



Rc.No. SGS/251/2024/RC 2025-27

Date: 13 /03/2025.

TENDER SCHEDULE

PROCUREMENT OF SURGICAL, GENERAL (including Electrical & Civil) AND STATIONERY ITEMS UNDER RATE CONTRACT FOR THE YEARS 2025-27.

1. **SCOPE:** Nizam's Institute of Medical Sciences, Panjagutta, Hyderabad a University with attached Super Speciality Hospital with the Bed Strength of 1500, is inviting Tenders from the eligible Manufacturers / Authorised Distributors / Authorised Dealers for supply of Surgical, General (including Electrical & Civil) and Stationery Items to NIMS for the years 2025-27.
2. Kindly note that all the items supplied to NIMS must bear indelible Print on each item's cover stating that **"NIMS SUPPLY, NOT FOR SALE"** in bigger font. **It is for strict adherence. Items which do not bear this print mentioned above will be duly returned.**
3. **DISCLAIMER** – This tender is not an offer by NIMS, Hyderabad but an invitation to receive offer from bidders/firm/agency etc. No contractual obligation what so ever will arise from this tender process unless and until as formal contract is signed and executed by duly authorized officers of NIMS with selected bidders/firm/agency.
4. **CRITICAL DATE SHEET**

(I)	Publish date	:	15-03-2025
(II)	Bid document down load date	:	15-03-2025 onwards
(III)	Last date for submission of queries or Objection in WRITING /Email	:	22-03-2025
(IV)	Pre Bid meeting date	:	25-03-2025
(V)	Bid submission start date	:	15-03-2025
(VI)	Date of opening the Tender Box	:	16-04-2025

5. Criteria for Technical Eligibility/Pre Bid Qualification

- a. Should have DCGI approval or any equivalent government regulatory body approval
- b. Should have valid License for manufacturing and selling of the said items.
- c. Should have supplied Surgical Items to any hospital with minimum Bed Strength of 500 in the past 2 years. i.e. 2022-23 & 2023-24.
- d. Should have local office or Distributor or Representative in Hyderabad.
- e. Should possess Quality Assurance Certificate for the items tendered
- f. Self declared Non Conviction Certificate.
- g. Technical Evaluation done by the Institute will be final. No correspondence / queries will be entertained.
- h. Processing fee of Rs.3,000/- (Rupees Three thousand only) has to be paid along with tender documents in the form of DD in favour of Director, NIMS or paying at NIMS Cash Counter and to submit the Original Receipt. (This processing fee is non refundable).
- i. All the documents enclosed to the tender shall be numbered and properly indexed.

NOTE: The conditions at (a) & (c) are not applicable to Tenders for General & Stationery Items.

6. Criteria for Financial Eligibility:

(I) SURGICAL ITEMS

- a. Should have annual turnover of Rs.50.00 Lakhs in any one of the year & during the last 2 years (Enclose last 2 years: 2022-23 & 2023-24 Turnover documents duly certified by the Auditors) in dealing with the said items.
- b. Should not have sustained loss in the previous 2 years duly certified by Auditor.
- c. Should not have defaulted in making statutory payments in the previous 2 years (2022-23 & 2023-24) and to enclose the Balance Sheets for the said last Two years duly certified by the Auditors.
- d. Should have Tax Clearance till 31.03.2024 Certificate to be enclosed.

(II) GENERAL (includes Electrical & Civil) AND STATIONERY ITEMS

Self affidavit stating that the company has the Annual Turnover of Rs.10.0 Lakhs in the previous two years and also submit the self affidavit stating that the company has not black listed, not sustained loss and have tax clearance till 31.03.2024.

7. **Conditional Bid will be treated as unresponsive and it shall be rejected.**
8. In case supplier requiring any elucidation regarding tender documents, they are requested to submit the same in Writing/through Email (**rc2025nims@gmail.com**) addressed to the Controller of Surgical Stores before the due date mentioned in Critical data sheet at Point 4 and attend the pre-bid meeting. For any queries related to tender process, the vendors can call the Surgical Stores staff on Phone No.**040 23489054** between 9.00 am to 5.00 pm on all working days.
9. ALL THE ITEMS HAVE BEEN ALLOTTED ITEM CODES, RATES WITH UNIT PRICE SHOULD BE QUOTED SPECIFICALLY AGAINST CODE NUMBERS TO FACILITATE IN COMPUTERISING THE INFORMATION. ELSE TENDER WILL BE REJECTED. G.S.T. SHOULD BE QUOTED SEPARATELY.
10. **SUBMISSION OF BIDS:** THE TENDERER / BIDDER SHOULD SUBMIT ALONG WITH TENDER NECESSARY CERTIFICATES IN SUPPORT OF HIS/HER STATEMENTS MENTIONED IN THE TENDER AS PER THE CHECKLIST DULY MENTIONING THE PAGE NUMBERS FOR SURGICAL ITEMS.
- A. All Manufacturers / Sole Distributors and Authorized Agents shall enclose copies of their Accreditations / Drug / Trade License and price list of Principals. The agents should submit specific authorization letter from their Principals in the form of Affidavit (100/- Bond Paper) including item ID No. and description as per Annexure-III. The Bidders are expected to follow Two Bid Systems one for Technical and other for Financial, both Technical and Financial bid covers duly superscripted as such should be kept in another cover. This cover duly superscripted shall be dropped in Tender Box. The tenderer should fill the Annexures. The required documents mentioned shall be enclosed to the Technical bid along with items and Brand Names without the rates. The bidder should also submit samples for each item at the time of Technical evaluation of the Bids, which will be intimated in NIMS website. The Vendors are requested to keep verifying the website. The item of samples can be taken back by the unsuccessful bidders within 15 days from the date of finalization of Rate Contract. Any claim submitted beyond 15 days shall not be entertained.
- B. The tenderer signature must be affixed at the bottom of each and every page of the Tender Schedule. Full signature, name, address and office stamp of the tenderer must be affixed at the bottom of the schedule. THE TENDERER SHOULD ALSO PROVIDE E-MAIL ADDRESS AND CONTACT PHONE NUMBER FOR CORRESPONDENCE BY THE INSTITUTE. Any other correspondence except through email will not be done by the Institute.

- C. The tenderer shall quote their rate for items stated in the tender schedule in the price bid form only.
- D. If at any time during the period of contract the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the tenderer himself, the tenderer shall be morally bound to inform the Director, NIMS immediately about such reduction of cost and taxes & duties in the contracted prices & supply at such reduced prices so that NIMS should get the benefit of such reduction.
- E. The tenderer should quote their offers strictly mentioning, items code as per the enclosed format for each unit.
- F. Telegraphic and incomplete Tenders will be rejected.
- G. The Director, NIMS reserves the right to accept OR reject the tenders without assigning any reason therefore and no correspondence shall be entertained in this regard. Institute also reserves the right to make amendments to the clauses mentioned and also to add or delete any item from the list of RC Items before Pre bid meeting.

11. SAMPLE APPROVAL:

- a. The Tenderers shall submit Labels of samples, MRP of all the items along with Quality Assurance Certificate wherever applicable.
- b. SAMPLE: Samples of each item shall be submitted and will be retained in concerned stores till completion of Rate Contract for verification of items supplied with samples at any time. If quality of item found to be inferior quality, the condition of Point No.15 of Terms & Conditions will be imposed.

12. RATES:

- a. The bidders have to quote their best price exclusive of tax for each item, **both in figures & words**. Illustrative literature should be enclosed with the Tenders. In case of any discrepancy in figures and words, the text in words will prevail. (Soft copy to be enclosed).
- b. Rates should be for delivery at destination, freight prepaid in full. No handling, clearing or packing charges shall be paid.

- c. Rates quoted shall be in Indian Rupees excluding GST.
- d. No tenderer shall be allowed at any time or on any ground what so ever to claim revision or modification in the rates quoted by him. Clerical error, typographical error etc., committed by the tenderer in the tender form shall not be considered after opening the tenders. Conditions such as subject to availability, supplies will be made as and when supplies are received etc, will not be considered under any circumstances.
- e. Validity: Rates quoted in the tender shall be valid for acceptance for a period of (180) days from the last date fixed for receipt of tenders. Once the acceptance is communicated by the Institute, Rates, Terms and Conditions have to be kept valid for a period of **two years** from the date of implementation of Rate Contract. The Rate Contract can be extended for a further period of One (1) year or till implementation of next Rate Contract, whichever is earlier. NO CHANGES IN RATE OR BRAND SHALL BE ENTERTAINED DURING THE RATE CONTRACT PERIOD.

13. SUPPLIES:

Supplies shall be made as per the requirement by the concerned Store against the confirmed purchase orders issued by the Institute. In case of standing orders within the period of rate contract the delivery schedule as indicted in the purchase order shall be strictly followed. Extension of the delivery period can be granted at the discretion of Director / Competent Authority.

14. RISK PURCHASE CLAUSE:

IN THE EVENT OF THE FIRM NOT MAKING SUPPLIES WITHIN THE STIPULATED DELIVERY PERIOD i.e. **WITH IN 2 (TWO) WEEKS** UNLESS SPECIFIED OTHERWISE INSTITUTE SHALL BE ENTITLED TO PURCHASE THE ITEMS OR SUBSTITUTE(S) FROM ANY OTHER SOURCE AND THE EXTRA COST THUS INVOLVED WILL BE RECOVERED FROM THE FIRM OR FROM THEIR DEPOSITS OR BILLS PAYABLE WITHOUT GIVING ANY SEPARATE NOTICE FOR RECOVERY.

15. The items supplied to the Institute during Rate Contract period should be of good quality and should be matching with the quality of sample item supplied during technical evaluation. The decision of the Director/Competent Authority in this regard is final and binding on the Tenderer. If the quality of item is not satisfactory and these do not meet the requirement, the same will be rejected and the supplied item has to be removed from the Institute by the Tenderers or by the contractors immediately at their own expenses. If the item is not removed within four weeks from the date of intimation by the Institute, the supplies will be destroyed and the items will not be returned to the firm. Lifting of the supplies within prescribed period is the sole responsibility of the supplier. No payment will be made for the bills. In case the amount has already paid the same shall be recovered from their deposits or from their bills if any. Date with long expiry items have to be supplied
16. Every supply should have the batch number, date of manufacture, date of expiry, MRP, and an indelible Print stating NIMS SUPPLY, NOT FOR SALE wherever applicable and further the batch/lot numbers should be clearly indicated in the Delivery Challan and Invoice. All the Invoices, Delivery Challans, shall bear the purchase supply of ordered items in adequate packing. Supply of loose items or packed in polythene or any such pack shall not be accepted.
17. The date of manufacture of any items supplied shall not be more than three months old on the date of supply.
18. The Institute has the right to conduct a content analysis as and when required of any items supplied by supplier / dealer / company to the Institute. If found inferior in content analysis the Director / Competent Authority has the right to reject the items supplied and confiscate the EMD besides initiating other legal action as per law.
19. The stock of items, at NIMS respective stores which remain un-utilized shall be taken back by the tenderer provided at least 3 months Expiry date is left.
20. No item shall be supplied to the Hospital except on the requisition in writing signed by the concerned authority of NIMS or their authorized.

21. EARNEST MONEY DEPOSIT (E.M.D.) & PERFORMANCE SECURITY DEPOSIT (P.S.D.):

The Earnest Money Deposit & Security Deposit is fixed as detailed below:

Sl	Particulars	EMD TO BE PAID in the form of DD Along with Tender	Performance Security Deposit (P.S.D.)
1.	Surgical Items	Rs. 3.0 Lakh	7.5% of Last Year Purchase Value through Bank Guarantee
2.	General Items	Rs. 1.0 Lakh	Rs.1.0 Lakh through Bank Guarantee
3.	Stationery Items	Rs.50,000/-	Rs.50,000/- through Bank Guarantee

EMD should be paid in the form of Demand Draft obtained from any Nationalised Bank or Scheduled Bank in favour of Director, NIMS. Fixed Deposit Receipt, Bank Guarantee or any other mode of payment shall not be accepted. Earnest Money Deposit shall be returned to the unsuccessful tenderers after finalization of tenders. The EMD amount and PSD will be returned to the successful bidders on successful completion of the Contract. No interest will be paid on EMD/PSD amounts.

For return of EMD and PSD, the successful bidders have to submit request letter along with Original Receipt (EMD) within 3 years after completion of Rate Contract Period.

PERFORMANCE SECURITY DEPOSIT:

1. On receipt of notification of award, the Vendor shall furnish performance security Deposit to NIMS within 15 days from the date of receipt of intimation regarding acceptance of tender in accordance with bid document requirement.
2. The proceeds of the performance security shall be payable to the Director, NIMS as compensation for the supplier's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to NIMS and shall be in one of the following forms:

Performance Security amount shall be furnished through Online/NEFT/ RTGS to **NIMS Account No.107910011022876, Union Bank of India (NIMS Branch), IFSC Code:UBIN0810797** or in the form of Bank Guarantee from any nationalized Bank and BG should be in favour of the Director, NIMS, Hyderabad. The BG should be valid for three (3) years from the date of entering into agreement.

4. The performance security will be discharged by the NIMS and returned to the Vendor not later than thirty (30) days following the date of completion of all formalities under the contract after receiving request letter by the firms.

5. In the event of any contract amendment, the vendor shall, within 7 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the balance duration of the Contract, as amended for further period of 60 days thereafter.

6. Non receipt of Performance security

Failure, on the part of successful bidder to submit Performance Security or sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the notification of award and forfeiture of the bid security (EMD) and the firm will also be liable to make for the damages/losses suffered by NIMS, apart from blacklisting and other penal actions.

In such an event the NIMS may make the award to another bidder or call for new bids.

22. LATE BIDS:

- a) Any bid received after the last date for submission will be rejected.
- b) The Institute shall not be responsible for any loss OR postal delay or delay due to any other reason in submitting the tender.
- c) In case the last date for submission of Bids falls on a Holiday, the next working day will be the last day for submission.

23. PAYMENT:

Unless otherwise agreed to between the parties, payment for delivery of the stocks will be through online RTGS / NEFT on submission of bills in triplicate with copy of Delivery Challan, Material Receipt Note (MRN) and an advance stamped receipt. Payment will be made to the supplier after goods are received and bills passed by stores. The normal payment period is within 90 days depending upon the availability of funds. In case the supplies are incomplete against the order, or quality of supplies not approved by the Institute, the Institute reserves the right to withhold the payment due to the supplier.

The details required (duly certified by the bank) for online payment are:

- 1. Name of the Supplier
- 2. Name of the Bank
- 3. Bank Account Number of the Supplier
- 4. Branch Name and Address of the bank along with Branch Code
- 5. IFSC Code of the concerned Branch of the Bank
- 6. PAN Number – Copy to be submitted
- 7. GST Number – Copy to be submitted

24. The selection of any item for supply shall be based on the approval / selection of quality by the Institute and price alone is not the sole consideration for selection.

25. **Notification Of Award:**

(A) Prior to expiration of bid validity, NIMS will notify all successful bidders in NIMS Website upto L3 Level. Based on this ranking, **only L2 & L3 bidders can give their consent for matching their quoted price with L1 price within 3 (three) days of publishing the list of successful bidders in NIMS Website.** Subsequent pleas will not be considered. L2 & L3 bidders need to submit their consent through email (rc2025nims@gmail.com) stating the item code along with the quoted price which is matching with L1.

(B) NIMS reserves the right to split the purchase order in the ratio of 70:30 between L1 Vendor and another vendor who is matching with L1 Price based on the ranking upto L3. If L2 & L3 are matching with L1 price, L2 will be selected.

(C) L3 will be considered in situations where L2 has not submitted consent within the stipulated time. **Both L2 & L3 can submit their consent within 3 days after publishing the list of successful bidders.**

(D) If the lowest/matched/tenderer fails to execute the agreement and/or to deposit the required Performance Security Deposit (PSD) within the time specified or withdraws this tender after the intimation of acceptance of tender or owing to any other reasons to undertake the contract, the contract will be cancelled and Earnest money deposit deposited by the tenderer along with this tender shall stand forfeited by this NIMS and the firm will also be liable to make for the damages/losses suffered by NIMS apart from blacklisting and other penal actions.

SIGNING OF CONTRACT:

The successful bidder has to submit Performance Security Deposit and enter into an agreement with the NIMS on Non-Judicial Stamp Paper value of Rs.100/- within 15 days from the date of receipt of the intimation regarding acceptance of tender. The Agreement should be signed by Two witnesses and to enclose their Aadhaar and PAN copies duly self attested.

26. PENALTIES:

- A. If the successful tenderer fails to execute the agreement within the time specified or withdrawn the tender after the intimation of the acceptance of the tender has been sent to him or due to any other reason, his tender will be cancelled and his EMD / P.S.D., if any will be forfeited.
- B. The supplier risk purchase clause will be liable for all damages sustained by the NIMS by reasons of breach such as failure to supply/delayed supply including the liabilities to pay difference between the prices accepted by him and those ultimately paid for the procurement of the items concerned, such damages shall be assessed by the Director / Competent Authority, NIMS, whose decision is final in the matter. If the tenderer fails to execute the supply within the stipulated time, the Director / Concerned Competent Authority, NIMS is empowered to make emergency purchases and claim the difference in total cost from the tenderer besides imposing other penal clauses Viz. Forfeiting of EMD, recovery from their Bank Guarantee and stopping of payment of bills etc.
- C. If any items or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or discrepancy or otherwise faulty or unfit for consumption, then the contract price or prices of such items or things will be recovered from the tenderer, if payment had already been made to him. Otherwise the tenderer will not be entitled to any payment what so ever for such item. Besides this, the tenderer shall indemnify the Institute against any loss due to inferior quality of items ordered.
- D. In consequence or the termination the loss may be recovered from the tenderer or other moneys due or may become due to him. In the event of such amounts being insufficient, the balance may be recovered from the tenderer.
- E. In the event of violation of the conditions of the tender or Agreement by the supplier, the Earnest Money Deposit/Security Deposit shall be forfeited besides recovering any losses or additional costs suffered by the Institute. No interest will be allowed on the EMD and Security Deposit.

27. LIQUIDATED DAMAGES:

If the supplier fails to deliver all or part of the goods or perform the services within time specified in the contract, the NIMS shall, without prejudice to its remedies under the contract, deduct from the contract price as liquidated damages a sum equivalent to 1% of the price of the delayed goods or unperformed services for each week of delay or part thereof until actual delivery or performance, up to maximum of 10% of the price of delayed goods.


28. During the period of Rate Contract, if it is found market price of any particular items is less than the approved price, the suppliers will be intimated the same and they are bound to supply at such reduced price, failing which NIMS is at liberty to procure the items from open market and the decision of Director in this regard will be final.

29. The Director, NIMS reserves the right to terminate the contract with notice of 30 days to the supplier.

30. DISPUTES:-

A. In the event of any Legal dispute arises out of the tender such dispute would be subject to the jurisdiction of the Civil Courts of Hyderabad, Telangana State.

B. Notwithstanding anything contained in the forms of offer by the supplier, no suit in regard to any matter whatsoever arising out of this contract shall be initiated anywhere other than the Courts at Hyderabad within whose jurisdiction the Nizam's Institute of Medical Sciences is located.


DIRECTOR

Annexure –I

DECLARATION

I do hereby declare that I will supply the material for the NIMS, Hyderabad as per the Tenders approved and Terms & Conditions of Tender Schedule for the RC 2025-27 and labels pasted. I ALSO DECLARE THAT FOR ALL THE ITEMS THAT I SUPPLY, THE ITEM SUPPLIED WILL HAVE INDELIBLE PRINT STATING ``NIMS SUPPLY, NOT FOR SALE`` IN BIGGER FONT.

Signature with seal

Name:

Designation

Phone No.

Address:

Annexure –II

DECLARATION FORM

I / We M/s. _____

Have our office at H.No. _____

Do hereby declare that I / we have carefully read all conditions of tender sent to me / us by the Director, NIMS, Hyderabad for the tenders floated by him for the supply of the material to NIMS for a period of two years from the date of initiation of RC period 2025-27 which can be extendable for a period of 1 more year OR till the next RC is operational from the date of acceptance and abide by all conditions set forth therein.

and

I / We further declare that I/we possess valid License bearing _____

Valid up to _____

I have not defaulted in making any statutory payments.

Signature

Date

Name of Firm and Address:

Contact Phone No. &

Email Address:

Annexure –III

(Affidavit for authorization) prepared on non-judicial stamp paper of Rs. 100/- and notarized.

AFFIDAVIT

I _____ S/o. _____ Region _____

Aged about _____ years _____ occupation _____ ddd

R/o. _____ aaa

do hereby solemnly affirm and sincerely state on oath as follows:

1. Our company deals with _____ mmm _____ registered office at
000 _____
2. We hereby authorize M/s _____ dn _____ to quote in the rate contract at
Surgical Stores, Nizam's Institute of Medical Sciences, for the following brands of
our company against the items/item ID described in the tender form:

Sl.No.	Brand Name	Item Name	Item ID
1).			
2).			
3).			
4).			
5).			

3. We also authorize the dealer to supply our brand of products on our behalf to Nizam's
Institute of Medical Sciences, Punjagutta, Hyderabad and we will be binding
ourselves for the technical aspects of the items quoted and supplied by the dealer.

4. This authorization will be valid from _____ to till the date of next Rate Contract is implemented and during this period all the acts of our agents in the tender process in the Rate Contract can be deemed that we personally done.

Solemnly affirmed and signed

Before me on this day of _____

(Witnesses) 1.
 2.

NOTE:

ddd = complete designation in the company with office address

aaa = complete postal address

mmm = manufacturers / direct importers of items eg. _____

000 = Complete office address with registration number

dn = dealer's profile (name of the dealer (individual / organization), address, registration number.

ANNEXURE-IV (Agreement)

Agreement format will be issued after selection of the bidders.

ANNEXURE -V

EMD Demand Draft	Demand Draft No. Bank Name & Branch Date
PAN Number	
GST Registration Number	

ANNEXURE-VI

List of enclosures in the technical bid cover:

A. Technical bid as per Annexure-VII.

B. Company Profile Related :

The following should be tagged together and submit in Technical Bid cover

Document	Enclosure No.	Page No.
1. Processing fee Original Demand Draft/Original NIMS Receipt	<i>All documents enclosed should be serially numbered and properly indexed</i>	
2. EMD: Original demand draft		
3. Copy of PAN Card of firm / company / distributor/Authorized Signatory		
4. Manufacturing license / Trade license certificate issued by local authority		
5. GST clearance certificate for the preceding two years (2022-23 & 2023-24)		
6. Annual turnover certificate for previous 2 years (2022-23 & 2023-24) attested by auditors		
7. GST registration number		
8. Non conviction certificate. (Self Declaration)		
9. Local Office or Distributor / Representative in Hyderabad.		
10. Address Proof & Photo ID of Authorised Signatory, Aadhaar Card No.		
11. Balance Sheet for the last 2years (2022-23 & 2023-24) certified by Auditors		

The price bid cover should contain only the quoted price of the Tenderer as per Annexure VIII :

DO NOT INCLUDE ANY BROCHURES OR ANY OTHER DOCUMENTS

ANNEXURE – VII

The Technical Bid has to be submitted in Hard copy and also a Soft copy (CD/Pen Drive) in Excel sheet in the following format where ever applicable. (Please mention Name of Tenderer/Company on C.D./Pen Drive with indelible Marker Pen).

Item ID	Item Description	Strength/ Specification	Brand Name	Manufacturer
(1)	(2)	(3)	(4)	(5)

ANNEXURE - VIII

The Price Bid has to be submitted in Hard copy and also a Soft copy (CD/Pen Drive) in Excel sheet in the following where ever applicable. (Please mention Name of Tenderer/Company on C.D./Pen Drive with indelible Marker Pen).

Item ID	Item Description	Strength/ Specification	Brand Name	Manufacturer	Unit (One Piece) Rate (Excl. GST) Rs.	GST	M.R.P (Unit) Rs.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

oOo

IMPORTANT NOTE:-

Annexure VII

- i) The Tenderer requested to fill the columns of Sl. No. 4 & 5 only.

Annexure VIII

- ii) The Tenderer requested to fill the columns of Sl. No. 4, 5, 6, 7 & 8 only.