

TATA MEMORIAL CENTRE

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Dispensary Procurement Cell

**TENDER NOTICE FOR LOCAL PURCHASE**

**Quotation for Local Purchase of Drugs & Surgical items for 2015-17**

The Tata Memorial Hospital is a leading tertiary cancer care centre, using medicine and surgical consumables for the use for patients. Most of these items are procured on Rate Contract basis.

However in case of emergency we intend to source the items from local retail outlets. To ensure prompt supply we intend to enter into a Rate Contract with a retail outlet within 2 km radius of Tata Memorial Hospital for Local Purchase

You have been invited to quote for supplying required items under local purchase of Drugs & Surgical items with terms and conditions and submit it to Dispensary Procurement Cell , Basement, Main Building, Tata Memorial Hospital on or before:- **09/06/2015 by 3:30 P.M.**

Encl: Terms & Conditions.

## **TERMS AND CONDITIONS**

FOR THE SUPPLY OF MEDICAL & SURGICAL ITEMS ON RATE CONTRACT BASIS FOR A PERIOD OF TWO YEARS COMMENCING FROM 01<sup>ST</sup> July 2015 TO 30<sup>th</sup> June 2017.

1. Tender must be submitted in sealed covers addressed to the Director, Tata memorial Centre, Dr.E.Borges Marg, Parel, Mumbai-400 012.

### **General terms of the Tender:-**

2. The Ernest money Deposit Rs.10,000/-(Rupees Ten thousand only) must be paid by cash or by Demand Draft drawn in favor of Tata Memorial Centre, payable at Mumbai. A copy of receipt for the EMD must be enclosed along with the tender document.
3. All the vendors must disclose the name of their partners if any. Firm with common proprietor/Partner or connected with one another either financially or as principal and agent or master and servant or with proprietor/partners closely related to each other such as husband, wife, father/mother, son/daughter and minor son/daughter and brother/sister and minor brother/sister, shall not tender separately under different names for same contract. If so found, all such bid(s) shall stand rejected and tender deposit of each firm/establishment shall be forfeited.
4. Vendors shall quote firm offers. Conditional offers shall not be considered.
5. Vendors shall clearly mention :-
  - i) Mode of Delivery
  - ii) Discount on MRP
  - iii) Credit facility
  - iv) Willingness to retain RC rate for one more year i.e. till 30/06/2018
6. The tender must be valid for acceptance for a period of 120 days from the due date.

7. The tenders must be accompanied by the following documents:
  - a) Name and address of all Partners/Director of the firm
  - b) Sales Tax/VAT Registration Certificate
  - c) Latest VAT Clearance Certificate
  - d) Copy of the FDA License
  - e) Income Tax Assessment certificate issued not earlier than MAY 2014
  - f) NEFT Details
  
8. In the event of the Quotation being accepted the contract must be signed by authorized signatory of the firm. The authorized signatory will provide a suitable letter of authority from the firm authorizing him to enter into a contract on behalf of the firm.
  
9. The full contract deposit must be paid within the time specified and the contract must be executed on the day fixed as intimated in writing to the successful vendor.
  
10. The contract entrusted to the successful vendor will be subject to “Force Majeure” clause as per Section 56 of the Indian Contract Act.
  
11. If the tender is accepted the vendor will have to deposit Rs 2, 50,000/- as Security Deposit which will not bear any interest .The Security Deposit is to be paid in cash or by demand draft or in the form of a bank guarantee from a bank situated in Mumbai, within 15 days from the date of intimation of acceptance of the Tender.
  
12. If the tender is accepted but the contractor fails to execute the contract, then the amount of the security deposit will be forfeited.

**Supplies:**

13. The vendor will supply all drugs, medicines and consumables as and when required by the Centre. In case of non- availability, the vendor is expected to procure the items not available in his shop for supply to TMC.
14. Expiry date of supplied medicines should not be less than six months from the date of supply to TMC.
15. Supplies must be made immediately on daily basis i.e. on the same day after receiving the order.
16. Patient/Staff wise computerized bills should be submitted along with the drug/surgical items daily in the format requested. Daily bill summary should be submitted fortnightly.
17. In case of failure to supply the goods within the stipulated delivery period the Centre also reserves the right to enforce forfeiture of the entire security deposit. This is without prejudice to any other legal remedies that the Centre may resort to against the supplier.
18. Bills must be submitted directly to the Accounts Department and the payment against the bills will be made within 30 days. The Centre shall not be responsible for any delays in payment.
19. The vendor must clearly understand that the rate contract with the vendor is liable to be terminated in the following circumstances without giving any notice:-
  - (a) Failure to abide by the rules, various terms of the rate contract.
  - (b) Information obtained from other sources regarding prosecution under any of the tax laws or the FDA act.
  - (c) Revision of discount on MRP at Lower Side of the goods at any time during the period of the rate contract.
  - (d) In case the contract is terminated due to any of the above reasons, the TMC will be at liberty to forfeit the security deposit, charge the vendor liquidated damages as per clause 18 above and risk purchase charges and take any other action as may be deemed fit under the circumstances at the sole discretion of the director.
20. The Director (TMC) reserves the right to reject any or the entire tender without assigning any reason.