



TENDER INVITING NOTICE

Tender Reference
number :
TND/STHP/001/2026

Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) is a 250 bedded, first and only multi-speciality, hi-tech hospital in Tirur, named in honour of the renowned philanthropist Shihab Thangal, with an annual average sale of lakhs of medications of around thousands of generic names of medications. The Hospital has the following specialties: obstetrics, gynaecology& ivf clinic, pediatrics & neonatology, general medicine, orthopedics & sports medicine, nephrology, endocrinology & diabetology, urology, ent, head & neck surgery, dermatology & cosmetology and plastic & cosmetic surgery

GENERAL INTRODUCTION

Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) invites sealed / online tenders for the procurement of drugs/medicines from reputed Manufacturers for entering into 1 year rate contract basis (valid for 12 months from the date of signing of the agreement deed plus extendable on same terms & conditions for the period as mutually agreed between hospital & bidder) on the same terms and conditions subject to satisfactory performance

Subject : Tender for the purchase of Drugs on 12 months rate contract basis.

Place of Enquiry : Pharmacy manager

Last date of submission of Tender : 14/3/2026 , 04:00PM

Date of opening of Tender : 16/3/2026 , 11:00AM

Venue for opening of Tender : Training hall 4th floor, Shihab thangal hospital Tirur

Validity of offer : 12 months

Name (s) and Signature (s) of the tenderer with stamp of the firm

TERMS & CONDITIONS

1. Tender should invariably be submitted in a single bid system

IMPORTANT NOTE :

A) Bid received after the specified date and time will not be considered.

B) The documents should be submitted as a soft copy as well as a hard copy to the pharmacy manager before the date and time of tender opening.

C) The forms are to be collected from the hospital from next day onwards after the tender calling and are to be submitted both as softcopy and hardcopy before the last date of tender submission.

D) Bidders are requested to watch for any modifications/corrigendum on the Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) website

2. If there is any difference between the word & figure in net rate the lowest rate will be taken for consideration.

3. If there is any difference in net rate due to element of tax, the lowest price will be taken for consideration & difference should be adjusted in unit price.

4. All the pages of tender documents should be properly numbered.

5. Manufacturers intending to participate in the said tender should first ensure that they fulfill all the eligibility-criteria as prescribed as per terms & conditions of tender document, otherwise, the tender will be summarily rejected and no further correspondence will be entertained in this regard.

6. The tenders are to be quoted/submitted only by the Manufacturers, However, manufacturers may give authority letter to the supplier / distributor / stockiest/ vendor for the purpose of making supplies, raising bills, collecting payment etc. In any case, the manufacturer has to accept responsibility for any lapse on the part of the distributor/supplier.

7. The accredited agent or sole representative quoting on behalf of their manufacturer/principals must attach authority letter from their manufacturer/principals of their letter Head. No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the supplier will supply such quantity as may be ordered from time to time during the tenure of the contract.

8. Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) reserves the right to reject any or all tenders including the lowest quotation which is not confirming to the specification and other terms and conditions. No correspondence in this regard will be entertained. And

9. Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) reserves the right not to guarantee the quantity mentioned in the contract.

10. Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) reserves the right to invite in his sole discretion, separate quotations to effect purchase outside this contract in the event of any urgent demand arising in hospital, where no stock are held or otherwise.

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11. Quotation shall be strictly according to the required specifications, and as per format provided in the tender document (Annexure-II).

12. Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) shall send all correspondences through email so you are requested to provide your email address so that all communications may be done through email.

13.The goods are to be supplied F.O.R. destination (pharmacy store) and all the transit loss / expenses whatsoever, will be borne by the supplier/firm.

13. In case Manufacturer desires to supply the items through their authorized distributor/dealer, they may appoint distributor/dealer and enclose authority-letter in their favor to supply the approved Drugs during the rate contract period. During the contract period, the authorized distributor/dealer once appointed will not be allowed to change subject to satisfactory performance in supplies. In case of non compliance of satisfactory performance of supplies, manufacturer may authorize another vendor only after the written communication of Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) during the validity of contract. It is desirable that approved manufacturer supply the Drugs **directly to the Institute.**

14. The Successful bidder shall furnish the performance security within 15 days of issue of contract for due performance of the contract. The performance security should be for an amount of 5% of the contract value payable in Indian rupees in favor of Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur), and it shall be valid for 12 months from the date of issue of Rate contract .

The Performance Security shall be released on satisfactory completion of all contractual obligations. No interest shall be payable on the performance security. **Failure to furnish performance security in time would entail forfeiture of earnest money deposited by the firm & the cancellation of the contract.**

15. The tender documents are available in the website at www.shihabthangalhospital.com. The bidders are requested to collect the tender documents from the hospital along with the schedule of items (which is not provided in the website) with a cost fee of **Rs. 5000.00 (non-refundable and non-transferable)** by way of online payment in favour of Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) and details of the same shall be attached to the tender form. The tender cost fee should not be mixed with EMD amount. The tenders of bidders for not following the above procedure will be summarily rejected.

16. Important instructions for filling up of tender

- a) Each & every paper/page of the tender document should be serially numbered and duly signed by the bidder. A proper catalogue/checklist should be enclosed in the chronological order.
- b) Tender is also likely to be rejected, if instructions for filling up the tender document, submission of rate quotations and all annexure, are not fully & properly adhered to.
- c) Tender may also be rejected, if it is not submitted by the prescribed date/time for the opening and any of the listed documents is either not attached or attached but found improper/not signed or not attested by the Competent Authority.
- d) The quotation should be submitted as per the prescribed format shown in **AnnexureII.**

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- e) The bidder should quote only one rate for each item as **Price per unit+ Tax in % (if any) = Net Rate**. Tax, if any, must be mentioned clearly. No correspondence in this regard will be entertained at a later date and **Net Rate** quoted in the tender will be treated as final for all purposes.
- f) Prices are to be quoted only in Indian Rupees. All Final Rate or Price quoted should be **PER UNIT** and applicable taxes extra and such final price should not equal or exceed MRP.
- g) MRP of each item should be mentioned/ listed along with prices offered for Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) in the Price Bid
- h) In case of imported items where MRP is not indicated in exceptional cases, the Bidder will have to furnish rate list of the Principal firm/ Manufacturers along with bill of entry to India.
- i) The net price should be up to two (2) decimal points (i.e. .00).**
- j) In case any Tenderer, if charges higher rates for any item (items) more than the MRP, the action like forfeitures of earnest money/security money/ performance bank guarantee and removal of name from the list of the supplier shall be taken against the firm.
- k) In case of any attempt for cartelization /collusion /rigging by bidders with a view to hike up the prices, all bids will be rejected and such bidders will be blacklisted.
- l) Telegraphic/ Telex/ Fax/email and letterhead quotations are not acceptable and if received will be ignored.
- m) The Institute will not own the responsibility of :
- i. Issuance of road permit or any concessional forms;
 - ii. Clearance of consignment by road, rail, air transport agencies etc.
- n) Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) has the full and exclusive right to withdraw the purchase order at any time without assigning any reasons.
- o) There is no vigilance / CBI case or court case pending against the firm or any of the partners/directors of the firm.

17. The tender shall be rejected if :

- i. A firm submits conditional tender;
- ii. All the papers are not completed and serial numbered.
- iii. Tender is not sealed properly.
- iv. If tender is not legible.
- vi. Copy of valid Sales Tax registration certificate duly attested, should be attached with the tender along with latest copies of returns / challans filed

18. Bid Opening

- a) The Technical Bid Opening Committee (TOC) of Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) will open bids in the presence of bidder's representative, who may choose to attend, at the time and date as specified
- b) The bidder's representatives who choose to attend the bid opening, shall bring with them a letter of authority from the bidder on the letter head for having been authorized to be present at the time of

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opening of the bid. In the absence of such a letter of authority, the representative will not be allowed to present and/or to attend the bid opening. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.

- c) The TOC will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- d) The techno commercial bid shall be examined, on the basis of information/documents submitted by the Bidder with the Technical bid and professional recommendations
- e) No price negotiation shall be made, However Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) reserves the right to call for price negotiation with bidder only if the price quoted by the bidders are not found to be reasonable and on negotiation preferable 3 brands are selected for each content.

19. ELIGIBILITY/TECHNICAL CRITERIA

Firms to be eligible should fulfill the following criteria

- (i) **EMD:** Each tender should be accompanied with an EMD/bid security amounting to Rs.10,000.00 only (**rupees Thirty Thousand only**) by way of demand draft drawn in favour of Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur), failing which the tender shall not be considered for acceptance and will be outrightly rejected. Cash/cheque is not acceptable at all. The EMD/bid security deposited against other tenders cannot be adjusted or considered for this tender. No interest is payable on EMD/bid security. The Tender Number, due date, Name and complete address of the firm should also be written on the back of the demand draft.
- (ii) **DRUG LICENSE :**The firm must be supported with a valid drug license / import License from the State/Central drug controller for the manufacture /Import of the medicine/drug quoted.
- (iii) **QUALITY:**
 - a) In case of imported drugs (i.e. not manufactured in India), COPP (Certificate of Pharmaceutical Products)/import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products should be there.
 - (iv) **EXPERIENCE:** The manufacturer should have not less than 10 years of manufacturing experience duly supported by documentary evidence except in case of new drugs.
 - (v) If a firm is the sole manufacturer of the product, the same can be treated as a **Proprietary drug** or newly introduced (**Patent**) drugs/molecules, the manufacturer can be eligible provided the firm submits a certificate from the Centre/State Drug Controller / Licensing Authority in this regard. Proof of duration of '**Patent**' for the drug should also be enclosed.
 - (vi) Tender shall be rejected if the copy of sales tax registration certificate is not furnished. Firm shall furnish a certificate on their firm's letter head stating that up to date returns have been filed and there

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are no dues with the concerned department. Firm will also submit the copies of such returns (latest) submitted to the department of trade & taxes. Sales tax and other statutory levies should be shown separately and should not be included in the basic price, otherwise it will not be considered. Any statutory increase in tax by the Central Government / State Government by an act of law will be reimbursed on production of relevant proof.

(vii) Non-conviction certificate issued by the State/Centre Drug Controller to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the last one year in respect of any of the drugs for which prices have been quoted by the firm.

20. Supply timings

1. Monday to Saturday : 9:00a.m. to 6 p.m.

21. MARKING: Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.

22. LIFE PERIOD: The Bidder should not supply less than 1 year life from the date of receipts of goods in Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur). In exceptional cases where the material with less than six months shelf life is accepted by the Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur), a flat 25% amount will be deducted from the invoice value. Material manufactured with less than six months shelf life will be accepted only after due certification by the bidder and at the discretion of Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur). Loss or premature deterioration due to biological and/ or other factors during life span of stores shall be replaced by the Bidder free of cost. And in case of near expiry medicines, such items shall be returned 90 days before the expiry date.

23. The delivery period should not exceed 5 (five) days for all supplies but in emergency the delivery period may be reduced up to 1 to 3 days and firm is bound to supply the items within DOD (Date of delivery) period. Such Purchase Orders shall be stamped "Emergency" to distinguish them from routine orders.

24. If the delivery is not effected on due date, any loss will be compensated by the company.

25. The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending dues of the firm/supplier.

26. Force Majeure:- Any failure of omission or commission to carry out the provisions of this contract by the successful Bidder shall not give rise to any claim by any party, one against the other if such failure of omission or commission arises from an act of God which shall include an acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulations of the Government, lockout and strikes, riots, embargoes or from any political or other reasons beyond the successful Bidder control including war(whether declared or not), civil war or state of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.

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27. The delivery of stores must be completed within stipulated delivery period. In case of failure to provide replacement of rejected supply within the stipulated delivery period for the supply in respect of that purchase order will be considered as incomplete. The successful Bidder shall maintain stocks and shall make deliveries against purchase orders for such stock completely or in staggered manner as and when required.

28. The supply, if it is rejected, has to be removed and replaced within a period of 5 Days from the date of receipt of intimation from Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur).In case of failure to do so, the rejected supply can be disposed off by the Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur), in his own way and discretion and he shall not be responsible, in any way, for doing so. Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) shall not be held responsible for replacing/sending the material to the place of the supplier

29. For all those drugs, which are required to be stored under controlled temperature / cold chain, bidder must ensure to supply these drugs under controlled temperature/cold chain.

30. The purchaser will not pay separately for transit insurance and the bidder will be responsible for delivery of items covered by the purchase order in good condition at the specified destination and for this purpose, freight, insurance, octroi etc., if any will have to be borne by the successful bidder. The consignee will, as soon as possible, but not later than 05 working days of the date of arrival of stores at destination, notify the supplier/ bidder, of any loss or damage to the stores that may have occurred in the transit.

31. Bidders are, hereby, directed to quote the rates of only those drugs for which they can ensure supply within 5 days from issue of Purchase order

32. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength etc. before the date of expiry marked on the labels.

33. Loose supplies/ Damaged packing /Tempered or Damaged labeled supplies shall not be accepted under any circumstances.

34. Supplies to be made in proper boxes

35. In case any discrepancy arises in the Invoice due to miscalculation etc., the Bidder shall be liable to pay back the excess amount on this account, even after completion of the contract period.

36. It will be a condition on the approval of the offer that the price charged for the stores supplied to the hospital shall in no event exceed the lowest at which the tenderer sells the stores of identical description to any other individual / Govt or private institution. Violation of this clause will entail immediate of the erring firm for which notice is not required.

37. If at any stage during the tenure of the tender, the tenderer reduces the unit price lower than the price charged under the agreement, the tenderer will forthwith notify such reductions of the unit price to the Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur).

38. The medicines / drugs supplied are also liable to be tested at random by chemical analysis from Govt. approved lab / Govt. testing lab without any intimation to the supplier. If the new test report is contradictory with the test report supporting the products, the cost incurred on the whole process of testing shall be deducted

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from their previous due bills and this will be intimated to the supplier later on by the hospital and / or process of recovery shall be started. Also, if at any stage of use the supplies are found substandard, NO PAYMENT will be made for the entire rejected / substandard batch of that particular item, even if the supplies have been consumed in good faith and the facts will be notified to the Drug Controller of India / State Drug Controller for taking necessary action.

39. Bidders are, hereby, directed to quote the rates of only those drugs/medicines for which they can ensure supply within 5 days from issue of Purchase order

40. All participating firms must submit an affidavit on Rs. 200 non-judicial stamp paper stating that their products have neither been blacklisted nor debarred from participating in future tenders by any State Government / Central Government organizations. If at any stage their claim turns out to be false, the said firm will render itself liable for punitive action, as deemed fit. The present tender in which they have quoted would be summarily rejected besides being debarred from participation in next future open tender (**Annexure-III**)

41. Canvassing of any sort or influencing the members of any committee involved in the purchase process at any stage shall be considered for disqualification of bid

42. Payment Terms

Payment to the supplier Company/agency shall be made after 90 days from the submission of the bill and receipt of stores in good & satisfactory condition.

43. Arbitration:

If at any time, any question, dispute or difference whatever shall arise between the two parties (Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) on the one hand and manufacturer on the other hand) in relation to the purchase, either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur). The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation and commissioning etc.

44. Civil suit/Legal remedies: Any dispute if arises, shall be subject to jurisdiction of Kerala court

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ANNEXURE-I

**PROFORMA TO BE FILLED BY THE TENDERER
GENERAL INFORMATION**

- a) Name of the firm:
- b) Address & Telephone No.:
- c) Whether the firm is Indian / Multi- national :
- d) Person responsible for conduct of Business :
- e) Has the firm been convicted ever, if yes, give details :
- f) Any case pending in the Court with details :
- g) Has the firm ever been debarred / black-listed by any Hospital for poor quality or late supply of drugs? If yes, give details.
- Correspondence Details:
- h) Name & Mobile No of person/ authorized signatory to be contacted for this tender:
- i) Correspondence Address: (For correspondence by Speed Post)
- j) Fax No :-
- k) Correspondence E- mail address :-

Place:

Seal of the Tenderer:

Date:

Name (s) and Signature (s) of the tenderer with stamp of the firm



ANNEXURE-III

(To be filled in by the tendering party in official letter head)

I/we shall replace defective items / Loss or premature deterioration due to biological and/ or other factors during life span of stores supplied by me/us free of cost within the given time to avoid any inconvenience to the hospital.

Yours truly,

Signature of Tenderer with full address

Name (s) and Signature (s) of the tenderer with stamp of the firm



ANNEXURE –IV

Undertaking (To be submitted by the manufacturer on non-judicial stamp paper of Rs. 200/-)

1. I/We certify that I/We have gone through & agree to the terms & conditions of **Tender Ref No. TND/STHP/001/2026** and undertake to comply with them for the contract period (**valid for 12 months from the date of signing of the agreement deed plus extendable on same terms & conditions for the period as mutually agreed between Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) & bidder**)
2. I/We certify that, I/We or any of my/our products have neither been blacklisted nor debarred from participating in future tenders by any State Government / Central Government organizations.
3. I/We certify that , Each self attested pages of photocopy of various documents/certificates attached are true of best of my/our knowledge and no erasing/overwriting/cuttings/corrections has been done by us.
4. I/We There is no vigilance / CBI case or court case pending against me/our firm or any of the partners/directors of the firm.
5. I/We, hereby, agree to all the terms and conditions, stipulated by the Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) in this connection including penalty etc.
6. I/We understand that Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur) reserves the right to reject any or all tenders including the lowest quotation without assigning any reasons (s) thereof.
7. I/We submit that I/We have never been convicted by the State/Centre Drug Controller under the Drugs and Cosmetics Act, 1940 and rules there under during the last one year in respect of any of the drugs for which prices have been quoted by me/us.
8. I/We agree that in case of failure to supply the material for which a Purchase order will be placed upon me within the stipulated date of delivery, the institution can go to market for local purchase of the same at my risk and cost.
9. I/We agree that the condition on the approval of the offer that the price charged for the stores supplied to the hospital shall in no event exceed the lowest at which I/We sell the stores of identical description to any other individual / Govt or private institution.
10. I/We agree If at any stage during the tenure of the tender, I/We reduce the unit price lower than the price charged under the agreement, I/We will forthwith notify such reductions of the unit price to the Tirur co operative hospital and research centre Ltd No. M633 (Shihab Thangal Hospital Tirur).

Name :

Sign :

Address :

Note: Undertaking can be submitted by the authorized distributors for imported products if there is no marketing office of Principal Companies in India

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