Tender Enquiry No.P- 11016/24/2013- NACO (Proc)
Selection of Inspection and Testing Laboratory for Blood Bags

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Section I

NOTICE INVITING TENDERS (NIT)

GOVERNMENT OF INDIA
MINISTRY OF HEALTH & FAMILY WELFARE
Department of AIDS Control
9th Floor, Chanderlok Building, 36, Janpath, New Delhi -110001
Tel: 011-23731958, Fax: 011-23731746, E-mail: usadminnaco@gmail.com,
Website: www.nacoonline.org

Tender Enquiry No: P- 11016/24/2013- NACO (Proc)
Selection of Inspection and Testing Laboratory for Blood Bags

1. Govt. of India, Ministry of Health & Family Welfare, Department of AIDS Control, New Delhi invites sealed tenders, from eligible and qualified tenderers for providing the services of inspection and testing of Blood Bags under the National AIDS Control Programme.

2. Detailed Qualification Criteria may be seen in the tender document.

3. Important Dates

(i)	Dates of tender enquiry documents	15.08.2013 to 05.09.2013
(ii)	Place of sale of tender enquiry documents	Deputy Secretary (A&P), 9th Floor, Chanderlok Building, 36, Janpath, New Delhi -110001
(iii)	Place of receipt of tenders	9th Floor, Chanderlok Building, 36, Janpath, New Delhi -110001
(iv)	Pre Bid Meeting Date & Time	29.08.2013 at 2.00 PM
(v)	Pre Bid Meeting Venue	9th Floor, Committee Room, Chanderlok Building, 36, Janpath, New Delhi -110001
(vi)	Closing date and time for receipt of tenders	05.09.2013 at 2:00 PM
(vii)	Time and date of opening of Tenders	05.09.2013 at 2:30 pm
(viii)	Place of opening of tenders	9th Floor, Committee Room, Chanderlok Building, 36, Janpath, New Delhi -110001

4. A complete set of bidding documents in English may be purchased by interested bidders on the submission of a written application to the address below and upon payment of a non-refundable fee of **Rs. 1,000/-.** The method of payment will be by Account Payee Demand Draft/Pay Order/Cashier's Cheque/Banker's Cheque, drawn on a scheduled

bank in India, in favour of "**Pay & Accounts Officer (Sectt.) Ministry of Health & Family Welfare**".

5. Tenderers can also download the bid document from DAC's website www.nacoonline.org and http://eprocure.gov.in/cppp/. For downloaded bid document, no fee is required. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.

6. If requested, the Tender Enquiry Documents will be mailed by Registered Post/Speed Post to the domestic tenderers for which extra expenditure per set will be Rs 100. The tenderer is to add the applicable postage cost in the non-refundable fee mentioned in Para 4 above.

7. The tenderers or their official representatives are invited to attend a pre- bid meeting which will take place on 29th August 2013 at 1400 hrs (IST) at the address mentioned above. Please note that non-attendance at the pre-bid conference will not be the cause of disqualification of the bidders.

8. Tenderers shall ensure that their tenders, complete in all respects, are dropped in the Tender Box located at Security Desk at 9th Floor, Chanderlok Building, 36, Janpath, New Delhi -110001 on or before the closing date and time indicated in the Para 3 above, failing which the tenders will be treated as late and rejected.

9. Bids will be opened in the presence of the tenderers representatives who choose to attend at the address above at 1430 hrs (IST) on 5th September, 2013.

10. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchase organisation, the tenders will be sold/received/opened on the next working day at the appointed time.

11. The Tender Enquiry Documents are not transferable.

Deputy Secretary (Admin & Procurement)

SECTION - II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

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SECTION – II

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

A. PREAMBLE

1. Definitions and Abbreviations

1.1 The following definitions and abbreviations, which have been used in these documents shall have the meanings as indicated below:

1.2. Definitions:

(i) "Purchaser" means the organization purchasing goods/services as incorporated in the Tender Enquiry document.

(ii) "Tender" means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.

(iii) "Tenderer" means Bidder/ the Individual or Firm submitting Bids / Quotation / Tender

(iii) "Supplier" means the individual or the firm supplying the goods/services as incorporated in the contract.

(iv) "Goods" means the articles, material, commodities, livestock, furniture, fixtures, raw material, spares, instruments, machinery, equipment, medical equipment, industrial plant etc. which the supplier is required to supply to the purchaser under the contract.

(v) "Services" means services allied and incidental to the supply of goods, such as transportation, installation, commissioning, provision of technical assistance, testing, training, after sales service, maintenance service and other such obligations of the supplier covered under the contract.

(vi) "Earnest Money Deposit" (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.

(vii) "Contract" means the written agreement entered into between the purchaser and/or consignee and the supplier, together with all the documents mentioned therein and including all attachments, annexure etc. therein.

(viii) "Performance Security" means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.

(ix) "Consignee" means M/s HLL Lifecare Limited, a Government of India Enterprise at HLL Bhavan, Poojappura, Thiruvananthapuram, Kerala – 695012. If the goods/services are required to be delivered to a person as an

interim consignee for the purpose of despatch to another person as provided in the Contract then that "another" person is the consignee, also known as ultimate consignee.

(x) "Specification" means the document/standard that prescribes the requirement with which goods or service has to conform.

(xi) "Inspection" means activities such as measuring, examining, testing, gauging one or more characteristics of the product or service and comparing the same with the specified requirement to determine conformity.

(xii) "Day" means calendar day.

1.3 Abbreviations:

(i) "T E Document" means Tender Enquiry Document

(ii) "NIT" means Notice Inviting Tenders.

(iii) "GIT" means General Instructions to Tenderers

(iv) "SIT" means Special Instructions to Tenderers

(v) "GCC" means General Conditions of Contract

(vi) "SCC" means Special Conditions of Contract

(vii) "DGS&D" means Directorate General of Supplies and Disposals

(viii) "NSIC" means National Small Industries Corporation

(ix) "PSU" means Public Sector Undertaking

(x) "CPSU" means Central Public Sector Undertaking

(xi) "LSI" means Large Scale Industry

(xii) "SSI" means Small Scale Industry

(xiv) "DP" means Delivery Period

(xv) "BG" means Bank Guarantee

(xvi) "ED" means Excise Duty

(xviii) "VAT" means Value Added Tax

(xix) "CENVAT" means Central Value Added Tax

(xx) "CST" means Central Sales Tax

(xxi) "MoH&FW" means Ministry of Health & Family Welfare, Government of India

(xxii) "DAC" means Department of AIDS Control

2. Introduction

2.1 The Purchaser has issued these TE documents for inspection and testing of blood bags and related services as mentioned in Section – IV – "Schedule of requirement", which also indicates, *interalia,* the terms of reference, required testing schedule, and General tests to be conducted.

2.2 This section (Section II - "General Instruction Tenderers") provides the relevant information as well as instructions to assist the prospective tenderers in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.

2.3 Before formulating the tender and submitting the same to the purchaser, the tenderer should read and examine all the terms, conditions, instructions, checklist etc. contained in the TE documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these TE documents may result in rejection of its tender.

3. Availability of Funds

Expenditure to be incurred for the proposed testing will be met from the funds available with the purchaser.

4. Language of Tender

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language.

5. Eligible Tenderers

This invitation for tenders is open to all testing agencies/laboratories that fulfil the eligibility criteria specified in these documents.

6. Eligible Goods/services

All goods and related services to be supplied under the contract shall have their origin in India. The term "origin" used in this clause means the place from where the related services are arranged and supplied.

7. Tendering Expense

The tenderer shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. The purchaser will, in no case be responsible or liable for any such cost, expenditure etc regardless of the conduct or outcome of the tendering process.

B. TENDER ENQUIRY DOCUMENTS

8. Content of Tender Enquiry Documents

8.1 In addition to Section I – "Notice inviting Tender" (NIT), the TE documents include:

- Section II – General Instructions to Tenderers (GIT)
- Section III – General Conditions of Contract (GCC)
- Section IV – Schedule of requirement
- Section V – Quality Control Requirements
- Section VI – Qualification Criteria
- Section VI(A) _ Weightage of the qualification Criteria
- Section VII – Tender Form
- Section VIII – Price Schedules
- Section IX – Bank Guarantee Form for EMD & Performance Security
- Section X – Contract Form
- Section XI – Check List for the Tenderers
- Section XII – Proforma "A"(Proforma for Performance Statement)

8.2 The relevant details of the required goods/services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested tenderers are expected to examine all such details etc to proceed further.

9. Amendments to TE documents

9.1 At any time prior to the deadline for submission of tenders, the purchaser may, for any reason deemed fit by it, modify the TE documents by issuing suitable amendment(s) to it.

9.2 Such an amendment will be notified in writing by registered/speed post or by fax/telex/e-mail, followed by copy of the same by registered post to all prospective tenderers, which have received the TE documents and will be binding on them.

9.3 In order to provide reasonable time to the prospective tenderers to take necessary action in preparing their tenders as per the amendment, the purchaser may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

10. Clarification of TE documents

A tenderer requiring any clarification or elucidation on any issue of the TE documents may take up the same with the purchaser in writing. The purchaser will respond in writing to such request provided the same is received by the purchaser not later than fifteen days prior to the prescribed date of submission of tender.

C. PREPARATION OF TENDERS

11. Documents Comprising the Tender

11.1 The **Two Tender System**, i.e. "Techno – Commercial Tender" and "Price Tender" prepared by the tenderer shall comprise the following:

A) <u>Techno – Commercial Tender (Un priced Tender)</u>

i) Earnest money furnished in accordance with GIT clause 18.1.
ii) Tender Form as per Section X (Un priced).

iii) Documentary evidence, as necessary in terms of clause 17 establishing that the tenderer is eligible to submit the tender and, also, qualified to perform the contract if its tender is accepted.

iv) Power of Attorney in favour of signatory of TE documents
v) Documents and relevant details to establish in accordance with GIT clause 17 that the services to be provided by the tenderer conform to the requirement of the TE documents.

vi) Performance Statement as per section XII along with relevant documents.

vii) Price Schedule(s) as per Section VIII filled up with all the details of the services offered with prices blank (without indicating any prices).

viii) Checklist as per Section XI.

B) Price Tender:

The information given at clause no. 11.1 A) ii) & vii) above should be reproduced with the prices indicated.

N.B.

1. All pages of the Tender should be page numbered indexed, signed and stamped.

2. It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.

11.2 The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

11.3 A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

11.4 Tender sent by fax/telex/cable/electronically shall be ignored.

12. Tender currencies

12.1 The tenderer supplying goods/services shall quote only in Indian Rupees.

12.2 Tenders, where prices are quoted in any other way shall be treated as non -responsive and rejected.

13. Tender Prices

13.1 The Tenderer shall indicate on the Price Schedule provided under Section VIII all the specified components of prices shown therein including the unit prices and total tender prices of the goods/services it proposes to supply against the requirement. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as "NA" by the tenderer.

13.2 If there is more than one item in the Schedule of requirement, the tenderer has the option to submit its quotation for any one or more items.

13.3 While filling up the columns of the Price Schedule, the following aspects should be noted for compliance:

13.3.1 For goods/services, the prices in the corresponding price schedule shall be entered separately in the following manner:

a) the price of the goods/services including all taxes and duties like service tax, payable.
b) any other taxes and any duties which will be payable on the goods/services if the contract is awarded;

13.4 Additional information and instruction on Duties and Taxes:

If the Tenderer desires to ask for sales tax/CST / VAT/ CENVAT, Service Tax, etc. to be paid extra, the same must be specifically stated. In the absence of any such stipulation the price will be taken inclusive of such duties and taxes and no claim for the same will be entertained later.

14. Firm Price

14.1 Prices quoted by the tenderer shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

14.2 However, as regards taxes and duties, if any, chargeable on the goods/services and payable, the conditions stipulated in GIT clause 13 will apply.

15. Alternative Tenders

Alternative Tenders are not permitted.

16. Documents Establishing Tenderer's Eligibility and Qualifications

16.1 Pursuant to GIT clause 11, the tenderer shall furnish, as part of its tender, relevant details and documents establishing its eligibility to quote and its qualifications to perform the contract if its tender is accepted.

16.2 The documentary evidence needed to establish the tenderer's qualifications shall fulfil the requirements that the tenderer has the required financial and technical capability necessary to perform the contract and, further, it meets the qualification criteria incorporated in the Section VI in these documents.

17. Documents establishing Services's Conformity to TE document.

17.1 The tenderer shall provide in its tender the required as well as the relevant documents like technical data, literature, drawings etc. to establish that the goods/services offered in the tender fully conform to the goods/services specified by the purchaser in the TE documents. For this purpose the tenderer shall also provide a clause-by-clause commentary on the technical specifications and other technical details incorporated by the purchaser in the TE documents to establish technical responsiveness of the goods/services offered in its tender.

17.2 In case there is any variation and/or deviation between the goods/services prescribed by the purchaser and that offered by the tenderer, the tenderer shall list out the same in a chart form without ambiguity and provide the same along with its tender.

17.3 If a tenderer furnishes wrong and/or misguiding data, statement(s) etc. about technical acceptability of the goods/services offered by it, its tender will be liable to be ignored and rejected in addition to other remedies available to the purchaser in this regard.

18. Earnest Money Deposit (EMD)

18.1 An EMD of Rs. 4,00,000/- in favor of the **Pay & Accounts Officer (Sectt.) Ministry of Health & Family Welfare** payable at New Delhi, must be submitted alongwith the Proposal. Pursuant to GIT clause 8.1 the tenderer shall furnish along with its tender, earnest money. The earnest money is required to protect the purchaser against the risk of the tenderer's unwarranted conduct as amplified under sub-clause 18.7 below.

18.2 No exemption of any kind in EMD will be accepted.

18.3 The earnest money shall be denominated in Indian Rupees as per GIT clause 12.1. The earnest money shall be furnished in one of the following forms:

i) Account Payee Demand Draft
ii) Fixed Deposit Receipt
iii) Banker's cheque and
iv) Bank Guarantee

18.4 The demand draft, fixed deposit receipt or banker's cheque shall be drawn on any commercial bank in India in favour of the "**Pay & Accounts Officer (Sectt.) Mininstry of Health & Family Welfare**". In case of bank guarantee, the same is to be provided from any commercial bank in India or country of the tenderer as per the format specified under Section IX in these documents.

18.5 The earnest money shall be valid for a period of Ninety (90) days beyond the validity period of the tender. As validity period of Tender as per Clause 19 of GIT is 120 days, the EMD shall be valid for 210 days from Techno – Commercial Tender opening date.

18.6 Unsuccessful tenderers' earnest money will be returned to them without any interest, after expiry of the tender validity period, but not later than thirty days after conclusion of the resultant contract. Successful tenderer's earnest money will be returned without any interest, after receipt of performance security from that tenderer.

18.7 Earnest Money is required to protect the purchaser against the risk of the Tenderer's conduct, which would warrant the forfeiture of the EMD. Earnest money of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The successful tenderer's earnest money will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.

19. Tender Validity

19.1 The tenders shall remain valid for acceptance for a period of 120 days (One hundred and twenty days) after the date of Techno-Commercial tender opening prescribed in the TE document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.

19.2 In exceptional cases, the tenderers may be requested by the purchaser to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by surface mail or by fax/ telex/cable followed by surface mail. The tenderers, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. A tenderer, however, may not agree to extend its tender validity without forfeiting its EMD.

19.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

20. Signing and Sealing of Tender

20.1 The tenderers shall submit their tenders as per the instructions contained in GIT Clause 11.

20.2 A tenderer shall submit the original and 5 copies of the Technical Proposal, and the original of the Financial Proposal and marking them as "Original", and "Duplicate".

20.3 The original and other copies of the tender shall either be typed or written in indelible ink and the same shall be signed by the tenderer or by a person(s) who has been duly authorized to bind the tenderer to the contract. The letter of authorization shall be by a written power of attorney, which shall also be furnished along with the tender.

20.4 All the copies of the tender shall be duly signed at the appropriate places as indicated in the TE documents and all other pages of the tender including printed literature, if any shall be initialled by the same person(s) signing the tender. The tender shall not contain any erasure or overwriting, except as necessary to correct any error made by the tenderer and, if there is any such correction; the same shall be initialled by the person(s) signing the tender.

20.5 The tenderer is to seal the original and each copy of the tender in separate envelopes, duly marking the same as "Original", "Duplicate", "Triplicate" and so on and writing the address of the purchaser and the tender reference number on the envelopes. The sentence "NOT TO BE OPENED" before _____ (The tenderer is to put the date & time of tender opening) are to be written on these envelopes. The inner envelopes are then to be put in a bigger outer envelope, which will also be duly sealed, marked etc. as above. If the outer envelope is not sealed and marked properly as above, the purchaser will not assume any responsibility for its misplacement, premature opening, late opening etc.

20.6 TE document seeks quotation following **two bid System**, in two parts. First part will be known as **'Techno - Commercial Tender'**, and the second part **'Price Tender'** as specified in clause 11 of GIT. Tenderer shall seal **'Techno - Commercial Tender'** and **'Price Tender'** separately and covers will be suitably super scribed. Both these sealed covers shall be put in a bigger cover and sealed and procedure prescribed in Paras 20.1 to 20.5 followed.

D. SUBMISSION OF TENDERS

21. Submission of Tenders

21.1 Unless otherwise specified, the tenderers are to deposit the tenders in the tender box kept for this purpose at 9th Floor, Chanderlok Building, 36, Janpath, New Delhi -110001. In case of bulky tender, which can not be put into tender box, the same shall be submitted by the tenderer by hand to the officers of the purchaser. The officer receiving the tender will give the tenderer an official receipt duly signed with date and time.

21.2 The tenderers must ensure that they deposit their tenders not later than the closing time and date specified for submission of tenders. It is the responsibility of the tenderer to ensure that their Tenders whether sent by post or by courier or by person, are dropped in the Tender Box by the specified clearing date and time. In the event of the specified date for submission of tender falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be received up to the appointed time on the next working day.

22. Late Tender

A tender, which is received after the specified date and time for receipt of tenders will be treated as “late” tender and will be ignored.

23. Alteration and Withdrawal of Tender

23.1 The tenderer, after submitting its tender, is permitted to alter / modify its tender so long as such alterations / modifications are received duly signed, sealed and marked like the original tender, within the deadline for submission of tenders. Alterations / modifications to tenders received after the prescribed deadline will not be considered.

23.2 No tender should be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a tenderer withdraws the tender during this period, it will result in forfeiture of the earnest money furnished by the tenderer in its tender.

E. TENDER OPENING

24. Opening of Tenders

24.1 The purchaser will open the Techno-Commercial tenders at the specified date and time and at the specified place as indicated in the NIT.

In case the specified date of tender opening falls on / is subsequently declared a holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

24.2 Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening provided they bring with them letters of authority from the corresponding tenderers.

The tender opening official(s) will prepare a list of the representatives attending the tender opening. The list will contain the representatives' names & signatures and corresponding tenderers' names and addresses.

24.3 Two - Bid system as mentioned in para 20.6 above will be as follows. The **Techno - Commercial Tenders** are to be opened in the first instance, at the prescribed time and date as indicated in NIT. These Tenders shall be scrutinized and evaluated by the competent committee/ authority with reference to parameters prescribed in the TE document. During the Techno - Commercial Tender opening, the tender opening official(s) will read the salient features of the tenders like Earnest Money Deposit and any other special features of the tenders, as deemed fit by the tender opening official(s). Thereafter, in the second stage, the Price Tenders of only the Techno - Commercially acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation on a date notified after the evaluation of the Techno – Commercial tender. The prices, special discount if any of the goods/services offered etc., as deemed fit by tender opening official(s) will be read out. The Consultant quoting the lowest price for the assignment will be considered for award of contract

F. SCRUTINY AND EVALUATION OF TENDERS

25. Basic Principle

Tenders will be evaluated on the basis of the terms & conditions already incorporated in the TE document, based on which tenders have been received and the terms, conditions etc. mentioned by the tenderers in their tenders. No new condition will be brought in while scrutinizing and evaluating the tenders.

26. Preliminary Scrutiny of Tenders

26.1 The Purchaser will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed stamped and whether the Tenders are generally in order.

26.2 Prior to the detailed evaluation of Price Tenders, pursuant to GIT Clause 34, the Purchaser will determine the substantial responsiveness of each Tender to the TE Document. For purposes of these clauses, a substantially responsive Tender is one, which conforms to all the terms and conditions of the TE Documents without material deviations. Deviations from, or objections or reservations to critical provisions such as those concerning EMD (GIT Clause 18), Taxes & Duties (GCC Clause 11), Force Majeure (GCC Clause17) and Applicable law (GCC Clause 22) will be deemed to be a material deviation. The Purchaser's determination of a Tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

26.3 If a Tender is not substantially responsive, it will be rejected by the Purchaser and cannot subsequently be made responsive by the Tenderer by correction of the nonconformity.

26.4 The tenders will be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the TE document.

The tenders, which do not the meet the basic requirements, are liable to be treated as non – responsive and will be summarily ignored.

26.5 The following are some of the important aspects, for which a tender shall be declared non – responsive and will be summarily ignored;

(i) Tender form as per Section VII (signed and stamped) not enclosed
(ii) Tender is unsigned.
(iii) Tender validity is shorter than the required period.
(iv) Required EMD (Amount, validity etc.)/ exemption documents have not been provided.
(v) Goods/services offered are not meeting the tender enquiry qualification criteria.
(vi) Tenderer has not agreed to other essential condition(s) specially incorporated in the tender enquiry like terms of payment, liquidated damages clause, warranty clause, dispute resolution mechanism applicable law.
(vii) Poor/ unsatisfactory past performance.
(viii) Tenderers who stand deregistered/banned/blacklisted by any Govt. Authorities.
(ix) Tenderer is not eligible as per GIT Clauses 5 & 17.1.

27. Minor Infirmity/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any minor informality and/or irregularity and/or non-conformity in a tender, the purchaser may waive the same provided it does not constitute any material deviation and financial impact and, also, does not prejudice or affect the ranking order of the tenderers. Wherever necessary, the purchaser will convey its observation on such 'minor' issues to the tenderer by registered/speed post etc. asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

28. Discrepancies in Prices

28.1 If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

28.2 If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

28.3 If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 28.1 and 28.2 above.

28.4 If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by registered / speed post. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

29. Discrepancy between original and copies of Tender

In case any discrepancy is observed between the text etc. of the original copy and that in the other copies of the same tender set, the text etc. of the original copy shall prevail. Here also, the purchaser will convey its observation suitably to the tenderer by register / speed post and, if the tenderer does not accept the purchaser's observation, that tender will be liable to be ignored.

30. Qualification Criteria

Tenders of the tenderers, who do not meet the required Qualification Criteria prescribed in Section VI, will be treated as non - responsive and will not be considered further.

31. Conversion of tender currencies to Indian Rupees

In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the exchange rates established by the Reserve Bank of India for similar transactions, as on the date of 'Price Tender' opening.

32. Item-wise Evaluation

In case the Schedule of requirement contains more than one item, the responsive tenders will be evaluated and compared separately for each item.

33. Comparison of Tenders

33.1 Unless mentioned otherwise in Section – IV – Schedule of requirement, the comparison of the responsive tenders shall be carried out on comparison/ranking purpose for evaluation.

34. Additional Factors and Parameters for Evaluation and Ranking of Responsive Tenders

34.1 Further to GIT Clause 33 above, the purchaser's evaluation of a tender will include and take into account the taxes and duties which will be contractually payable (to the tenderer), if a contract is awarded on the tenderer.

34.2 The Purchaser reserves the right to give the price preference to small-scale sectors etc. and purchase preference to central public sector undertakings as per the instruction in vogue while evaluating, comparing and ranking the responsive tenders.

35. Tenderer's capability to perform the contract

35.1 The purchaser, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the tenderer, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one items in the Schedule of requirement, then, such determination will be made separately for each schedule.

35.2 The above-mentioned determination will, interalia, take into account the tenderer's financial and technical capabilities for satisfying all the requirements of the purchaser as incorporated in the TE document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the tenderer in its tender as well as such other allied information as deemed appropriate by the purchaser.

36. Contacting the Purchaser

36.1 From the time of submission of tender to the time of awarding the contract, if a tenderer needs to contact the purchaser for any reason relating to this tender enquiry and / or its tender, it should do so only in writing.

36.2 In case a tenderer attempts to influence the purchaser in the purchaser's decision on scrutiny, comparison & evaluation of tenders and awarding the contract, the tender of the tenderer shall be liable for rejection in addition to appropriate administrative actions being taken against that tenderer, as deemed fit by the purchaser.

G. AWARD OF CONTRACT

37. Purchaser's Right to accept any tender and to reject any or all tenders

The purchaser reserves the right to accept in part or in full one tender/or more and reject any or more tender(s) and finalise the parallel rate contracts without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, whatsoever to the affected tenderer or tenderers.

38. Award Criteria

Subject to GIT clause 37 above, the contracts will be awarded to the eligible and qualified responsive tenderer decided by the purchaser in terms of GIT Clause 35. The contract will be valid for a period till the goods/ services are provided **from the date of issue** and may however be extended for a further period on mutually agreed terms.

39. Quantities allocated during Currency of Contract

No guarantee will be given to any lab for allocating any quantity for testing during Currency of the contract.

40. Notification of Award

40.1 Before expiry of the tender validity period, the purchaser will notify the successful tenderer(s) in writing, by registered / speed post or by fax/ telex/cable (to be confirmed by registered / speed post) that its tender for goods & services, which have been selected by the purchaser, has been accepted, also briefly indicating therein the essential details like description, specification of the goods/services and corresponding prices accepted.

40.2 The Notification of Award shall constitute the conclusion of the Contract.

41. Issue of Contract

41.1 Promptly after notification of award, the purchaser will mail the contract form (as per Section X) duly completed and signed, in duplicate, to the successful tenderer by registered / speed post.

41.2 Immediately from the date of the contract, the successful tenderer shall return the original copy of the contract, duly signed and dated, to the purchaser by registered / speed post.

41.3 The purchaser reserves the right to issue the Notification of Award.

42. Non-receipt of Contract by the Purchaser

Failure of the successful tenderer in returning contract copy duly signed in terms of GIT clauses 41 above shall make the tenderer liable for forfeiture of its EMD and, also, for further actions by the purchaser against it as per the clause 15 of GCC – Termination for default.

43. Return of E M D

The earnest money of the successful tenderer and the unsuccessful tenderers will be returned to them without any interest, whatsoever, in terms of GIT Clause 18.6.

44. Publication of Tender Result

The name and address of the successful tenderer(s) receiving the contract(s) will be mentioned in the notice board/bulletin/web site of the purchaser.

45. Corrupt or Fraudulent Practices

45.1 It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(ii) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(iii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

TABLE OF CLAUSES

SECTION - III

GENERAL CONDITIONS OF CONTRACT (GCC)

1. Application

1.1 The General Conditions of Contract incorporated in this section shall be applicable for this service, Schedule of requirement under Section IV of this document.

2. Use of contract documents and information

2.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the purchaser in connection therewith, to any person other than the person(s) employed by the supplier in the performance of the contract emanating from this TE document. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this contract.

2.2 Further, the supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC sub-clause 2.1 above except for the sole purpose of performing this contract.

2.3 Except the contract issued to the supplier, each and every other document mentioned in GCC sub-clause 2.1 above shall remain the property of the purchaser and, if advised by the purchaser, all copies of all such documents shall be returned to the purchaser on completion of the supplier's performance and obligations under this contract.

3. Patent Rights

3.1 The supplier shall, at all times, indemnify and keep indemnified the purchaser, free of cost, against all claims which may arise in respect of goods/services to be provided by the supplier under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trade marks etc. being made against the purchaser, the purchaser shall notify the supplier of the same and the supplier shall, at his own expenses take care of the same for settlement without any liability to the purchaser.

4. Country of Origin

4.1 All services to be provided for the contract shall have the origin in India.

4.2 The word "origin" incorporated in this clause means the place from where the services are arranged.

5. Technical Specifications and Standards

The Goods/Services to be provided by the supplier under this contract shall conform to the technical specifications and quality control parameters mentioned in "Schedule of Requirements" and 'Quality Control Requirements' under Sections IV and V of this document.

6. Inspection

The purchaser and/or its nominated representative(s) will, inspect the related services at any time during the continuance of the tender period or contract period to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. The cost towards the transportation, boarding & lodging will be borne by the purchaser and/or its nominated representative(s).

7. Time Schedule

Services shall be delivered by the supplier in accordance with the time schedule specified in the contract.

8. Assignment

The Supplier shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Purchaser's prior written permission.

9. Modification of contract

If necessary, the purchaser may, by a written order given to the supplier at any time during the currency of the contract, amend the contract by making alterations
and modifications within the general scope of contract.

10. Prices

Prices to be charged by the supplier for provision of services in terms of the contract shall not vary from the corresponding prices incorporated in the contract.

11. Taxes and Duties

Supplier shall indicate the present rate of taxes and duties applicable in the price schedule. Any statutory change in the taxes and duties or fresh imposition of taxes and duties by GOI from time to time will be payable by the purchaser.

12. Terms and Mode of Payment

12.1 **Payment Terms**

Payment shall be made subject to recoveries, if any, by way of liquidated damages or any other charges as per terms & conditions of contract in the following manner.

100% payment shall be made in Indian Rupees as specified in the contract after submission of detailed test report, acknowledgement of M/s HLL Lifecare Limited and 3 copies of supplier invoice showing contract no, item, description, quantity, unit price and total amount.

12.2 The supplier shall not claim any interest on payments under the contract.

12.3 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other tax as applicable will be made from the bills payable to the Supplier at rates as notified from time to time.

12.5 The supplier shall send its claim for payment in writing, when contractually due, along with relevant documents etc., duly signed with date.

12.6 While claiming payment, the supplier is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract and no payment has been made for the above claim in the past.

12.7 While claiming reimbursement of duties, taxes etc. like service tax from the purchaser, as and if permitted under the contract, the supplier shall also certify that, in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the supplier) shall refund to the purchaser forthwith.

13. Delay in the supplier's performance

13.1 The supplier shall perform the services under the contract within the time schedule specified by the purchaser in the Schedule of requirement and as incorporated in the contract.

13.2 Subject to the provision under GCC clause 17, any unexcused delay by the supplier in maintaining its contractual obligations towards performance of services shall render the supplier liable to any or all of the following sanctions:

(i) imposition of liquidated damages,
(ii) termination of the contract for default.

13.3 If at any time during the currency of the contract, the supplier encounters conditions hindering timely performance of services, the supplier shall promptly inform the purchaser in writing about the same and its likely duration and make a request to the purchaser for extension of the time schedule accordingly. On receiving the supplier's communication, the purchaser shall examine the situation as soon as possible and, at its discretion, may agree to extend the time schedule, with or without liquidated damages for completion of supplier's contractual obligations by issuing an amendment to the contract.

13.4 (a) The purchaser shall recover from the supplier, under the provisions of the clause 14 of the General Conditions of Contract, liquidated damages on the goods/services, which the Supplier has failed to deliver within the time period stipulated in the contract.

(b) That no increase in price on account of any ground, whatsoever, including any stipulation in the contract for increase in price on any other ground and, also including statutory increase in or fresh imposition of or on account of any other tax or duty which may be levied in respect of the services specified in the contract, which takes place after the specified time period stipulated in the contract shall be admissible on such of the said services as are delivered and performed after the time schedule stipulated in the contract.

(c) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Service Tax and or any other duty or tax or levy or on account of any other grounds, which takes place after the time schedule stipulated in the contract.

14. Liquidated damages

Subject to GCC clause 17, if the supplier fails to perform the services within the time frame(s) incorporated in the contract, the purchaser shall, without prejudice to other rights and remedies available to the purchaser under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% per week of delay or part thereof on delayed services until actual performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract as per GCC 15.

During the above-mentioned delayed period of performance, the conditions incorporated under GCC sub-clause 13.4 above shall also apply.

15. Termination for default

15.1 The purchaser, without prejudice to any other contractual rights and remedies available to it (the purchaser), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to perform any contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC sub-clauses 13.3 and 13.4.

15.2 In the event of the purchaser terminates the contract in whole or in part, pursuant to GCC sub-clause 15.1 above, the purchaser may procure goods/services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the purchaser for the extra expenditure, if any, incurred by the purchaser for arranging such procurement/services.

15.3 Unless otherwise instructed by the purchaser, the supplier shall continue to perform the contract to the extent not terminated.

16. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the purchaser.

17. Force Majeure

17.1 Notwithstanding the provisions contained in GCC clauses 13, 14 and 15, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

17.2 For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees , lockouts excluding by its management, and freight embargoes.

17.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.4 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

17.5 In case due to a Force Majeure event the purchaser is unable to fulfil its contractual commitment and responsibility, the purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

18. Termination for convenience

18.1 The purchaser reserves the right to terminate the contract, in whole or in part for its (purchaser's) convenience, by serving written notice on the supplier at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the purchaser. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from which such termination will become effective.

18.2 The goods/services which are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the purchaser following the contract terms, conditions and prices. For the remaining goods/services, the purchaser may decide:

a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or

b) to cancel the remaining portion of the goods/services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier towards the remaining portion of the goods/services.

19. Governing language

The contract shall be written in English language following the provision as contained in GIT clause 4. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in that language.

20. Notices

20.1 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing or by cable or telex or facsimile and confirmed in writing. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract.

20.2 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

21. Resolution of disputes

21.1 If dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

21.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Purchaser/ Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Secretary (DAC). The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakhs (Rs. 1,00,000/-)

21.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., New Delhi, India.

22. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

23. General/ Miscellaneous Clauses

23.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Supplier on the one side and the Purchaser on the other side, a relationship of master and servant.

23.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

23.3 The Supplier shall notify the Purchaser/the Government of India of any material change would impact on performance of its obligations under this Contract.

23.4 Each member/constituent of the Supplier, in case of consortium shall be **jointly and severally liable** to and responsible for all obligations towards the Purchaser/Government for performance of contract/services.

23.5 All claims regarding indemnity shall survive the termination or expiry of the contract

24. Performance Security

24.1 Immediately from date of the issue of notification of award by the purchaser, the supplier, shall furnish performance security to the purchaser for an amount of Rs. 10,00,000/- valid up to 2 months beyond the contract period.

24.2 The Performance security shall be denominated in Indian Rupees as detailed below:

a) It shall be in any one of the forms namely Account Payee Demand Draft or Fixed Deposit Receipt drawn from any Scheduled bank in India or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in section IX of this document in favour of the purchaser. The validity of the Fixed Deposit receipt or Bank Guarantee will be for a period up to 2 months beyond contract Period.

24.3 In the event of any failure /default of the supplier with or with out any quantifiable loss to the government, the amount of the performance security will be forfeited. The Administration Department may do the needful to cover any failure/default of the supplier with or without any quantifiable loss to the Government.

SECTION - IV

SHEDULE OF REQUIREMENTS

I. Govt. of India, Ministry of Health &Family Welfare, Department of AIDS Control desires for inspection and testing of Blood Bags. The following Blood Bags are being procured by this Department from M/s HLL Lifecare Limited:

Sr. No.	Type of Blood Bag	Quantity
1	Single Blood Bags (350 ml)	17,42,656
2	Double Blood Bags (350ml)	3,95,072
3	Double Blood Bags (450ml)	1,69,408
4	Triple Blood Bags (350ml)	6,60,737
5	Triple Blood Bags (450ml)	7,28,419
6	Quadruple Blood Bags (350ml)	2,60,724
7	Quadruple Blood Bags (450ml)	3,90,213
Total		**43,47,229**

This Department is inviting offers from laboratories who are testing Blood Bags for (a) pre- dispatch inspection and draw of samples from the factory premises of M/s HLL Lifecare Limited at Thiruvananthapuram, Kerala and (b) testing of the Blood Bags as per 'Description of Services', as mentioned below.

II. Terms of reference*:*

- The scope of services shall include inspection of Blood bags (single / double / triple / quadruple) at the manufacturer's premises in India, drawl of samples from the factory premises of M/s HLL Lifecare Limited at Thiruvananthapuram, Kerala from each batch, packing (using packing material made available by manufacturer), transportation up to the testing laboratory. The approximate no. of batches are as under:

Sr. No.	Type of Blood Bag	No. of Batches
1	Single Blood Bags (350 ml)	477
2	Double Blood Bags (350ml)	144
3	Double Blood Bags (450ml)	53
4	Triple Blood Bags (350ml)	448
5	Triple Blood Bags (450ml)	428
6	Quadruple Blood Bags (350ml)	175
7	Quadruple Blood Bags (450ml)	216

- In case adverse report is received on the samples, appropriate action shall be taken against the erring laboratory which may involve blacklisting of the laboratory and recommending action to the licensing authority.

- The Inspection and testing report of each batch should be completed within 30 days of drawl of samples from manufacturer's premises. In case of delay on any

account, the vendor laboratory shall be required to pay damages 0.5% per week giving rise to a consequential delay in the implementation of the programme.

- The test report on each batch shall be generated.

III. Price Schedule:

- Lowest rates may be quoted for the testing of one batch.
- Admissible taxes should be quoted separately. A certificate shall be provided that the tax deducted, shall be deposited to the appropriate Government account

IV. Time Schedule:

The Inspection and testing report of each batch should be completed within 35 days of drawl of samples from manufacturer's premises. The testing of each batch shall be carried out as per agreed time schedule.

V. Description of Services:

(a) TECHNICAL REQUIREMENTS (including Technical Specifications & Functional Requirements)

PART-A
General Specifications

Requirements
General Specifications (for all blood bags)
(a) Plastic Blood Bags should meet all the standards as laid down in ISO 3826, for the manufacturers have to produce documentary evidence from the laboratories approved by Government of India.
(b) Bio-compatibility of the material of the plastics blood bags must be certified by the manufacturer and must be supplied by the test reports of the following: i. Cell culture cyto-toxicity ii. Hemolysis iii. Systemic infections (acute toxicity) iv. Sensitization v. Intra-cutaneous injection (irritation) vi. Pyrogen test vii. Sterility
(c) To assess quality of stored blood, manufacturer should provide documented evidence of following Bio-chemical parameters of blood stored in CPDA/CPDA-1/CPD-SAGM containing DEHP plasticized PVC blood bags manufactured by the company on $28^{th}/35^{th}/42^{nd}$ day of storage. The parameters are: i. Plasma pH ii. ATP (% of initial volume) iii. 2,3-DPG (% of initial volume) iv. Plasma K+ (mEq/L) v. % of viable red cells (24 hours post transfusion) vi. DEHP leaching (mg/100ml) vii. DEHP should not be more than 0.01% w/v in the PVC

(d) The plastic blood bag should have a shelf-life of minimum 2 years. Stability reports from a recognized laboratory must be produced
(e) Slit present at the bottom of the bag should be "adequate to hang the blood bag during transfusion"
(f) Packing size of good: Individual plastic blood bags should be packed in a plastic pack and such **3-10 bags** should be packed in aluminum foil pack. **a) The no. of single blood bags in one foil pack should be 10 bags** b) **The no. of double/triple/quadruple blood bags in one foil pack should be 3-5 bags** 10 such aluminum foiled packs should be packed in the corrugated boxes which should indicate clearly and legibly the name of the manufacturer, name of the product, batch number, quantity, date of manufacturing, date of expiry, gross and net weight and consignee's name and address and other particulars as required.
(g) External sterility of the plastic blood bags should be ensured.

Requirements
SINGLE BLOOD BAGS (350ml) General Specifications
(h) Plastic Blood Bags should meet all the standards as laid down in ISO 3826, for the manufacturers have to produce documentary evidence from the laboratories approved by Government of India.
(i) Bio-compatibility of the material of the plastics blood bags must be certified by the manufacturer and must be supplied by the test reports of the following: viii. Cell culture cyto-toxicity ix. Hemolysis x. Systemic infections (acute toxicity) xi. Sensitization xii. Intra-cutaneous injection (irritation) xiii. Pyrogen test xiv. Sterility
(j) To assess quality of stored blood, manufacturer should provide documented evidence of following Bio-chemical parameters of blood stored in CPDA/CPDA-1/CPD-SAGM containing DEHP plasticized PVC blood bags manufactured by the company on $28^{th}/35^{th}/42^{nd}$ day of storage. The parameters are: viii. Plasma pH ix. ATP (% of initial volume)

x. 2,3-DPG (% of initial volume) xi. Plasma K+ (mEq/L) xii. % of viable red cells (24 hours post transfusion) xiii. DEHP leaching (mg/100ml) xiv. DEHP should not be more than 0.01% w/v in the PVC
(k) The plastic blood bag should have a shelf-life of minimum 2 years. Stability reports from a recognized laboratory must be produced
(l) Slit present at the bottom of the bag should be "adequate to hang the blood bag during transfusion"
(m) Packing size of good: Individual plastic blood bags should be packed in a plastic pack and such **3-10 bags** should be packed in aluminum foil pack. **The no. of single blood bags in one foil pack should be 10 bags** 10 such aluminum foiled packs should be packed in the corrugated boxes which should indicate clearly and legibly the name of the manufacturer, name of the product, batch number, quantity, date of manufacturing, date of expiry, gross and net weight and consignee's name and address and other particulars as required.
(n) External sterility of the plastic blood bags should be ensured.

Requirements
SINGLE BLOOD BAGS (350ml)
Blood collection bag made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (Polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.
Capacity: Single blood bag – 350 ml
Design and shapes: 1. Flexible pre-sterilized 2. Pyrogen free 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system) with all leak proof seals (Disposable Bags) 5. Slit on the both sides of the bags should be enough to accommodate 5 – 10 ml volume test tubes 6. The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood
Tubing of bag: **1.** Flexible non-kinking **2.** Non-sticking **3.** Transparent **4.** Leak-proof

Requirements
SINGLE BLOOD BAGS (350ml)
5. The tubing should have **ID/Segment number** **6.** The tubes should have multiple printed ID/Segment numbers
Needle: **1.** 16 gauge ultra thin walled and straight **2.** Sharp regular margins and beveled tip **3.** Rust proof **4.** Tightly fixed with hub covered with sterile guard **5.** Hermetically sealed
External Port: 1. Tamper proof and shouldn't be re-capped 2. Easily accessible 3.
Package: 1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag 2. Easy to handle
Anticoagulant and preservative solution: 1. CPDA-1 (49 ml i.e. 14 ml/100 ml of blood) 2. Clear & colourless 3. No discolouration on storage at room temperature 4. Manufacturer to supply anticoagulant quality check certificate
Label: 1. Non-peal off 2. Heat sealed labels **or Pressure sensitive labels**. 3. Remain attached between room temperature to -80^{0}C with a transparent adhesive 4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag 5. The expiry date should be at least 2 years from the date of **manufacture** of blood bags **or 20 months from the date of supply**.
Resistance to distortion: Filled to normal capacity shall withstand an acceleration of 5000g for 30 min at temperature 4^{0}C to 24^{0}C without becoming permanently distorted and should withstand temperature up to -80^{0}C without breakage.

Double Blood Bags (350 ml) & (450 ml)

Requirements
Double Blood Bags (350 ml) & (450 ml)
Blood collection bag made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (Polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.
Capacity: • Double Blood bag Primary bag (350 ml/450 ml) One Satellite bag (300 ml)
Design and shapes: 7. Flexible pre-sterilized 8. Pyrogen free 9. Non-toxic, non-haemolytic, biocompatible material 10. No risk of contamination and air embolism (closed system) with all leak proof seals (Disposable Bags) 11. Slits at both sides of the bags should be enough to accommodate 5 – 10 ml volume test tubes 12. The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood
Tubing of bag: **1.** Flexible non-kinking **2.** Non-sticking **3.** Transparent **4.** Leak-proof **5.** All the tubings should have same ID/Segment number **6.** All tubes should have multiple printed ID/Segment numbers
Needle: **1.** 16 gauge ultra thin walled and straight **2.** Sharp regular margins and beveled tip **3.** Rust proof **4.** Tightly fixed with hub covered with sterile guard **5.** Hermetically sealed
External Port: 1. Tamper proof and shouldn’t be re-capped

Requirements
Double Blood Bags (350 ml) & (450 ml)
2. Easily accessible
Package: 1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag 2. Easy to handle
Anticoagulant and preservative solution: 1. CPDA-1 (**49ml for 350ml blood bag and 63ml for 450ml blood bag** i.e. 14 ml/100 ml of blood) – Primary bag only 2. Clear & colourless 3. No discolouration on storage at room temperature 4. Manufacturer to supply anticoagulant quality check certificate
Label: 1. Non-peal off 2. Heat sealed **or Pressure sensitive** labels 3. Remain attached between room temperature to -80^{0}C with a transparent adhesive 4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag 5. The expiry date should be at least 2 years from the date of supply of blood bags **or 20 months from the date of supply**
Resistance to distortion: Filled to normal capacity shall withstand an acceleration of 5000g for 30 min at temperature 4^{0}C to 24^{0}C without becoming permanently distorted and should withstand temperature up to -80^{0}C without breakage.

Triple Blood Bags (350 ml) & (450 ml)

Requirements
Triple Blood Bags (350 ml) & (450 ml)
Blood collection bag made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (Polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.
Capacity: • Triple **Blood** bag Primary bag (350 ml/450 ml) First Satellite bag (300 ml) Second Satellite bag (300 ml) for platelet storage for 5 days
Design and shapes: 1. Flexible pre-sterilized 2. Pyrogen free 3. Non-toxic, non-haemolytic, biocompatible material 4. No risk of contamination and air embolism (closed system) with all leak proof seals (Disposable Bags) 5. Slits at both sides of the bags should be enough to accommodate 5 – 10 ml volume test tubes 6. The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood
Tubing of bag: 1. Flexible non-kinking 2. Non-sticking 3. Transparent 4. Leak-proof 5. All the tubings should have same ID/Segment number 6. All tubes should have multiple printed ID/Segment numbers
Needle: 1. 16 gauge ultra thin walled and straight 2. Sharp regular margins and beveled tip 3. Rust proof 4. Tightly fixed with hub covered with sterile guard **5.** Hermetically sealed
External Port:

Requirements
Triple Blood Bags (350 ml) & (450 ml)
1. Tamper proof and shouldn't be re-capped 2. Easily accessible
Package: 1. Protective dual packaging (Individual & Aluminium) eliminating microbial contamination on surface maintaining the contents of the bag 2. Easy to handle
Anticoagulant and preservative solution: 1. CPDA-1 (**49ml for 350ml blood bag and 63ml for 450ml blood bag** i.e. 14 ml/100 ml of blood) – Primary bag only 2. Clear & colourless 3. No discolouration on storage at room temperature 4. Manufacturer to supply anticoagulant quality check certificate
Label: 1. Non-peal off 2. Heat sealed **or Pressure sensitive** labels 3. Remain attached between room temperature to -80^{0}C with a transparent adhesive 4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag 5. The expiry date should be at least 2 years from the date of supply of blood bags **or 20 months from the date of supply**.
Resistance to distortion: Filled to normal capacity shall withstand an acceleration of 5000g for 30 min at temperature 4^{0}C to 24^{0}C without becoming permanently distorted and should withstand temperature up to -80^{0}C without breakage.

Quadruple Blood Bags (350 ml)& (450 ml)

Requirements

Quadruple Blood Bags (350 ml) & (450 ml)

Blood collection bag made up of DEHP (Di-2-ethylhexyl phthalate) plasticized PVC (Polyvinylchloride), collapsible non-vented sterile containers complete with collecting tube for completely closed system to avoid the chances of contamination.

Capacity:

Quadruple blood bag

- Primary bag – (350 ml/450ml) with **top and top**
- First satellite bag (300 ml)- containing additive solution of 78ml **for 350ml and 100ml for 450ml Blood Bag,** for 42 days red cell storage. **The label should have instruction that in case the component are not separated, the whole blood in CPD bag will have shelf life of only 21 (twenty one) days.**
- Second Satellite bag (300 ml) for platelet storage for 5 days
- Third Satellite bag (300 ml)

Design and shapes:

1. Flexible pre-sterilized
2. Pyrogen free
3. Non-toxic, non-haemolytic, biocompatible material
4. No risk of contamination and air embolism (closed system) with all leak proof seals (Disposable Bags)
5. Slit on the both sides of the bags should be enough to accommodate 5 – 10 ml volume test tubes
6. The capacity of the bag should be enough to prevent any ballooning/rupture of the bag from the seam when it is filled up with the requisite volume of blood

Tubing of bag:

1. Flexible non-kinking
2. Non-sticking
3. Transparent
4. Leak-proof
5. All the tubings should have **ID/Segment number**
6. All tubes should have multiple printed ID/Segment numbers

Needle:

1. 16 gauge ultra thin walled and straight
2. Sharp regular margins and beveled tip
3. Rust proof
4. Tightly fixed with hub covered with sterile guard
5. Hermetically sealed

External Port:

1. Tamper proof and shouldn’t be re-capped
2. Easily accessible

Package:

Requirements

Quadruple Blood Bags (350 ml) & (450 ml)

1. Protective dual packaging (Individual & Aluminum) eliminating microbial contamination on surface maintaining the contents of the bag.
2. Easy to handle

Anticoagulant and preservative solution:

1. CPD (49ml **for 350ml blood bag and 63ml for 450ml blood bag** i.e. 14 ml/100 ml of blood) – Primary bag only
2. Additive solution (78ml **for 350ml and 100 ml for 450ml Blood Bag)** - first satellite Bag.
3. Clear & colourless
4. No discolouration on storage at room temperature
5. Manufacturer to supply anticoagulant quality check certificate

Label:

1. Non-peal off
2. Heat sealed labels **or Pressure sensitive labels**
3. Remain attached between room temperature to -80^{0}C with a transparent adhesive
4. Date of manufacturing, date of expiry and lot number must be mentioned on each bag
5. The expiry date should be at least 2 years from the date of **manufacture** of blood bags **or 20 months from the date of supply**.

Resistance to distortion:

Filled to normal capacity shall withstand a acceleration of 5000g for 30 min at temperature 4^{0}C to 24^{0}C without becoming permanently distorted and should withstand temperature up to -80^{0}C without breakage.

(II) Inspection and Tests

The following inspection procedures and tests are required by the Purchaser

Our Minimum Requirements
Inspection and Tests
a. Two sets of samples **each of 40 bags** will be drawn at random from each batch by the Purchaser's Inspector at the manufacturer's premises & sealed before dispatch.
b. One set of sealed sample will be sent to an independent laboratory selected by the Inspector for conducting the required test to confirm whether the samples conform to the prescribed specification. Another set of sealed sample will be retained with the testing lab as counter sample till the shelf life.
c. A note will be issued by the Purchaser on the basis of test report, accepting or rejecting the batch as the case may be
d. The Goods will be dispatched only after the above inspection and test procedure has been followed and dispatch clearance has been issued.
e. The Purchaser/consignee shall have the right to draw samples at random from the consignment anytime during the shelf life of the Goods and get them retested to satisfy whether the lots conform to the laid down specifications. In the event of the product failing to conform to specifications, the consignee shall reject that batch of supply and inform the supplier for arranging replacement of the rejected batches at supplier's cost.

PART B

(I) SPECIAL INSTRUCTIONS

Our Minimum Requirements
TECHNICAL SPECIFICATION – GENERAL
1. Product and Package Specifications
1.1. The required packing standards and labeling must meet the requirements given in this Technical Specification and Part.
1.2. Not only the Goods but also the packaging components should also meet specifications suitable for use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tampered-proof.
1.3. All labeling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated
1.4. Goods requiring refrigeration or freezing for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.
1.5. Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the Purchaser may request
2. Product Information
2.1. The following information will be required for each pharmaceutical product offered by the Bidder: i) International Non-Proprietary Name (INN), if applicable; ii) Brand Name (if it appears on label); iii) Name and address of the manufacturer; iv) Country of origin; and v) Compendia standards
2.2. Upon award, the supplier shall, on demand, provide a translated version in English, of the prescriber's information for any specific product, the Purchaser may request.
2.3. Failure to include any of this information, at the discretion of the Purchaser, may render the bid non-responsive.
3. Expiration Date
3.1. All products must indicate the dates of manufacture and expiry. In addition, unless otherwise stated in Part A of these Specifications, all products must arrive at the final consignee point with a remaining shelf life of at least five-sixths (5/6ths) of the total stipulated shelf life at the time of manufacture.
4. Recalls
4.1. If products must be recalled because of problems with product quality as a result of quality check carried out during the life span of the drug or adverse reactions to the pharmaceutical, the supplier will be obligated to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable pharmaceuticals, or withdraw and give a full refund if the product has been take off the market due to safety problems.
5. Labeling Instructions
5.1. The label **for each aluminum pack & each blood bags** shall include: (a) the Purchaser's logo and code number and any specific color coding if required (b) content per pack (c) instructions for use (d) special storage requirements (e) batch number (f) date of manufacture and date of expiry (in clear language, not code) (g) name and address of manufacture with license number (h) any additional cautionary statement

Our Minimum Requirements
TECHNICAL SPECIFICATION – GENERAL
5.2. The outer case or carton should also display the above information
6. Details of Packing/Cases
6.1. All cases should prominently indicate the following: i) The generic name of the product; ii) date of manufacture and expiry (in clear language not code); iii) batch number; and iv) quantity per case.
6.2. No case should contain drugs from more than one batch.
7. Unique Identifier
7.1. The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging and in certain dosage forms such as tablets and this will be indicated in Part A of the Technical Specifications. The design of such logo shall be provided to the supplier at the time of Contract award.
8. Qualifications of Manufacturer
8.1. The bidder shall furnish a certificate from the competent FDRA that the manufacturer of the pharmaceutical or vaccine product covered by this Invitation for Bids is licensed to manufacture these products.
9. Standards and Quality Assurance Requirements
9.1. All products must:
(a) Meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin;
(b) Conform to all the specifications contained herein; and
(c) Must undergo strict raw material inspection, in process checks, appropriate material handling to eliminate cross contamination (of molecules) and final product testing to ensure quality and consistency of the products.
9.2. The Bidder is required to furnish to the Purchaser: (a) With each consignment, a certificate of quality assurance test results concerning quantitative assay, chemical analysis and other tests, as applicable to the product being supplied and Part A of these Specifications. (b) Assay methodology of any or all tests if requested. (c) Evidence of basis for expiration dating and other stability data on the offered package (as per climatic conditions prevalent in India) concerning the commercial final package upon request. (d) Package integrity test results.
9.3. The Bidder will also be required to provide the purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished Goods.

PART C

(I) SPECIAL INSTRUCTIONS

Requirement	
SPECIAL INSTRUCTIONS	
1.	Each **blood bag** packing, inner carton and nested cartons to have the following words printed in red ink with bold letters. "NACO SUPPLIES- NOT FOR SALE"
2.	Life of the product, indicating the date of manufacture and date of expiry should be printed as per Drugs & Cosmetics Act-India
3.	Equivalency of Standards & Codes Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the Product to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable
4.	Packing (Clause 10 of GCC) Add as clause 10.3 of the GCC the following – Packing Instruction: Each **Aluminum pack** will be marked on **one side** with proper paint/indelible ink, the following; i)Project : National HIV/AIDS Control Project ii) Purchase Order No. : iii)Country of origin of Goods : iv)Supplier's Name and : v)Packing list reference number :
5.	Each outer packing containing the unit packing should have the following label printed in bold letters in large size. i) Purchaser's Name : MINISTRY OF HEALTH & FAMILY WELFARE, Govt. of India ii) Project : National HIV/ AIDS Control Project iii) Purchase Order No : iv) Country of origin of Goods v) Supplier's Name
6.	Any other labeling requirement which the purchaser may ask at the time of approving the labeling samples

Annexure 1

Bar coding requirements for all medical supplies

Our Requirements

Bar coding requirements for all medical supplies

Section A) Primary packaging (Item level and monocarton level)

At individual item level (strip of 10 tablets, syrup bottle, injections, vials etc) and/ or on its monocarton (wherever applicable), are required to have a pre printed barcode on its product packaging using either of the barcode symbologies mentioned below:

a) GS1 linear barcode symbology (EAN-13/UPC-A/EAN-8) to encode GTIN (Global Trade Identification Number) within the barcode.

or

b) GSI Data Matrix symbology to encode 14 digits product code (GTIN14) within the barcode and using (01) application identifier (to be used where ptinting space is extremely limited).

Examples of the same are reproduced at Annexure 'A'.

All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.

Section B) Secondary level Packaging (Intermediate packaging)

At secondary level packaging (e.g. box of 10 strips containing 10 tabs each, pack of 10 vials, pack of 10 injections etc), barcode encoding following information to be stickered or preprinted on secondary packaging:

1) Product identification Code (GTIN-14 of secondary pack) using application identifier (01).
2) Expiry date in **YYMMDD** format using application identifier (17)
3) Batch/Lot Number using application identifier (10)

GSI-128 barcode symbology to be used to generate the barcode.

Examples of the same are reproduced at Annexure 'B'.

All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.

Section C) Tertiary level packaging (Shipper level packaging)

At shipper level packaging , a single label containing two barcodes needs to be generated and stickered . The barcodes will encode following information:

The first barcode will contain the following information:

1) Product Identification Code (GTIN-14 of shipper level pack) using application identifier (01).
2) Expiry Date in **YYMMDD** format using application identifier (17)
3) Batch/Lot Number using application identifier (10)

The second barcode will contain the following information:

Our Requirements
Bar coding requirements for all medical supplies
1) SSCC (Serial Shipping Container Code) using application identifier (00) Examples of the same are reproduced at annexure ‘c’. All other human readable information on product packaging shall be as required under existing Regulatory labeling & marking requirements.

Annexure “A”

Examples of Primary Level Packaging

For generation of GSI barcode at primary level packaging either of the mentioned symbologies can be used, following GSI General Specifications.

The following GSI barcode symbologies are available as options :-

1) The barcode sample for EAN-13 barcode symbology encoding GTIN-13

2) The barcode sample for UPC-A barcode symbology encoding GTIN-12

Note: Both GTIN-13 GTIN-12 are in extensive use worldwide

3) The barcode sample for EAN-8 barcode symbology encoding GTIN-8 (Used where printing space is a constraint)

4) The barcode sample for GSI Data Matrix barcode symbology encoding GTIN-14 (Used where printing space is extremely limited)

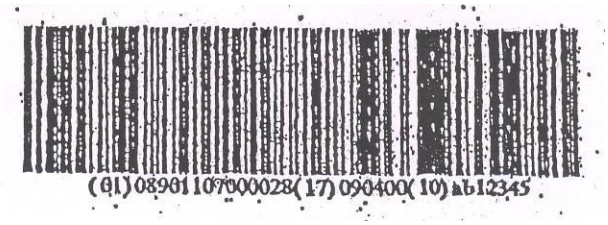
(01)08901107000011

Annexure “B”

Example of Secondary level Packaging

The barcode will encode :

1) Product identification (GTIN 14 of secondary pack) using application identifier (01)
2) Expiry date in **YYMMDD** format using application identifier (17)
3) Batch/Lot Number using application identifier (10)



Section – V
Quality Control Requirements

(Proforma for equipment and quality control employed by the tenderer)

Tender Reference No. ……
Date of opening ……
Time …….
Name and address of the Tenderer: …….

Note: All the following details shall relate to the tenderer for the items quoted for.

01 Name of the testing lab
- a. full postal address
- b. full address of the premises
- c. telegraphic address
- d. telex number
- e. telephone number
- f. fax number
- g. Email address

02 Plant and machinery details
03 Testing process details
04 Monthly (single shift) testing capacity of items quoted for
- a. normal
- b. maximum

05 Total annual turn-over (value in Rupees)
06 Quality control arrangement details
- a. for incoming materials and bought-out components
- b. for process control

07 Test certificate held
- a type test
- b BIS/ISO certification
- c any other

08 Details of staff
- a. technical
- b skilled
- c unskilled

Signature and seal of the Tenderer

Section – VI
Qualification Criteria

1. The Testing Laboratory should be located in India.

2. The laboratory should have achieved average turn- over of minimum Rs. 1,00,00,000/- (Rupees One crore) in the last 3 completed financial years. Audited balance sheet of last three years duly certified by the Auditor should be attached.

3. The Laboratory should have good knowledge and experience of inspection procedures of Drugs and Medical Supplies. The laboratory should either be WHO pre-qualified laboratory or accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL). Please quote the license number along with the period for which the laboratory has been permitted to operate. Please provide a copy of the letter issued by the licensing authority duly certified by a Chartered Accountant

4. That the license of the laboratory has not been suspended for misreporting. A letter to the effect from the licensing authority should be provided. In case the license has been suspended for any reason, please provide the statement of objections by the licensing authority and the period for which the license remained suspended and as to how the objections were overcome. Please provide documentary evidence to support the restoration of the license.

5. That the laboratory has a minimum experience of 5 years for the testing of Blood Bags. Please provide the supportive documents (Copy of one test report for each year).

6. That the laboratory follows 'Good Laboratory Practices' as per the guidelines issued by the Drugs Controller General (India), Government of India. Please provide documents of the last GLP audit.

7. The laboratory shall retain the residual samples with proper documentation for a period of six months. In case the Department desires repeat testing, the laboratory shall allow Department's representative or any of its deputed personnel to visit the facility for an audit/witness testing/or for any discussions relevant to it.

Section-VI A

Evaluation criteria

Sr.No.	Criteria	
1	**Quality Assurance Parameters**	
1a	GLP (Item no.6)	Responsive/ non- responsive
1b	WHO pre- qualified or NABL Accreditation (Item No.3)	Responsive/ non- responsive
2	Experience	
2a	Past Experience (Item no.5)	Responsive/ non- responsive
3	**Financial Strength** (Item no.2)	
3a	Average turn- over of minimum Rs. 1,00,00,000/- (Rupees One crore) in the last 3 completed financial years	Responsive/ non- responsive

All the above criteria are mandatory. In case, the firm doesn't get responsive in any of the above criteria, the firm will be rejected and shall not be considered for financial bidding. (Reference Rule 152 General Financial Rules)

Other requirements spelt out in Section-VI are mandatory.

Section – VII
TENDER FORM

Date_____

To

_____
_____
_____
(Complete address of the purchaser)
Ref. Your TE document No. _____dated _____

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 deliver_____ *(Description of services)* in conformity with your above referred document as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to perform the services as mentioned above, in accordance with the time schedule specified in the Contract.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 24 for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 19, read with modification, for subsequently extended period, if any, agreed to by us. 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 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 Govt. Authorities.

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

_____
(Signature with date)

_____
(Name and designation)
Duly authorised to sign tender for and on behalf of

_____
_____

SECTION – VIII

PRICE SCHEDULE

1	2	3	4	5	6	7
S No.	Brief Description of Goods/services	Unit	Quantity	Price per batch (Rs.)		Total Price (Rs.)
				Basic Price(Rs.)	Service tax or any tax [%age & value]	
1	Visit of Inspecting Officer to Thiruvanthapuram, Kerala (including travel, per diem charges and other charges)	No. of Man-days				
2	Charges for transportation of samples to Testing Lab	Per Kg of samples collected				
3	**Charges for testing of Blood Bags**					
3.1	Single Blood Bags (350 ml)	No. of batches	477 batches			
3.2	Double Blood Bags (350ml)		144 batches			
3.3	Double Blood Bags (450ml)		53 batches			
3.4	Triple Blood Bags (350ml)		448 batches			
3.5	Triple Blood Bags (450ml)		428 batches			
3.6	Quadruple Blood Bags (350ml)		175 batches			
3.7	Quadruple Blood Bags (450ml)		216 batches			
Total						

Total Tender price in Rupees: _____
In words: _____

Note: -

1. **The quoted price should be fixed and final.**
1. **If there is a discrepancy between the unit price and total price THE UNIT PRICE shall prevail.**
2. **If any component of price is mentioned as "included/inclusive", then the respective amount/% must be mentioned.**
3. **The Exemption Certificate for Taxes/Duties will not be issued by the Purchaser.**

Signature of Tenderer_____

Name_____

Business Address_____

Seal of the Tenderer_____

Place: _____Date:_____

Date: _____

SECTION –IX

BANK GUARANTEE FORM FOR EMD

Whereas _____ (hereinafter called the "Tenderer") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "tender") against the purchaser's tender enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20____.
The conditions of this obligation are:

(1) If the Tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

(2) If the Tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-

a) fails or refuses to furnish the performance security for the due performance of the contract.
or
b) fails or refuses to accept/execute the contract.
or
c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition(s).
This guarantee will remain in force for a period of forty-five days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

_____
(Signature of the authorised officer of the Bank)

_____

_____
Name and designation of the officer

_____
Seal, name & address of the Bank and address of the Branch

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

To

WHEREAS _____ (Name and address of the supplier) (Hereinafter called "the supplier") has undertaken, in pursuance of contract no_____ dated _____ to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

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

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

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

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

This guarantee shall be valid up to and including the _____ day of _____, 20___

…….

(Signature with date of the authorised officer of the Bank)

…….

Name and designation of the officer

…….

…….

Seal, name & address of the Bank and address of the Branch

SECTION – X

CONTRACT FORM

CONTRACT FORM FOR SUPPLY OF GOODS/SERVICES

_____

_____

(Address of the purchaser's
office issuing the contract)

Contract No_____ dated_____

This is in continuation to this office's Notification of Award No_____ dated _____

1. Name & address of the Supplier: _____
2. Purchaser's TE document No_____ dated_____ and subsequent Amendment No_____, dated_____ (if any), issued by the purchaser
3. Supplier's Tender No_____ dated_____ and subsequent communication(s) No_____ dated _____ (if any), exchanged between the supplier and the purchaser in connection with this tender.
4. In addition to this Contract Form, the following documents etc, which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as integral part of this contract:

   (i) General Conditions of Contract;

   (ii) Schedule of requirement;

   (iii) Tender Form furnished by the supplier;

   (iv) Price Schedule(s) furnished by the supplier in its tender;

   (v) Purchaser's Notification of Award

   Note : The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under clause 1 of Section II - 'General Instructions to Tenderers' of the Purchaser's TE document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(i) Brief particulars of the services which shall be provided by the supplier are as under:

Items No.	Brief description of services	Basic Price(In Rs.)	Taxes and Duties (In % & Rs.)	Total price (In Rs.)	Time Schedule

- The additional cost, if any shall be paid based on the unit rates given in Annexure-I. In such a case, the contract value shall be deemed to be adjusted to the extent of increased or decreased performance of services.

- The no. of batches mentioned are just indicative, it may increase or decrease.

- 100% payment of the order value shall be released within 30 days of submission of claim supported by Invoice, Inspection and test report of each batch of Blood Bag tested.

- The Employer may consider extension of contract, if required.

Any other additional services (if applicable) and cost thereof: _____
Total value (in figure) _____ (In words) _____

(ii) Time Schedule
(iii) Destination and despatch instructions
(iv) Payment terms
(v) Paying authority

_____
(Signature, name and address
of the purchaser's authorised official)
For and on behalf of The President of India

Received and accepted this contract

_____
(Signature, name and address of the supplier's executive
duly authorised to sign on behalf of the supplier)
For and on behalf of _____
(Name and address of the supplier)

_____
(Seal of the supplier)
Date: _____

Place: _____

SECTION –XI

CHECKLIST

Name of Tenderer:

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
1. a.	Have you enclosed EMD of required amount for the quoted schedules?			
b.	In case EMD is furnished in the form of Bank Guarantee, has it been furnished as per Section IX?			
c.	In case Bank Guarantee is furnished, have you kept its validity of 210 days from Techno Commercial Tender Opening date as per clause 18 of GIT?			
2. a.	Have you enclosed duly filled Tender Form as per format in Section VII?			
b.	Have you enclosed Power of Attorney in favour of the signatory?			
3.	Are you a SSI unit, if yes have you enclosed certificate of registration issued by Directorate of Industries/NSIC?			
4. a.	Have you enclosed clause-by-clause technical compliance statement for the quoted services vis-à-vis the Schedule of Requirement?			
b.	In case of Technical deviations in the compliance statement, have you identified and marked the deviations?			
5. a.	Have you submitted satisfactory performance certificate as per the Proforma for performance statement in Sec. XII of TE document in respect of all orders?			
b.	Have you submitted copy of the order(s) and end user certificate?			
6.	Have you submitted prices of services, in the Price Schedule as per Section VIII?			
7.	Have you kept validity of 120 days from the Techno Commercial Tender Opening date as per the TE document?			
8.	Have you furnished Income Tax Account No. as allotted by the Income Tax Department of Government of India?			
9.	Have you intimated the name and full address of your Banker (s) along with your Account Number?			

Sl No.	Activity	Yes/ No/ NA	Page No. in the TE document	Remarks
10.	Have you fully accepted payment terms as per TE document?			
11.	Have you accepted terms and conditions of TE document?			
12.	Have you furnished documents establishing your eligibility & qualification criteria as per TE documents?			
13b	Have you furnished Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening?			

N.B.

1. **All pages of the Tender should be page numbered and indexed and signed.**
2. **The Tenderer may go through the checklist and ensure that all the documents/confirmations listed above are enclosed in the tender and no column is left blank. If any column is not applicable, it may be filled up as NA.**
3. **It is the responsibility of tenderer to go through the TE document to ensure furnishing all required documents in addition to above, if any.**
4. **Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.**
5. **In case a tenderer furnishes a wrong or evasive answer against any of the question/issues mentioned in the Checklist, its tender will be liable to be ignored.**

_____
(Signature with date)

_____

_____
(Full name, designation & address of the person duly authorised to sign on behalf of the Tenderer)

For and on behalf of

_____

_____
(Name, address and stamp of the tendering firm)

SECTION-XII

PROFORMA 'A'

PROFORMA FOR PERFORMANCE STATEMENT

(For the period of last two years)

Tender Reference No. : _____

Date of opening : _____

Time : _____

Name and address of the Tenderer : _____

Order placed by (full address of Purchaser)	Order number and date	Description and quantity of ordered goods /services	Value of order (Rs.)	Date of completion of Contract		Remarks indicating reasons for delay if any	Any complaint or satisfactory report (attach documentary proof)**
				As per contract	Actual		
1	2	3	4	5	6	7	8

Signature and seal of the Tenderer

** The documentary proof will be a certificate from the end user with cross-reference of order no. and date in the certificate along with a notarized certification authenticating the correctness of the information furnished. If at any time, information furnished is proved to be false or incorrect, the earnest money furnished will be forfeited in addition to other actions as deemed fit.