h) The Surgical, Suture Items, Consumables, Diagnostics & Materials supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.
- i) Bidder should try to supply the product which is not older than **36 days**. In case, the product supplied is older than **36 days** (i.e. received after **36 days** from the date of manufacture) and the product is not consumed before its expiry, expired quantity with fresh stock of longer shelf life will be replenished by the supplier, otherwise the expired product will be returned to the supplier and the value equal to the cost of expired quantity will be recovered.
- j) If the Bidder fails to execute the supply within the stipulated time, the Tender Inviting Authority is at liberty to make alternative arrangement for purchase of the items Of Surgical , Suture Items, Consumables, Diagnostics & Materials for which the Purchase orders have been placed, from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the tender inviting authority has every right to recover the cost and impose the penalty as per clause. However, bidder may refuse to accept the supply order (s) if the bidder has already received orders, from the Ordering Authority (ies), of the qty. equal to its annual production capacity. Unexecuted order (s) qty., due to non- supply of material beyond **36 days**, shall not be counted. Such refusal of order (s) should be communicated to the ordering authority within 5 days of receipt of e-order to enable the authority to make alternative arrangements. No penalty shall be imposed in such cases. Beyond 5 days, it would be deemed that the bidder has accepted the supply order and all terms and conditions of the bid document shall be applicable.
- k) The order may stand cancelled at the end of 90th day from the issue of the purchase order after levying penalty on the value of the unexecuted order. Further, the Bidder shall also be liable to pay other penalties as specified. Security Deposit of such suppliers shall also be forfeited besides taking other penal action like blacklisting/debarring from participating in present and future tenders of the tender inviting authority etc.
- l) It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt in the respective district of the ordering authority. Tender inviting authority is not responsible for the stock of the items received, for which no order is placed.
- m) The Bidder shall take back all surgical and suture material, which are not utilized by the tender inviting Authority within the shelf life period based on mutual agreement.
- n) If at any time the Bidder has, in the opinion of the Tender inviting authority, delayed the supply of items due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events, the time for supplying the items may be extended by the Tender inviting authority at its discretion for such period as may be considered reasonable. However, such extension shall be considered only if a specific written request is made by the Bidder within 21 days from the occurrence of such event. The exceptional cause does not include scarcity of raw material, power cut and labor disputes.
- o) The supplier shall not be liable to pay LD/penalty and forfeiture of the performance security for the delay in executing the contract on account of the extension of the supply period on the ground of force majeure events.
- p) Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days' notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
- q) For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the Tender Inviting Authority, and the Bidder shall be liable to pay for all losses sustained by the Tender Inviting Authority, in consequence of the termination which may be recovered personally from the Bidder or from his properties, as per rules.

- r) Nonperformance of any of the contract conditions and provisions will attract provisions of penalty/blacklisting/debarring as stipulated in the tender documents.
- s) In the event of making ALTERNATIVE PURCHASE, penalty will be imposed on the supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority in making such purchases from any other sources or in the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier.
- t) Aggrieved by the decision or levy of fine by the Ordering Authority, the supplier can make an appeal with the Director Medical Services, (In charge Procurement). Aggrieved by the decision of the concerned Director, the supplier can take up the appeal with the managing director (MPPHSCL)
- u) In all the above conditions, the decision of the Tender Inviting Authority, would be final and binding, in case of any dispute regarding all cases under tender procedure or in any other non-ordinary situation and would be acceptable to all.
- v) All litigations related to the supplier for any defaults will be done by Tender Inviting Authority and his decision will be final and binding.
- w) Supplier has to enter supply /consignment details against purchase order in the MP-AUSHADHI software. Failing to which ordering authority /MPPHSCL shall not be responsible for any delay in payment and may be treated as non-supply and penalize action like forfeiture of PBG or non-payment will be taken.

13) Quality testing: -

- a) Bidder has to provide self-certification for quality assurance as applicable for quoted product.
- b) The concerned quality assurance officer/drug inspector will randomly perform quality assurance checks and inspection.
- c) The quoted product should be ISI/ISO/CE/USFDA certification for quality norms.

14) Fraudulent and Corrupt Practices:

- I. For bidders: It is purchaser's policy to require that the bidders, suppliers and contractors and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. *(In this context, any action taken by a bidder, supplier, contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper)* In pursuance of this policy, the purchaser;
 - a) Defines, for the purposes of this provision, the terms set forth below as follows:
 - b) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly; of anything of value to influence improperly the actions of another party (*"another party" refers to a public official acting in relation to the procurement process or contract execution*). In this context, *"public official" includes staff and employees of other organizations taking or reviewing procurement decisions*.
 - c) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation (*a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution*).
 - d) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non-competitive level*].
 - e) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (*a "party" refers to a participant in the procurement process or contract execution*).
 - f) "Obstructive practice" is
 - (1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (2) Acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause (e) below.
 - (3) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
 - (4) Will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub-contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

- (5) Will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
 - (6) Will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.
- II. For suppliers: If the Purchaser determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the Purchaser may, after giving 7 days' notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the procurement will be made at the risk and cost of the supplier.
- a) For the purposes of this Sub-Clause:
 - b) "Corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - c) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - d) "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
 - e) "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - f) "Obstructive practice" is
 - (1) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (2) Acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for.

15) Jurisdiction

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

16) Termination of Rate Contract

- (a) If ordered/received quantity goes beyond 200% of the Rate Contracted quantity, then TIA shall have right to review the RC and may cancel the contract after giving 30 days' notice.
- (b) Tender Inviting Authority will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days' notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination.
- (c) If at any time during rate contract, TIA (Tender Inviting Authority) finds rate are not reasonable then RC can be terminated after giving 30 day notice

17) Rate Match.

L1/L2/L3 Purchase order distribution clause: -

Tender quantity will be divided in this sequence:

- I. 50% for L1 supplier.
- II. 25% for L2 supplier.
- III. 25% for L3 supplier.

L2 and L3 supplier will be requested to match L1 rate, and if any supplier fails to supply the respective quantity then quantity will be divided among the available supplier(s) in the same ratio as above. For all successful bidders, Penalty clause will be the same if the supplier is not supplying on time, as per clause no. [(10) Point I, j] as well as Performance bank guarantee has to be submitted by the successful bidder as well. Tender inviting authority /contracting authority reserve right to amend/relax any condition mentioned in the clause no. 17 at any point during tender process and up to validity of rate contract.

17.1) Purchase Preference

- I. In MPPHSC tenders, if the rate is quoted by industrial/ MSME unit outside the Madhya Pradesh is L1, then (50%) fifty percent quantity of tender will be purchased from the unit outside the Madhya Pradesh and the Remaining (50%) fifty percent will be purchase at the lowest rate (as per Clause 17.2 Below) from the Industrial /MSME units of the Madhya Pradesh state.

- II. In case the rate of the Industrial/MSME unit of the Madhya Pradesh is L1, then 100% purchase will be done through the industrial unit of the Madhya Pradesh only.

17.2) Rates Preference in Tenders

- I. The first three MSME units of the Madhya Pradesh state participating in the MPPHSCL tenders by the procurement agencies who have submitted the rates in the tender within the price band of LI + 15%, they shall be allowed to supply up to a maximum of 50% of the total tender value keeping in view of their ability and by bringing their price to L1 level.

ANNEXURE-I

UNDERTAKING FOR EMBOSSEMENT OF LOGOGRAM AND SAMPLE TESTING

I do hereby declare that I will supply the Surgical, Suture items, Consumables & materials as per the following logogram and with the word “MP Govt. supply - Not for sale” over printed in red letters.

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



Bar coding details

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

Attached separately / uploaded(available) on website

www.gs1india.org or www.gs1.org

For any technical assistance please contact (GS1 India)

(Under Min. of Commerce, Govt. of India)

330, 2nd Floor, „C“ Wing, August KrantiBhawan, BhikajiCama Place, New Delhi - 110066 T +91-11-42890890, D +91-11-42890846

M +91-95822-00491 F +91-11-26168730 E ankit@gs1india.org

ENCLOSURE-II TO ANNEXURE-I

SPECIMEN LABEL FOR OUTER CARTON

SHALL BE OF DIFFERENT COLOURS FOR DIFFERENT CLASS OF Surgical and consumables

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

~~~~~  
**(Name of Surgical and consumables etc.)**  
~~~~~

CONSTITUENTS OF.....
Name of the Item, Manufactured by, Batch no
Mfg. Date, Exp. Date, Quantity /Kit

Net. Weight :Kg

Manufactured by/Assembled by

ANNEXURE-II

List of Item and Specification Attached separately.

ANNEXURE-III
AGREEMENT

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

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz;. Supply of **Cardiac Consumables** in the tender reference No..../SURG/MPPHSCL/2022, (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services for the sum of..... (*Contract Price in Words and Figures*) (Here in after called "the Contract Price").for a period of 18 months or 24 months from even date and may further be extended for another 6 months on same terms and conditions. In case of extension of rate contract validity of Performance Bank Guarantee will be extended proportionally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

- a. The notification of award issued by the purchaser. b. The Notice Inviting Tender and Tender Document.
- c. The supplier's bid including enclosures, annexure, etc.
- d. The Terms and Conditions of the Contract
- e. The Schedule of Requirement
- f. The Technical Specification
- g. Any other document listed in the supplier's bid and replies to queries, clarifications issued by the purchaser, such confirmations given by the bidder which are acceptable to the purchaser and the entire Addendum issued as forming part of the contract.

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

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

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

Sr. No	item Code	Brief Description of Goods & Services	Pack	Tender Qty in No.s	Unit Price	GST in %	Total value inclusive of GST tax
Total contract value							

DELIVERY SCHEDULE:

Supply shall complete within **21 days** as the case may be, from the date of purchase order and as per clause of the bid document. IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said..... (For the Purchaser)

In the presence of.....

Signature

Name

Address

Witness 1. 2.

Signed, Sealed and Delivered by the

Said (For the Supplier)

in the presence of

Signature

Name

Address

Witness 1. 2.

ANNEXURE-IV

SECTION – XIV

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

Concerning Bank issuing e-PBG/ Bank guarantee should note that Bank guarantee issued will be verified online by MPPHSCL therefore e-PBG/ Bank guarantee will operative when accompanied with advice (SFMS) issued from the 'ICICI Bank Limited' with IFSC Code: '**ICIC000055**'. Bank Guarantee of performance guarantee will be in favour of Managing Director, Madhya Pradesh Public Health Services Corporation Limited, Bhopal (Payable/ Encashable at Bhopal)

SECTION – XIV

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

Managing Director,
Madhya Pradesh Public Health Services Corporation Limited
1, ARERA HILLS, Tilhan Sangh Building Campus
Bhopal – 462 011 Madhya Pradesh

WHEREAS _____ (Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of NOA no _____ dated _____ to supply goods /services, as mentioned in above NOA, (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said any contract or any contract with MPPHSCL or Health & Family Welfare Department, Government of Madhya Pradesh that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the said contract or any other contract entered with MPPHSCL or Health & Family Welfare Department, Government of Madhya Pradesh and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to _____ years..... months..... (as mentioned in NOA) i.e. up-to..... (Indicated date)

.....
(Signature with date of the authorized officer of the Bank)
..... Name
and designation of the officer
.....
..... Seal,
name & address of the Bank and address of the Branch

ANNEXURE - V
PROCEDURE FOR BLACK LISTING/DEBARRING

DEBARRING/BLACKLISTING OF PRODUCT / TENDER IF ANY WITHDRAWAL OF Bidder

1. The Successful Bidders fail to execute the agreement, to perform the obligations under the tender conditions and commits default in the performance of the contract, such Bidders may be debarred/ blacklisted for a period of 2 years.
2. The Successful bidders fail to execute the agreement for few items out of multiple awarded items then such bidders may be debarred /blacklisted for those particular items for a period of 2 years.
BLACKLISTING FOR QUALITY FAILURE.
3. Each and every batch of surgical item, consumables, diagnostics and materials supplied by the suppliers shall be subjected to quality test by the laboratories empanelled through open tender process/selected by tender inviting authority.
4. The samples are collected from the Stores from each batch of supply of the same item and after eliminating the common batch, samples shall be taken in random, decoded and to be sent to the empanelled testing laboratories for testing the quality of items.
5. If such sample passes quality test in all respects, ordering authority will instruct its store to issue such items of surgical, suture item, consumables diagnostics and materials to various hospitals / Institutions.
6. If the sample fails in quality test and report is received certifying that sample is **NOT OF STANDARD QUALITY**, one more sample shall be drawn from the same batch and to be sent to another Laboratory for quality testing. On confirmation of the test result by the second laboratory, firm will be black listed as per terms. In case when the second report is contradictory to the first report, the Govt. Lab report or TIA decision will be final and if the sample has been tested by the Govt. Lab at any stage, its report will be conclusive & final unless challenged as per provisions of Drugs & Cosmetics Act, 1940.
7. In case any one batch is found NSQ than particular product of the firm will be black listed/debarred for not less than one year. upon blacklisting /debarment of such 3 products or found such 3 NSQ batches(of one or more products) then firm will be blacklisted not less than 3 years
8. In case of any sample in even one batch declared as **spurious or adulterated or misbranded by the Government Analyst or declared NSQ** the company shall be blacklisted not Less than 3 years.
9. On complaint from Drug Inspector during their Test of field sample, that the particular item has been reported to be of NOT OF STANDARD QUALITY, the issue of available stock of the items will be stopped. Available stock of the product in hospitals will be retrieved. The supplier shall be called upon to explain why the product should not be blacklisted. On receipt of his explanation and scrutiny of record, decision will be taken by the TIA to decide the appropriate punishment / penalties including blacklisting as per above terms (Clause No. 6, 7 and 8) whichever is applicable.

BLACKLISTING FOR NON-SUPPLY:

10. The supplier should supply 100% of the ordered quantity at the designated places as per the schedule **21 days** from the date of purchase order otherwise relevant provisions of tender document (of non-supply) shall be applied. Period of **21 days** will be counted from the date of placement of online order. If the supplier fails to supply the ordered quantity after elapse of **36 days**, then the risk and differential cost will be passed on to the original supplier as per conditions of the tender document. If payment for, any extra cost incurred by ordering authority on any procurement done against risk & cost after lapse of said period of **36 days** from the date of issue of order, is not made by the concerned supplier within 15 days of issue of notice, then the extra payment done will be deducted from the security deposit of the concerned supplier. If recovery could not be effected from its security deposit due to the reason of its security deposit getting exhausted, then concerned supplier will be liable for blacklisting apart from any other penal actions and recovery proceedings that may be taken against it as per law.
11. Ordering authority will be at liberty to accept the supply made belatedly as per the terms and conditions of the tender document on imposing the Liquidated damages at the rate stipulated in conditions of the tender documents.

12. (a) If the suppliers/s fail/s to execute the Purchase order and inform/s ordering authority about their inability to execute the order and in compliance of the Purchase order due to act of *vis- majure* , then the ordering authority may pass appropriate order on merits of case.

EXPLANATION:

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

(b) If the supplier fails to execute at least 50% of the quantity mentioned in single Purchase order and such part supply happened for three purchase orders during the same rate contracted period, then the supplier will be ineligible to participate in any of the tenders for particular items of surgical, suture item, consumables and materials for a period of one year immediately succeeding year in which supplier has placed Purchase order.

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

(c) The black listing of particular item of the surgical, suture item, consumables, diagnostics and materials or the supplier is without prejudice to the other penalty stipulated in the conditions of Tender Documents.

PURCHASE POLICY

Definitions:-

1. Surgical, suture item, consumables, diagnostics and materials means and includes, for the purpose of this Drug Policy surgical, suture item, consumables, diagnostics and materials items
2. L1 rate means the rate declared by Govt. of Madhya Pradesh for surgical, suture item, consumables, diagnostics and materials for the period mentioned in the tender documents and whose rate has been considered as L1rate.
3. Matched L1 means the Bidder or Bidders who have consented, in writing, to match the L1 rate for the particular Surgical, suture item, consumables, diagnostics and materials and agreed to abide by the terms and conditions of tender documents.
4. LD means liquidated damages levied by the ordering authority for the delay in supply of the surgical, suture item, consumables, diagnostics and materials after the expiry of **21 days** from the date of order at the rate mentioned in the tender conditions.
5. Unexecuted fine is the fine imposed for the default committed by the supplier in supplying the required quantity of Surgical, suture item, consumables, diagnostics and materials as per the Purchase Order and recovered from any amount due and payable to the supplier.
6. Purchase Order means the order issued by ordering authority to the supplier informing to supply the required quantity of the surgical, suture item, consumables, diagnostics and materials at the predetermined price and directing the supplier to supply at the designated destination mentioned in the Schedule accompanying the purchase order.
7. Schedule means the schedule annexed to the Purchase Order issued by ordering authority, consisting of the quantity of Sutures & Surgical Consumables, Diagnostics & Materials required, cost of unit of Sutures & Surgical ,Consumables, Diagnostics & Materials, generic name and code of the Sutures & Surgical ,Consumables, Diagnostics & Materials, destination, etc.,.
8. Supplier is a person with whom the Purchase Order is placed and who has agreed to supply the Sutures & Surgical, Consumables, Diagnostics & Materials, on abiding by the terms and conditions of tender document.

ARTICLE 1.

After the conclusion of Price Bid opening (Cover B), the lowest offer of the Bidder is considered for negotiation and rate arrived after negotiation is declared as L1 rate and L1 supplier for an item or items of Sutures & Surgical, Consumables, and Diagnostics & Materials for which the tender has been invited.

ARTICLE 2.

The Bidder who has been declared as L1 supplier shall execute necessary agreement as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such Bidder is eligible for the placement of Purchase Orders for the item or items of Sutures & Surgical, Consumables, Diagnostics & Materials, quoted by him.

ARTICLE 3.

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

ARTICLE 4.

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

ARTICLE 5.

The supplier, on receipt of the purchase order deems that the purchase order exceeds the production capacity declared in the tender documents and the delay would occur in executing the order, shall inform the ordering authority immediately without loss of time and the Purchase Order shall be returned within 10 days from the date of the order, failing which the supplier shall have no right for disputing the imposition of liquidated damages, fine for the delayed supply.

ARTICLE 6.

- (a) *If the L1 supplier has failed to supply the required Sutures & Surgical, Consumables, Diagnostics & Materials, with in the stipulated time of **36 days**, unexecuted purchase orders will be automatically considered cancelled and the Ordering authority is at liberty to make alternative arrangement for purchase of the items of Sutures & Surgical, Consumables, Diagnostics & Materials, for which the Purchase orders have been placed, from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier without even informing the supplier and in such cases the tender inviting authority has every right to recover the cost and impose the penalty as per provisions of the bid document.*
- (b) Ordering authority may place Purchase Orders with the Matched L1 for purchase of the Sutures & Surgical, Consumables, Diagnostics & Materials, as per provisions of the bid document, provided such Matched L1 rate Bidder shall execute necessary agreement indicating the production capacity as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such Bidder is eligible for the placement of Purchase Orders for the item or items of Sutures & Surgical, Consumables, Diagnostics & Materials, quoted by them.

ARTICLE 7.

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

ARTICLE 8.

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

ARTICLE 9.

- (a) The supplier shall start supply the Sutures & Surgical, Consumables, Diagnostics & Materials, required by ordering authority at the destination mentioned in the schedule, within the period stipulated in the Purchase Order.

- (b) The Sutures & Surgical, Consumables, Diagnostics & Materials, supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. Ordering authority will not be responsible for the loss to the supplier and will not entertain any demand/claim.

ARTICLE 10.

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

ARTICLE 11.

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

ARTICLE 12.

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

ARTICLE 13.

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

ARTICLE 14.

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

ARTICLE 15.

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

ARTICLE 16.

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

ARTICLE 17.

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

ANNEXURE - VI

DETAILS OF MANUFACTURING UNIT FROM WHICH PRODUCT WILL BE SUPPLIED

Name of the Bidder& Full Address :

GST Number :

Phone Nos. :

Fax :

E-mail :

Date of Inception :

License No. & Date :

Issued by :

Valid up to :

Annexure-VII

Declaration form on minimum Rs. 100 Non Judicial stamp paper - -

I Name..... S/o.....Age..... Prop./Partner/Director/Power of attorney holder of firm M/s..... situated at (Complete address).....do here by declare on oath as follows:-

1. We are manufacturer/ importer (delete whichever is not applicable) for items quoted by us in this tender. I/We have carefully read all the conditions of tender in Ref. No. _____, for supply of tendered items to various Government Hospitals of Government of Madhya Pradesh for a period of **18** months and accepts all conditions of the Tender including amendments/corrigendum subsequently issued by the Tender Inviting authority, if any. Further I/we confirm our eligibility for this tender and all items quoted as per the tender condition, specification and Governing laws of India, in case of typographical error found in submitted documents / affidavits/declarations, in this case we accept all the Terms and conditions of bid documents.

2. That the quoted products manufactured by _____ are of good quality and meet the applicable standards and as mentioned in the tender. No case is pending in any court regarding quality of quoted items.

3. I /We state that we will supply the products as per the tender specifications and annexure I logogram. We hold Quality certificate as required by you. During inspection if our product is found substandard then action should be initiated against our firm as deemed suitable by TIA.

4. That we/I or our concern/company/firm does not stand blacklisted/banned/debarred on **Quality ground** and has not been guilty of supplying spurious or adulterated items in last three years by Bid Inviting Authority or Govt. of MP or its departments or by any other state/ central government department on the date of bid submission.

5. That we/Concern/firm possesses annual production/import capacity at least double the quantity of each items annual requirement as mentioned in the tender document. If more than one item is quoted by us, production capacity shall be calculated cumulative for those particular item(s)/type.

6. I/We confirm that the quoted rates of any items is not more than the price fixed by the govt. under the current drugs (Price control) order or by any other controlling authority, if in future, prices of awarded item will be reduced by Price control authority the same benefit shall be transferred to the TIA.

7. We M/s _____ hereby declare that we shall submit all clarification to MPPHSCL through online portal within the stipulated time only as declared on the website and/or online portal. Further we Acknowledge that MPPHSCL reserves the right not to consider any clarifications documents after the time frame or not made through online portal.

8. I/We agree that the Bid Inviting Authority forfeiting the Earnest Money Deposit and or Security Deposit and blacklisting /Debarring/Banning me/ us for a period of 5 years or as deemed fit if, any information furnished by us proved to be false/fabricated after evaluation / at the time of inspection and not complying the conditions as per the applicable standards **or at any time during the Bid process.**

Sl. No.	Item code	Item name	Specification as mentioned in NIT	NABL	UNIT	Deviation If any

Seal and signature of the authorized company official.

Signature:.....
Name & Address:.....

- Annexure-VIII
ANNUAL TURN OVER STATEMENT

(This certificate has to be issued on the concern Chartered Accountant letter head only)

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s. _____ for the three financial years out of preceding five financial years are given below and certified that the statement is true and correct.-

Sl.No.	Financial Year	Turnover (Amount In NR)
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	
4.	2023-2024	
5.	2024-2025	

Total - INR _____

Average turnover per annual - INR _____

The above information is correct and true and verified from the audited final accounts.

Date:

Seal:

Signature of CA or Statutory Auditor

(Name in Capital)

Membership No.....

Annexure-IX
List of Items quoted

S. No.	Tender Item Code	Sutures & Surgical, Consumables, Diagnostics & Materials, Name	Specifications	Tender Quantity	Original manufacturer Details	Detail of Manufacturing License (FDA or DIC etc.)	Deviation if any *
1.							

*** If bidder has not mentioned any deviation, it should be treated he is accepting and fulfilling all the parameters and matching all the Requirement / specifications.**

Authorized signatory:

Date:

**- Annexure-X-
MANDATE FORM**

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

Date:

Company Seal

Signature

Place:

(Name of the person signing & designation)

Note- Address of the firm where communication shall be made, should be completed in all respect, otherwise TIA shall not be responsible for non-receipt of information/order/EMD/PBG.

BANK MANDATE FORM

01	Name of the Bank. Branch Name& address. Branch Code No. Branch Manager Mobile No. Branch Telephone no. Branch E-mail ID	
02	9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.	
03	IFSC code of the Branch	
04	Type of Account (Current / Savings).	
05	Account Number (as appear in cheque book)	

(In lieu of the bank certificate to be obtained, please **attach the original cancelled cheque** issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold Director Medical Services/MPPHSCL on behalf of Govt. of Madhya Pradesh responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a Bidder /successful Bidders.

Date:

Company Seal

Signature

Place:

(Name of the person signing & designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE CORRECT AS PER OUR RECORDS.

Bank Seal with address.

Signature of the authorized Official of the bank.

Annexure-XI

Production/import Capacity of manufacturer / importer certificate - self certified-
(On letter pad)

Tender item code	Quoted item Code No. & Name of item	Tender quantity	Monthly Manufactured Capacity (in case of manufacturer)/ Import Capacity (in case of importer) in all shifts in nos.*Tick whichever is applicable	Annual Production Capacity of manufacturer (in case of manufacturer)/ Annual import capacity of Importer(in case of importer) . *Tick whichever is applicable

I confirm that we/our patrons have sufficient production capacity for the quoted items further i confirm that above information is true and correct

Seal & Signature of the authorized company official./CA/Component authority.

Annexure-XII

MANUFACTURING AND MARKET STANDING CUM PERFORMANCE STATEMENT of Original Manufacturer/importer –

(FOR A PERIOD OF LAST 3 financial year)

Items wise production and sales / imported data of M/s..... are mentioned below and I certify that this is true and correct.

Tender item code	Name of the product	Financial year	No. of batches/qty. manufactured & supplied or imported
		2021-22	
		2022-23	
		2023-24	

Tender item code	Name of the product	Financial year	No. of batches/qty. manufactured & supplied or imported
		2022-23	
		2023-24	
		2024-25	

Signature and seal of FDA
or
CA (auditor of the firm)

(In case of certificate issued by CA)

UDIN Membership

No.....

Note- "A printout or PDF screenshot of the UDIN verification result from ICAI portal along with the CA Market Standing Certificate to be submitted."

PRICE SHOULD BE QUOTED ONLINE ONLY- SAMPLE FORMAT

**Annexure - XIII
Cover 'C' (Price Bid) FOR 18 MONTHS**

Tender for the Supply of Various Consumables for Cardiology to Various Hospitals of Government of Madhya Pradesh for a Period of 18 months

Sl. No.	Item Description	Item Code	Estimated Quantity	Units	NABL Certificate (Yes/No)	Unit/SKU Rate Inclusive of Incidental Services (Basic Unit/SKU Price)	SGST (For MP Suppliers only) %	CGST (For MP Suppliers only) %	IGST (For Outside MP Suppliers) %	GST Amount	Unit Price Exclusive of GST (Comparative unit Rate for deciding L1)	Unit Price (Inclusive of GST)	Total Contract Value	PBG Amount (In Rs.)	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
1	Consumables																
1.001																INR Zero Only	
1.002																INR Zero Only	
1.003																INR Zero Only	
1.004																INR Zero Only	
Total in Figures															0.00	INR Zero Only	
Quoted Rate in Words																INR Zero Only	

If 5% tax is applicable than only 5 should be entered in the column.

NOTE :- Unit/SKU Price comparison would be done on column 12 price (**Exclusive of GST**) of the item as per table.

Annexure XIV

COMPLIANCE TO TECHNICAL SPECIFICATION OF THE PRODUCT(S) OFFERED

S. No.	Name of the Item with full specification (**Point Wise)	Pack size	Make / Manufacturer	Bidder's Compliance Point wise (Yes/No)	NABL	*Deviation/ Variation if any

**** Bidder has to mention all points of specification as per tender.**

*** If bidder has not mentioned any deviation, it should be treated he is accepting and Fulfilling all the Parameters and matching all the Requirement /specifications.**

Signature of the Bidder:

Name:

Date:

Place:

Seal:

ANNEXURE - XV

CHECK LIST

(Mandatorily To be attached at the starting of the Technical bid.)

Tender Reference No -----

Bidder Name -----

COVER – A		Page No.
1	EMD submitted online by NEFT/RTGS. Slip scanned and uploaded on line on the e-procurement portal.	
2	Documentary evidence for the constitutions of the company / concern, List of Board of Directors	
3	The instruments such as power of attorney, resolution of board etc.,	
4	Authorization letter nominating a responsible person of the bidder to transact the business with the Tender inviting Authority.	
5	Annual Turnover Statement for 3 Years (Annexure-VIII) certified by Auditor or CA	
6	GST registration certificate	
7	Checklist – Annexure-XV	
8	Mandate Form (Annexure-X)	
9	DETAILS OF MANUFACTURING UNIT FROM WHICH PRODUCT WILL BE SUPPLIED – VI	
10	Declaration as per format Annexure VII on 100 Rs Non Judicial stamp paper	
11	List of items and their quantity quoted Annexure-IX	
12	Attested photocopy of valid manufacturing License and valid product lic. With highlight and mentioning product code.	
13	Item Wise import License	
14	Market standing cum performance Certificate by licensing authority or by CA Annexure XII	
15	Production Capacity certificate as per annexure XI	
16	Manufacturer/Importer- CE / USFDA	
17	Compliance to technical specifications of the product(s) Offered as per Annexure XIV	
18	Minimum 01 years' safety data of stent published in index national / international journals i.e. Pubmed etc.	
19	Declaration form on minimum Rs. 100 Non Judicial stamp paper Annexure – XVI	
20	Bidder must submit Merged Single PDF of all the above technical documents asked in the tender with page number	
21	Bidder must submit Check list II (Annexure XVIII), in excel format	
22	Other Documents	

Annexure – XVI

Declaration form on minimum Rs. 100 Non Judicial stamp paper

We..... do hereby declare that at present we have not been blacklisted / debarred/suspended on **any ground** by Tender Inviting Authority or by any State Government or Central Government Organization for the product/products quoted in the tender or as a whole company.

Seal and signature of the authorized company official.

Signature:.....

Name & Address:.....