

**Government of Karnataka**

**SHIMOGA INSTITUTE OF MEDICAL SCIENCES**

(Autonomous Medical Institution, Government of Karnataka)

Sagar Road, Shimoga-577 201

Phone No : 08182-229933, 269703, Fax : 08182-264100

<https://sims.karnataka.gov.in>



**TENDER DOCUMENT**

**Re-TENDER FOR SUPPLY OF HNS (Not Quoted & Single Bid) Disposables Items**

**The tender documents can be downloaded from our**

**Website: <http://kppp.karnataka.gov.in>**

**No: SIMS/PRCU/TNDR/HNS/1/2025 Call-2**

**DATED: 18-06-2025**

# SHIMOGA INSTITUTE OF MEDICAL SCIENCES

Phone No : 08182-229933,264199, Fax : 08182-26410

No: SIMS/PRCU/TNDR/HNS/1/2025

DATED: 18-06-2025

## INVITATION FOR TENDER

The Director, Shimoga Institute Of Medical Sciences, Shimoga, hereby invites tenders under e-tendering system from **Primary Manufacturers, Authorized Agents/Authorized Distributors, Importers (in case of imported items)** for supply of **HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items)** as detailed in Annexure-I of this Tender, as per the Karnataka Transparency in Public Procurement Act 1999 and Rules 2000, there under (**Under Two Cover System**).

**The Manufacturer whose Annual Turnover for last three years i.e. for 2022-23, 2023-24 & 2024-25 is not less than Rs. 02.00 Crore per year of last 3 year 06 Crore, the annual turnover of Authorized Agents/Authorized Distributors/ Importers is not less than Rs. 50.00 Lakh per year or last 3 year 150.00 Lakhs (Average) for the years of 2022-23, 2023-24 & 2024-25 are eligible to participate in this Tender.** If the Tenderer is an Authorized Agent/Distributor, the copy of Manufacturer's Annual Turnover Statement along with his Annual Turnover certified by Commercial Tax Officer/Chartered Accountant as per **Annexure-IV** is to be uploaded.

"A primary manufacturer" is defined as a Person/Company having an own manufacturing unit that performs all the manufacturing & processing operations needed to produce disposable Items in their appropriate dosage forms, including processing, blending, formulating, filling, packing, labeling & quality testing with a valid licence under Drugs & Cosmetics Act, 1940 & Rules but does not include loan licence.

"Loan Licence Manufacturers" (Manufacturers engaged in manufacturing under, 'Loan Licence' obtained under the Drugs & Cosmetics Act, 1940 & Rules) are not considered as Primary Manufacturers and hence are not eligible.

a) The term 'Authorized Signatory', means a Proprietor /Proprietreix, or a Managing partner or an whole-time employee, in executive cadre, in a Proprietorship Concern / Partnership Firm or a person who is working as Managing Director / Director Finance / Director Marketing / General Manager / Assistant General Manager / Manager / Company Secretary in the Tenderer Company, who has authority to take decision on the spot with regard to all the aspects of the Tender.

The term "**PURCHASER**" for the purpose of placing the order, accepting / rejecting the goods, payments and sending samples, for testing by the Director, Shimoga institute of medical sciences, Shimoga and any other agency authorized by the Institute, who are bound by the Contract in pursuance of this Tender, while purchasing HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items).

The term "**TENDERER**" means the Manufacturer, Authorized Agent /Authorized Distributors and Importer participating in this tender.

The term "**TENDERER**" refers to the successful Tenderer who has entered into an agreement with Director, Shimoga Institute Of Medical Sciences, Shimoga for the purpose of supplying Hospital HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items) as mentioned in this tender.

b) Domestic Small Scale Industries Unit (SSI Unit) means an industrial unit in which the investment in fixed assets in plant and machinery, whether held on ownership or on lease or by hire purchase, does not exceed Rupees Five Crore which manufacturers the goods, within the State of Karnataka and whose registration is valid as on the last date of submission of this Tender, SSI Units of Karnataka State shall be given fifteen percent (15%) price preference in accordance with New Industrial Policy 2009-14 provided that they fulfil all the other prescribed criteria and become responsive and if the policy is in operation as on the date of Tender Notification.

c) The Director, Shimoga Institute of Medical Sciences, Shimoga shall be the Tendering Authority for

the purpose of this tender.

2. Tenderers are free to quote for listed in **Annexure-1**.

**The evaluation of tender will be done on per item basis, denoted by the items code.**

3. Tenders of only those Tenderers who fulfil the Terms and Conditions of this tender will be considered for evaluation.

The tenders will undergo evaluation at every stage of processing and any tender found at any stage, not in conformity with the stipulated tender conditions including specifications / found to have uploaded defective and incomplete documents / samples of the items found not in conformity with the specifications or found defective either physically or analytically, will be rejected.

4. Interested eligible Tenderers may obtain further information from the Office of the Director, Shimoga Institute of Medical Sciences, Shimoga. O8182-229933, 264199, Fax : 08182-264100

**5. Schedule of Events:-**

Commencement of download of e-Tender Form from website- <a href="https://eproc.karnataka.gov.in">https://eproc.karnataka.gov.in</a>	18/06/2025
Last Date for pre-bid Queries on or before	24/06/2025 till 5:00 pm.
Last Date for Uploading of Tender in e-procurement platform on or before	02/07/2025 at 5:00 pm.
Opening of Techno-Commercial Bid	3 <sup>rd</sup> July 2025 at 10:30 am
Date for Submission of Samples on	5 <sup>th</sup> To 8 <sup>th</sup> July 2025.
E.M.D.	1,00,000.00 on tender quoted value
Tender value (Approximately)	Rs. 100.00 Lakhs (Approximately)

- (b) **Venue:** Office of the Director, Shimoga Institute of Medical Sciences, Shimoga.  
**Sagar Road Shimoga.**  
**Ph: 08182-229933, 269703, Fax : 08182-264100**

**(c) Opening of Financial Bid/Commercial Bid:-**

Price Bid of only those Techno-Commercially responsive Tenderers will be opened on a date notified or on any further date to be notified/ informed to the Techno-Commercially responsive Tenderers.

- (d) **Validity of Contract** – On Contract basis for a period of 12 months from the date of issue of supply order extendable by 6 months from the date of issue of Award of Rate Contract.

- (e) Tenders shall remain valid for 90 days after the deadline for submission of tenders prescribed by the purchaser, a Tender valid for shorter period shall be rejected by the purchaser, as Non-Responsive.

6. Completed Tender document shall be uploaded through e-tendering system using their user ID and to be addressed to the Office of the Director, Shimoga Institute of Medical Sciences, Shimoga, in the manner described under instructions in Section– II, on or before the last date and time stipulated.

**DOCUMENTS TO BE UPLOADED BY PARTICIPANTS.**

S. No.	Checklist	Documents Uploaded.	Remarks
1	Copy of the <b>Manufacturer License</b> along with product permission. <b>(If Tenderer is a Manufacturer.)</b>		
2	Copy of <b>manufacturers manufacturing license</b> of his product quoted. (If the Tenderer is an Authorized agent / Distributor).		
3	GST Registration Certificate, last 3 month challan and PAN Card to be uploaded		
4	Annual Turnover Statement Certified by Commercial Tax Officer/ Chartered Accountant. For <b>Mfr: 600 Lakhs / Last 3 year(Average)</b> For <b>Supplier/ Distributor: 150 Lakhs/ last 3year (Average)</b>	<b>2022-23</b>	
		<b>2023-24</b>	
		<b>2024-25</b>	
5	Income Tax Returns (financial year), to be uploaded.	<b>2022-23</b>	
		<b>2023-24</b>	
		<b>2024-25</b>	
6	In case of <b>Imported drugs WHO GMP certificate</b> should be uploaded and the copies shall be attested by the licensing authority/ Notarized.		
7	If Tenderer is an authorized agent / distributor. <b>Notarized copy of up to date wholesale license</b> issued under Drugs & Cosmetics Act along with products deal		
8	Experience Certificate in supplying the similar Items as of our tender for the last Three Years	<b>2022-23</b>	
		<b>2023-24</b>	
		<b>2024-25</b>	
9	If the Tenderer is an Authorized agent / Distributor should upload the copy of <b>Manufacturer Authorization Letter</b> .		
10	Copy of latest <b>Non Conviction Certificate</b> in the Name of <b>Director SIMS, Shimoga</b> not older than 6 months in respect of the Manufacturer/ Authorized agent/ Distributors/Importer issued by the Drugs Controller of Karnataka. (If applicable product)		
11	List of items quoted, to be uploaded.		
12	Tender Offer Form, to be uploaded.		
13	Tender Declaration Form, to be uploaded.		
14	ISI/ISO/WHO-GMP/Revised Schedule M-GMP certificates, wherever applicable, to be uploaded.		
15	Seal & Signature on Tender Documents by the Authorized Signatory, to be uploaded.		
16	Self declaration stating that the firm is not black listed with any Government/Quasi Government Organizations and will not supply refurbished item to be furnished on a 100 Rs. Stamp paper		
17	Non refundable fee of Rs.2000+18% GST Total Amount: 2360/- towards tender form to be paid in the form of DD favouring Dean cum Director, SIMS, Shivamogga, The		

	DD Shall be Submitted to Dean cum Director SIMS, Shivamogga after last date and before opening of tender and scanned copy of DD to be uploaded in the e-portal		
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**NOTE:**

1. Tenderer should upload the above documents and checklist duly signed & sealed.
2. Tenderer should also upload the documents other than the above checklist which are specified in the tender documents.
3. Original Certificates to be produced at the time of verification otherwise tender application will be rejected.
4. All the uploading documents must be attested by the Gazetted Officer OR Notary otherwise tender application will be rejected.

Sd/-  
Director/Dean  
Shivamogga Institute of Medical Sciences,  
Shivamogga.

**SECTION-II**

**TERMS AND CONDITIONS**

- 1.1 The Tenderer shall be uploaded only if the Tenderer is agreeable to all the Terms and Conditions of this Tender, which includes the Description and Specifications of the Items mentioned therein.
- a. The Tenderer shall upload the tenders through e-tendering system using User's ID and Digital Signature Certificate for Techno-Commercial and Price Bids.
- b. Items required are listed with specific Code numbers and other details in **Annexure-1**.
- 1.2 Irrespective of the terms and conditions the Tenderer may have specified, only the terms and conditions specified in this tender shall be binding on the Tenderer and the tendering authority.
2. The Tenderer shall upload the tender in the manner described here under: -

**A. TECHNO-COMMERCIAL BID SHALL CONTAIN DOCUMENTS LISTED UNDER TECHNICAL QUALIFICATION CRITERIA.**

**Refer Checklist for document uploading on**

**1. For Product related.**

**2. For Overall.**

**Note:**

- 1. The bidder/tenderer/supplier should fill the details in the above format for each item quoted and shall upload duly**

**signed/seal copy in the technical cover of e-procurement portal.**

**2 . In the above format under each column firm should upload the status. In case information not entered considered to be not uploaded. In case information is entered in the above format but the document not uploaded shall be rejected.**

**A1. Earnest Money Deposit/ Bid security-**

The Tenderer can pay the **Earnest Money Deposit 1,00,000/- on tender quoted** value of the items in the e-Procurement portal using any of the following payment modes:-

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC Designated Bank branches listed in **Annexure-II** can be obtained through website <http://kppp.karnataka.gov.in> in contractors section where a Contractor can make a payment.

The Tenderers Bid will be evaluated only on confirmation of receipt of the payment Earnest Money Deposit (EMD) in the GOK's central pooling A/c held at ICICI Bank.

The EMD amount will have to be submitted by the Contractor taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash in any of the designated ICICI Bank Branches located across the Country (and not through Bank Guarantee) and will be maintained in The Govt.'s central pooling account at ICICI Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction
- c. The EMD money received for all the tenders floated through the e-Procurement platform will be Collected and maintained in a central pooling account.

***A.2 Refund of EMD.***

The EMD money will be kept in the central pooling account until the tender is awarded to the successful bidder. Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful bidders will be refunded to the respective Bank A/c's of the Contractor registered in the e-Procurement system.

**A.3 Notarized Registration copy of GST Certificate along with commodity description of Tenderer is to be uploaded otherwise will be considered as "Non-Responsive".**

**A.4 Notarized copy of PAN Card of Tenderer is to be uploaded. Otherwise will be Considered as "Non-Responsive".**

**A.3 Copy of Sales Tax Registration Certificate along with Commodity/GST registration certificate.**

Description of the Tenderer is to be uploaded.

#### **A.4 Copy of PAN Card of the Tenderer is to be uploaded.**

#### **A.7 Annual Turnover Statement.**

For preceding three financial years **2022-23, 2023-24 & 2024-25** i.e. for **31-03-2023, 31-03-2024 & 31-03-2025** of the Manufacturer and if the Tenderer is an Authorized Agent/Distributor should upload the copy of Manufacturer's Annual Turnover Statement along with his Annual Turnover certified by Commercial Tax Officer/Chartered Accountant as per **Annexure-IV** is to be uploaded.

#### **A.9 Manufacturing License**

- a) **Original / Notarized** copy of the **Manufacturing license** issued under the Drugs & Cosmetics Act 1940 and rules, duly renewed up to date along with list of products permitted (Items to be quoted) is to be uploaded if Tenderer is a Manufacturer and the Tenderer is an Authorized Agent/Distributor should upload the copy of Manufacturer's Manufacturing License of his products quoted.
- b) In case of Manufacturing License applied for renewal, it is insisted to upload the validity certificate from the licensing authority in respect of their license that it continues to be valid during the period of tender process i.e. after submission for the renewal, till the time the license is actually been renewed, is to be uploaded.
- c) **Original / Notarised** copy of **valid SSI certificate** issued by Director of Industries Commerce, Government of Karnataka is to be uploaded, by SSI units of Karnataka otherwise they will not treated as SSI units of Karnataka.

#### **LIST OF HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items) QUOTED FOR BY THE BIDDER AS PER ANNEXURE –1**

- 1. Original / Notarised copy of Manufacturers Licence along with product permission for the items to be uploaded.
- 2. In case of imported drugs **WHO-GMP certificate** should be uploaded and the copies shall be attested by the licensing authority / Notarized.
- 3. List of items supplied to various Government/Quasi Government/autonomous Institutions with quantities during the financial years for **31-03-2022, 31-03-2023 & 31-03-2024** as per the Annexure – XII of the tender is to be uploaded (As per Section II Term and Conditions A.19 clause).
- 4. The Tenderer has to supply goods with marking "**S.I.M.S. SUPPLY NOT FOR SALE**" or "**GOVT SUPPLY NOT FOR SALE**" on all the items supplied (Strips, Amps, Vials, Bottles, Tubes etc., and also on the outer boxes.
- 5. Original Certificate of Incorporation signed by the Registrar of Companies (ROC) in case of a company/firm. Original proprietorship Certificate in case of a proprietary firm.
- 6. Original import license in respect of imported items quoted for by the bidder. The Import Licence should be valid for at least preceding three years without break.
- 7. Form of Authorization in original as per Annexure-VIII
- 8. Tender Offer Form as per Annexure- IX PART-I
- 9. Declaration form the Bidder as per Annexure- IX PART-II

#### **A.10. Import license**

**Original / Notarized** copy of the valid Import license issued by the competent authority, duly renewed up to date is to be uploaded **for import products**.

**Original / Notarized** copy of the Registration Certificate issued by Drugs Controller General of India is to be uploaded.

#### **A.11 Wholesale Drug license**

**Original / Notarized** copy of the Wholesale license issued under the Drugs & Cosmetics Act 1940 and rules, duly renewed up to date along with products deal is to be uploaded **if Tenderer is an Authorized Agent/Distributors**.

#### **A.12. Non Conviction Certificate**

**Original / Notarized** copy of latest Non Conviction Certificate issued not older than 6 months in respect of the Manufacturer/Authorized Agent/Distributors/Importer issued by the Drugs Controller as per **Annexure-VI** is to be uploaded **and if the Tenderer is an Authorized Agent/Distributor should also upload the copy of Manufacturer's Non-Conviction Certificate**.

#### **A.13 Revised Schedule M-GMP Certificate/ WHO-GMP certificate**

##### **A.14. Authorization Certificate**

The form of Authorization issued by the Manufacturer to the Authorized Agent/Authorized Distributor, referred in **Annexure –VIII** in original, is to be uploaded if Tenderer is an **Authorized Agent/Distributors**.

##### **A.15-a) Tender Offer Form**

Tender Offer Form with an undertaking to abide by the terms and conditions of the tender in the format as per **Annexure –IX-Part-I**, of the Tenderer is to be uploaded.

##### **A.15-b) Declaration From**

Declaration from the Tenderer in the format as per **Annexure-IX Part II** of the Tenderer is to be uploaded.

#### **A.16. List of HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items)**

List of **HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items)** Items quoted by the Tenderer to be furnished separately as per **Annexure-X**, is to be uploaded

##### **A.17. Seal and Signature**

The tender document shall have Seal and Signature on all pages including the Annexure by the authorized signatory [Vide Section I, 1 (a)].

#### **A.18. The Documents/Certificates should be:-**

- a) The Documents uploaded should be clearly visible failing which such documents shall not be considered.
- b) The documents uploaded in general documents should be named individually.

#### **A. 19. F.F.S Technology Certificate**

“Form Fill and Seal” (The whole operation of Form, Filling and Sealing occur simultaneously on the same machine in one single cycle) technology certification, wherever FFS is specified against each item issued by Competent Authority exercising powers under D & C Act and Rules, is to be



uploaded as per the **Annexure-XI**.

#### **A.20. List of Items supplied**

List of Items supplied to various Government/Quasi Government/Autonomous Institutions with quantities during the financial years for **31-03-2022, 31-03-2023 & 31-03-2024** as per the **Annexure-XII** of the Tenderer is to be uploaded.

#### **A.21. FFS/BIS/ISI/ISO/WHO-GMP/Revised Schedule M-GMP**

FFS / BIS / ISI / ISO / WHO-GMP /Revised Schedule M-GMP Certificates, wherever applicable notary attested photocopy is to be uploaded, otherwise the products will not be considered.

#### **A.22. For Importers**

The Tenderer quoting for items under import license shall produce all the above mentioned applicable documents and also has to produce the following documents as formalized as per the prevailing international norms or bilateral agreements between India and the exporting country.

- a) Valid import license.
- b) Registration certificate issued by the Drugs Controller General of India, New Delhi.

#### **A.23. Submission of Original Documents**

The original documents uploaded under Technical Bid should be produced before the Tender Committee if required.

#### **A.25. Vaccines: (If Applicable)**

- a. The Tenderer/ Bidder should upload appropriate approval/license from DCGI (Head of Central Drugs and Standards Control Organization (CDSCO) is the National Regulatory Authority (NRA) in India).
- b. The manufacturing, packing and supply condition should comply with the respective condition specified in the current version of D & C Act. & Rules
- c. The Tenderer / Bidder should upload the batch release certificate from the Central Drugs Laboratory (CDL), Kasauli of previous 3 years for all imported vaccines as well as locally produced vaccines.
- d. The Bidder/ Tenderer should furnish the WHO-GMP Certificate in case of Manufacturer & Incase of supplier/ dealer should submit the WHO-GMP Certificate of manufacturer , whose product is quoted in the tender.
- e. Vaccine should be supplied in the tamper proof; leak proof pack at the time of supply vaccine should be in the initial usable stage
- f. Vaccine vial monitor (VVM) sticker should be affixed to the vaccine vial.
- g. The vaccine should be supplied in cold chain system from the manufacture to till site of consignee.

### **B. PRICE BID SHALL CONTAIN THE DOCUMENTS LISTED HEREUNDER:**

#### **B.1 (i) PRICE SCHEDULE**

- a) Price Schedule format shall be furnished in the e-procurement platform.

**The rate quoted per unit for landed/basic price shall be inclusive of Excise duty, packing forwarding charges, freight, Insurance, customs duty and local Sales tax / GST etc.,**

- b-1) The rate quoted in the e-procurement platform format should be for the unit. The Tenderers are strictly prohibited to change/alter specification or unit size given in the e-procurement platform**

format otherwise the rates offered will not be considered.

**b-2)** The unit mentioned in the Tender Document should be taken into consideration.

All the products are to be quoted as per the units as mentioned in the Annexure – I of the tender document.

**c)** The Tenderers are required to furnish the break up details **of landed price as per the e-procurement platform format. The landed price which shall include all the above components shall be the criteria for evaluation of price bid / financial bid under e-Portal of this tender.**

**B.2** Both the Technical Bid & Commercial Bid for supply of Hospital **HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items)** shall have to be uploaded under appropriate headings.

- a) In the event of any discrepancy with respect to the rates quoted the Purchaser reserves the right to accept the lowest rate.
- b) All pages of the Tender except for printed literature if any enclosed shall carry the full signature of the person signing the Tender.

## **GENERAL CONDITIONS**

1. **The language of the Tender shall be English.** In case, the original documents are issued in vernacular, the translation certified by the authority signing the original / by a notary should be uploaded along with the original.
2. The Tender Inviting authority may, at his discretion, extend the deadline for submission of Tenders, in which case, all rights and obligations of the Tendering authority and the tenders subjected to the previous deadline, will thereafter be subject to such extended deadline.
3. The Tender Accepting authority reserves the right to cancel the tender at any point of time without assigning any reasons.
4. Technical Bids will be opened by the Tender Scrutiny Committee constituted by the Tender Accepting Authority on \_\_\_\_\_ in the **'Office of the Director, Shimoga Institute Of Medical Sciences, Shimoga Sagara Road Shimoga.** [Phone: 08182-229933, 269703, Fax : 08182-26410] in the presence of Tenderer or their authorized representative who may choose to be present.

**Price Bids** of only those Tenderers which satisfy the standard criteria laid down on the basis of the details furnished by the Tenderer in Technical Bids [under terms and conditions for Technical Bid (Section II)] will be opened on a date notified or any further date to be notified/informed to the Techno-Commercially Responsive Tenderers.

5. Entry to participate in the Tender Opening Committee Meeting shall be restricted to only one person per tenderer who shall be the “Authorized signatory”.
6. The Tenderer or his Authorized Representative who is present shall produce the authorization letter and sign in the Attendance Register evidencing his presence during the opening of tenders, authorized by tenderer / authorized signatory.
7. The Tenderer shall bear all costs associated with the preparation and submission of his tender and the Tender inviting authority / Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or out-come of the Tendering process.

## **8. SUBMISSION OF SAMPLES**

a) The Tenderers shall submit the samples to the **Medical Superintendent, SIMS, Mc. Gann Teaching Hospital, Shimoga**, as per **Annexure-XIII** and Quantity indicated in **Annexure-XIV** for item scheduled in **Annexure-I** within the time schedule prescribed (**details of the samples to be**

**submitted shall be intimated).**

**b)** The sample shall be in original form in which supplies will be made, if the contract is awarded, Samples are exempted from the printing of the “SIMS SUPPLY NOT FOR SALE”.

**c)** The cost of the sample shall not be payable by the Tender inviting authority.

**d)** The sample submitted will not be returned to the Tenderer either successful or unsuccessful, under any circumstances.

## **9. QUOTATIONS**

Tenders have been invited in the ‘**generic name for Drugs**’ The Tenderer should quote the rates for the same. The composition and strength and specification of the product, should be as per details given in **Annexure-I** **The rate quoted shall be for the single unit (Example: Rate of single Tablet/ Capsule/Single IV/ Single item) shown against the item in Annexure-I.** Also the pharmacopoeia specifications i.e., IP/BP/USP should be clearly mentioned against the drug quoted as per provision of Drugs & cosmetic act 1940.

1. The quotations shall be the rate **Inclusive of Excise Duty, packing & forwarding, transportation, insurance and any incidental charges and Sales Tax payable, if any, should be quoted for the required drug, on SIMS Hospital, Shimoga / Institution Delivery, as per the orders and according to the unit asked for in accordance with the price bid format provided under e-Portal of this tender. This price shall be the criteria for evaluation of price bid / financial bid as B.1 above.** Tender for the supply of drug, with conditions like “at CURRENT MARKET RATE” “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” ETC., will not be accepted. Handling, clearing, transport charges etc., will not be paid. **The deliveries should be made as stipulated in the purchase order placed with successful Tenderers.**
2. a) Each Tenderer must upload the **WHOLE SALE MARKET PRICE** of each item quoted for supply in a separate format/annexure along with price schedule of commercial bid.
2. b) The Tenderer should specify the make (Manufacturer) of the item quoted and should quote only for one make for each item. Tenders quoted for multiples make for one items will be rejected.
3. The rates quoted should not be linked to the quantum of the order or destination.
  - a) The rates quoted should be to deliver the supplies to the addressee at the destination to SIMS Hospital Shimoga /Institution at no extra cost to the purchaser.
  - b) No Tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rates quoted by him. Clerical error, typographical error, etc., committed by the Tenderers in the tender forms shall not be considered after opening of the tenders.

## **10. Earnest Money Deposit/ Bid security**

The Tenderer can pay the Earnest Money Deposit (EMD) of **1%** of items quoted in the Tender (Exclusive of Tax, Duties and other charges) in the e-Procurement portal using any of the following payment modes:-

- Credit Card
- Direct Debit
- National Electronic Fund Transfer (NEFT)
- Over the Counter (OTC)

OTC Designated Bank branches listed in **Annexure-II** can be obtained through website <http://eproc.karnataka.gov.in> in bidder section where a Tenderer can make a payment.

The Tenderer bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GOK’s central pooling a/c held at **ICICI Bank**.

EMD amount will have to be submitted by the tenderer taking into account the following conditions:

- a. EMD will be accepted only in the form of electronic cash (and not through Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI Bank until the contract is closed.
- b. The entire EMD amount for a particular tender has to be paid in a single transaction.
- c. The EMD money received for all the tenders floated through the e-Procurement platform will be collated and maintained in a central pooling account. For the time-period the EMD money is kept in the central pooling account.

### **REFUND OF EMD**

The EMD money will be kept in the central pooling account until the tender is awarded to the successful Tenderer.

Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful Tenderers will be refunded to the respective Bank a/c's of the Tenderer registered in the e-Procurement system.

### **11. SECURITY DEPOSIT AND CONTRACT.**

a) The Tenderer whose offer is accepted as L-I, L-II and L-III preferred tenders, on being informed, should execute a Contract Agreement on Karnataka Government Stamp Paper in duplicate of the value of Rs. 100-00 (Rupees Hundred Only – cost to be borne by the Tenderer) as provided by Article 5 of the schedule of Karnataka Stamp Act. A copy of the contract agreement will be given to the Tenderer. The Specimen form of agreement will be as per the **Annexure-XV**. In case L-I default in executing a Contract agreement within the next 15 days of acceptance of his tender his status as L-I will stand cancelled and L-II Tenderer will be invited to enter into Contract agreement consequently the EMD / SD of the L-I stand forfeited to SIMS, Shimoga.

b) Stamp duty in case of documents to be executed by the Government or on behalf of Government is exempted under section 3 of the Karnataka Stamp duty Act, 1957 (As per Government Letter No. HFW 152 HPC 2000 Dated: 12-01-2001).

c) The Successful Tenderer whose offer is accepted as lowest shall be required to pay a Security Deposit as detailed below:

#### **SECURITY DEPOSIT**

Total value of contract undertaken @ **5%** of contract value The Security Deposit should be furnished in respect of each contract on or before the due date fixed, in the form of Demand Draft/Bank guaranty drawn in favour of the Director, Shimoga institute of medical sciences, Shimoga payable at Shimoga, along with the agreement.

- d) The agreement along with the specified “**Security Deposit**” should be submitted within **FIFTEEN DAYS** from the date of receipt of the intimation of the Acceptance of Offer.
- e) Agreement not accompanied by the Security Deposit or any partial agreement deleting certain clauses/items, will not be accepted, and will be deemed as non-submission of agreement and violation of the Tender Condition and the Earnest Money Deposit of such Tenderers will be forfeited to the Shimoga institute of medical sciences, Shimoga without notice. Further, such Tenderer ceases to have any rights whatever in this regard with respect to his tender or the Contract issued thereon.
- f) i) The Earnest Money Deposit of such successful Tenderer, who fails to execute the Agreement / who fails to furnish the Security Deposit within the stipulated period / who furnishes partial agreement deleting / altering the specified clauses will be forfeited to the Shimoga institute of medical sciences, Shimoga and his tender will be rejected and the company will be Black Listed and he will be liable for all damages caused including the liabilities to pay any difference

between the prices accepted by him and those ultimately paid for the procurement of the items concerned by the Director, Shimoga institute of medical sciences, Shimoga. Such damages shall be assessed by the Director, Shimoga institute of medical sciences, Shimoga, whose decision is final in the matter.

- ii) The original agreement shall be with the Tendering authority. The Tenderer shall collect the signed copy of the agreement on his own. The purchaser will not be responsible for the loss of the copy not collected by them.
- g) Violation of any of the Clause of the Agreement shall be deemed as violation of Terms and Conditions of this Tender.
- h) The Bidder is permitted to claim the Security Deposit on completion of the contract Period or after executing all the supplies satisfactorily, whichever is later. The refund of the Security Deposit shall be subject to satisfactory performance of the contract as per the terms and conditions of the contract. The Security Deposit not claimed within three years from the date of expiry of the contract will be forfeited to the Shimoga institute of medical sciences, Shimoga without notice.

## **12. FALL CLAUSES**

1) The price quoted shall not in any case exceed the maximum wholesale ceiling price (bulk), if any, fixed by the Govt. of India / NPPA / State Government or the Whole Sale price fixed by the Tenderer for General Market. The Tenderer shall mention such fixed rates in the quotation sheet against each item quoted.

2) Request for price revision due to increase in Excise Duty will be considered only for such batch or batches of products, which have suffered such increase in Excise Duty. Correspondingly, the bidder shall pass on the benefit due to decrease in or exemption of excise duty, to the SIMS, Shimoga and should produce the 'Gate Pass' issued by the Excise department.

The Tenderer pleading for such price revision shall produce all the necessary comparative documents issued by the Competent Authority and shall also provide such additional information / documents which the Purchaser may desire for taking decisions.

3) Failure to notify the Purchaser to pass on such benefits due to decrease in Excise duty or Customs Duty (Wherever applicable) Exemption accorded shall entail disqualification of the Tenderer and forfeiture of the Security Deposit due if any and the firm will be Black Listed.

## **13. STANDARDS AND SPECIFICATIONS.**

- 1) The Drugs supplied shall conform to the Quality Standards including the standards specified for packing materials under Drugs and Cosmetics Act and Rules framed there under.
- 2) The Drugs shall be labelled as per provisions under Drugs and Cosmetics Act and the Rules made there under. The size of the label shall be proportionate to the size of the container.
- 3) The packing shall be in accordance with the General Specifications and Individual Specifications shown against the item in **Annexure-I**
- 4) Each consignment of supply shall be accompanied by Report of Tests and Analysis of batch / batches of Drugs & Disposables issued by authorized laboratories. Supplies, without Report / Reports of the Tests and Analysis as prescribed under Drugs and Cosmetics Act and the Rules made there under for each batch, will be rejected and will be deemed as "Not Supplied" even if the consignment is left in the premises of the Purchaser for whatsoever reason.

## **14. PACKING DETAILS**

1. HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items) should specifically indicate storage requirements on labels and on each and every container and should be transported in appropriate containers to ensure stability in transit from the point of shipment to the destination.
2. All packing must be tamperproof.
3. The Tenderer shall provide such packing for the goods including the outer bulk packs, required to prevent their damage or deterioration during handling and transit to their final destination as indicated in the orders.
4. The packing shall be strong enough to withstand without limitation, rough handling during transit and exposure to weather conditions.
5. The goods shall be packed using virgin packing materials in such a manner as to ensure delivery in good condition. The supplies packed in used / recycled containers will be rejected and such supply will be deemed as **Below Standard** supply and such company will be liable to be blacklisted.
6. Supplies with smudged, corrected, over-written or masked labels due to whatever reason will be rejected. The words **“S.I.M.S. SUPPLY NOT FOR SALE/ Govt. SUPPLY NOT FOR SALE”** printed should be such that they do not mask the contents of the label.
7. It should be ensured that only first use packaging material of uniform size including bottle and vial is used for making supplies.
8. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia and the Drugs & Cosmetics Act and rules.
9. **The final packing (shipper packing) in cartons should be as per Standard Operating Procedures (S.O.P). However it should not exceed 20 Kgs by weight, to enable easy handling.**
10. Stores should strictly confirm to the required specifications only failing which supply will be rejected.

## **15. Labels & Literature**

1. In case of products indicated with [#] mark, product literature must be provided with every unit pack. The product literature, in brief, shall state Chemical entity, Composition, Indications, Side effects, Toxicity, Safety assessed, doses, caution, warning, adverse reactions, special precautions, interaction with other drugs / food / habits.
2. The labels in case of injectables should indicate whether the preparation is for I.V/I.M/S.C / ID etc.
3. Packs containing Ampoules shall be supplied with Ampoule cutters with every unit pack @ 1 cutter file per 10 ampoules.

## **SPECIAL NOTE**

1. Every consignment of Blood and related products should be certified to be
  - a. AIDS Free
  - b. Hepatitis B Free.
2. Strips of Aluminium foils refer to gauge 04.
3. Aluminium foils as back material for blisters refer to gauge 04.
4. The rigid PVC used in blister packing should be of not less than 250 micron.
5. All glass bottles should be of new neutral glass.
6. All liquid orals should be provided with a measuring device.
7. All plastic containers should be made of virgin grade plastics.
8. Injection in vials should have a snap of seals.
9. The strips shall be Aluminium AL STRIP/AL BLISTERS with Aluminium foil back.

## **16. EXPIRY DATE:**

1. All HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items) must indicate the Date of Manufacture and date of Expiry. All drugs must arrive at the purchaser's point with a remaining shelf life of at least 80% (eighty percent) of the total stipulated shelf life of the product. In case, the product supplied is below 80% of shelf life it will be rejected. If at any time during performance of the Contract, the Supplier should encounter conditions impeding shelf life of products is less than 80%, the Supplier shall promptly notify the Purchaser in writing of the fact with justifiable reason , its likely cause(s). As soon as

practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, take up decision to except the goods.

2. The stocks of drugs having date of expiry should be replaced with fresh stocks from the latest batch if informed 3 months before the date of expiry to an extent of 100% of the total stocks so returned by such institutions.
3. Replacement should be made within 30 days from the date of intimation, failing which the equivalent amount will be recovered and the cost of destruction of the time expired drugs will be recovered from their pending bills / Security Deposit.

## **17. QUALITY, TESTING AND INSPECTION**

**a)** Purchaser reserves the right to test each batch or batches selected at random of the consignment received either at the time of receiving the goods or at any time during the shelf life of the product for test and analysis at any laboratory approved under the Drugs and Cosmetic Act and Rules notwithstanding the routine sampling that may be carried out by the Drugs Control and Regulatory authorities. The actual cost of testing will be deducted by SIMS, Shimoga for the above purpose from the respective Tenderers.

**b)** If the sample or samples is / are declared to be "NOT OF STANDARD QUALITY" OR SPURIOUS OR ADULTERATED OR MISBRANDED, such batch / batches will be deemed to have been rejected. If the samples do not conform to the statutory standards, the Tenderer will be liable for relevant action under the existing laws including prosecution.

i) In case, a batch tested declared as "Not of Standard Quality", the Tenderer shall supply a fresh stock of "Standard Quality" equivalent to the entire quantity of the batch supplied earlier, irrespective of the quantity available in stock, within 30 days from the date of receipt of such communication.

ii) The stock declared as "Not of Standard Quality" shall be destroyed by the purchaser after receipt of the fresh stock / 30 days and shall not be returned to the Tenderer under any circumstances.

iii) An amount equivalent to actual cost or as prescribed by the Pollution Control Board of the said batch supplied will be recovered from the Tenderer towards the expenses for destruction and disposal of above class of drugs.

**c)** The HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items) shall have the active ingredients as per the specifications throughout the shelf life period of the drug. The samples will be drawn periodically throughout the shelf life period for analysis.

**d)** In the event of the Tenderer failing to make good the rejected stocks, the security deposit furnished by the Tenderer shall be forfeited and in respect of the remaining damages, action under the existing laws will be initiated to recover such loss and also will be blacklisted.

**e)** In case fresh supplies are not delivered within 30 days as per clause b(1) above, the purchaser shall be free to purchase the identical item from any other alternative source or from the open market in the order of preference and recover the difference of cost from the Tenderer.

**f)** If any HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items) supplied by the Tenderer is partially or wholly used or consumed after supply and is subsequently found to be not as per specifications, inferior in quality or description or otherwise faulty or unfit for consumption, then the Drugs will be replaced by the Tenderer in addition to destruction of the remaining drugs as mentioned in clause b(i) & b(ii) above. If the payment for the supply has already been made for the particular batch / batches, then deduction will be made in the subsequent bills or by any other source.

**g)** The Tenderer should clearly understand that the decision of the Director, SIMS, Shimoga, or

any Officer authorized by him as to the quality of the supplied shall be final and binding.

#### **18. NOT OF STANDARD QUALITY-REGARDING.**

- a. In the event of communication from Drug Control Authorities / Government authorized testing labs that a batch of the consignment supplied is not of standard quality / spurious / adulterated / misbranded, the conditions stated in Para 17(b) above shall be applicable, irrespective of the test reports received earlier and shall be binding on the Tenderer.
- b. In the event of Tenderer failing to make good the loss due to such rejection incurred by the purchaser, security deposit will be forfeited and action under existing laws to recover the loss will be initiated. The Tenderer will be liable to be blacklisted besides recovering the loss.

#### **19. VALIDITY OF CONTRACT**

The rates quoted shall be valid for the period not more than 12 months from the issue of supply order extendable by 6 months from the date of issue of Award of Rate Contract.

#### **20. TENDER EVALUATION**

- a. The evaluation of the tender in Techno-Commercial Bid/ Price Bid (Cover – A & B) will be done as per the Karnataka Transparency in Public Procurement Act 2000 in the order of preference as under.

First Preference	- L-I
Second Preference	- L-II
Third Preference	- L-III

- b. The competent authority Director, SIMS, Shimoga will take a decision in consideration of the prevailing policy of the Government and the tender conditions, to award the status for each Tenderer with respect to each item as under: -

First Preference	L-I	Second Preference	L-II	Third Preference	L-III
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- c. The Director, SIMS, Shimoga will call upon the successful Tenderers, informing the acceptance of his tender for the item to execute the agreement and to furnish the Security deposit.
- d. The Director, SIMS, Shimoga will issue the list of successful Tenderers after getting the agreements and the Security Deposit from the successful Tenderers.
- e. If the L-I Tenderer fails to execute the purchase order, the purchaser shall opt for L-II and L-III and in the open market in the order of priority and the difference of cost (if any) will be recovered from the defaulting Tenderers as per clause (22).

#### **21. ORDERS AND DELIVERY SCHEDULES**

- i) **The Purchaser does not guarantee the quantity, which will be ordered. The quantity mentioned is only the tentative requirement and may increase or decrease as per the actual requirement.** No claims shall lie against the Director, SIMS, Shimoga in this regard. The rates quoted should not vary with the quantum of the order or the destination.
- ii) The Purchaser reserves the right to order for only such quantity as may be necessary and the Tenderer is bound to supply the ordered quantity only. Quantities supplied in excess will not be paid.
- iii) Supplies are to be made as per the delivery schedule and timings given by the purchaser.
- iv) The Tenderer is permitted to supply the full quantities of each item ordered within 30 days from the date of the supply order.
- v) If the supply of the full ordered quantity is not completed within the stipulated period, the



supplier will pay penalty as mentioned below.

30 – 45 days: 0.5% penalty on the belated supply of the order.

45 - 60 days: 1% penalty on the belated supply of the order

After 60 days: Liable for cancellation, blacklisting/forfeiture of EMD/SD without notice.

- vi) The order will stand cancelled at the end of 60th day after levying penalty on the value of unexecuted order. Penalties shall also thereafter apply to the Tenderer as specified in Clause 27. Apart from risk purchase action, the Tenderer shall also suffer forfeiture of the Security Deposit and shall invite other penal action like debarring from participating in both present and future tenders of SIMS, Shimoga without notice.

**vii) Delays in the Supplier's Performance**

1. Delivery of the Goods shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Order Copy.
2. If at any time during performance of the Contract, the Supplier should encounter conditions hindering timely delivery of the Goods and performance of the services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for delivery of goods with or without liquidated damages, in which case the extension shall be ratified by issuing an amendment to the Contract.
3. Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.
4. The supplier shall not despatch the goods after expiry of the delivery period. The supplier is required to apply to the purchaser for extension of delivery period and obtain the same before despatch. In case the supplier despatches the goods without obtaining an extension, it would be doing so at its own risk and no claim for payment for such supply and / or any other expenses related to such supply shall lie against the purchaser. As per GCC Clause (22.4).

**22. PENALTY CLAUSE:**

a) In case the supply is not completed fully as mentioned in Clause 20(e), the Purchaser reserves the right to cancel the order for non supplied quantity and proceed with the purchase of the same generically identical item from L-II or L-III or from the open market in the order of preference as specified under clause 20(e).

b) The difference of cost due to purchase from the next alternate source like L-II, L-III or open market in the same order of preference shall be recoverable from the Tenderer as under:

Difference of cost between L-I and L-II from L-I

Difference of cost between L-II and L-III from L-II

Difference of cost between L-III and open market from L-III.

c) In case L-II and / or L-III are not specified, the difference of cost shall be recoverable from L-I or L-II with reference to the purchase price as the case may be.

d) i) However, the Tenderer for the items to be imported is permitted to supply the entire quantity ordered within **30 days** from the date of receipt of order without penalty.

ii) For delay in supply of imported items beyond 30 days a penalty @ 0.5% on the belated supply of the quantity shall be recovered and the total time taken for supplies with penalty shall not

exceed 60 days from the date of receipt of the supply order. If the supply exceeds 75 days the Tenderer is liable for cancellation, blacklisting / forfeiture of S.D without notice.

- iii) Non-supply within the stipulated period will entail the purchaser to purchase the same generically identical item from any other source as per clause “a” above and the difference of cost, if any, shall be recovered from the defaulting Tenderer as per clause “b” above.

### **23. STAGGERED SUPPLY:**

- a) The Tenderer should accept the supply orders for any item for staggered supply, with stipulated time schedules for supplies and submit separate Bills for payment for each supply.
- b) The purchaser reserves the right to proceed with the risk purchase from the alternate source in case the supplies are not delivered on time and the difference of cost including the incidental charges if any will be recovered from the Tenderer.
- c) Supplies under staggered supply order should be delivered immediately on time as specified in the schedule.

### **24. PAYMENT CLAUSE**

- a) No advance payment will be made towards the supply. Payment will be made only after the supplies are affected as per the supply order.
- b) Payments towards the supply of drug will be made strictly as per rules of the Shimoga institute of medical sciences, Shimoga.
- c) No claims shall lie against the Shimoga Institute Of Medical Sciences, Shimoga in respect of interest on Earnest Money Deposit or on Security Deposit.
- d). Payment will be made on receipt of satisfactory supply report from the concerned authority.

### **25. REPLACEMENT OF ITEMS**

- a) Items supplied in damaged or soiled condition or found “Not in conformity” with the accepted specification, will not be accepted and should be replaced at no extra cost to Shimoga institute of medical sciences, Shimoga. WITHIN 30 DAYS FROM THE DATE OF RECEIPT OF INTIMATION, failing which, 3% penalty will be levied for the belated supplies made within another 30 days.
- b) If the replacements are not affected even within the above penal period, the purchaser will be free to proceed with the purchase from alternate sources as per Clause 22 above.
- c) Items declared as “Not of Standard Quality” by the competent authorities like Bureau of Indian Standards, Drugs Controller or the like, should also be replaced at no extra cost to the Shimoga institute of medical sciences, Shimoga. WITHIN 30 DAYS FROM THE DATE OF RECEIPT OF INTIMATION failing 3% penalty will be levied for the belated supplies made within another 30 days, failing which the purchaser shall be free to proceed with the purchase from alternate sources as per Clause 22 above.
- d) In case of dispute, regarding the non-conformity with the specifications, the decision of the Director, Shimoga institute of medical sciences, Shimoga will be final.

### **26. DISQUALIFICATION CRITERIA**

**Failure to comply with the Contract provisions will entail disqualification of the Tenderer and his firm from participating in any of the tenders of this Institution for the next five years, besides immediate termination of the existing contract.**

- a) In the event of supplies failing in quality test, the purchaser reserves the right to purchase from alternate source.
- b) Further, the Director, Shimoga institute of medical sciences, Shimoga reserves the right to cancel the contract and forfeit all the dues and deposits of the Tenderer if the quality failure occurs recurrently and if the quality failure happens to be of grave nature affecting the life or

quality of life. This shall be, however, notwithstanding any other action that might be proceeded with, under the law.

c) Such firms may be liable to be blacklisted for 5 years beginning from the year, in which defective supply was detected notwithstanding any action under the Drugs & Cosmetics Act, and the matter will be notified to the Drugs Controller for necessary action.

## **27. BLACK-LISTING OF DEFAULTING TENDERERS:**

a) The Tenderers who have been declared as de-registered/debarred/Black listed, either by central or any State Government/DGS&D, even after the award of Contract shall be treated as non-responsive Tenderers.

b) The Purchaser reserves the right to BLACK LIST any Tenderer either in whole or in part limiting to specified product / products, for breach of any of the Terms and Conditions of the tender.

c) Such BLACKLISTED TENDERER AND HIS ESTABLISHMENT will not be eligible to participate in any of the SIMS Hospital Tenders for subsequent 5 years.

d) In the event of tendered supplies

**(i) If four / more than four products of a firm fails in the quality tests then that firm will be blacklisted.**

**(ii) If four / more than four batches of a product fail in the quality tests then that product of that firm will be blacklisted.**

e) If a firm is awarded only one product and two / more than two batches of that product fails in the quality tests then such firm will be blacklisted.

f) Such firms / products will be blacklisted for five years beginning from the year following the one in which defective supplies were detected and contract with the such Tenderer will be suspended and purchases will be made from alternative source. The Tenderer shall also be liable for action under criminal law and the matter shall be notified to the Drug Controller of the concerned state, also all the deposits and dues of such Tenderers/ Contractors shall be forfeited to the Shimoga Institute Of Medical Sciences, Shimoga.

**The Purchaser reserves the right to BLACK LIST any tenderer for the following reasons:**

- i. Abnormal under-quoting to sabotage the process.
- ii. Non-executing of agreement and the Security deposit when his offer/s is/are accepted.
- iii. Submission of false documents to get declared as responsive.
- iv. Canvassing through whatever means to get his tender approved.
- v. Indulging in corrupt practices like offering incentives / inducements / coercion etc. to seek favour of approval.
- vi. Interfering in the process of evaluation through submission of false documents on other tenderer/s.
- vii. Bringing extraneous pressure on the officers or officials to get his tender declared responsive.
- viii. Any other activity which would affect / interfere with the evaluation process.
- ix. Supply of spurious drugs.
- x. Supply of items of substitute make other than that mentioned in the tender and uploaded tender as sample with the tender.
- xi. Recurrent supply of **Not of standard** items.
- xii. Supply of DRUGS packed in used / recycled containers.
- xiii. Recurrent delay in supplies.
- xiv. Indulging corrupt practices either to get supply order/s or to get the payment for supplies.
- xv. Bringing extraneous pressure on officers / officials to place supply orders.
- xvi. Recurrent supply of items in packing materials of poor quality.
- xvii. Supply of quantity less than that claimed on the label.
- xviii. Canvassing to generate indents.

The Firms / Manufacturers who have been notified as BLACKLISTED by the Central or any State Government are not eligible for participation in this tender. Such tenders will be rejected even if received.

- g. If the Tendering authority comes to know of such Blacklisted status of the Firm subsequent to the opening of the Tender / Acceptance of the Tender / Awarding of the Contract, all the deposits and dues of such Tenderers/ Contractors shall be forfeited to Shimoga Institute Of Medical Sciences, Shimoga and such firms will be liable for Blacklisting.
- h. Shimoga Institute Of Medical Sciences, Shimoga reserves the right to reject the tender of blacklisted companies and those companies whose past performance with SIMS, Shimoga / any similar agencies/ Health Institutions was poor due to delayed and erratic supplies, frequent quality failures etc.

## **28. TERMINATION OF CONTRACT UNDER SPECIAL CIRCUMSTANCES**

The Purchaser may without prejudice to any other remedy for breach of Terms and Conditions of Tender, by written notice of one month, terminate the contract either in whole or part, stating reasons thereof.

## **29. DISPUTES AND JURISDICTION**

In the event of any dispute arising out of the Terms and Conditions of the tender, such disputes would be subject to the jurisdictional courts in Shimoga, Karnataka.

## **30. SAVING CLAUSE PROTECTION OF ACTION TAKEN IN GOOD FAITH**

No suit, prosecution or any legal proceedings shall lie against the purchaser or SIMS, Shimoga or any person for anything which is done in good faith or intended to be done in pursuance of this Tender including the tendered quantity of the items notified.

## **31. SPECIAL NOTE**

1. ALL SUPPLIES SHOULD ACCOMPANY ORIGINAL DELIVERY NOTE OR INVOICES AND THE TEST REPORTS.
2. PHOTOCOPIES / FAX COPIES OF THE DELIVERY NOTE OR THE INVOICE WILL NOT BE ACCEPTED.
3. NO COMMERCIAL INVOICES WILL BE ACCEPTED FOR THE EXCISABLE PRODUCTS.
4. GOOD NON ABSORBABLE PAPER SHOULD BE USED FOR THE DELIVERY NOTE AND THE INVOICES.
5. THE MATTER PERTAINING TO THE SUPPLIES SHOULD BE EITHER PRINTED OR TYPEWRITTEN OR LEGIBLY HAND WRITTEN ON THE DELIVERY CHALLAN OR THE INVOICE.
6. THE DELIVERY CHALLAN OR THE INVOICE SHOULD NOT CONTAIN ANY MATTER ON ITS REVERSE SIDE.
7. THE LABEL OF THE ITEM SUPPLIED UNDER THE CONTRACT SHALL NOT CARRY THE M.R.P.
8. THE GENERIC NAME OF THE ITEM SHOULD BE AS BOLD AS THE TRADE NAME, IF ANY.THERMO SENSITIVE DRUGS WHICH ARE TO BE STORED IN REFRIGERATORS SHOULD BE SUPPLIED UNDER SUITABLE COLD CHAIN SYSTEM ONLY.
9. ONLY PERMITTED COLOUR OF THE AMPOULE / VIAL SHOULD BE USED.
10. ALL DOCUMENTS OF DRUGS MOVEMENT LIKE DELIVERY NOTE / CHALLAN, BILL / INVOICES SHOULD CARRY THE GENERIC NAME WITH TRADE NAME IF ANY, MAKE, BATCH NUMBER, DATE OF MANUFACTURE AND EXPIRY DATE.  
**THE PURCHASER SHALL RESERVE THE RIGHT TO PURCHASE THE DRUGS.**
11. **OVER AND ABOVE THE QUANTITY MENTIONED IN THIS TENDER, DURING THE CONTRACT PERIOD.**
12. IN ALL THE ABOVE CONDITIONS, THE DECISION OF THE DIRECTOR, SHIMOGA INSTITUTE OF MEDICAL SCIENCES, SHIMOGA, SHALL BE FINAL

- AND BINDING.
13. THE UPLOADED TENDER DOCUMENT SHALL CONTAIN ALL THE PAGES SIGNED BY THE AUTHORISED SIGNATORY, ALONG WITH THE RESPECTIVE ANNEXURES AS MENTIONED UNDER VARIOUS CLAUSES AND SUB CLAUSES OF THE TENDER DOCUMENTS.

**(On Firm/Company Letter Head)**  
**Shimoga Institute Of Medical Sciences, Shimoga**

No: SIMS/PRCU/TNDR/HNS/1/2025

DATED: 18-06-2025

**ANNEXURE –I**

**Schedule I:**

Drugs

**(Ref-Section - II Clause No. 1.1(b))**

**DESCRIPTION OF ITEMS**

**The list of items viewed in e-portal**

<b>Hospital Necessities &amp; Disposables Required for 2024-25 Re-tender</b>				
<b>S No</b>	<b>Item Name</b>	<b>Unit</b>	<b>Qty. Required for 2024-25 e-tender</b>	<b>Remarks</b>
1	Coblation wand for Tonsillectomy ArthroCare Machine	1x1	<b>50</b>	
2	Cutting Loop Turp Semi Circle	1x1	<b>40</b>	
3	Capsule Tension Ring 12 x 10	1x1	<b>10</b>	
4	Capsule Tension Ring 13 x 11	1x1	<b>10</b>	
5	Arterial doom	1x1	<b>50</b>	
6	Bipolar cautery Non sticky cable fine tip plastic surgery for SPARK 400 Machine	1x1	<b>10</b>	

7	Sterilization sealing covers	1x1	<b>5</b>	
8	Endotracheal Tube No 2 5 Microcuff 10 microns	1x1	<b>200</b>	
9	Multi parameter Indicator Ethylene Oxide Class 4 Length 101mm X Width19 mm	1x1	<b>500</b>	
10	Hamilton Disposable flow sensors for Ventilator for Hamilton Machine	1x1	<b>100</b>	
11	Disposable Irrigation Aspiration Cannula IA 23 G	1x1	<b>2500</b>	
12	Disposable Spinal needle 11 cm 23 G	1x1	<b>50</b>	
13	Disposable Spinal needle 12 cm 15 G Long	1x1	<b>100</b>	
14	Grommet shah type Adult	1x1	<b>50</b>	
15	Grommet shah type Paeditatric	1x1	<b>50</b>	
16	Fiber wire No 2 Taper point 26 5 mm needle 1 2 circle 95 cm length	1x1	<b>200</b>	
17	Fiber wire No 5 Taper point 48 mm needle 1 2 circle 95 cm length	1x1	<b>200</b>	
18	Liver biopsy needle	1x1	<b>20</b>	
19	Nasal pack 2000 cells 8 cm with airways	1x1	<b>100</b>	
20	Needle Crico Thyrotomy Sets	1x1	<b>12</b>	
21	Microlaryngeal Endotracheal Tube No 5 5	1x1	<b>50</b>	
22	Merocel Pack with Ventilation Tube No 8	1x1	<b>100</b>	
23	Merocel Pack with Ventilation Tube No10	1x1	<b>100</b>	

24	Micro laryngeal surgery tube cuffed size 5 5 mm ID	1x1	<b>10</b>	
25	Lacrimonal Intubation Set	1x1	<b>10</b>	
26	Lithotriptor Probe 5 mm	1x1	<b>50</b>	
27	Lithotriptor Probe 3 mm	1x1	<b>30</b>	
28	Silicon blocks 5 x 3 x 1 cms	1x1	<b>5</b>	
29	Plaster of paris powder in kg 25 kg bag	1x1	<b>1</b>	
30	Patch Test kit systopic Indian standard series Dermatology	1x1	<b>2</b>	
31	Tracheostomy tube above cuff suction soft seal cuff No 6 5	1x1	<b>100</b>	
32	Stokinnette 5 cm x 25 m	1x1	<b>10</b>	
33	Spring Nasal prong Fisher & Paykel	1x1	<b>200</b>	
34	Ventilator circuits for FP950 humidifier	1x1	<b>100</b>	
35	Coblation wand for Tonsillectomy ArthroCare Machine	1x1		
36	Amplatz sheath Teflon 22G 20cms	1x1	<b>20</b>	
37	Circuit Reservoir Bags 3 0 Ltrs	1x1	<b>10</b>	
38	CVP measuring transducer sets	1x1	<b>100</b>	
39	Disposable Adhesive drapes 160 x 175 cm	1x1	<b>1000</b>	
40	Cervical spatula and cytobrush	1x1	<b>2500</b>	
41	Cotton Ear Buds 1 X 100	1x1	<b>100</b>	
42	Disposable Cautery Plate with Disposable	1x1	<b>1000</b>	

	Cautery Pencil ERBE Machine.			
43	Disposable Cautery Plate with Disposable Cautery Pencil COVIDIEN Machine	1x1	<b>1000</b>	
44	Bougie Reusable 10 70 cms Paediatric Size	1x1	<b>20</b>	
45	Bougie Reusable 15 70cms Adult Size	1x1	<b>20</b>	
46	Carbolic Acid 99 500ml	1x1	<b>500</b>	
47	Arterial Blood Sampling syringe 1 ml	1x1	<b>2000</b>	
48	Amplatz sheath Teflon 28G 20cm	1x1	<b>20</b>	
49	Amplatz sheath Teflon 30G 20cm	1x1	<b>20</b>	
50	Disposable Corrugated Drainage sheets	1x1	<b>300</b>	
51	Steam flat sterilization Roll 25 cm x 200 mt.	1x1	<b>10</b>	
52	Endotracheal Tube No 3 Microcuff 10 microns	1x1	<b>300</b>	
53	Endotracheal Tube No 3 5 Microcuff 10 microns	1x1	<b>400</b>	
54	Endotracheal Tube No 4 Microcuff 10 microns	1x1	<b>300</b>	
55	Endotracheal Tube No 4 5 Microcuff 10 microns	1x1	<b>350</b>	
56	Endotracheal Tube No 5 Microcuff 10 microns	1x1	<b>100</b>	
57	ECG Paper Roll BPL Sn GUMB81147	1x1	<b>200</b>	



	Relife 900 Biphasic Defibrillator			
58	ECG Paper Roll NIHON KOHDEN MODELITEC 5631 Sn 17288 Defibrillator	1x1	<b>100</b>	
59	Emulating Indicator 7A Steam Length 38mm x Width 38 mm 121degree Centigrade for 20 minutes or 134 degree Centigrade for 7 minutes Changes color from Purple to Green	1x1	<b>600</b>	
60	Record labels Ethylene Oxide Length 29mm X Width 29mm	1x1	<b>500</b>	
61	Multi parameter Indicator Steam Class 4 Length101mm X Width 19 mm	1x1	<b>500</b>	
62	External Lumbar Drynager System	1x1	<b>5</b>	
63	Infant delivery system BC 161	1x1	<b>100</b>	
64	Epidural Full kit Paediatric with flat filter with needle with catheter with LOR syringe 19 G	1x1	<b>100</b>	
65	Epidural Full kit with Epidural Catheter Epidural Needles Filters and LOR Syringes 16 G	1x1	<b>50</b>	
66	Safety kit for Examination SPECIFICATION DETAILS AS IN TENDER DOCUMENT	1x1	<b>200</b>	
67	Magills Forceps Adults	1x1	<b>20</b>	
68	Magill Forceps Paediatrics	1x1	<b>20</b>	
69	Magills Forceps Infants	1x1	<b>20</b>	

70	Microlaryngeal Endotracheal Tube No 5	1x1	<b>100</b>	
71	Microlaryngeal Endotracheal Tube No 6	1x1	<b>100</b>	
72	McCoy Blade No 3	1x1	<b>5</b>	
73	McCoy Blade No 4	1x1	<b>5</b>	
74	McCoy Blade No 5	1x1	<b>5</b>	
75	Laryngoscope set Adult 4 Blade set	1x1	<b>10</b>	
76	Red Rubber catheter No 8s	1x1	<b>100</b>	
77	Red Rubber catheter No 12s	1x1	<b>100</b>	
78	Screw dilator 12FR 25cm	1x1	<b>5</b>	
79	Screw dilator 14FR 25cm	1x1	<b>5</b>	
80	Skin Graft down s blade	1x1	<b>100</b>	
81	Prone Head rest	1x1	<b>10</b>	
82	Red Rubber catheter No 10	1x1	<b>100</b>	
83	Red Rubber catheter No 13	1X1	<b>100</b>	
84	Paediatric Double lumen HD catheter Kit 10 FR x 15 cm with 1 1 / 1 2 PM and 300 ML FR ml	1x1	<b>16</b>	
85	Thomas splint for fracture femur in different sizes	1x1	<b>10</b>	
86	Sterile Transport Culture swab sticks	1x1	<b>10000</b>	
87	Stubby Handle Short handle laryngoscope	1x1	<b>5</b>	
88	Suction Tubing 8 mm ID x 25 Mtr	1x1	<b>10</b>	
89	Skin traction kit Non adhesive with metal	1x1	<b>100</b>	

	pulley			
90	South pole RAE tubes oral PVC with soft seal cuff size 3 Microcuff	1x1	<b>50</b>	
91	South pole RAE tubes oral PVC with soft seal cuff size 3 5 Microcuff	1x1	<b>50</b>	
92	South pole RAE tubes oral PVC with soft seal cuff size 4 Microcuff	1x1	<b>50</b>	
93	South pole RAE tubes oral PVC with soft seal cuff size 4 5 Microcuff	1x1	<b>50</b>	
94	Wound care solution-500ml Hypochlorous acid 0 003 sodium hypochlorite 0 004 electrolysed water 99 97 500 ml	1x1	<b>500</b>	
95	Ureteric Catheter Size No 6Fr	1x1	<b>100</b>	
96	Bain Circuit Adults	1x1	<b>50</b>	
97	Disposable Guedel Air Ways No 0	1x1	<b>100</b>	
98	Diapers Adult	1x1	<b>1500</b>	
99	ECG Paper Roll 12 Channel Size 210 mm X 20 mtrs Category Electrocardiograph Model SMECG 05 Input AC 100 240 V 50 60 Hz 30W s Product Name TB EESG 0065	1x1	<b>150</b>	
100	ECG Paper Rolls 6208 View	1x1	<b>1000</b>	
101	ECG Paper Rolls 9108 D Z Fold	1x1	<b>1000</b>	
102	ECG Paper Rolls 9108 Z Fold	1x1	<b>1000</b>	
103	ECG Paper Roll 6 Channel Size 110 mm x	1x1	<b>150</b>	

	20 mtrs Philips TC 10 CN82118606			
104	Durapore 1 inch	1x1	<b>200</b>	
105	Disposable Infant Feeding Tube 5 G with Cms marking	1x1	<b>5000</b>	
106	Disposable Infant Feeding Tube 6 G with Cms marking	1x1	<b>5000</b>	
107	Disposable Infant Feeding Tube 8 G with Cms marking	1x1	<b>2000</b>	
108	Disposable Triple layer Mask Tying Type not Elastic	1x1	<b>200000</b>	
109	Intercostal chest drain Tubes No 30s	1x1	<b>500</b>	
110	Intercostal chest drain Tubes No 32	1x1	<b>500</b>	
111	Formaline Solution 5 liters	1x1	<b>150</b>	
112	Microporous Hypoalllergenic Surgical Tape 1 Inch x 9 Mtrs	1x1	<b>20000</b>	
113	Microporous Hypoalllergenic Surgical Tape 1 2 Inch x 9 Mtrs	1x1	<b>10000</b>	
114	Microporous Hypoalllergenic Surgical Tape 2 Inch x 9 Mtrs	1x1	<b>1500</b>	
115	Nasal Prongs Adult Disposable	1x1	<b>5000</b>	
116	Savlon Liquid 1000 ml	1x1	<b>150</b>	
117	Povidone Iodine Scrub Lotion 7 5 500 ml	1x1	<b>1200</b>	
118	Pressure Infusor bag 0 5 Litre	1x1	<b>5</b>	
119	Pressure Infusor bag 1 0 Litre	1x1	<b>5</b>	

120	Surgical Spirit 400 ml	1x1	<b>1500</b>	
121	Tissue paper rolls 200 gm	1x1	<b>15000</b>	
122	Sterile Disposable Syringes without needle 50 ml	1x1	<b>20000</b>	
123	Skin traction kit Medium	1x1	<b>5000</b>	
124	Umbilical Cord clampes	1x1	<b>5000</b>	
125	Urothral catheters 6 Fr	1x1	<b>10</b>	
126	Wipes Chlorhexidine plus glycerin plus propylene glycol 320 x 320	1x1	<b>300</b>	
127	Unsterile Disposable examination gloves Large	1x1	<b>100000</b>	
128	Unsterile Disposable examination gloves Medium	1x1	<b>150000</b>	

## **LIST OF ICIC BANK AS PER E-PORTAL**

### **ANNEXURE – III**

(Ref. Section II Clause No.2.A- 5)

## **SALES TAX CLEARANCE CERTIFICATE**

This is to certify that M/s .....who is a registered dealer under VAT Act/ GST Act with regarding ..... having VAT TIN NO/ GST No.....& CST TIN NO./GST No. ....has fixed Sales Tax return and tax cleared up to 31-03-2022 and no dues are outstanding for the said period.

Signature & Seal  
of the Commercial Tax Authority.

## **ANNEXURE -IV**

**(Ref.Section II - Clause 2.A-6)**

### **ANNUAL TURN OVER STATEMENT**

**Ref:- No:**

**Dated:**

**The Annual Turnover of M/s. \_\_\_\_\_**

**for the past three years are given below and certified that the statement is true and correct.**

<i>Sl.No.</i>	<i>Financial years</i>	<i>Turnover in Lakhs (Rs)</i>
	2022 – 2023 (31-03-2023)	-
	2023 – 2024 (31-03-2024)	-
	2024 – 2025 (31-03-2025)	-
Total -		Rs. _____ Lakhs.

**Date:**

**Signature of Commercial Tax Officer/ Chartered Accountant**

**Seal:**

**(Name in Capital)**

## **ANNEXURE - VI**

**(Ref. Section II -Clause No.2. A-11)**

### **NON CONVICTION CERTIFICATE**

**No: SIMS/PRCU/TNDR/HNS/1/2025**

**DATED: 18-06-2025**

This is to certify that M/s..... located  
at.....have been granted license in Form No.  
..... bearing No. .... UNDER THE  
PROVISIONS OF Drugs & Cosmetics Act 1940 & Rules there under and that the said manufacturer has  
not been convicted for violation of provisions of Drugs & Cosmetics Act 1940 & Rules there under.

Signature

Seal of the certifying authority.

Place:

Date:

## ANNEXURE-VIII

(Ref. Section II -Clause No.2. A-13)

### MANUFACTURERS' AUTHORIZATION FORM\*

No: SIMS/PRCU/TNDR/HNS/1/2025

DATED: 18-06-2025

To,

The Director,  
Shimoga Institute Of Medical Sciences,  
Shimoga.

Dear Sir:

We \_\_\_\_\_ who are established and reputable manufacturers of \_\_\_\_\_ having factories at (Address of the Factory) \_\_\_\_\_ do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a tender, and sign the contract with you for the supply of HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items) manufactured by us against the above Tender Notification of Shimoga Institute Of Medical Sciences (SIMS), Shimoga.

No \_\_\_\_\_ company \_\_\_\_\_ or \_\_\_\_\_ firm \_\_\_\_\_ or \_\_\_\_\_ individual \_\_\_\_\_ other than M/s \_\_\_\_\_ are authorized to tender, and conclude the contract for the above **Drugs** manufactured by us, against this specific Tender.

We hereby extend our full assurance as per Tender of the Section-I, Section-II and General Conditions offered for supply by the above firm against this Tender.

Yours faithfully,

(Person Name)

(Name of Manufacturer Company)

With seal & Signature

(Note:-This letter of authority should be in original on the letter head of the Manufacturer and should be signed by a person competent authority of the Manufacturer. It should be included by the Tenderer in its Tender).



**ANNEXURE- IX PART-I**  
**TENDER OFFER FORM**

(Ref. Section II-Clause No. 2A-14 (a))

No: SIMS/PRCU/TNDR/HNS/1/2025

DATED: 18-06-2025

To,

The Director,  
Shimoga Institute Of Medical Sciences,  
Sagara Road Road,  
Shimoga -577201.

Affix the  
photograph of the  
person signing the  
document  
attested by a  
Gazeted  
Officer/Notary

Sir,

Having examined the tender documents in connection with the Supply of Hospital HNS Items (Syringes, IV Cannula, Bandage cloth & Other Items) Items to your department under Bulk Purchase with staggered supplies for one year (Extendable for Six Months) called by you, I / We, the undersigned offer to supply and deliver the above said items in conformity with the terms and conditions of the tender at the rates quoted in the Annexure if the contract is awarded in my / our favour.

I / We understand that the quotation offered shall be valid for not more than 12 months (1 Year) from the date of award of tender and may be extended for 6 months.

I / We undertake if our quotation is accepted, I / We will enter into contract to deliver the goods in accordance with the delivery schedule.

I / We agree to abide by this tender for the specified period.

I / We undertake to submit Security Deposit amount in accordance with the terms and conditions of the tender if our offer is accepted.

I / We understand that you are not bound to accept the lowest or any quotations you may receive.

<b>Date:</b>		<b>Signature:</b>	
<b>Place:</b>		<b>Name in Capital</b>	
<b>Phone No:</b>	<b>Fax No:</b>	<b>Capacity *:</b>	
		<b>Seal of the firm:</b>	
<b>Name and Address &amp; Phone No.</b>	<b>Official:</b>	<b>Residential:</b>	
<b>of the person signing the tender form:</b>			
	<b>Ph:</b>	<b>Ph:</b>	

**(Ref. Section II-Clause No.2.A-14 (b))**

Date	Signature
Place	[ ]
	Name in capital
	Seal of the Firm/Company.

## **ANNEXURE - X**

(Ref. Section II- Clause No.2.A-15)

### **List of HNS quoted under this Tender**

**No: SIMS/PRCU/TNDR/HNS/1/2025**

**DATED: 18-06-2025**

<b>Sl No</b>	<b>Item Code</b>	<b>Name of the Drugs quoted</b>	<b>Pharmacopeal Specification</b>	<b>Name of the Manufacturer (Only One)</b>

Signature and Seal of the Tenderer:-----

## **ANNEXURE-XII**

(Ref. Section II -Clause No.2.A-19)

### **LIST OF ITEMS SUPPLIES STATEMENT FOR THE LAST THREE YEARS (2022-23, 2023-24, 2024-25)**

No: SIMS/PRCU/TNDR/HNS/1/2025

DATED: 18-06-2025

Name of the Firm: \_\_\_\_\_

Orders placed by (full address of purchaser)	Order No. & Date	Description and qty. of goods ordered	Value of Order	Date of Completion of Delivery As per contract / Actual	Remarks indicating reasons for late delivery, if any	Have the Hospital Disposables Items (HNS)satisfactorily being used?
1	2	3	4	5	6	7

Signature and Seal of the Tenderer: \_\_\_\_\_

## **ANNEXURE- XIII**

**(General conditions Clause 8)**

### **FORMAT FOR SUBMISSION OF SAMPLES**

**No: SIMS/PRCU/TNDR/HNS/1/2025**

**DATED: 18-06-2025**

<i><b>S.I. No.</b></i>	<i><b>CODE</b></i>	<i><b>NAME OF THE ITEM</b></i>	<i><b>QUANTITY OF SAMPLE SUBMITTED</b></i>	<i><b>NAME OF THE MANUFACTURER</b></i>	<i><b>REMARKS</b></i>

Total No. of Samples submitted:

Place:

Total No. of Attachments used:

Date:

**Signature with seal**

**Acknowledgement of the person**

**Receiving the sample/s with date and seal**

Note: If the space provided is inadequate, use additional sheet/s and ensure that the format is the same. If more than one sheet is used, each page shall be serially numbered and signed in full and at the end the number of sheets used shall be indicated in figures and words and total number of items quoted shall also be mentioned in words and figures.

## **ANNEXURE - XIV**

(General conditions Clause 8)

### **QUANTITY OF SAMPLES TO BE SUBMITTED**

No: SIMS/PRCU/TNDR/HNS/1/2025

DATED: 18-06-2025

S.I. No.	Form / Category	Quantity of Samples
1	Vials	1x1 Vials
2	Tabs/Caps	1X10X02 Strips
3	Packets like powders etc	1X1 Nos.
4	IV Infusions including Antibacterial and Antibiotic infusions	1X1 Unit Packs
5	Ointment Tubes	1X1 Tubes
6	Ampoules	1X3 Ampoules
7	Liquids in bottles with PP caps	1X1 Unit Packs
8	Miscellaneous items	1X1 Unit Packs
9	Any form / category not covered above	01 Unit Packs
10	If the packing size is more than 5 ltrs.	Samples in 5 Ltr. Packing along with labels can be submitted in case of bulk packing.

### **Performance Certificate.**

This is to certify that -----has supplied ----- to this Institution during ----- as per terms and condition & their service is satisfactory.

Director/Dean  
Shivamogga Institute of Medical Sciences,  
Shivamogga.

# **ANNEXURE - XV**

**(General conditions Clause-11)**

## **CONTRACT FORM**

**No: SIMS/PRCU/TNDR/HNS/1/2025**

**DATED: 18-06-2025**

THIS AGREEMENT made on the .....day of.....2019 between .....(Name of Purchaser with full address) of .....(Country of Purchaser) (Hereinafter called "the Purchaser") of the one part and .....(Name of Supplier) of .....(Full address of Supplier) (Hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., (Brief Description of Goods and Services) and has accepted a Tender by the Supplier for the supply of those goods **Drugs** in the sum of ..... (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 meanings 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 Tender Form and the Price Schedule submitted by the Tenderer;
  - (b).The Schedule of Requirements;.
  - (c).The Section-I Invitation for Tenderers.
  - (d). The Section-II Terms and Conditions.
  - (e).The General Conditions of the Tender.
  - (f).The Special Conditions of Tender; and
  - (g).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 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.
5. Items described and listed in detail in this Tender and in which awarded to us, on Contract basis for a period of 12 months extendable by six months from the date of issue of this Contract Form.

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

Sl No	Brief Description of Goods & Services	Tentative Quantity to be supplied	Name of the Brand/Manufacturer	Unit Price	Total Price	Delivery Terms

**Total Value:**

**Refer Delivery**

**Schedule:**

**IN WITNESS** whereof the parties hereto 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:.....

Signed, Sealed and Delivered by the said  
..... (For the Supplier) in the  
presence of:  
.....

## **ANNEXURE - XI**

**(Ref. Section II- Clause A-18)**

## **FORMAT OF F.F.S.TECHNOLOGY CERTIFICATE**

**No: SIMS/PRCU/TNDR/HNS/1/2025**

**DATED: 18-06-2025**

This is to certify that M/s. ....located at  
.....have been granted license in form  
no.....bearing no.....to manufacture the following preparations.

Sl. No.	Name of the Preparations

It is further certify that the said manufacturer uses F.F.S. (The whole operation of Form, Filling & Sealing occur simultaneously on the same machine in single cycle) Technology in the manufacture of above preparation.

**Signature**

**Seal of Certifying Authority.**



### **SPECIAL CONDITION**

- 1) Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.
- 2) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka
- 3) The Bidder shall ensure credit of Tender Processing Fee and EMD into the respective receiving bank accounts of e-Procurement on or before the last date of bid submission.
- 4) The tenderer is required to ensure browser compatibility of the computer well in advance to the last date and time for receipt of tenders. The departments shall not be responsible for non-accessibility of e-Procurement portal due to internet connectivity issues and technical glitches.
- 5) All the terms and conditions as per Tender Document.

Sd/-

Director/Dean

Shivamogga Institute of Medical Sciences,  
Shivamogga.