



King George's Medical University U.P.,

OFFICE OF THE SUPERINTENDENT

GANDHI MEMORIAL & ASSOCIATED HOSPITALS

Lucknow-226003 (U.P.) INDIA website : www.kgmu.org

Tender Form

Re Tender No: 15158/MS/2017

Date- 05/08/2017

Tender fee of Rs. 3000.00+18%GST (Rs. Three Thousand +18%GST only) (Non Refundable)

To,

M/s.....

.....

.....

Sub: Tender of Medicines for G.M. & A.H., King George's Medical University for 02 Years

Dear Sir,

You are invited to tender for above mentioned supply to this hospital. Please quote Tender number on the top of your envelope. The sealed envelope containing the tender document should be addressed to "The Superintendent, G.M. & Associated Hospitals (KGMU), Lucknow.

The Tender should be submitted after carefully reading the instructions for filling tender. You may not furnish your terms and conditions, Modification if any included in your offer shall not be accepted and you shall be bound by the terms and conditions of tender / order. Technical and financial bid should be submitted in separate sealed envelope mentioned with full Name, Address, E-mail, Fax, Phone, Mobile No. of the tendering firm on the top of envelopes and put in a large envelop duly sealed.

The bids should be submitted in the tender box placed in the Tender Cell of the Superintendent Office, KGMU from **dated 06.08.2017 to 28.08.2017 upto 3.00 pm.**

The Technical Bid shall be **opened on dated 04.09.2017 at 03:00 P.M.** in Committee Room of CMS Office, KGMU. Incase date mentioned above is declared holiday, it shall be automatically shifted to the next working day.

Tender received after due date & time will not considered. Tender without Earnest money & Tender Fee shall be rejected.

Your's Sincerely

Medical Superintendent
G.M. & Associated Hospitals,
(K.G. Medical University U.P.),
Lucknow

CHECK LIST

Re Tender No.-.....

Date-.....

Tender For Medicine

IMPORTANT:-

- The Tenderer are hereby instructed to arrange the required tender documents as per check list and must mentioned the page numbers against each column of the check list.
- All papers submitted must be numbered and signed by tenderer.
- All paper submitted must be strictly in order as per check list.

S. No.	NAME OF DOCUMENTS	Page No	
		From	To
1	Tender fee Receipt No./ DD No. & Date Rs. Name of the Bank & Branch (DD shall be accepted only from Scheduled/Nationalized Bank)		
2	EMD Details- FDR No. & Date Rs. Name of the Bank & Branch (EMD shall be accepted only in the shape of FDR which must be from nationalized Bank)		
3	TIN No.		
4	Firm's Sales Tax clearance certificate of Last three financial year		
5	PAN No.		
6	Firm's Income Tax clearance certificate/Assessment of Last three financial year (ITR)		
7	GST Certificate with GST Identification No. (GSTIN)		
8	Affidavit		
9	National /International Standard Certificate (a) GMP/WHO/IPF/US-FDA/CE/ISO/DGQA etc. (b) Quality Control Certificate (c) ISO 9001/9002 Certificate		
10	Drug Mfg. Licence No. (a) Validity Date (b) Issuing Authority		
11	Approved Drug List		
12	Non conviction certificate (not more than 1yr old)		
13	Manufacturing and Marketing Certificate		
14	Performance Certificate		
15	Turnover of the Pharmaceutical Mfg. Firm of Last three years.		
16	Import Licence No. (a) Validity Date (b) Issuing Authority		
17	Undertaking about price fall, below the agreed price (As per Annexure-2 S. No. 9)		
18	Authorised Signatory		
19	List of Govt.'s Consumers		
20	Technical data of each quoted product		
21	Item S. No. being offered		
22	Sample being offered		
23	Declaration/ Acceptance of terms & condition		
24	Any other relevant information if the tenderer wants to mentioned		

I hereby certify that I have read the tender notice, Tender document, Terms & condition of the Tender & agree to comply all the terms & conditions / directions given there in.

SEAL

PHONE NO.

FAX NO.

Signature of Tenderer

Name.....

Designation.....

Address.....

IMPORTANT TERMS & CONDITIONS

1. Technical and Financial Bid should be submitted in separate sealed envelopes mentioned separately as “**Tender Bid for Technical** and **Tender Bid for Financial**. It should be further sealed in a large envelope. **Only Annexure-3 (Technical Bid of quoted items) and Annexure-4 (Financial Bid of quoted items)** to be submitted as per Proforma in duplicate with Technical and Financial Bids respectively. In case of any violation the tender shall be rejected.
2. The sealed envelopes containing technical and financial bids of the tender should be marked with “**Tender Bid for Medicine**.”
3. The Tenderer should carefully read all terms and conditions including those enclosed in Annexure-1&2.
4.
 - a. Only Pharmaceuticals manufacturing firm having **an annual turnover above Rs.100 Crores** (Rs. One Hundred Crores) during the last 3 consecutive financial years are eligible to participate in the Tender. **(Annexure-5A from Sl. No 01 to 690)**
 - b. All the Pharmaceuticals manufacturing firms having annual turnover more than **Rs 50 Crore** are allowed to participate in the tender only for the For **Anti Cancer Medicine** mentioned in the **Annexure-5C from Sl. No 713 to 802** {the bar of turnover in clause 4a will not be applied for these items}.
 - c. All the Pharmaceuticals manufacturing firms having annual turnover more than **Rs 10 Crore** are allowed to participate in the tender only for the items mentioned in the **Annexure-5B from Sl. No 691 to 712** {the bar of turnover in clause 4a, 4b will not be applied for these items}.
 - d. Tender of Medicine list in the **annexure-5**.
5. The Tenderer should quote only those Life saving and Hazardous/ Non Hazardous drugs for which they have manufacturing units as per norms of the revised schedule-“M” of the Drugs and Cosmetics Act and for which they have any of the Quality/Safety Certification of National/International standards like GMP/WHO/IPF/US-FDA/CEE/ISO/DGQA etc. valid on the date of opening of the tender.
6. One tender document shall contain the technical and financial bid only by one company. Non compliance shall be liable for rejection of the bid
7.
 - a. The rates offered by Manufacturers/Importers only will be accepted. Authorized Dealers/Distributors can download tender documents on behalf of their principal company, but are not authorized to quote rates or submit tender on behalf of the manufacturers/ Importers.
 - b. Manufacturers /Importers can execute the supplies to the hospital directly or through their authorized distributors. The supplied will be accepted through the authorized distributor/dealer based on the authority letter of the principal company at the sole responsibility of principal company. Manufacturer or importer must appoint local dealer/distributor/ liasoner. The name of the dealer/distributor/ liasoner must be mentioned in the Technical Bid.
8. The Tenderer should also furnish the tender along with a **notary affidavit on Non Judicial Stamp paper of Rs 100.00** stating in here as under:-
 - a. That the firm/company has been manufacturing and marketing the quoted products for more than three consecutive financial years.
 - b. That the firm has never been blacklisted/Penalized/defaulted by any government/ autonomous Government Institution /Hospital within last 5 years.
 - c. That there is no judicial case pending against the firm and has not been convicted by any court of Law.

- d. That the Tenderer has never been convicted or charged with any criminal offence in an Indian Court.
 - e. That the firm has deposited up to date trade tax and Income tax for last three years.
 - f. The rate quoted by the tenderer is not more than the rate quoted by them in any other Government /autonomous Government Institution.
9. Tenderer must be registered in trade tax department & photocopy of trade tax registration certificate, Income tax assessment order/ acknowledgement for filing of return of Income of last three consecutive year, must be submitted with technical bid of tender.
 10. All the enclosures should be mentioned in the check list.
 - a. All the photocopies of the supporting documents should be self attested by authorized signatory along with stamp of the firm/company.
 - b. Duly certified copies of last three consecutive years Deposited Commercial Tax and Income Tax assessment with Return copy of return file in the concerned department along with the notary affidavit must be attached along with the tender, failing which the tender will be rejected.
 - c. Tenderer must enclose the Drug Manufacturing License, as per norms of revised schedule "M" of the Drugs and Cosmetics Act along with approved drugs list issued by the state drugs control Authority/Licensing Authority.
 - d. The tenderer must submit quality/safety certification of any authorized National/International standards like GMP/WHO/IPF/US-FDA/CEE/ISO/DGQA Certificate etc.
 - e. Tenderer must enclose the performance certificate issued by the state Drugs Control Authority/Licensing Authority.
 - f. Tenderer must enclose the manufacturing & marketing/Market standing certificate issued by the state Drugs Control Authority/Licensing Authority.
 - g. Tenderer must enclose the Non conviction certificate issued by the state Drugs Control Authority/Licensing Authority.
 - h. If quoted items are approved in any Rate contract in your favour in any other Government Institutions then please submit photocopy of the rate contract.
 - i. Tenderer must enclose an undertaking about price fall below the agreed price (As per Annexure-2 S. No.-7)
 11. Terms and conditions of tender documents along with declaration duly signed by the competent authority of the firm/company must be enclosed along with the Tender document.
 12. Rate quotation must be on the letter head of the company as per the tender proforma Annexure-4 with signature of the Proprietor/Manager/Authorized Signatory of the firm along with the stamp. The authority letter in favour of the authorized signatory /manager/proprietor should be enclosed with the tender documents.
 13. That the tenderer should quote Basic rate for each item. Any discount or offer must be mentioned in the rate quotation sheet only.
 14. The tenderer should quote the Basic rate inclusive of all the charges except GST as per proforma Annexure-4 in figures and also in words. GST percentage along with amount in Rupees (both figures & words) should also be mentioned in front of the basic price.
 15. Strength of active ingredients of drugs should be quoted clearly under the column No. 5 of Annexure-3 (Technical Bid) & Annexure-4 (Financial Bid)
 16. **At least two samples** of the units being offered in the tender, packed in sealed white transparent polythene of each item must be submitted along with the tender by the tenderer otherwise tender may be rejected.
 17. No relaxation whatsoever in terms and conditions will be granted to any tender.
 18. The tender documents must be accompanied with the earnest money of **Rs. 1,00,000.00 (Rs. One Lac only)** which will be accepted only in the form of **FDR/TDR**, from any **Nationalized Bank** duly pledged in favour of **Superintendent, G.M. & A.H. Lucknow, payable at Lucknow**, the minimum validity of EMD should be of **two years** from the tender date. The same will be refundable for those tenderers whose rates are not accepted.

Tender will not be considered without Earnest Money and shall be rejected. EMD must be issued by Company's account only.

- 19.** Tender documents can also be downloaded from the website www.kgmu.org But the **tender fee i.e., Rs. 3000.00 +18% GST extra as applicable** in form of DD drawn on any **scheduled bank**, in favour of **Superintendent, G.M. & Associated Hospital, Lucknow, payable at Lucknow**, will necessarily be attached with the bid otherwise tender will be rejected.
- 20.** The Hospital retains the right of returning of supplies of any items in any quantity that helps in managing the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of University.
- 21. Information required on challan/bill**
- a. After issue of Supply order may be executed directly or through their authorized distributor/stockiest. Challan accompanying the supplies must always mention following.
- (i). Name of the item as it was mentioned in supply order. (ii). Brand Name of the item as it is mentioned in the product literature of the company. (iii) Size of the item. (iv). Supply order number. (v). Supply order date. (vi). Date of manufacturing. (vii) Date of expiry. (viii). Batch number. (ix) Quantity of each item.
- b. Bill must always mention the following:-
- (i). Name of the item as it was mentioned in supply order. (ii). Brand name of the item as it is mentioned in the product literature of the company. (iii) Size of the item. (iv). Supply order number. (v). Supply order date. (vi). Date of manufacturing. (vii). Date of expiry. (viii) Batch number. (ix). Quantity of each item. (x). Value of each item. (xi). Total value of the bill. (xii). The amount of UP VAT to be paid by the supplier.
- 22.** Tender should reach on or before the date and time specified in the tender notice. Tender received after the expiry of the due date and time shall not be entertained. Office shall not be responsible for any reason or postal delay.
- 23.** In case of any discrepancy between the downloaded bid documents and that available with concerned office, the bid documents available in the office would be considered authentic.
- 24.** The Vice Chancellor / Chief Medical Superintendent, G.M. & Associated Hospital, Lucknow reserves the sole right to accept/reject any or all tenders or part of a tender or before end of the contract without any reason & at any time.
- 25.** Lucknow civil court will be the court of jurisdiction.
- 26.** In case of any dispute the decision of the Vice-Chancellor, King George's Medical University, U.P., Lucknow, shall be final and binding upon on the tenderer.

Chief Medical Superintendent
G.M & A.H, K.G.M.U.,
Lucknow

Superintendent
G.M & A.H, K.G.M.U.,
Lucknow

Terms & Conditions of the rate contract

1. **Period:**
Rates quoted against this enquiry will remain effective for **02 years**. This period may be extended for a period of another one year or till the tender of next year is not finalized, whichever is earlier. During the period the tenderer will be bound by the terms and condition of the rate contract.
2. **Supply:**
 - a. Goods are to be supplied F.O.R. Hospitals Store/Destination at the quoted rates.
 - b. No road permits i.e. Form 38, Form D etc. would be provided by the Hospital/University. It will be sole responsibility of the tenderer to affect the door deliveries of goods on his own. The Hospital/University will neither own any responsibility for clearance of good for any road, rail postal, air terminals nor any machinery of the Hospital/University would be allowed for their purpose.
 - c. The tenderer/ Supplier shall have to confirm the purchase order within 7 days from the date of the dispatch of the purchase order, in case no confirmation is received within 7 days as aforesaid it will be deemed that order is received/acceptable to the firm.
 - d. Supply of indents will have to be executed within two week from the date of receipt of supply order. In case of default, prior information to the hospitals (prior to the expiry of one week) stating reasons must be provided by signed FAX/letter on the company's letter head and prior permission obtained from the Superintendent to avoid activation of the penal clauses.
 - e. Each bottle/vial/phial/ampoule/items/packing must be stamped with **"G.M. & A.H. Supply"** in red ink, which should be legible, failing which supply will be rejected.
 - f. The firm shall be bound to supply on the rates quoted in the tender throughout the contract period.
 - g. Each drug should be the manufacturing date, expiry date, batch number etc. on the body of the product/packing and packing must be labeled in accordance with the provisions of the **Drugs and Cosmetics Act 1945**.
 - i. Drug/Items supplied must be of standard quality and as per specifications.
 - ii. Analytical test report/Data material, safety sheets of each and every batch of supply should be provided by the supplier at the time of supply.
 - iii. Random sample may be subject to testing through Govt. Analyst/Private Analyst and testing charges shall be deducted from the bill of the supply.
 - iv. In case of discrepancy being reported between the sample and the supply, the tenderer shall be liable to return the whole amount of the bill charged along with 2% compound interest compounding monthly from the date of clearance of the cheque/draft issued by the hospitals. The tenderer and not the hospital will bear all the legal and financial responsibility for any damage to the patients as the result to the substandard supply.
 - h. The drugs shall be procured on the basis of as and when required.
3. Part supplies shall not be considered but it can be accepted for the shape of the convenience of the patient/Hospital only but payment will be made after completion of 100% supply.
4. Purchase order will be treated as binding on "Errors & Omission Accepted basis" However, if the supplier notices any mistake in the contents of the order, he must bring the same to the notice of the hospitals and seek modification. Supplier will bear the responsibility for failure to take this action.
5. **Expiry of Drugs:-**
 - a. No drugs supplies under this contract shall bear less than 3/4th of self life from the date of receipt by the store. In case such drugs are received, they are liable to be returned/replaced at the cost of the supplier at any subsequent date.
 - b. List of drugs approaching expiry due to slow consumption will be intimated to the supplier at least 2 months in advance and will have to be replaced at the supplier's

- cost. Also slow moving items may be returned and replaced with other approved items of equal value.
- c. If the drugs expire due to non compliance with the **clause 5 (b)** in the hospitals store, the supplier agrees to let hospitals authorities deduct the cost from security money or/and from the subsequent bill of the supplier or in case no such bill is pending than the suppliers will make payment to the Hospital for such amount.
 - d. Supplies found broken/damaged or evaporated on opening the parcel will have to be repacked, failing which the bill shall be passed after deduction of the amount of quantities found broken or evaporated.
6. **Penalty Clause:-**
- a. **Failure to supply the drugs in the specified time will empower the hospital to acquire the drugs at L II or L III or at market rates in case of patient need and excess payment will be adjusted against the pending bills/ the security money of the supplier.**
 - b. Default in supply or non adherence to the terms and condition in the order may also cause the blacklisting of the firm and forfeiting of the security money.
 - c. If any drug has been found to be inferior or substandard, the balance stock shall be returned to the supplier and the payment of the consumed stock shall not be made to the firm. Simultaneously, disciplinary action will be taken against the firm which may include blacklisting of the firm and forfeiting of the security money.
7. **Payments :-**
- a. Bill of supply from within Uttar Pradesh will only be accepted in order to ensure that supplied goods are all taxes paid. Batch number and expiry date should be clearly marked on the bill as well as Challan.
 - b. Payment of the bill shall be made within 30 days from the date of receipt of the bill and supplies subject to availability of funds and completion of the processing of the bills.
 - c. Bill must be submitted in triplicate along with photocopy of supply order and copy of challan duly received by the store-in-charge.
 - d. Incomplete or Improperly submitted bills will not be processed and the delay will be the responsibility of the Tenderer.
8. The tenderer will not be allowed to revise (increase) the rates quoted through the contract period, due to any reasons like changes in bulk drugs prices of the raw material or rate variation in foreign exchange etc. However variation in statutory levies/duties on items will be given due consideration.
9. It will be the responsibility of tenderer that once their prices or taxes on any items reduces the agreed price during the period of operation of tender, they shall immediately inform to the hospital authority and revise their prices accordingly. It to be reduced rates from the date of reduction. Any failure as the part of the rate contract holder in this matter will attract imposition of severe financial penalty by the Hospital Authorities or cancellation of contract or blacklisting or a combination of any these.
10. Name of distributor/agents/stockiest at Lucknow may be given for emergency purchases. In case of change of the dealer/distributor, the name is to be informed well in advance by the original tenderer otherwise wrong issuance of cheques /drafts will be the firm's responsibility.
11. **Rate Contract :**
- a. After approval of rates the firm shall have to execute an agreement deed within 15 days on a Non Judicial Stamp Paper of Rs. 100.00. Earnest Money will be adjusted towards security money, which shall be released after expiry of rate contract period.
 - b. The tenderer/Supplier shall have to confirm to execute an agreement deed within 7 days from the date of the dispatch of the agreement information letter. In case no confirmation is received within 7 days as aforesaid it will be deemed that order is acceptable to the firm. In case non execution of an agreement deed within 15 days, a disciplinary action will be taken against the firm cause the black listing of the firm and forfeiting of the security money and agreement made to second preference / L2 Firms.

12. Compliance with all laws governing sale of the items including taxation is the responsibility of the Tenderer.
13. **Right Reserved:-**
- a. The tenderer will not be allowed to add/vary /modify any terms and conditions on his own.
 - b. As delay in supplies of these items to the hospitals harms patients and are life and death issues, all tenderers will accept the decision of the hospitals authorities.
 - c. All tenderers will accept the decision of the hospitals authorities on the comparatives on technical and financial bids as final and not subject to representation or litigation.
 - d. The purchase committee reserves the right to approve any item on the basis of quality (safety, affectivity preference or experience of prescribing clinicians) rather than price and their decision shall not be questioned by the tenderers in any forum.
 - e. The Vice Chancellor / Superintendent, G.M. & Associated Hospitals, Lucknow, reserves the sole right to reject/accept any or all tenders or a part or before end of the contract period without any reason & at any time.
14. **Settlement of Dispute:-**
In case of any dispute, the decision, of the Vice Chancellor, King George's Medical University, U.P., Lucknow, shall be final and binding upon the tenderer.
15. **Jurisdiction of Court:-**
Lucknow Civil Court will be the court of Jurisdiction.

Chief Medical Superintendent
G.M & A.H, K.G.M.U.,
Lucknow

Superintendent
G.M & A.H, K.G.M.U.,
Lucknow

Declaration

I/We S/o Provider/on
behalf of (designation)..... M/s.....
submit this tender after reading the tender notice, instructions, terms and conditions contained
herein and subject to all terms and conditions being accepted by me/us.

I/we agree that if at any time that any document or the facts mentioned in the tender found
false, the institute has full right to terminate the tender/Contract and forfeit my/our EMD/Security
deposit and we will be liable to return the whole amount of money paid by G.M. & Associated
Hospitals, (K.G.M.U.) Lucknow to us against our bills along with an interest of 2% compound
monthly besides any other legal action that may be taken against us.

Signature of the Tenderer /

Authorized Signatory

(with seal)

Name of authorized

Address

.....

Phone.....

Fax No.

Detail of Earnest Money

F.D.R. / T.D.R. No. dated

Rs. (Figure & Words)

Name & Address of Bank

Tender of Medicine

Technical Bid

Re-Tender No. Dated

1	2	3	4	5	6	7	8	9
Item No. as per tender list	Description of item shown as in the tender form Annexure (5)	Specification of product	Brand name if any	Strength of active ingredients of the product (Specify)	Since when firm has been manufacturing & marketing the product	Packing (no of unit in Box etc.)	Name of Agency for quality certification eg. GMP /WHO / IPF/US -FDA / CEE/ ISO/ DGQA etc. revised schedule “M” please quote whichever is applicable	Sample enclose Yes/No

Tender of Medicine

(Financial Bid)

Re-Tender No. Dated

1	2	3	4	5	6	7	8	9	10	11
Item No. as per tender list	Description of item shown as in the tender form Annexure (5)	Specification of product	Brand name if any	Strength of active ingredients of the product (Specify)	Basic Price per piece (In Rs.)	GST	Total Amount per piece Inclusive of Taxes (column no.6 +7)	Total Amount per piece Inclusive of Taxes (column no.6 +7)	MRP as per column no.8	Percentage wise difference from MRP & quoted rates
					In figure	In figure	In figure	in words		