



**GOVERNMENT OF INDIA**  
**MINISTRY OF HEALTH & FAMILY WELFARE**  
**KALAWATI SARAN CHILDREN'S HOSPITAL, NEW DELHI**  
**PURCHASE SECTION**  
**TENDER DOCUMENT**

**Tender Enquiry No: KSCH/Pur/15/Consumables Disposable (LDF)/18-19/3970**  
**Dated: The 26<sup>th</sup> of September 2018**

**TERMS & CONDITIONS**

Tenders in Sealed Cover in Two Bid System are invited for the Supply of Consumables Disposable Item:

<b>Sl. No.</b>	<b>Tender name</b>	<b>EMD</b>
<b>1.</b>	<b>Consumable Disposable (Two Bid System)</b>	<b>Rs.2,00,000.00</b>

1. The tender should reach the undersigned by 26<sup>th</sup> **of October up to 11.00 am** after this no tender will be accepted. Tender should be marked in capital letters the word, Tender for Consumables Disposables.

The tender should be dropped in the tender box, kept in front of Purchase Section, room No. 133, First Floor, Old Building, Kalawati Saran Children's Hospital, Bangla Sahib Marg, New Delhi-110001 till 11.00 am on 26<sup>th</sup> of October 2018. The tender will be opened in the presence of all such tenderers who may be willing to be present at 11.15 am on 26<sup>th</sup> of October 2018.

2. An Earnest Money Deposit (EMD) in the shape of MICR Bank Draft/Pay Order of any scheduled bank in favour of Director, LHMC & Assoc. Hospitals, Payable at New Delhi, (valid for Six Months from the date of opening of tender), must accompany the tender. **Cheques /Deposit receipt (Fixed Deposit) & cash will not be accepted. Tender submitted without EMD will be rejected summarily.**
3. The firms registered with DGS&D and NSIC are exempted from EMD provided they enclose documentary evidence to prove that they are registered with DGS&D and NSIC for the supply of particular goods/stores proposal to be quoted/purchased and that they are not merely registered with DGS&D & NSIC. For the items registered with DGS&D & NSIC the validity period must be clearly mentioned. Photostat /attested copy to be submitted. Registration must be valid on date of opening of Tender.
4. The rate as quoted should be F.O.R. Hospital premises and should be such as may hold good for **24 months** from the date of opening of tender. No amendment in rate will be made between these periods. No damage charges will be payable by this institution in any case.
5. If you are indicating No Tax while quoting rate, you are required to enclose a copy of certificate issued from the concerned Sales Tax Authority in support of TAX EXEMPTION granted for the item(s). The certificate should clearly show whether tax exemption is granted for particular items or for all the items manufactured by the firm.

6. Net rate of item both in figures and words should be quoted clearly.
7. The firm will have to attach a latest sales tax and Income Tax clearance certificate (should not be issued more than 13 months before from date of opening of tender) with the tender.
8. Only Manufacturer/their Direct Authorized Distributor to submit tender. In case of Distributors, Authorization Certificate from Principal/Manufacturers saying that they are authorized to quote for their/product should be accepted. **Authorization Certificate should be submitted as per Performa Enclosed** only otherwise tender will not be considered. Authorization letter is mandatory.
9. The Undertaking (copy enclosed) and the tender should be signed on each page by the tenderer.
10. Supplies shall have to be executed within **thirty days from the date of the order** and same will be accepted subject to the approval of the undersigned. **Five (5) days time** will be given after the signing the Supply Order for dispatch etc. & then thirty days will be counted. Defective supplies will not be accepted. The supply should be of good quality and according to specification. If the successful tenderer fails to execute the supply order within thirty days, a penalty of 2 % of the value of order calculated at the order rate per week will be levied. The maximum penalty for late supply shall not exceed 10 % of total value of order. If supplier fails to supply the material after period of 35 days after the stipulated period given in supply order then order will be treated as cancelled & amount of penalty/risk purchase will be recovered from the other bill/Earnest Money Deposit. **In case of item to be imported a delivery period of eight weeks for an initial, will be given (if mentioned by the firm in tender itself) after which a penalty will be levied as mentioned above. After the first supply, the firm needs to keep a stock of such item & deliver within 35 days. Any extension if to be given will be discretion of KSCH Authority. However merely a submission of letter for extension from the supplier/authorized distributor will not be entertained unless supported by a letter from the manufacturer to this effect. If the supplier fails to execute the supply order within stipulated period, the authorities are free to procure the same from open market as risk purchase and the extra amount incurred will be recovered from the supplier. If items are imported and against the supply order the supplier has to give a proof with supply for the same.**
11. If the article is not supplied by the scheduled date (as indicated above or by the extended date, if any) full or in part, the order in respect of the quantity not supplied is liable to be cancelled at the contractor's risk and expense. The extra expenditure involved in procuring supplies from elsewhere will, in that case, be recoverable from the contractor in full. The recoveries thus due will be deducted from any sum then due to the firm from the Purchaser or which at any time thereafter may become due to him under this contract or any other contract placed with him by the Purchaser. He will be deemed to be exercising the powers of Director, LHMC in case any such contingency arises. Apart from risk purchase action the firm's earnest money deposit/the security deposit may be forfeited and shall invite other penal action like debarring from participating in LHMC Rate contract present and future.

12. Director, LHMC may at his/her discretion call upon the contractor to deposit a sum (which he might think appropriate) as a security for the due performance of the agreement in all respects. He will be at liberty to apportion any sum/sums to cover extra expenditure incurred by any Purchase officer in the manner indicated in Clause 11 above. No appeal shall lie with any authority against the decision taken by him in pursuance of this clause.

The tenderer must deposit earnest money amount as mentioned against the Tender Name along with the tender, this will be for due performance of the agreement in all respects. The Director will be at liberty to adjust whole or part of this money and security money to recover the penalty indicated in clause 11 above. No appeal shall lie with any authority against the decision taken by him in pursuance of this clause.

13. The specifications given in enclosed list may be studied carefully and rate should be quoted accordingly. The rate for item not according to specification shall be rejected summarily.

14. **The rate should be exclusive of GST & other incidental charges while quoting in “per unit price column”. GST, Excise duty & other taxes where legally intended to be claimed should be distantly shown along with the prices quoted. If rate is not found to be quoted according to this no claim to GST, excise duty, sales tax & other taxes/ charges will be admitted at any ground. Net rate must also be quoted (price + tax (if any) = Net rate. No consideration will be given if the firm will write ST/CST extra. The percentage of ST/CST extra, the percentage of ST/CST should clearly be mentioned in the tender document.**

Item must be quoted by the firm in the said format.

<b>Sr.No.</b>	<b>T.S.No.</b>	<b>Name of the item</b>	<b>Brand name, if any</b>	<b>Name of the Manufacturer</b>	<b>Rate per Unit/Unit size</b>	<b>Tax, if any CST/VAT/Excise</b>	<b>Net rate</b>

**NOTE: Bidders must submit his bid in two parts i.e. technical bid & Financial/Price bid. Both bids must be sealed & marked separately and then put in one sealed bigger envelop. The tender name and date of opening should be clearly mentioned on the top of envelop.**

**NOTE: Either the Manufacture or their Authorized Supplier can quote the bid, if the bid quoted by both of them the bid of Authorized Supplier will be treated as cancel.**

**NOTE: Bidders are directed to quote rate per unit as asked in the list of item to also specify the unit/pack size, any clarification in this regard may be taken from the Purchase Section on a written request.**

**Non-adherence of the above shall make the bid liable for rejection.**

15. The tender which is not complete in all respect will be rejected summarily. Samples of the item quoted must be submitted as and when asked for.
16. In case of the selected tenderer failing to supply the goods according to the demand of the hospital, the EMD will be forfeited and the purchase of goods will be made at the risk at the cost of the tenderer. If the institution has not taken security money after acceptance of the tender, it should be presumed that the earnest money has been accepted as security money and recoveries can be made from this amount.
17. Supply Order against the contract will be accepted as long as these reach the contractor on or before last date of the contract. Supply Orders received during the closing date should be complied within due course, in accordance with the contract if even though in some cases owing to contract having expired supplies are to be complied with only after the expiry of the last date of contract.
18. **No guarantee can be given as to the minimum quantity which will be drawn against this contract but the contractor will supply such quantity as may be ordered by the Direct Demanding Officer during the currency of the contract.**
19. The Director, LHMC reserves the right to invite in his sole discretion separate quotations/Parallel Rate Contracts to effect purchases outside this contract in the event of any urgent demand arising in hospital.
20. Life Period: Items supplied to the hospital against demand should be fresh & should not have passed 1/4<sup>th</sup> of their life at the time of supply.
21. All items should clearly show the date of manufacturing & date of expiry. The supplies received without above printing shall not be accepted.
22. The price charges for the stores supplied under the agreement or the rate quoted by him for supply of items to the institution, whichever is lower, shall in no event exceed the lowest price at which the contractor sells the stores of identical description to any other person[s] during the said period of agreement, if at any time during the said period the contractor reduces the sales price of such stores or sells such stores to any other person at a price lower than the price chargeable under the agreement, he shall forthwith notify such reduction in sale price to the Director LHMC & Associated Hospitals and the price payable under the agreement for the stores supplied after the date of its coming in to force. Such reduction in sales price shall stand correspondingly reduced.
23. **The tenderer/supplier has to give an affidavit on a non-judicial stamp paper that there is no vigilance/CBI case pending against the firm/supplier & they have never been blacklisted in the past by any institution government /private.**
24. **There should be no cutting/overwriting/addition/alteration in the rates quoted by the firm. Non-adherence of the same shall make the bid liable for rejection.**
25. If the tender submitted by the firm is not according to the above terms & conditions the same will be rejected without giving any notice/assigning any reason.
26. **The Director, LHMC & Associated Hospitals reserves the right to reject any/all the tenders without assigning any reason and also is not bound to accept the lowest rates. The Director, LHMC & Associated Hospitals also reserves the right to reduce/increase the quantity of any item/items.**

27. A certificate saying that rates quoted should not be higher than quoted anywhere else in the country must be enclosed.
28. **Each & every page of the tender document should be serially numbered and duly signed by the tenderer. A proper checklist/catalogue must be enclosed in the following chronological order. If pages are not numbered, the responsibility will be of the firm, if tender rejected on grounds of non-submission of documents.**
29. Photocopies of certificates submitted must be legible & self attested by the bidder.
30. It will be the condition that the prices charged for the stores supplied to the hospital shall in no event exceed the lowest, at which the contractor sells the stores to any other person/ institution. If any time during the contract period the contractor reduces the sale price entered into the rate agreement, he will notify such reduction to the Director, Lady Hardinge Medical College & Smt. S. K. Hospital.
31. GST and other taxes, where legally liveable should be distinctly shown separately along with price quoted, in case it is not done no claim regarding GST/excise duty etc. will be entertained in future. In case there is a revision in the existing rate of duty by the Government, the same will be paid subject to production of satisfactory documentary proof.
32. Quotations should be as per serial Number of tender and strictly according to specifications mentioned in the schedule.
33. Samples must be submitted in duplicate **two days** before the opening of tender in Stores Section of this hospital. Samples submitted to be marked seriatim as per tender list along with mark of identification of the participating firm. Failure to do so shall render the quotations liable to be ignored. Approved samples shall be retained for comparison with the supplies made. Such approved samples may be returned or adjusted as is considered by the purchase. The firm may be permitted to give demo of the expansive items, provision that they have requested for the same at least one day before the tender opening.
34. The selection or rejection of the samples provided by the participating firms will depend upon the actual assessment of these samples, the assessment of the samples shall be carried out by the Purchase Committee of the Hospital which will be based on the performance & suitability of these samples as per the requirement of the Hospital. The Purchase Committee shall have full discretion to select or reject the samples quoted by the participating firms, and the decision in this regard shall be final and binding on the supplier. Therefore firm shall be bound to accept the decision of the Purchase Committee of the Hospital.
35. All the damages in transit or manufacturing defect etc. detected at the time of supply shall be at the risk and cost of supplier.
36. Any item (filter) found to have manufacturing structural/functional defect during usage and/or expired due to slow consumption, needs to be replaced by the firm or through his authorized representatives within the period of 25 days from the date of submission/intimation, unused items (filters) will be returned to the firm. Filters having any blood-stained will be discarded but will be notified to the firm. If the goods are not collected within the stipulated period it will be disposed off in any manner deemed fit by the hospital.

37. All stores received shall be subject to inspection on receipt of the stores and the Hospital shall have full discretion to accept or reject either the entire supply or any part thereof and the decision in this regard shall be final and binding on the supplier.
38. The offers of manufacturer or their authorized distributor /dealer will only be considered. The name of manufacturer should be mentioned against each item. Authorization certificate should be attached with quotation, failing which their tender will be rejected.
39. Outstation bidders should ensure that their quotation must reach to receipt section of the hospital at least one day before the date of opening of bid, so that their bid can be incorporated at the time of tender opening.
40. That Director reserves the right to impose any penalty deemed appropriate if supplied material is found defective and not as per samples submitted, including not placing any further orders for the concerned item.
41. Failure to supply item quoted, after receiving the order, will be treated as a disqualification for taking part in future tender.
42. The successful bidders may be asked to provide Performance Bank Guarantee to ensure the due performance against the tender.
43. Performance of firm (if any time supplied in KSCH) must be satisfactory/good. A Certificate to this effect must be enclosed with the documents in the tender document.

**DOCUMENTS SUBMITTED**

(The firm must ensure that all the pages are serially numbered and signed by the authorized signatory to avoid rejection and the said document must be submitted in the following chronological order).

1. Forwarding letter of the firm with total no. of pages.
2. Earnest Money deposit Draft/documentary evidence of registration with DGS&D/NSIC for particular store quoted by the firm with clear validity period.
3. Valid ITR (Latest should not be issued more than 13 months before from the date of opening of tender).
4. Valid GST Clearance Certificate/Challan (Latest)
5. Valid Drug license for storage /distribution of Drugs/Consumable Disposables.
6. Authorization Certificate as per Performa enclosed for quoting or participating in Govt./Central Govt. Institution (authorization must clearly mentioned that the firm can quote or participate in the tender on behalf of the manufacturer and should not merely be a dealership or distributor certificate.
7. The bidder must possess a valid PAN/GST/TIN No. on the date of opening of bids and a certified copy has to be submitted along with the bidding documents.
8. Certificate that rates quoted are not higher than quoted anywhere else in the country.
9. The tenderer/supplier has to give an affidavit on non-judicial stamp paper that there is no vigilance/CBI case pending/contemplated against the firm /supplier.
10. I will submit the tender/bid in duplicate with proper markings as original, duplicate total number of pages. I fully understand that, in case of failure to do so shall make my bid liable for rejection.
11. Authorization letter & Undertaking as per Performa attached.
12. Performance certificate regarding satisfactory supply for last two years from any Central Govt./State Govt./Private Institute which have 200 or more beds to be enclosed .
13. Performance certificate regarding satisfactory supply issued from Kalawati Saran Children's Hospital (KSCH), (if supplied earlier of whatever period) must be enclosed.

The above mentioned chronological order must be adhered to for smooth scrutiny of tender documents. Non-submission of any document shall make the bid non responsive and no post tender communication will be done except for ITCC & User list, that too, if the said documents are proper and some clarification is required.

**IMPORTANT DATES**

1. **Pre - Bid Meeting:** The pre – bid meeting will be held as per the time, date and venue indicated hereunder:-  
**Time: 11:30 AM to 12:30 PM**  
**Date: 08/10/2018**  
**Venue: Room No.131 F/F Old Building Kalawati Saran Children's Hospital**  
All prospective Bidders may attend the Pre-Bid meeting **along with written queries**, if any.
2. **Receipt of Tenders till 11.00 am on 26/10/2018**
3. **Closing of Tender Box at 11.00 am on 26/10/2018**
4. **Opening of Tender Box at 11.15 am on 26/10/2018**

The Director reserves the right to reject any tender in part or all the tenders without assigning any reason whatever.

(Dr. Sunita Khambra Singh)  
Additional Medical Superintendent  
For & On Behalf of Director  
Lady Hardinge Medical College &  
Associated Hospitals, New Delhi



**TENDER FORM**

Date\_\_\_\_\_

To  
Director  
Lady Harding Medical College & Smt. S.K. Hospital  
New Delhi

Ref. Your TE document No KSCH/Pur/15/Consumable Disposable (LDF)/18-19/\_\_\_\_, dated \_\_\_\_\_

Respected Sir,

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (*if any*), the receipt of which is hereby confirmed. We now offer to supply and deliver the items quoted by us, in conformity with your above referred document. If our tender is accepted, we undertake to supply the goods as mentioned in the tender, in accordance with the delivery schedule specified in the tender.

We agree to keep our tender valid for acceptance & we also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal Rate Contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry. We confirm that we do not stand deregistered/banned/blacklisted by any Government/Private Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any.

<b>Sr. No.</b>	<b>Contents</b>	<b>Details (Should be Typed Only)</b>
1.	Complete Mailing Address along with Pin Code	
2.	E-mail ID	
3.	Contact No. (With STD Code)	
4.	Mobile No.	
5.	Fax No. (With STD Code)	

**(Signature with date)**  
**(Name and designation)**  
**Dully authorised to sign tender for and on behalf of bidder**

**UNDERTAKING**

**(No conditional undertaking or any change in proforma will be accepted)**

1. I, the undersigned, certify that I have gone through the terms & conditions mentioned above, and undertake to comply with them. The rates quoted by me are valid and binding on me / firm for the year 2018-2019 & 2019-2020. The tender could be extended for a further period of six months or beyond that subject to agreed by both parties.
2. I, the undersigned, hereby bind myself to supply to the Govt. of India, Lady Harding Medical College & Associated Hospitals, New Delhi during the year 2018-2019 & 2019-2020 as per the samples submitted by our firm and approved by your Hospital at the rates quoted by us in the Price Bid within the stipulated time period.
3. That the articles shall be of the best quality and kind and as per the requirements of the institution. The decision of the Director, Lady Harding Medical College & Associated Hospitals, New Delhi as regards the quality and kind of the articles shall be final and binding on me.
4. The Earnest Money Deposited by me in the form of MICR Bank draft/Pay order of a scheduled bank pledged on the name of the Director, Lady Harding Medical College & Associated Hospitals, New Delhi and payable at Delhi/New Delhi is attached herewith and shall remain in the custody of the officer till the decision of the officer as to the acceptance of the tender is known. Once the tender is accepted the EMD can be taken as security deposit from which recoveries can be made in case of failure to supply or other penalty.
5. I agree that in case of failure to supply the material for which a supply order will be placed upon me within the stipulated date of delivery, the institution can go for purchase of the same at my risk.
6. The conditions herein contained shall form part of and shall be taken as if they are included in the agreement to be entered into or treated as agreement itself at the discretion of the Director, Lady Harding Medical College & Associated Hospitals, New Delhi.
7. I shall execute an agreement on stamped paper of Rs.10/- (Rupees Ten only) in case my tender is accepted and if I am asked to act so. An agreement will be executed by name within 7 days of the intimation of acceptance of rate for the tender. However, this to be treated as agreement otherwise.
8. The said officer shall be deemed if necessary to change any article on its being found to be inferior quality, it shall be replaced by me in time to avoid any inconvenience.
9. I, the undersigned, hereby bind myself to replace/change any filter(s) found to have manufacturing structural/functional defect and/or expired due to slow consumption within the stipulated time period as mentioned in the tender.

Name, Signatures &  
Address of the Tenderer With  
Rubber Stamp

**ANNEXURE I**

**MANUFACTURERS AUTHORISATION FORM**

To  
The Director,  
Lady Harding Medical College & Associated Hospitals  
New Delhi-110001

**Tender No:** \_\_\_\_\_  
**Name of Item:** \_\_\_\_\_

Dear Sir,

We, M/s \_\_\_\_\_, who are established and reputed Manufacturers/Importer of (Mention Brand here) \_\_\_\_\_ hereby authorize M/s \_\_\_\_\_ (Name & address of dealer) to bid, negotiate and conclude the contract with you for the above mentioned goods manufactured by us.

No company or firm or individual other than M/s \_\_\_\_\_ are authorized to bid, negotiate and conclude the contract in regard to this business for your institution.

This authorization is valid for the period of thirty months (Two & Half years) from the date of opening of tender.

Yours Faithfully

For and on Behalf of M/s .....  
(Name of Manufacturer)

**Note:** This letter of authorization should be on the letter head of the manufacturing concern and should be signed by a person competent and having authority to bind the manufacturer.

**LIST OF CONSUMABLES & DISPOSABLES**

<b>Tender Sr.No.</b>	<b>Name of Items</b>	<b>Specification</b>
1.	<b>Leucocytes Depleting Filter (Bed Side)</b>	<p>Filtration Capacity: <b>1 Unit of red cell concentrates</b></p> <ol style="list-style-type: none"> <li>1. Consistently averaging less than <math>1 \times 10^6</math> residual leukocytes in the filtered blood.</li> <li>2. Red blood cell recovery: averaging 88% or more.</li> <li>3. Filter housing hold-up volume: 33ml or less.</li> <li>4. Priming with saline not required.</li> <li>5. Draining valves with integrated air filters (auto venting) allowing additional emptying of the filter housing and tubing.</li> <li>6. Latex Free.</li> </ol>
2.	<b>Leucocytes Depleting Filter (Bed Side)</b>	<p>Filtration Capacity: <b>2 Unit of red cell concentrates</b></p> <ol style="list-style-type: none"> <li>1. Filtration efficiency: consistently averaging less than <math>2 \times 10^6</math> residual leukocytes.</li> <li>2. Red blood cell recovery: averaging &gt; 90% or more.</li> <li>3. Filter housing hold-up volume: 50ml or less.</li> <li>4. No priming with saline required.</li> <li>5. Draining valves with integrated air filters (auto venting) allowing additional emptying of the filter housing and tubing.</li> <li>6. Latex Free.</li> </ol>