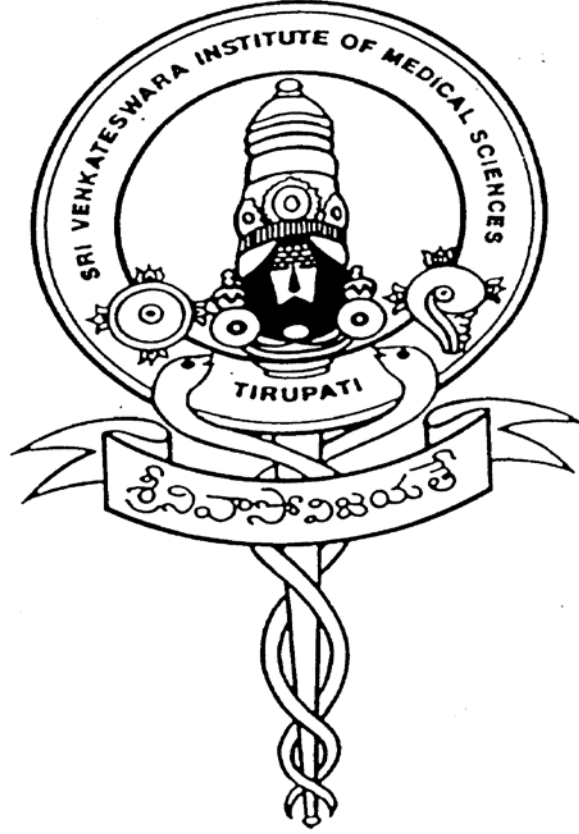


**SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES  
TIRUMALA TIRUPATI DEVASTHANAMS,TIRUPATI**



**Office of the  
Deputy Registrar (Purchase)**

**Supplementary e-Tender-III Document for Procurement of  
Medical & Lab Items**

**Roc.No.P3/Supp-III/MED-LAB-T/PD/SVIMS/21-22 dt:13-11-2021**

**SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES  
TIRUMALA TIRUPATI DEVASTHANAMS  
TIRUPATI-517 507**

**PURCHASE DEPARTMENT  
e-TENDER DOCUMENT  
For  
SUPPLY OF MEDICAL AND LAB ITEMS**

**Ref: Tender Notice No.P3/Supp-III/MED-LAB-T/PD/SVIMS/2021-2022, dt:13-11-2021**

**Name of theTenderer:** \_\_\_\_\_

\_\_\_\_\_

Participating in Tenders as:

Manufacturer

Importer

Distributor

(Tick the appropriate)

1.Full Address of the Firm:-

\_\_\_\_\_

\_\_\_\_\_

2. Contact person Name:\_\_\_\_\_

3. Contact person Mobile no.\_\_\_\_\_,and Firm Land Line Nos.:\_\_\_\_\_

4. Company e-mailID:\_\_\_\_\_

**SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES  
TIRUMALA TIRUPATI DEVASTHANAMS**

Alipiri Road, Tirupati – 517 507, Chittoor District, (A.P.)

E-mail: [purchase.svims@gmail.com](mailto:purchase.svims@gmail.com), Website: <http://svimstpt.ac.nic.in>

**I. NOTICE INVITING TENDER (NIT) Online Version**

S.NO	DESCRIPTION	DETAILS
1	Department Name	TIRUMALA TIRUPATI DEVASTHANAMS
2	Circle/Division	SRI VENKATESWARA INSTITUTE OF MEDICAL SCIENCES, TIRUPATI
3	File/NIT Number	P3/Supp-III/MED-LAB-T/PD/SVIMS/21-22 dt:13-11-2021
4	Tender Subject	Supplementary e-Tender for Procurement of Medicines, Diagnostic kits & Reagents under Two Bid System. <b>(Tender ID:455888)</b>
5	Quantity	Appr. Qty given in items list
6	Form of Contract	Item Based
7	Tender Type	Open
8	EMD amount	Rs.25,000/-
9	EMD Payable to	Director-cum-VC, SVIMS, Tirupati
10	Schedule Sale Opening Date & Time	15/11/2021, 09:00AM
11	Schedule Sale closing Date & Time	29/11/2021, 11:00AM
12	Bid Submission Closing Date & Time	29/11/2021, 05:00PM
13	Pre Bid meeting Date & Time	-
14	Bid Validity	6 months
15	a) Tender Opening Date & Time Online b) Hardcopies submission closing time	29/11/2021, 05:05 PM 30/11/2021, 05:00PM
16	Price Bid Opening Date & Time	09/12/2021 (Tentatively)
17	Place of Tender Opening	SVIMS, TIRUPATI
18	Tender Inviting/Opening Authority	Director-cum-VC / PCCP
19	Address/Email id	<a href="mailto:purchase.svims@gmail.com">purchase.svims@gmail.com</a>
20	Contact Details	Ph:0877- 2287777 Ext: 2223 & 2245

21	<b>Mandatory Requirements to be uploaded</b>	<p>(a) Earnest Money Deposit <b>by way of Demand Draft for Rs.25,000/- in favour of “The Director-cum-VC, Sri Venkateswara Institute Of Medical Sciences, Tirupati”</b>. For uploading EMD, select BG option under EMD.</p> <p>(b) <b>GST registration certificate and PAN Card of the firm or proprietor.</b></p> <p>(c) Annual Turnover Certificate for Rs.2 crores/year for the last three years i.e., 2017-18, 2018-19, 2019-20 certified and audited by the <b>Chartered Accountant only.</b></p> <p>(d) <b>Notarized affidavit in Rs.100/- non judicial stamp paper (As per the Proforma in ANNEXURE-I page no. 23-24)</b>  <b>Part A- Acceptance declaration on Tender Document.</b>  <b>Part B- Self declaration of the bidder</b>  <b>Part C- Manufacturers/ Importer/ Distributors required documents.</b>  <b>Part D- Proprietor/ Managing Director declaration</b></p> <p><b>Note:</b> However, actual documents are to be submitted by manufacturers, Importers and Distributors whenever asked.</p> <p>(i) If not submitted or proven false, cheating or misleading the firm shall pay Rs.1,00,000/- (Rupees one lakh only) as penalty to SVIMS in addition to legal action for cheating/misleading the Institution.</p> <p>(ii) If a firm is L1 and subsequently the firm or any product of the firm is blacklisted by any of the other procurement agencies during the period of rate contract, the same shall be intimated to SVIMS immediately failing which the penal actions mentioned in this paragraph shall be binding.</p> <p><b>e) Valid Authorization certificates from</b></p> <p>i) Manufacturers in case of Importers</p> <p>ii) Manufacturers and/or Importers incase of Distributors</p>
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		<p>f) <b>Form 20B &amp; 21B or 21C issued by Drug Authority in case of Importers &amp; Distributors.</b> (To be uploaded compulsory by all to whom it is applicable and if not uploaded, it is liable for rejection)</p> <p>g) <b>Valid import license</b> issued by DCGI mentioning the products quoted.</p> <p>h) <b>USFDA/ CE/ ISO/ WHO GMP</b> certificates where ever required to be up loaded.</p> <p>i) Authorization for senior responsible officer (except for Proprietors): (Please see the format in ANNEXURE-II pageno.25)</p> <p>j) Those whoever is quoting I.V. fluids shall upload Valid <b>FFS Technology certificate</b> issued Drug Control Authorities along with manufacturing license.</p> <p>k) Those whoever is quoting Narcotic Drugs shall upload <b>valid NDPS License</b> and Inj. Ketamine 5ml/10ml shall upload valid <b>Schedule X license</b> issued by Drug Control Authorities along with Manufacturing Licenses.</p> <p><i>(To be uploaded by bidders who ever is quoting these items)</i></p> <p>Do not enclose <b>Expired certificates</b> which may lead to <b>rejection</b>.</p> <p><b>Hard copies:</b> Originals must be submitted on or before 5pm of after 2 days of tender closing date.</p> <ol style="list-style-type: none"> <li>1. Completely filled, sealed and signed tender document (This Booklet-pages:1 to 20)</li> <li>2. EMD</li> <li>3. Notary Affidavit</li> </ol>
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		<p><b><u>NOTE:</u></b></p> <ol style="list-style-type: none"><li>1. Please verify the tenders for list of items while quoting.</li><li>2. Do not wait till the end date.</li><li>3. While quoting the items, Make (<i>manufactured by/marketed by</i>), Brand names, packing for lab items should be mentioned under <b>remarks column</b> while filling Technical parameters under PQ stage. <b><i>otherwise items will be removed from Technical evaluation list.</i></b></li><li>4. Items should be quoted as per given specification only. <b>Others are not acceptable.</b></li><li>5. <b>All Technical details</b> i.e make /brand/ size etc., have to be mentioned both in <b>Technical Bid &amp; Price Bid.</b></li></ol>
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		<p><b>6. For Medical oncology items, Please quote all the strengths for each drug. Do not quote single strength, If so, the quote for such items will not be considered. L1 Prices will be calculated based on total value of all strengths.</b></p>
22	<p><b>Procedure for Bid Submission</b></p>	<p>i) Bids shall be submitted Online.</p> <p>ii) The participating bidders in the tender should register themselves on e-procurement platform in the website <a href="https://tender.apecurement.gov.in">https://tender.apecurement.gov.in</a></p> <p>iii) The bidders who are desirous of participating in e-procurement shall submit their <b>Technical. Price bids</b> as per the standard formats available at the ap e-procurement. The bidders should scan and upload the documents mentioned in the point21.</p> <p>iv) The bidder has to keep track of any changes by viewing the Addendum/Corrigendam issued by the Tender Inviting Authority on time-to-time basis in the online e-Tender platform. The department calling for tenders shall not be responsible for any claims/problems arising out of this.</p> <p>v) If different divisions of a company intends to participate, they have to participate independently. If they want to participate together, then contact person details are to be given clearly along with Head office contact person.</p> <p><b>vi) The above documents shall be uploaded in the same serial as given above.</b></p> <p>vii) There shall not be any duplication of documents.</p> <p>viii) Documents uploaded shall be clear and readable.</p>
23	<p>a) Registration with e-procurement platform</p> <p>b) Digital Certificate Authentication</p> <p>c) Procedure for bid submission</p> <p>d) Transaction fee</p> <p>e) Corpus fund etc</p>	<p>The participating bidders are requested to refer the website of Andhra Pradesh e-procurement for all these information about e-tender.</p> <p><b>WEBSITE: <a href="http://tender.apecurement.gov.in">http://tender.apecurement.gov.in</a></b></p>

## **II. BIDSUBMISSION**

### **1. Tender Document:**

The bidder is requested to download the tender document and read all the terms and conditions mentioned in the tender Document and seek clarification if any from the Tender Inviting Authority. If the tender assumes certain thing and quote the tender without seeking clarifications, it will be at their own risk. Any offline bid submission clause in the tender document could be neglected.

The bidder has to keep track of any changes by viewing the Addendum/Corrigenda issued by the Tender Inviting Authority on time-to-time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

### **2. Bid Submission Acknowledgement:**

The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Users may also note that the bids for which an acknowledgement is not generated by the e-procurement system are treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. SVIMS, Service provider and APTS, Hyderabad are not responsible for incomplete bid submission by users.

### **3. Cost of bidding:**

The bidder shall bear all costs associated with the preparation and submission of its bid, and S.V. Institute of Medical Sciences, Tirupati here in after called as "The Purchaser" will no case be responsible or liable for these costs regardless of the bidding process.

### **4. Amendment of Bidding Documents:**

At any time prior to the deadline for submission of bids, the purchaser may for any reason whether at its own initiative or in to a clarification requested by prospective bidder, shall modify the bidding documents by amendment.

There will not be any individual communication in respect of general notices, amendments etc. The amendment will be notified online on the website <https://tender.apecurement.gov.in>.

In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the purchaser may at its discretion, extend the dead line for submission of the bids.



The bidder has to keep track of any changes by viewing the Addendum/ Corrigenda issued by the Tender Inviting Authority on time- to-time basis in the E-Procurement platform. The Department calling for tenders shall not be responsible for any claims/problems arising out of this.

**5. General Instructions for the bidder:**

- i) The Following hard copies must be submitted to the Tender inviting authority after 2 days of tender closing date before 5pm. Otherwise the tender is liable for rejection.
  - a. Attested Tender Document (**This booklet- pages :1-19**)
  - b. EMD-DD- 25,000/-
  - c. Notarised affidavit in Rs.100/- non judicial stamp paper (Page.No:4(21e))
- ii) **The DD and the hard copies should reach the office of the Deputy Registrar (Purchase) may be sent by post / Courier or by person before the deadline.**

**Office of the Deputy Registrar (Purchase)  
Opp. to PG Resident's Hostel,  
Sri Venkateswara Institute of Medical Sciences(SVIMS),  
Tirupati-517507.**

- iii) All the bidders shall invariably upload the scanned copies of DD in e-Procurement system and this will be the primary requirement to consider the bid responsive.
- iv) The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, DD towards EMD in the e-Procurement system and open the price bids of the selected bidders after evaluation of technical bids.
- v) The Tender Inviting Authority will not take any responsibility for any delay in receipt/non-receipt of original DD towards EMD, Certificates/Documents from the successful bidder before the stipulated time.
- vi) The department will not hold any risk and responsibility for non visibility of the scanned documents.
- vii) The documents that are uploaded online will only be considered for Bid evaluation.

### **III. DETAILED INFORMATION / TERMS AND CONDITIONS FOR THE PROCUREMENT OF HOSPITAL CONSUMABLES**

e-Tenders along with samples (to be sent separately) are invited from Manufacturers/Importers or their authorized distributors under 'Dual bid' system by SVIMS for purchase of Medical & Lab items as per the enclosed list required for SVIMS, BIRRD(T) Hospital & Central Hospital, TTD, Tirupati. These items are generally purchased on Quarterly basis or as per the institutional Schedule and their approximate annual requirement is also given in the list. The quantities may increase or decrease at the time of purchase in the tender period.

#### **1. CONTENT OF TENDER DOCUMENT:**

The list of items required (technical bid), tender procedures and contract terms are given in the tender document.

The Tenderer is expected to examine all the instructions, forms, terms and specifications in the tender documents. Failure to furnish all the information required as per the tender document in every respect will be at the Tenderer's risk failing so lead to rejection of the tender.

#### **2. PURCHASER'S RIGHT TO ACCEPT ANY TENDER AND TO REJECT ANY TENDER OR ALL TENDERS**

The Purchaser reserves the right to accept or reject any tender, in case of any deviations, to annul the tender process and reject all tenders at any time prior to award of contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the purchaser's action.

#### **3. TENDER OPENING & TECHNICAL EVALUATION:**

The Tenders are opened at the time mentioned through online. The message will be received by authorized person to your registered mail ID or Contact No:/ you can see through online with your digital Key.

The technical bid which contains qualification requirements will be evaluated by the Tender Committee first. Then the evaluation will be done by the HOD's/ Nominated Technical Evaluation Committee as per previous experience or as per their knowledge and only the Price bids of qualified Tenderers whose products are selected by the Technical evaluation committee shall be opened. The reasons for disqualification and non-responsiveness to the bid conditions are also available to the technically rejected bids/items.

#### **4. OBJECTIONS:** Any objections on the documents of other bidders opened shall be accepted till after two days of the tender opening day evening up to 5.00PM. After

that no objections shall be accepted by the Institute.

The technical bid which contains qualification requirements will be evaluated by the Tender Committee first.

**For lab Items the product broacher shall be send to the official mail ID of Purchase department, immediately at the time of submission of tender in e tender portal for Technical evaluation without delay.**

Then the evaluation will be done by the HOD's /nominated Technical Evaluation Committees as per previous experience or as per their knowledge and only the Price bids of qualified Tenderers whose products are selected by the Technical evaluation committee shall be opened. The reasons for disqualification and non-responsiveness to the bid conditions are also available to the technically rejected bids/items.

## **5. PRICE BIDOPENING:**

Only the Prices of qualified/selected items will be opened through online. After finalization of the Tender, the EMD of the unsuccessful/disqualified bidders will be returned.

If the rate quoted by a tenderer is found to be unreasonable that particular item/items/whole tender will be rejected without assigning any reason.

After conclusion of Commercial bid evaluation, all the lowest bids are considered for negotiation and the rate arrived after negotiation is declared as L1 rate and the bidder offering the L1 rate shall be called as L1Bidder/s. Prices have to be kept valid for a period of one year or until the implementation of next Rate Contract whichever is later. The L1 tenderers shall pay the security deposit and enter into Rate contract agreement.

## **6. Earnest Money Deposit(EMD)**

- i. The Earnest Money Deposit (EMD) shall be Rs.25,000/-(Rupees fifty thousand only). The EMD has to be paid in the form of Demand draft in favour of The Director-cum-VC, Sri Venkateswara Institute of Medical Sciences,Tirupati.
- ii. The tenderer can also pay the EMD amount through online to SVIMS SB account. The account details are asfollows:

<b>Account Name</b>	<b>: The Director, SVIMS, Tirupati-EMD Account</b>
<b>Account Number</b>	<b>: 39425366953</b>
<b>Bank Address</b>	<b>: State bank of India, SVIMS Branch, Tirupati</b>
<b>IFSC Code</b>	<b>:SBIN0020926</b>

- iii. If the bidder withdraws the bid after submitting online and during the TendererSign&Seal

period of its validity as specified by the bidder **the EMD will be forfeited.**

- iv. The EMD of unsuccessful tenders will be returned. Further, this deposit in respect of successful tenderer will be converted in to security deposit and the same will be returned after successful completion of the tender period.
- v. The tenderer should submit separate DD for excess Security Deposit. In case of full payment of Security deposits, the EMD Will bereturned.
- vi. If successful tenderer fails to enter into RC agreement (**Annexure III in page no: 26-27**) on the non- judicial stamp paper worth Rs. 100/- (Rupees one hundred only) or fails to make supply as ordered during the course of his tender validity the EMD will be **Confiscated.**
- vii. The EMD paid through online or DD and the **copy of the receipt** shall be uploaded during bid submission. **EMD in the form of cheque/ cash/ Postal order will not be accepted.**
- viii. **For payment of EMD, select BG option under EMD**

## 7. CONDITIONS OF TENDER FOR THE SUPPLY OF MEDICALITEMS

### a) GENERALGUIDELINES

- ii. Tenderers are requested to offer the items as per the specifications attached.
- iii. In the Items list, for those mentioned as ----etc in the item name, the complete details are given in description. Go thoroughly items description, specification and quote accordingly.
- iv. Where reference is made in the Technical specifications to specific standards and code to be met by the goods and materials to be furnished or tested, the provision of the latest current editions or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the contract. Where such standards and codes are national or related to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.
- v. All items should be of high quality, durable and suitable for use in a Super Specialty Hospital. The technical specification of each item delivered shall be that currently in use at the time of delivery.
- vi. Standard and Quality Assurance for Supply
  - a) Where ISI Certification goods are available, procurement shall generally be limited with ISI or equivalent marking only.

- b) All products must confirm to all the specifications including the General specifications, contain herein with respect to the Indian Standard codes given.
- vii. Only one best quality item (as per our specification) should be quoted against each item. On no account should different qualities of items be quoted. The items that have been quoted as per different qualities will not be considered at all.
- viii. Also the same items should not be quoted by the company and the distributor.
- ix. The purchaser may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.
- x. Price bids without mentioning the units/strength or makes/brands or with altered unit/strength shall be treated as non-responsive and will be rejected.

## b) RATES

- a. **The rate quoted per unit (unit as specified per tablet, injection and rate per test, per ml in Tender schedule) should be inclusive of packing, forwarding insurance, storage, transportation, loading, unloading, license Fees, octroi, road permits etc., and exclusive of GST and the percentage of GST amount has to be shown separately. Tenders where the rate quoted is for a unit other than the one asked for, shall not be considered. No handling, clearing or transport charges will be paid.**
- b. **Tenderers must carefully apply the decimals while quoting the rates. For eg. quoted 3.65 instead of 36.50. Hence all bidders are hereby warned to place decimals carefully.**
- c. **If prices are quoted wrongly and any representation after price bid opening shall not be considered and may be liable for forfeiture of EMD.**
- d. **Rate inclusive of all duties and Exclusive of GST should be quoted for each on F.O.R. SVIMS basis, in metric system units according to the unit asked for, together with manufacturer name. Tenders where the rate quoted is for another than the one asked for shall not be considered. No handling, clearing or transport charges will be paid. The deliveries should be made as stipulated in the supply orders placed on successful tenderers.**
- e. **For Medical oncology items, Please quote all the strengths for each drug. Do not quote single strength, If so, the quote for such items will not be considered. L1 Prices will be calculated based on total value of all strengths.**
- f. Tenderers must distinctly understand that they will not be allowed for any increase over the rates quoted by them during the period of contract. The rate revision may be considered only in case of imposition of duty or increase in tax by Government either Central or State. Only after necessary legal documentary evidence produced by the firm in support thereof. Without

production of such documents, rate revision cannot be accepted. However, supply of Medical Items cannot be stopped, in such case the tenderer will be liable for risk purchase and penalty there under shall be imposed during the tender period.

- g. Further the tenderers are requested to note that any taxes to be deducted at source at the rate fixed by the appropriate Govt. agency i.e. State / Central, shall be deducted at the time of payment against the supplies.
- h. The tenderer has to submit the details of cost structure of items quoted if required by the purchaser.
- i. **Form “C” or Form “D” or Form “N” will NOT be issued by this Institute.**
- j. **Refer to the Drug & Doses pack size thoroughly and Quote. No modification will be allowed.**
- k. Rates quoted in the tender shall be valid for acceptance for a period of 90 days from the last date fixed for receipt of tender. After acceptance, the rates and Terms and Conditions have to be kept valid for a period of one year or until the implementation of next Rate Contract whichever is later. No changes in Rate shall be entertained during the Rate Contract period.
- l. The price quoted by the tenderers shall not in any case, exceed the controlled price, if any fixed by Central / State Government and the maximum retail price (MRP). The Purchaser at his discretion, will exercise, the right of revising the price at any stage so as to confirm to the controlled price or MRP as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the tenderer.
- m. **“Only MRP printed stocks to be supplied”. Do not supply “Hospital supply-not for sale”.**

#### **8. ACCEPTANCE OF TENDER**

- a) Evaluation will be made based on samples submitted, previous experience and quality basis.
- b) **Medical & Lab items detailed brochures or catalogues are necessarily sent to mail ID :[purchase-svims@ap.gpv.in](mailto:purchase-svims@ap.gpv.in). The company name, department name and item serial No. are to be marked on the brochures. Failure to sent brochure may lead to rejection of that particular item.**
- c) The Purchaser reserves the right to reject or to accept the tenders for the supply of all items or any one or more of the items tendered in a tender without assigning any reason. **No correspondence will be entertained in this regard.**
- d) The Purchaser, or his authorized representative(s) has the right to inspect the factories of those companies who have quoted for the tender, before accepting the rate quoted by them or before releasing any order(s) or at any point of time during the continuance of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on facts brought out during such inspections.

- e) Any effort by a bidder to influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decisions may result in rejection of Bidders bid.
- f) Further it is informed that the lowest price offered is not the sole criteria for selecting the supplier/product. The two bid system followed in tender has been designed to make the tender process more scientific and transparent and to eliminate those suppliers/products which do not match the eligibility criteria, product specification and manufacturing process requirements and manufacturing with proper licenses and previous experiences in SVIMS.

#### **9. PERFORMANCE SECURITY DEPOSIT**

- a) The successful tenderer shall be required to pay a Security Deposit of 5% of the contract value. Security Deposit should be paid before the due date fixed, in the form of Demand Draft drawn in favor of "**The Director-cum-VC, Sri Venkateswara Institute of Medical Sciences, Tirupati**". (Please refer Pg.No:10 point No:6 for SVIMS Account Details:)
- b) The Security Deposit furnished by such tenderer in respect of his tender will be returned to him upon complete fulfillment of the tender period or the extended period if any to the satisfaction of the Director-cum-VC, Sri Venkateswara Institute of Medical Sciences, Tirupati.

#### **10. ENTERING INTO RATE CONTRACT AGREEMENT**

**After opening of price bid, the L1 tenderers shall pay the security deposit of 5% on total value and enter into agreement with SVIMS on Rs.100/- (Rupees One hundred only) worth Non-Judicial Stamp Paper within 15 days from the date of finalization of Tenders. The specimen form of agreement is attached to the tender document (Annexure III in Page No: 26-27). Failure of the successful tenderer to comply with this requirement shall constitute sufficient grounds for the annulment of the award, in which case the purchaser may at his sole discretion, make the award to the next lowest evaluated tenderer or call for new tenders. The non-complaint tenderer shall be losing the E.M.D. In addition, if any bidder wants to omit one or few items from the RC due to withdrawal of the product from manufacturing line/quoting wrong items etc., the acceptance shall be at the discretion of SVIMS.**

The purchase order will be issued from time to time or annual basis for a specific quantity during the period of rate contract.

#### **NOTE:**

- a) The details of the required Medical Items are shown in the Technical Bid i.e., under Item description. **The quantity mentioned is only probable requirement and may increase or decrease as per the actual requirement.** The rates shall not vary with the quantum of the order.

- b) The L1 suppliers are entitled to be placed the purchase orders for Medical Items up to the required quantity and if there are more than one L1 supplier, the purchase orders will be placed among them in equal proportions.
- c) Tender has been called for in the generic names for Medical Items. The specification of each product should be as per the details given in the Schedule. Any variation will result in the rejection of the product.
- d) No Company which has been blacklisted either by SVIMS or by any State / Central / Autonomous Organizations should not participate in the tender during the period of blacklisting.
- e) **Clerical error etc., committed by the tenderer in the tender forms shall not be considered after opening of the tenders.**
- f) If at any time the price of Tendered items is reduced by any Law or Act of Central or State Govt. or by the Tenderer himself, the payment will be made at reduced rate.
- g) Conditions such as “**SUBJECT TO AVAILABILITY**”, “**SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED**” etc., will not be considered under any circumstances and the tenders of those who have given such conditions shall be treated incomplete and for that reason, shall be summarily **rejected**.

**11. PACKAGING:** The Medical Items shall be supplied in the packaging specified for the items with their coding.

**12. QUALITY TESTING:** As and when deemed necessary, samples will be obtained and subjected to necessary quality testing. All the necessary expenditure including supply of samples shall be borne by the tenderer.

**13. SUPPLY CONDITIONS:**

- a) Tirumala Tirupati Devasthanams, Tirupati has established **Central procurement cell** at SVIMS. The Supplies has to be made to SVIMS Hospital, BIRRD (T) Hospital, & Central Hospital, TTD, Tirupati basing on the orders issued by the respective authorities. The payment will be made by the same authorities on receipt of the goods as per purchase order.
- b) After opening of the price bids, the Authorities can generate purchase orders on L1 price. The supplier has to obey and supply even before submitting the agreements.
- c) The first supplies are on approval basis. If the end using departments are not satisfied with the quality, the products are liable for rejection and institute may procure from others.
- d) The Medical Items shall have the active ingredients at the Maximum permissible level throughout the shelf life period. The samples will be drawn periodically throughout the shelf life period, if required for testing.



- e) Supplies for Medical items shall be of Quoted Brands only which are quoted in Tenders and alternative brands will not be accepted.
- f) Supplies are to be made to Medical stores along with three copies of invoices and Advance stamped Receipt. Payment cannot be processed without ASR. It shall be the responsibility of the tenderer for any shortages / Damages at the time of receipt in SVIMS Stores.
- g) The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories where ever needed. Supplies, which do not meet quality requirement, shall render the relevant batches liable to be rejected. If the samples do not conform to statutory standards, the tenderer will be liable for relevant action under the existing laws and the entire stock should be taken back by the tenderer within a period of 15 days of the receipt of the letter from Purchaser. The stock shall be taken back at the expense of the tenderer. Purchaser has the right to destroy such substandard goods if the tenderer does not take back the goods within the stipulated time. The Director, Drugs control will be informed for initiating necessary action on the tenderer and that product shall be blacklisted and no further supplies accepted from the firm till they are legally cleared. The tenderer shall also not be eligible to participate in SVIMS tenders for supply of such Medical Items for a period of three subsequent years.
- h) The tenderers should clearly understand that the decision of the Director-cum-VC, Sri Venkateswara Institute of Medical Sciences or any officer authorized by him regarding quality of the supplied Medical Items shall be final and binding.
- i) Laboratory testing charges, if any, for the items procured from the tenderers shall be borne by the tenderer.
- j) If the supplies are declared to be not of standard quality or spurious or adulterated or mis-branded, such batch/batches will be deemed to be rejected goods. If any Medical Items supplied by the tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specifications, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption by the purchaser, then the cost of such Medical Items will be recovered from the tenderer, if the payment had already been made, in addition to penalty for the entire batch. Further the purchaser reserve the right to procure the stocks from other sources.
- k) The tenderer shall furnish and when source of procurement of raw materials utilised in the formulations as required by SVIMS. SVIMS reserves the right to cancel the purchase orders, if the source of **supply is not furnished**.
- l) The Purchaser will be at liberty to terminate the contract without assigning any reasons thereof either wholly or in part on one month's notice. The tenderer will not be entitled to any compensation whatsoever in respect of such termination.

- m) The supply has to be completed as per the time given in the purchase order. If nothing is mentioned the supply should be started within **15 days** and has to be completed within **30 days** from the date of receipt of the purchase orders, under intimation to this office except those for which standing orders are given, the particular schedule will be given in purchase order.
- n) **If the tenderer fails to execute the supply within the stipulated time, the Purchaser is empowered to make emergency purchases and claim the difference in total cost from the tenderer in addition to other penalclauses.**
- o) All the 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 supply order. The supplied Medical Items should have minimum potency for the maximum period as prescribed in the Drugs and Cosmetics Act 1940 and rules there under on the date of supply. It shall be responsibility of the tenderer for any shortages, damages at the time of receipt in the Stores and Purchaser is not responsible.
- p) **Only the long shelf life items should be supplied.**
- q) To ensure sustained supply without any interruption, the Purchaser reserves the Right to split the orders for supplying the requirements among more than one tenderer, provided that, the rates and other conditions of supply are equal.
- r) The tenderer shall take back Medical Items, which are not utilized by the institute within a period of 2 years from the date of supply or 3 months from the date of expiry whichever is earlier. If not taken back, action will be initiated to recover the value of unused goods through all means.

#### **14) PAYMENT PROVISIONS**

- a) **No advance payment will be made to the tenderer.**
- b) Payments towards the supply of items will be made strictly as per the norms of Sri Venkateswara Institute of Medical Sciences.
- c) Where ever necessary payments towards the supply of items will be considered only on the basis of reports from Government Analyst or from Private Laboratories entrusted with the work by the Purchaser.
- d) No claims shall be allowed against Sri Venkateswara Institute of Medical Sciences in respect of interest on Earnest Money Deposit or on Security Deposit.

#### **15) PENALTIES**

- a) If the successful tenderer fails to execute the agreement and/or submit the required security deposit within the time specified or withdraws his tender after

the intimation of the acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall be withhold and he will also be liable for all damages sustained by the Purchaser, by reasons of breach, such as failure to supply / delayed supply, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed and recovered by the Purchaser, whose decision is final in this matter.

- b) If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty or unfit for Consumption, then the contract price or prices of such articles or things will be recovered from the tenderer, if payment had already been made to him. Otherwise the tenderer will not be entitled to any payment whatsoever for such article.
- c) Non performance of contract provisions will provide the base to disqualify a firm to participate in the tender for the next three years.
- d) In the event of supplies failing quality test, contract with the tenderer will be suspended and purchases made from alternative supplies. Such firms may be black listed for three years beginning from the year following the one in which defective supplies was detected. The tenderer shall also be liable for action under criminal law and the matter shall be notified to the Inspector General, Drugs Control.
- e) In all the above conditions, the decision of the Director-cum-VC, Sri Venkateswara Institute of Medical Sciences shall be final and binding.
- f) In the event of any dispute arising out of the tender such dispute would be subject to the jurisdiction of the Civil courts within the city of Tirupati, A.P.
- 16) **SAVING CLAUSE:** No suit, prosecution or any legal proceedings shall lie against the Purchaser or any employee of SVIMS for anything, which is done in good faith or intended to be done in pursuance of tender.

**17) SPECIAL CONDITIONS:**

- a) If any Company / Supplier supply similar items to any other agency / State in the country at the rate lower than the rate at which supplied to SVIMS during the rate contract period, the difference amount is liable to be recovered apart from the blacklisting of firm for minimum of 2years.
- b) Substandard supply or supply of any part or whole consignment without meeting the quality specifications shall also entails **blacklisting** of the firm for a minimum period of **three years** for a particular product.

**APPENDIX –I**

**SCHEDULE FOR PACKING OF MEDICAL AND LAB ITEMS**

**1. GENERAL SPECIFICATIONS**

- a) The Corrugated package shall not weigh more than 15kgs. (I.e. Product + inner carton + corrugated box)
- b) All corrugated boxes should be of `A' grade paper i.e., Virgin.
- c) All items should be packed only in first hand box only.

**2. FLUTE:** The corrugate boxes should be of narrow flute.

**3. JOINT:** Every box should be preferably single joint and not more than two joints

**4. STITCHING:** Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not jointed using calico at the corners.

**5. FLAP:** The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60<sup>0</sup> should not crack.

**6. TAPE:** Every box should be sealed with gum tape running along the top and lower opening

**7. CARRY STRAP:** Every box should be strapped with two parallel nylon carry straps. They should not intersect.

**8. OTHERS:** No box should contain mixed products or mixed batches of the same product.

\*\*\*\*\***END OF DOCUMENT**\*\*\*\*\*

**CHECKLIST of documents to be uploaded in the following Order in  
ap-eprocurement portal**

S.No	Name of the Document
1	Completely filled, Sealed and signed tender document <b>(page nos. 1 to 20)</b>
2	EMD Rs. 25,000/- : DD or Online payment receipt
3	GST & PAN Card
4	Annual Turnover for the past three years i.e.,2017-18, 2018-19, 2019-20.
5	Notarized Affidavit in 100/- non judicial stamp paper <b>(Part A, B, C&amp; D)</b>
6	Valid Authorization certificates from quoted companies
7	Form 20B and 21B or 21C
8	Valid Import license issued by DCGI
9	US FDA/ CE/ ISO/WHO/GMP certificates
10	Authorization for senior responsible officer, not required for proprietors
11	<b>Valid FFS Technology certificate</b> issued DCA (Drug Control Authorities)
12	<b>Valid NDPS License</b> shall upload issued by DCA (Drug Control Authorities).

**Note: 1. If any of the above documents not uploaded through online the bid will be rejected.  
2.Expiry documents will not be accepted.**

**CHECKLIST OF HARD COPIES TO BE SUBMITTED**

S.No	Name of the Document	Submitted/not submitted
1	Completely filled, <b><u>sealed and signed</u></b> tender document (This Booklet Pages:1 to 28)	
2	EMD Rs. 25,000/- : DD or Online payment	
3	Notarized Affidavit in 100/- non judicial stamp paper (Part A,B,C & D)	
4	Any product brochure / information /catalogues (if applicable) (Lab items and for new drugs)	To be sent through our mail id <a href="mailto:Purchase.svims@gmail.com">Purchase.svims@gmail.com</a> At the time of uploading to avoid delay in technical evaluation.

**ANNEXURE-I**

**Proforma for Notarized affidavit in 100/- Non judicial Stamp Paper**

**Part –A**

I -----(Authorized Signatory) read the Tender Document from page 1 to 20 and agreed for the terms and conditions of Sri Venkateswara Institute of Medical Sciences, Tirupati

**Part- B**

This is to state that.....  
.....(Mention name and address of the firm) **is neither convicted nor blacklisted in preceding three years** by any competent authority. No Vigilance/CBI/FEMA cases are pending against the firm and also for the quoted companies.

**Part- C**

**(i) For manufacturers:**

The following certificates are having with our firm i.e. M/s.....  
..... (Mention company name)

- Manufacturing License issued by drug licensing authority for each and every product quoted in tender and duly renewed up to date.
- Valid GMP certificate as per revised Schedule M issued by Drug Authorities.
- Valid Non Conviction certificate issued by drug authorities.
- Valid Market Standing Certificate issued by the Licensing Authority for 3 years for the products quoted which is classified as drugs as per drug act and by CA for not drug items.

**(ii) For Importers or/and (iii) Distributors:**

The following are the companies quoted by us (Mention the company names in order)

- 1.....
- 2.....
- 3..... etc...

The following documents are having with us for the above mentioned companies:

- Manufacturing License issued by drug licensing authority for each and every product quoted in tender and duly renewed up to date.
- Valid GMP Certificate as per revised Schedule M issued by Drug Authorities.
- Valid Non Conviction Certificate issued by Drug authorities.
- Valid Market Standing Certificate issued by the Licensing Authority for 3 years for the product quoted which is classified as drug as per Drug Act and by CA for non Drug items.
- Valid Import license issued by DCGI
- US FDA/ CE/ ISO/WHO/GMP certificates

#### **Part D**

I/we declare that, Any document submitted by the firm either in online or offline for the tender, if found to be Forged/Fabricated/ Erroneous/ False, the firm will be liable for blacklisting along with forfeiture of EMD, if the firm is exempted from EMD the amount equivalent to the same will be paid by the firm as penalty to SVIMS, in addition to this, SVIMS can initiate legal action as per law.

Seal & Signature of the Tenderer

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**Note:**

- (i) The above proforma has to be submitted "as it is" in the Notary affidavit.**
- (ii) No changes will be entertained and it may lead to rejection of the Tender.**
- (iii) In Part-C, whichever category is applicable [ (i), (ii) or (iii) ] may be submitted, not applicable category matter may be removed from notary affidavit.**
- (iv) The Importers and distributors who quoted the products of imported items by importers, manufactured by local manufacturers by distributors can preserve the mentioned documents for submission as and when dem and by the Institute.**



**ANNEXURE-II**

**Format for Authorization for senior responsible officer  
in the company letter head**

The company is authorizing the following person/s to transact the business with Sri Venkateswara Institute of Medical Sciences, Tirupati.

Name of the person:.....

Designation :.....

Company Address :.....

Mobile No. :.....

Email Id: :.....

***Note: The above proforma has to submitted “as it is” in the Company letter head.  
No changes will be entertained.***

**ANNEXURE –III**

**PROFORMA of RATE CONTRACT AGREEMENT IN 100/- NON  
JUDICIALSTAMP PAPER**

**THIS AGREEMENT** made the \_\_\_\_\_ day \_\_\_\_\_ 2021 between Sri Venkateswara Institute of Medical Sciences, Tirupati (hereinafter called the “**Purchaser**”) of the one part and \_\_\_\_\_ (Name & address of the Tenderer) (hereinafter called the “**Supplier**”) of the other part:

**WHEREAS** the purchaser is desired that certain Medicines and Lab items and ancillary services viz \_\_\_\_\_ (Brief description of goods and services) and has accepted a bid by the supplier for the supply of those goods and services in the sum of Rs. \_\_\_\_\_ (Contract price in words and figures) (hereinafter called the contract price)

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.,
  - a. The technical bid and the price bid submitted by the tenderer
  - b. The schedule of requirements
  - c. The technical specifications
  - d. The general conditions of contract
  - e. The special conditions of contract; and
  - f. The purchaser’s notification of award
3. In consideration of the payments to be made by the purchaser to the supplier as hereinafter mentioned, the supplier hereby covenant 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 remedy of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the time in the manner prescribed by the contract.
5. Tirumala Tirupati Devasthanams, Tirupati has established **Central procurement cell** at SVIMS. The Supplies has to be made to SVIMS Hospital, BIRRD (T) Hospital, & Central Hospital, TTD, Tirupati basing on the orders issued by the respective authorities. The payment will be made by the same authorities on receipt of the goods as per purchase order.

6. The rates, Terms and Conditions have to be kept valid for a period of one year from the date of opening of price bids or until the implementation of next Rate Contract whichever is later. No changes in Rate shall be entertained during the Rate Contract period.

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

S.No	Brief description of goods	Quantity to be Supplied	Unit Price	Delivery Terms As per Tender conditions

Total Value :

Delivery Schedule : As per tender terms and conditions

**Supplies will be made through our distributor, whose address is given below**

IN WITNESS WHEREOF the parties here to have caused this agreement on the day and date written above.

Sign, seal of the Supplier

Sign, seal of the Purchaser

In the presence of (Supplier part)

In the presence of

**Purchaser**  
TendererSign&Seal

**Supplier**  
Page:27

**NOTE TO TENDERERS**

In this Medical & Lab Items tender, the no. of items to be called are around 500.

**The ID.no. and the items pertaining to the tender details are as follows:**

<b>S.No</b>	<b>Tender Roc No</b>	<b>Tender ID</b>	<b>Items pertaining to the departments</b>
<b>1.</b>	P3/Supp-III/MED-LAB-T/PD/SVIMS/21-22	<b>455888</b>	General Medicine, Oncology, Nuclear Medicine, Nephrology, Microbiology, BIRRD(T) Hospital items....etc.