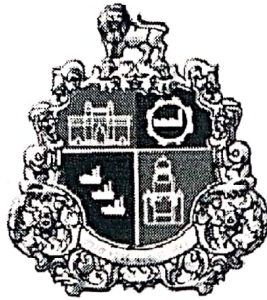


King Edward Memorial Hospital, Mumbai

(Center of Excellence for Rare Disease under National Policy for Rare Diseases 2021)

Invites

SHORT SEALED TENDER



FOR THE SUPPLY OF

MEDICINES FOR RARE GENETIC DISEASES UNDER THE NATIONAL
POLICY FOR RARE DISEASE 2021 OF GOVERNMENT OF INDIA

Short Sealed Tender No:- KEM/325/Hemet/25

Dated:- 02/01/2025

SHORT SEALED TENDER.

Subject- To Invite Short Sealed Tender - Original Manufacturer/Vendor/Distributor to supply the medicines for patients of rare disease through the NPRD (National Policy for Rare Disease)-2021 fund received in PBCF (Poor Box Charity Fund) Department of K.E.M. Hospital.

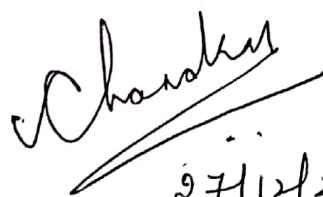
King Edward Memorial Hospital is one of the leading tertiary care, public hospitals in the metropolis Of Mumbai that provides basic as well as specialize services to needy patients from all over the country. With a glorious legacy of 99 years and currently catering to over 1.8 million out-patients and 85,000 in-patients annually, the institute is among the top ranked medical institutes in India. KEM Hospital is one of the Centers of Excellence {CoE} under the NPRD-2021 and provides facilities for diagnosis, prevention and treatment of rare diseases. Through the funds received under NPRD-2021, the KEM Hospital wishes to purchase medicines for patients of rare disease.

For purchase of the above drugs, it is proposed to invite SST (Short Sealed Tender) from Original Manufacturer/Vendors/Distributor, to supply the same to KEM Hospital. Original Manufacturer/Vendors/Distributor should collect an application form from Department of Clinical Haematology, KEM Hospital from **02/01/2025** to **10/01/2025** in working hours and all proposals with the required documents should be submitted on or before **10/01/2025 (by 4:00pm) in the New MS Building, 10th Floor, Ward No. 42, Department of Clinical Haematology, KEM Hospital, Parel, Mumbai – 400 012** with Three Packet System (i.e. Packet A is Administrative Documents, Packet B is Technical Documents & Packet C is Commercial Documents). Do not disclose the price other than in the commercial packet. All documents (Packet A, Packet B & Packet C) are to be packed in **single sealed envelopes** & all envelopes are to be submitted in sealed form. The packet will be opened in front of KEM Hospital Rare Disease Committee as per schedule decided by committee.

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Specifications for Drug for the Department of Clinical Haematology of KEM hospital

	Description
Name of the disease	Common Variable Immunodeficiency, X linked agammaglobulinemia, Primary immunodeficiency requiring Intravenous Immunoglobulin (IVIg) therapy
Name of the drug	Intravenous Immunoglobulin IVIg
Specifications for the drug	I. Immune globulin injection (human) 10% liquid, II. 5 gm in 100 ml that is approved for the treatment of PID in both adults and paediatrics, III. Aparticulate, clear or slightly opalescent, colourless solution IV. For intravenous use
Quantity with packages	666 vials in staggered supply of 180 vials every 3 months then 126 vials in the last 3 months


27/12/24
Dr. Chandrakala S.
(Reg. No. 2000/10/3281)
Prof. & Head
Department of Hematology
K.E.M. Hospital, Parel
Mumbai-400 012

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Acharya Donde Marg, Parel, Mumbai – 400 012.

GENERAL
REQUIREMENTS:

• **Packet A** :-

A. Administrative Documents (Attested Copies)

- 1) Short Sealed Tender form
- 2) Signed & Stamp copy of Short Sealed Tender
- 3) Pan Card with Photograph as applicable
- 4) GST Registration certificate as applicable
- 5) Copy of Power of Attorney as applicable
- 6) Copy of valid sales TAX/VAT/GST registration certificate (whichever is applicable)
- 7) Authority letter for appointment of Distributor (as applicable)
- 8) Photograph of individuals, proprietor of all partners as the case may be
- 9) Taxes bifurcation & HSN code mentioned on letterhead
- 10) Bidder's Profile

• **Packet B** :-

B. Technical Documents (Attested Copies)

- 1) Valid Drug Manufacture License/Import License (Form 10)/Repacking License/Medical Devices License with approved product list issued by competent drug authority (as applicable)
- 2) Valid Drug Selling License issued by FDA (as applicable)
- 3) Valid Product wise WHO-GMP certificate with approved Product List or Certificate of Pharmaceutical Products (COPP) issued by FDA.
- 4) Quality Control Test Report /FDA approved Lab/ Govt. aided Lab/In house Test Report form manufacturer as per D & C Act.
- 5) Rate should be quoted per number (unit should specified)
- 6) Sample along with Test Report should be submitted as & when asked

• **Packet C** :-

C. Rate Envelop

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The supplier should be submitting documents mention in checklist attached here with.

If any doubts or any query about above mentioned work, you can contact New MS Building, 10th Floor, Ward No. 42, Department of Clinical Haematology, KEM Hospital, Parel, Mumbai – 400 012.

Chandh
27/12/24

Dr. Chandrakala S
Professor and Head
Department of Haematology
Seth GSMC & KEM Hospital.

Dr. Chandrakala S.
(Reg. No. 2003/10/3281)
Prof. & Head
Department of Hematology
K.E.M. Hospital, Parel
Mumbai-400 012

As checked & proposed by above HODs

with
28/12/24
Dr. Ajay Rana
Deputy Dean
Seth GSMC & KEM Hospital

Dy. P. S. Bhatnagar
K. E. M. Hospital

S. Ravat
30/12/24

Dr. Sangeeta Ravat
Dean (Chairperson)
Seth GSMC & KEM Hospital.

Dean, K.E.M.H. & Seth G.S.M.C.,
Parel, Mumbai - 400 012.

Mamta
29/12/2024

Dr. Mamta Muranjan
Nodal Officer for Rare Diseases
Professor and In-charge of Genetic Clinic
Department of Pediatrics
Seth GSMC & KEM Hospital.

DEPARTMENT OF PEDIATRICS
SETH G. S. MEDICAL COLLEGE &
K.E.M. HOSPITAL,
PAREL. MUMBAI - 400 012

SETH G.S. MEDICAL COLLEGE & K.E.M. HOSPITAL
Acharya Donde Marg, Parel, Mumbai – 400 012.

Checklist of Documents to be submits with Short Scaled Tender form as per the order given below.

Sr. No.	Administrative Documents	Sr. No.	Technical Documents
1	Short Sealed Tender Form	1	Valid Drug Manufacture License/Import License (Form 10)/Repacking License/Medical Devices License with approved product list issued by competent drug authority (as applicable)
2	Signed & Stamp copy of Short Sealed Tender	2	Valid Drug Selling License issued by FDA (as applicable)
3	Pan Card with Photograph as applicable	3	Valid Product wise WHO-GMP certificate with approved Product List or Certificate of Pharmaceutical Products (COPP) issued by FDA.
4	GST Registration certificate as applicable	4	Quality Control Test Report /FDA approved Lab/ Govt. aided Lab/In house Test Report form manufacturer as per D & C Act.
5	Copy of Power of Attorney as applicable	5	Rate should be quoted per number (unit should specified)
6	Copy of valid sales TAX/VAT/GST registration certificate (whichever is applicable)	6	Sample along with Test Report should be submitted as & when asked
7	Authority letter for appointment of Distributor (as applicable)		
8	Photograph of individuals, proprietor of all partners as the case may be		
9	Taxes bifurcation & HSN code mentioned on letterhead		
10	Bidder's Profile		

**Authorized Signature of the Bidder
With Official Seal & Address**

Chapter – I
IMPORTANT TERMS & CONDITIONS

1. The Tenderer (i.e. Original Manufacturer or Authorized Dealer) are requested to submit their offer in their own letter head, neatly typewritten without any overwriting.
2. The Tenderers shall have to indicate clearly the brand/ make of the product(s) for which they are submitting the quotation.
3. **Evaluation of the bids:**
 - 3.1 The evaluation of the bids shall be done based on requirement of KEM Hospital and any decision taken by KEM Hospital into the matter will be final and binding.
 - 3.2 The bids which are incomplete, not in conformity with the terms & conditions of the bid, conditional bids and unsigned bids shall be rejected as non-responsive without any further evaluation.
 - 3.3 Bids not supported by the eligibility criteria shall be summarily rejected.
 - 3.4 Bidders may be called for discussion /clarification/ further discount before the finalization, if considered necessary by KEM Hospital.
 - 3.5 All the bids where the maximum discount on NDP Price/ Price List/Institutional Price/Hospital Price is offered shall be processed for finalization.
4. **Price:**
 - 4.1 Prices must be quoted on the basis of Discount on Net Dealer Price (NDP) for each category of items in terms of Percentage (%) discount on NDP. Additional Dealer Discount may also be mentioned clearly wherever applicable.
 - 4.2 The bidder must undertake that the prices mentioned in their pricelist are firm and valid. However, in the event of any decrease in the prices during the contract period the same should be notified to KEM Hospital. Alongside, if any special promotional marketing scheme(s) is/are launched from time to time, the same must be made available/ intimated to KEM Hospital, Mumbai.
 - 4.3 The bidder should ensure that the prices quoted are FOR, KEM Hospital, basis including its unloading at KEM Hospital as per the details given in KEM Hospital Purchase Order (PO) and inclusive of all taxes and duties. In case of temperature-controlled products, necessary precautionary measures shall be taken so by the supplier that the item(s) remain in the specified temperature till its delivery to the KEM Hospital end user.
 - 4.4 The prices remain fixed during the currency of quotation period and the end users of the Institute shall be invariably offered agreed benefits of item(s) even in cases of cash purchase by KEM Hospital user in view of any urgency. In such cases, the bidder is not permitted to charge higher prices than the prices approved by KEM Hospital. In case if it is found that the bidder is charging lesser prices than the prices agreed under the quotation to any other organization/user, the prices/orders shall be modified suitably without any intimation to the bidder.

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4.5 The bidder shall submit the bid of pricelist to the following address:

Department of Clinical Haematology,
New MS Building, 10th Floor,
Ward No 42, KEM Hospital, Parel,
Mumbai – 400012
Ph: 022-2410 7063
E-mail: rare.kemh@gmail.com/drchandra1s@gmail.com

4.6 The prices quoted must include the prices of goods up to KEM Hospital inclusive of freight, insurance up to KEM Hospital, charges for dry ice or any incidental charges.

5. Product Quality:

The manufacturer/bidder should give an undertaking stating that the products they are offering are of good quality, new, unused, genuine and as per standard specifications. In case it is found that the product is old or spurious, the bidder shall be barred from doing any business with KEM Hospital for a period which will be determined by competent authority. The manufacturer/bidder also undertakes that they are solely responsible in case of any discrepancies are noticed during the supply with regard to the catalogue no., quality, quantity, packages, leakages, short supplies, damages and the same shall be replaced at 'free of cost' by the bidder. In case after receipt and inspection of material or during its usage, any defect is found in the quality of material, the supplier shall have to provide free replacement of the supplied material or he shall have to refund the amount charged towards the same.

6. Order amendments:

On receipt of the Purchase Order, the Bidder shall check the correctness of the product code, rates and other terms and conditions of the Purchase Order. In case of any discrepancy/corrections the same should be immediately brought to the notice of the KEM Hospital immediately.

7. Delivery:

7.1 The ordered items must be delivered at KEM Hospital unless otherwise specified in the purchase order within a period of FOUR (04) Weeks from the date of issue of purchase order. Supplies are normally accepted on all working days from 10:00 AM to 3:00 PM except on Saturday, Sunday and other public holidays. In case of deviation in delivery timeline due to any specific issue in an individual case, the bidder must seek prior written approval of KEM Hospital to extend the same, failing which LD may be invoked for such delayed delivery and PO itself can be cancelled at the discretion of KEM Hospital.

7.2 All the perishables/hazardous / fragile item(s) shall be opened in the presence of the representative of the bidder and the user, if required. Bidder will be responsible for any loss due to negligent packing and transportation. Package of such products shall specifically

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indicate that goods being supplied are perishables/hazardous / fragile with advance written intimation to this office.

- 7.3 The bidder can execute the supply of the ordered material in a staggered manner only with prior written permission of KEM Hospital and maximum of three staggered deliveries can be allowed per purchase order within the delivery schedule, if approved by KEM Hospital specifically. But, in case of perishables, hazardous consumables, the consent of the user must be obtained prior to the execution of the supply so that necessary precautions shall be taken for their effective use under intimation to KEM Hospital.
- 7.4 Among the medicines supplied that any medicines nearing expiry shall be replaced.
- 7.5 Expiry date minimum of one year is required.
- 7.6 If asked CDSCO / USFDA certificate of particular drug should be submitted by the Vendor.
- 7.7 Drug license is mandatory
- 7.8 Before making contract drug formula, quantity and quality will be cross checked.
- 7.9 Indenter has right to refuse the material, if it is not meeting the above said requirements.

8. Late Delivery:

The material must be supplied within stipulated period/validity of supply date. In case of delay in supply from the side of supplier, a penalty of 0.5 (zero point five) per cent of order value per week of delay subject to a maximum of 10 (ten) per cent shall be levied in cases where ordered goods are delayed beyond the schedule delivery period. Beyond this the Supply Order is liable to be treated as cancelled at the discretion of The Dean, KEM Hospital. It may however be noted that Force Majeure clause is acceptable to us. Extension of delivery schedule shall be considered only under exceptional circumstances and upon a written request from the firm. LD shall not apply in case the extension is approved by the Competent Authority, KEM Hospital.

9. Payment:

- 9.1 Payment for supplies will be made on Bill Basis after supply and acceptance. Normally 100% payment against a pre-receipted bill in triplicate (duly stamped) should be made within 30 days after receipt of materials if found in order, in quality and in quantity. Supplies will be made promptly within the delivery schedule. For local supplies, the payment will be made only after satisfactory supply at KEM Hospital and after certification by our user expert/scientist. Kindly supply the material in one lot of any P.O. If you are unable to supply in single lot then you can supply twice or thrice the single bill may be raised and submitted with supporting delivery challans.
- 9.2 No advance payment shall be made for part supplies under normal circumstances. KEM Hospital reserves the right to cancel the purchase order in case part supply is not affected within the reasonable period or KEM hospital also reserve the right to recover 10 (ten) per cent of the payment as security to be paid on completion of the contract at the discretion of the Competent Authority.
- 9.3 TDS/ TCS will be deducted as per applicable statutory provisions as per instructions issued by the Govt. from time to time.

10. Fall Clause:

- 10.1 The proposed tender shall be guided by the FALL CLAUSE wherein if the bidder undertakes to reduce price or sells or even tenders to sale the tendered goods following conditions of sales of same / similar to those of the tender to any other person or organization during the currency of the tender. Accordingly, the rate contract prices will be automatically reduced with effect from that date for all the subsequent supplies under the rate contract and, the rate contract shall be amended accordingly at reduced price offered by Rate Contract holder / bidder to any other third party / organization. This includes products uploaded by the bidder's authorized dealer on GeM and other parallel rate contract holders, if any.
- 10.2 An undertaking is required to be given by all the manufacturers / bidder that the rates offered by them are not more than the rate offered to any other DBT/Government agencies/Institution and the discount offered is not less than the discount offered to any other DBT/ Government agencies/Institution. In case any such discrepancy is noticed at any point of time manufacturers / bidder shall undertake to refund the difference amount to KEM Hospital, Mumbai and also is liable to be cancelled at the discretion of the Competent Authority, KEM Hospital.

11. Discount:

- 11.1 The bidder shall offer a FIXED DISCOUNT applicable on the list price/ NDP applicable in BOQ (price bid). The discount must be indicated in the BOQ (Price Bid). Bidder shall also upload pdf/scanned copy of offered discount structure in their letterhead strictly in conformity with BOQ duly signed and stamped by their authorized representative along with their e-bid for reference, particularly in cases where bids are submitted for multiple category with different discount structure for each category to ensure clarity.
- 11.2 The percentage of discount must be mentioned in words as well as figures.

12. Prices shall be quoted in Indian Rupees only. Bids in currency other than Indian Rupee (INR) will be REJECTED summarily / ab initio as unresponsive. Tender for the supply of drugs, medicines, etc. with conditions like 'AT CURRENT MARKET RATES' shall not be accepted.
13. Vague terms like "packing forwarding transportation etc. extra" without mentioning the specific amount/percentage of these charges will not be accepted. Such tender shall be treated as incomplete and rejected.
14. The bidder should submit a certificate stating that maximum discount is being given and no other Government Organization including DBT is being benefited more than this discount (Annexure I).
15. The bid has to be valid for 90 days from the date of opening.
16. Conditional tender shall not be accepted.

17. Code of Integrity:

17.1 The bidders/suppliers should sign a declaration about abiding by the “Code of Integrity for Public Procurement” in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on. (Annexure II)

17.2 Code of integrity for Public Procurement:

The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

17.2.1. “Corrupt practice”: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;

17.2.2 “Fraudulent practice”: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract.

17.2.3. “Anti-competitive practice”: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

17.2.4 “Coercive practice”: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;

17.2.5 “Conflict of interest”: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and

17.2.6. “Obstructive practice”: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

17.3 Obligations for Proactive disclosures:

- i) The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming 14 under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- ii) The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- iii) To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser. Similarly, voluntary reporting of previous transgressions of Code of Integrity elsewhere may be evaluated and barring cases of various grades of debarment, an alert watch may be kept on the bidder's actions in the tender and subsequent contract.

17.4 Punitive Provisions:

Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) Calling off of any pre-contract negotiations; and
 - c) Rejection and exclusion of the bidder from the procurement process.
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.
- iii) Provisions in addition to above:
 - a) Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

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Annexure I

Format for declaration by the Bidder for Reasonability of Prices
(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

**The Dean,
KEM Hospital, Parel,
Mumbai – 400012**

Respected Maam,

With reference to your Tender No. _____ dated _____ I/We hereby
certify that the price/s offered vide our Quotation No. _____ dated
_____ is reasonable.

We further certify that the quoted NDP prices offered under Rate Contract (RC) are the minimum and we have not quoted the same item/s on lesser rates than those being offered to CDFD, to any other customer or Govt./ DBT organisation.

Further, we maximum discount on NDP prices has been offered, which is not less than discount offered to any other customer or Govt./ DBT organisation. Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

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Annexure-II

Format for declaration by the Bidder for Code of Integrity & conflict of interest

(On the Letter Head of the Bidder)

Ref. No: _____

**The Dean,
KEM Hospital, Parel,
Mumbai – 400012**

Respected Maam,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Point 17 of ITB of your Short Sealed Tender document and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a.
- b.
- c.

We undertake that we shall be liable for any punitive action in case of transgression/contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal