OMS – III/32/CPP-DTM/SCTIMST/2016

Quotation for the sale of Cryo Poor Plasma/Fresh Frozen Plasma

Sealed quotations are invited from plasma products manufacturing companies / firms for the sale of Cryo Poor Plasma/Fresh Frozen Plasma from Department of Transfusion Medicine (Blood Bank) attached to the Hospital Wing of the Institute.

Terms and Conditions:

1. The firm should have a valid license for manufacturing blood products. The firm should furnish attested photocopy of License for manufacturing blood products approved by the Licensing authority.
2. They should produce a NOC from Drug Controller General, India for collecting excess plasma from licensed blood bank.
3. SCTIMST has no obligation to provide plasma periodically to the firm. But they should collect it whenever SCTIMST informs them.
4. The cost of Plasma as per the agreed rate/Invoice should be deposited either in the Cash Counter of the Institute or by way of Demand Draft in favour of Director, SCTIMST, payable at Trivandrum or the Institute may decide to obtain plasma products for the value of CPP.
5. The cost of secondary packing material and logistics should be borne by the company.
6. SCTIMST will not take any responsibility for litigation or legal obligation in case of any transfusion transmitted infection status of plasma prepared by SCTIMST and the company should attach an Indemnity Certificate in this regard.

TENDER SUBMISSION:

1. Sealed Quotations superscribing “Quotation for the sale of Cryo Poor Plasma/Fresh Frozen Plasma” is to be submitted either by post or by hand addressed to The Medical Superintendent, Office of Medical Superintendent, SCTIMST, Thiruvananthapuram - 11.
2. The bid should be submitted in the letterhead of the company/firm along with the following documents:
   A. Name, Address, Telephone Number, Fax Number, e-mail address of the firm and of the Managing Director / Partners / Proprietor.
   B. Attested photocopy of License for manufacturing blood products approved by the Licensing authority.
C. NOC from Drug Controller General, India for collecting excess plasma from licensed blood bank.

D. EMD of ₹ 5000/- (Rupees Five thousand only) is to be remitted by way of Demand Draft in favour of the Director SCTIMST, payable at Trivandrum

E. Indemnity letter

F. Acceptance of Agreement format

G. Offer for Cryo Poor Plasma/Fresh Frozen plasma.

3. The bids should reach the Office of Medical Superintendent, SCTIMST on or before 27th June, 2016. Late tenders will be rejected.

4. Date of opening of bid: 28th June, 2016 at 3.00 PM.
   
   **Venue: Office of the Medical Superintendent, SCTIMST.**

5. The selected firm shall enter into an agreement with SCTIMST in Kerala Stamp Paper worth Rupees Two hundred only.

6. The Director of this Institute reserves the right to accept or reject any or all the tenders without assigning any reasons whatsoever.
AGREEMENT

This Deed of agreement is made on this ................................ day of .......................2016
for a period ----------months/years between M/s ---------------------------------------------
( a plasma products manufacturing company / firm, having valid license for manufacturing
blood products and NOC from Drug Controller General, India for collecting excess plasma
from licensed blood bank) represented by its Proprietor/Managing Director/Managing
Partners having its registered office at ................................................................. (Hereinafter
called “The Buyer ”, which expression shall where the context so admits, be deemed to
include his heirs successors, executors and administrators unless excluded by the contract)
on the one part and The Director, Sree Chitra Tirunal Institute for Medical Sciences and
Technology, with its registered office at Medical College, Thiruvananthapuram – 695 011
(hereinafter referred to as SCTIMST which expression unless excluded by or repugnant to
the subject or context, shall mean to include its legal representatives, successors and
permitted assigns)of the Other Part.

1. Whereas the Buyer has agreed with SCTIMST to purchase Cryo Poor Plasma/Fresh
   Frozen Plasma from Department of Transfusion Medicine (Blood Bank) attached to the
   Hospital Wing of SCTIMST in the manner set forth in the conditions of the tender, and at
   the rates (Approved Rate-----------------------------) as per Quotation No…………..

2. And whereas the buyer has deposited with SCTIMST a sum of Rs.5000/-
   (In words Rupees Five thousand only) as Earnest Money Deposit as per DD No………
   drawn on ......../ Cash Counter receipt No........for the performance of this agreement,
   to be forfeited in the event of “the Buyer” failing duly and faithfully to perform it.

Now these present witness that for carrying out the said Agreement in this behalf into execution
the Buyer and SCTIMST do hereby mutually covenant, declare, contract and agree of them with
the other in the manner following, that is to say,
1. The term “Agreement”, wherever used in this connection, shall mean and include the terms and conditions contained in the invitation to quotation floated for the Sale of Cryo Poor Plasma/Fresh frozen plasma from Department of Transfusion Medicine (Blood Bank) attached to the Hospital Wing of the Institute of SCTIMST for the period ………….., particulars hereinafter defined and those general and special conditions that may be added from time to time.

2. The Agreement shall be deemed to have come into force with effect from the date …………………and it shall remain in force for a period of ………………months/year. This agreement may be extended on mutual consent (maximum of three years total).

3. SCTIMST has no obligation to provide plasma periodically to the firm. But the Buyer should collect it whenever SCTIMST informs them.

4. The cost of Plasma as per the agreed rate/Invoice should be deposited either in the Cash Counter of the Institute or by way of Demand Draft in favour of Director, SCTIMST, payable at Trivandrum or SCTIMST may decide to obtain plasma products for the value of CPP/FPP.

5. The cost of secondary packing material and logistics should be borne by the Buyer.

6. SCTIMST will not take any responsibility for litigation or legal obligation in case of any transfusion transmitted infection status of plasma prepared by SCTMST. The buyer agrees to indemnify SCTIMST of any litigation in this regard.

7. If at any time during the course of the Contract, it is found that any information furnished by the Buyer to SCTIMST, either in his Tender or otherwise, is false, SCTIMST may put an end to the Agreement wholly or in part and it shall be lawful for SCTIMST to forfeit the amount deposited by the Buyer as Earnest Money Deposit and cancel the Contract.

8. In the event of withdrawal of NOC/license or any other regulatory certificate in this regard, or change in status of the firm, it shall be obligatory for the Buyer to intimate
SCTIMST of the same and SCTIMST shall be dully authorized to make appropriate changes in the contract/terminate the contract.

9. SCTIMST reserves the right to terminate the agreement without assigning any reasons whatsoever either wholly or in part with a notice to the Buyer. The Buyer will not be entitled for any compensation whatsoever in respect of such termination of the Contract/Agreement.

10. For all disputes out of this contract the legal jurisdiction will be Thiruvananthapuram, Kerala State, India

Agreed to and accepted this on .................. day of ................2016.

By :
Signature:  

For Sree Chitra Tirunal Institute for Medical Sciences & Technology

By :
Signature:  

For

WITNESS 1 :
Signature:
Name:

WITNESS 2 :
Signature:
Name: