Bid Number: GEM/2022/B/2574029
Dated: 24-09-2022

Bid Document

Bid Details	
Bid End Date/Time	22-10-2022 12:00:00
Bid Opening Date/Time	22-10-2022 12:30:00
Bid Offer Validity (From End Date)	180 (Days)
Ministry/State Name	Ministry Of Health And Family Welfare
Department Name	Department Of Health And Family Welfare
Organisation Name	All India Institute Of Medical Sciences (aiims)
Office Name	Aiims, New Delhi
Total Quantity	8000
Item Category	Three way Stop Cocks or Manifolds (Q4)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No

ePBG Detail

Required	No

Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No

MSE Purchase Preference

MSE Purchase Preference	Yes

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

2. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Three Way Stop Cocks Or Manifolds (8000 pieces)

Brand Type	Registered Brand

Technical Specifications

* As per GeM Category Specification

Specification	Specification Name	Bid Requirement (Allowed Values)
Performance Parameters	**Purpose of three way stop cock or manifolds**	Used for accurate drug administration
	Type of three way stop cock	Lipid Resistant
	Max pressure which body can withstands (PSI)	upto 4.5 bar, upto 5 bar, upto 6 bar
	Availability of Extension Tube	Yes
	Length of Extension Tube in mm otherwise put NA	10
	Shelf Life (in years)	3
	Lipid Resistant	Yes
Dimensional Parameters	**Material**	Polycarbonate, Medical Grade PVC, PE
	Color Code	Blue
Reports	**Availability of any other certification such as CE/FDA/CSA/PQS / etc...**	Yes, No

Additional Specification Parameters - Three Way Stop Cocks Or Manifolds (8000 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Technical Specification1	1. 3-way stop cock at one end 2. 10 cm long transparent tube at other end 3. Tube should be kink resistant 4. The tip of the tube should have lure lock 5. The tube and three way should be of medical grade, non pyrogenic & biocompatible 6. Non DEHP 7. Should be smooth to allow laminar flow
Technical Specification2	8. Should allow flow rate of at least 500ml/min 9. Should be able to withstand pressure of at least 150 psi 10. Dead space volume should preferably be less than 1ml 11. Dimension up to: ID-3.0 mm, OD- 4.2 mm 12. The three-way should be able to rotate 3600. 13. The rotation of the three-way should be smooth.
Technical Specification3	14. Arrow marks on tap to indicate the direction of flow. 15. The open end of three way and extension tube to be covered 16. Supplied in transparent peel pack 17. sterilized by Ethylene-Oxide gas 18. shelf life of minimum 3 years

* Bidders offering must also comply with the additional specification parameters mentioned above.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Delivery Schedule (In number of days from contract start days)		
			Quantity	Delivery to start after	Delivery to be completed by
1	Amit Kumar	110029,Ansari Nagar	2000	1	15
			2000	75	90
			2000	165	180
			2000	255	270

Special terms and conditions-Version:1 effective from 04-05-2020 for category Three way Stop Cocks or Manifolds

1. Special Terms and Conditions for Medical Devices and Consumables covered under Provisions of Drug and Cosmetic Act
    1. For items wherever Drug Licence requirements are applicable all provisions of Drug and Cosmetic Act 1940 as amended up to date and Rules made there under will be applicable in addition to any other terms and conditions specified in the Portal.
    2. Drug License: For indigenous products offered in the market, Manufacturer should have valid Drug License as per Drugs and Cosmetic Act 1940 issued by concerned State Drug Control authorities .The Seller if different from the manufacturer shall also be required to be holding Drug License for sale . In case of imported products Manufacturer shall be registered under Form no 10 with Central Drug Authorities (CDSCO) and the Seller offering imported products should be also holding valid

Sales License issued by the local drug authorities. For imported products, certificate from the OEM that product is being used in the Country of Origin should be available with the Seller. It shall be the responsibility of the Seller to ensure that that the Drug License is valid for the product offered and due to any reason the drug control authorities have cancelled or suspended Drug License or convicted the manufacturer or Seller for any offence under the provisions of Drug and Cosmetic Act, Seller should immediately withdraw the product and also intimate the Buyers in case of pending orders for supplies as well as the GeM administration regarding the matter.

3. Manufacturing & Marketing Experience: Sellers offering the Products in the Portal either as Manufacturers or as Authorised Seller shall ensure that the Products offered are being Manufactured and Marketed in the country (for Indigenous Products) and Marketed (for Imported Products) continuously at least for the last 2 years
4. Certifications: Manufacturers of offered product (Offered by Manufacturers or by Authorized Seller) should be holding valid Good Manufacturing Practices Certificate (GMP) as per revised Schedule-M of Drug and Cosmetic Act 1940 as amended up to date or WHO-GMP as per norms amended up to date issued by the Licensing Authority or certificate which is at par with WHO-GMP issued by the authorities of exporting countries / COPP certificate .
5. Non Conviction Certificate: Sellers either Manufacturers or Authorized Sellers are required to ensure that they are not under conviction in terms of the provisions of Drugs & Cosmetic Act and any other law applicable in relation to the same . In case at any point of time, the Manufacturer or Authorized Seller is convicted under provisions of Drug and Cosmetic Act, it shall be their responsibility to withdraw the product immediately from the market.
6. Banning and Blacklisting: Seller either Manufacturer or Authorized Seller shall ensure that there is no banning or black listing applicable against them for the product offered on the portal due to quality failure and /or fraudulent/illegal practices or for any other reasons
7. It shall be the responsibility of the Seller either Manufacturer or Authorized Seller to ensure that manufacturer is having own in-house testing lab to carry out all the required tests as per specification and provisions of drug act as amended up to date for the quoted product and shall also forward the copies of the in-house test reports for each batch along with the supplies. For imported products , certificate from OEM regarding availability of all test facilities in house with them should be available with Seller .
8. Each lot of supplies shall be dispatched under Self Certification scheme duly supported by in house test reports. Consignees shall be at liberty to draw control Samples and send it to approved Laboratories for testing and in case of any failure , entire responsibility shall rest with Seller in addition to any penalties under the provisions of Drug Act including removal of Goods from the Consignee place. .Further administrative actions as per terms and conditions Gem Portal shall also be applicable.
9. Packing shall be as per relevant clause of Standard Specifications applicable as indicated in the Catalogue Parameters indicated in the Portal and as per provisions of Drug & Cosmetic Act as amended up to date.
10. Marking: Each Primary Packing shall be marked as under:-
    1. Nomenclature of the stores
    2. Manufacturers Name, Address, Drug License No.
    3. Month of manufacturing, Expiry, Batch No and lot No (if applicable)
    4. Any other particulars required under Drug and Cosmetic Act 1940 amended up to date if item is governed under drug and cosmetic act
    5. Quantity contained therein
    6. Manufacturers Name or Trade Mark
    7. Government Supply - ""Not For Sale
    8. Secondary Packing Cartons shall be marked with Manufacturers Name, Batch no and Month of Manufacture and Use Before.
11. Expiry Date: All supplies must indicate the Month of Manufacture and Expiry. In addition all supplies shall have a remaining shelf life of at least 5/6th of the stipulated shelf life at the time of delivery.
12. Recalls: If any batch is to be recalled because of problems with product quality or adverse reaction Seller will be responsible to notify the Buyer 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 quality or give a refund of the value of the goods

Buyer Added Bid Specific Terms and Conditions

1. Make in india specific authorisation certificate needs to be enclosed.
2. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 50% of the contracted Â quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

3. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Advance Sample

   The Selection will be made on the basis of evaluation of sample submitted by the bidder firm therefore, the firm must submit at least 05(Five) advance sample for Specification/quality verification before bid end date & time to CTVS Package Store, CT-4 Ward, 4th Floor, CN Centre, AIIMS, New Delhi-110029. The bid details (Bidder Name, and Bid Number & Item Name) should be clearly mentioned on each sample.

   Unsuccessful Bids/Samples/Rejected Samples

   The unqualified bidders should collect their samples within 07 days from the updation of sample/technical selection/rejection remarks on GeM AND The unsuccessful bidders whose samples are technically approved but could not get the order should collect their sample within 07 days after awarding of bid. Failing which the competent authority reserves the right to take appropriate decision for the uncollected samples and no representation will be entertained further in this regard.

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Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is also governed by the General Terms and Conditions

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---