

KGMU Hospital Revolving Fund

K.G. Medical University

Lucknow-226003 (U.P.) India

E-tender Notice No.: 002/e-tender/HRF/LP/2018

Date: __/__/2018

Hospital Revolving Fund, KGMU	
Notice No: <u>002/e-tender/HRF/LP/2018</u>	Date: 21/12 /2018
<u>E-Tender Inviting Notice</u>	
<p>Online e-bids are invited on two e-bids systems latest by 21/01/2019 at 03:00 PM for the supply of Non Rate Contract General Medicines, Cancer Drugs, Surgical Consumables and DPCO items from local Chemists/Firms situated within a radius of 10 km of Trauma Centre, KGMU, Lucknow at KGMU, HRF. The details of the tender can be viewed at www.kgmuhospital.org. Tender will be available on e-portal https://etender.up.nic.in.</p>	
<p>Chairman K.G.M.U., H.R.F. K.G.M.U</p>	

Tender document for supply of Non Rate Contract Medicines & Surgical Consumable
for 01 year

Tender of Non Rate Contract Medicines & Surgical Consumable	
Publishing Date	20/12/2018
Document Download/ Sale Start Date	21/12/2018 ; 03:00 P.M.
Document Download/ Sale End Date	21/01/2019 ; 03:00 P.M.
Bid Submission Start Date	21/12/2018 ; 03:00 P.M.
Last Date of Bid Submission	21/01/2019 ; 03:00 P.M.
Technical Bid Opening	23/01/2019 ; 03:00 P.M.
Last Date of submission of hard copy of Technical Bid, EMD & DD	22/01/2019 : 03:00 P.M.
Tender Fee (Not Refundable)	5000 + 18% GST = 5,900.00
Earnest Money (in Shape of FDR of 01 Year)	Rs. 5,00,000.00

Date of opening of price bid: To be informed to the technically qualified bidders.

Tender documents may be downloaded from website www.etender.up.nic.in

(Address of Correspondence)

Faculty Incharge
K.G.M.U., H.R.F.,
K.G.M.U.
Lucknow, U.P. 226003
Ph. No.- 0522-2256787
Email Id.- hmf@kgmcindia.edu

KGMU Hospital Revolving Fund

K.G. Medical University

Lucknow-226003 (U.P.) India

E-Tender Notice No.: 002/e-tender/HRF/LP/2018

Dated: __/__/2018

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Yours Sincerely

Faculty Incharge
K.G.M.U., H.R.F.
K.G.M.U., Lucknow

KGMU Hospital Revolving Fund

K.G. Medical University

Lucknow-226003 (U.P.) India

E-Tender Form

E-Tender Notice No.: 002/e-tender/HRF/LP/2018

Date: __/__/2018

Tender fee of Rs. 5000.00 + 18% GST (Rs. Five thousand + 18% GST only) (**Non Refundable**)

To,

M/s _____

Sub: Tender for supply of Non Rate Contract Medicines& Surgical Consumable from Local Chemists/ Firm situated within a radius of 10 kms of KGMU, Lucknow at KGMU, HRF.

Dear Sir,

You are invited for **E-Tender** in two bids (technical & financial) of above mentioned work of KGMU, HRF for a contract period of 01 Years. Tenderers' eligibility specified as per eligibility criteria.

Technical and Financial bid should be uploaded online at website www.etender.up.nic.in

At the time of submission of tender document tender fee in the shape of DD from any nationalized/scheduled bank is to be enclosed by the tenderer for Rs. 5000/- (18% GST extra as applicable). All the demand draft should be drawn in favour of Hospital Revolving Fund, KGMU, Lucknow payable at Lucknow. Tenderers have to submit hard copy of Technical bid, EMD and DD in Main HRF office of KGMU, Lucknow before specified date & time.

The tender should be submitted after carefully reading the instructions for filling tender which are enclosed with Annexure 1 & 2. You must 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, rather your offer may be rejected by KGMU HRF, in such circumstances.

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

Yours Sincerely

**Faculty Incharge
K.G.M.U., H.R.F.
K.G.M.U., Lucknow**

KGMU Hospital Revolving Fund

General Terms and Conditions

- Tender fee (Non- refundable) - Rs. 5000.00 + 18 % GST i.e. Rs. 5900.00 (Five thousand nine hundred only)
- Goods & Service Tax no. (GST) - **09AAAK4509K3ZH** of KGMU, HRF
- The rate contract may be awarded to - one or more vendors
- The terms & conditions - will be submitted duly signed by the bidder
- Validity of tender - One year

Rs. 100.00 non judicial stamp paper will have to be provided by the bidders for award of RC.

- E-Tender in two bids (Technical & Financial) are invited on behalf of the H.R.F. KGMU, KGMU, Lucknow from interested and eligible Tenderers as specified below.
- Bids shall be submitted online only at website www.etender.up.nic.in
- At the time of submission of tender document, tender fee in the shape of DD from any nationalized/schedule bank is to be enclosed by the tenderer as tender fee Rs.5,000/- (18% GST extra as per applicable). All the demand draft should be drawn in favour of Hospital Revolving Fund KGMU, payable at Lucknow.
- Tenderers have to submit hard copy of Technical bid, EMD and DD in Main HRF office of KGMU, Lucknow before specified date & time.
- Tenderer has to send DD & EMD in physical form to the Faculty Incharge KGMU, HRF, KGMU, Lucknow in separate envelope. (Please mention Tender Notice no. in a covernceiving letter on the letter head of the tenderer.)
- The tender must be submitted Online in two parts (technical bid & financial bid). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of documents before uploading. Bid shall be considered only if uploaded on website (pdf).
- Any future clarification and corrigendum shall be communicated through Faculty Incharge, KGMU, H.R.F., KGMU, KGMU, Lucknow on the NIC website www.etender.up.nic.in
- Terms and conditions of tender documents along with **declaration duly signed by the competent authority of the firm/ company** must be uploaded online along with the Tender document otherwise tender will be rejected.
- The tenderer should quote Discount on MRP in BOQ online.

Earnest Money Deposit (EMD) & Performance Security:

- (i) EMD in shape of cheque /DD will not be acceptable, if submitted tender will be rejected.
- (ii) EMD of Rs. 5,00,000.00 (Five Lakh only) in the shape of TDR/FDR only, pledged in favour of “Hospital Revolving Fund, KGMU, Lucknow, issued by any scheduled /nationalized bank must be enclosed with the technical bid by the tenderer.
- (iii) EMD amount in the shape of TDR/FDR must have validity of 12 months from the date of issue of Tender notice. The EMD of the successful bidder RC holders would be released after signing of Rate contract and deposition of performance security.
- EMD of H2 will be released after the end of Rate Contract.
- Performance security of Rs. 5,00,000.00 (Rs. Five lakhs only) in the shape of FDR/TDR from any nationalized bank in favour of “Hospital Revolving Fund, KGMU, Lucknow” will be

submitted by the successful bidder before awarding of Rate contract. It should be valid for 12 months.

- The tenderers should quote in figures as well as in words the percentage of discount (% age of discount) tendered by him/them alterations/over-writings, unless legibly attested by the tenderer, shall disqualify the tender. The tenderers should take care that the percentage of discount (%age of discount) are written in such a way that interpolation is not possible, no blanks should be left which would otherwise, make the tender redundant.
- Any action on the part of tenderer to influence anybody in the University will be taken as an offence. Such tenderers will not be allowed to participate in the tender enquiry and their offer will not be considered.
- The Rate Contract will be valid for period of one year from the date of issue of Rate Contract. It may be further extended for maximum period of six month or till finalization of next rate contract whichever is earlier, if required.
- The service will be reviewed periodically. In case of unsatisfactory supplies at any time contract is liable to be cancelled with forfeiture of performance security as per penalty clause no 9.
- The vendor who is awarded the RC is expected to sign the contract/agreement, within 07(seven days) from the date of issue of the letter of acceptance, failing which EMD may be forfeited and the name of the firm may be removed from the list of suppliers at KGMU, H.R.F., KGMU, KGMU, Lucknow.
- The tenderer will give an affidavit/undertaking to supply medicines as per requirement to KGMU through his outlet for the entire duration of the contract.
- The tenderer submitting his/ her tender would be deemed to have thoroughly read, considered and accepted all the terms & conditions mentioned in the tender document and submit a declaration as per Schedule – III. No enquires shall be entertained in respect of acceptance or rejection of the bid.

Eligibility Criteria

- A. The Bidder who intend to participate in the tender should first ensure that they fulfill all eligibility criteria as prescribed in the Tender Documents.
- B. Local Chemists/Firms/Whole seller/Retailers situated within radius of 10 kms of Trauma Centre, KGMU, Lucknow, for local purchase of medicines, surgical items, disposables, devices, implants etc. for a period of one year are eligible to participate in the Tender.
- C. The bidder should have experience of executing similar work for any Govt./ Private Hospital/ Govt. Dispensary/PHC/ any organization for the least one year in the last five years. The bidder is required to submit a satisfactory performance certificate from the organization/ Hospital/ Dispensary on their Letter Head for the supply of medicines (Schedule-I)
- D. Bidder shall upload duly filled, signed & stamped annexures as per the format provided.
- E. The firm should not have been blacklisted/debarred at any time by any Govt. or Private Organization. The tenderer shall upload an affidavit to the effect on non-judicial stamp paper of worth of Rs. 100/- duly attested by Notary. The firm has not been black-listed/debarred at any time and is not blacklisted at present by any Govt./ Private Organization and there is no Vigilance/CBI case pending against the firm/supplier

- F. A Notarized affidavit that the bidder does not have any relation with the person authorized to evaluate Technical Bid/Price Bid or involved in Finalizing the tender on Non-judicial stamp paper of Rs. 100.00/-.
- G. The bidder should have a valid retail drug license issued by the State Drug authority at the time of submission of bid.
- H. The bidder should have minimum Rs. 04 crore turn-over during each of the financial years 2014-15, 2015-16 and 2016-17 to become eligible and satisfactory documentary evidence. Turn-over certified by Chartered Accountant will have to be uploaded in support of his turnover with audited Trading & Profit & loss a/c, Balance Sheet, Vat return & income tax return for the financial years 2014-15, 2015-16 and 2016-17.
- I. The bidder must upload the following documents along with the Technical Bid of terms & conditions.
 - a. Draft of Tender Fee Rs. 5000.00 + 18% GST = 5900.00
 - b. EMD of Rs. 5,00,000.00 in the shape of TDR/FDR
 - c. Copy of valid drug license for Retail.
 - d. GST no.
 - e. Copy of PAN card.
 - f. Proof of Income Tax Return
 - g. Proof of GST Return
 - h. Copy of audited Trading & Profit & loss a/c, Balance Sheet of Financial year 2014-15, 2015-16, 2016-17

1. Scope of Supply:

- Drugs and consumables not available through Rate Contract shall be processed through local sources under this Rate contract by KGMU, HRF.
- Demand of such emergent drugs & medicines will have to be fulfilled by the vendor with immediate /instant supplies on demand in unavoidable circumstance.
- The supply order will be placed on the vendor highlighting the name, brand & quantity of the drugs & medicines required on day-to-day or case to case basis.
- The percentage of the discount offered on MRP will be mentioned on each vendor's bill given along with MRP which shall be inclusive of GST.
- Supplier would be bound to supply & bill Drugs/ Medicines/ Surgical items etc according to Purchase Order.
- Bidder should provide GST Invoice.

2. Letter of Undertaking: An undertaking about ensuring supplies of desirable quality and quantity at appropriate times has to be uploaded along with your bid/offer.

3. Delivery of Goods:

- To deliver the goods in accordance with terms and conditions.
- To ensure the supply goods as per expressed quality and other conditions.
- To deliver the goods as and when asked for
- To deliver the goods within reasonable time and hour i.e. 24 hours
- To delivers the goods in agreed quantity.
- To inform in time, when the goods are sent by messenger
- To provide reasonable opportunity to examine the goods at the time of delivery
- To replace the goods when doctor is not willing to accept the delivered goods.

- It will be the sole responsibility of RC holder to maintain proper co-ordination with Pharmacist of the KGMU, HRF store to take back all the unused items at the end of every month.
 - To inform when the person concerned refuses to accept or reject the goods.
 - To submit the bills and other relevant documents for timely payment.
 - When the goods are of perishable nature, it will be notified at the time of deliver
 - Proper place of inspection is place of delivery
 - If the goods are subsequently found unsatisfactory, KGMU, HRF is entitled to reject the goods and will not amount to acceptance of goods.
 - The firm shall supply only the brand indented. However, if the same brand cannot be supplied, then the reason for non-supply should be mentioned and substitute should be given from reputed brand with explicit verbal prior concurrence of indenting officer i.e. Pharmacist. Such verbal concurrence should be formalized in writing at earliest opportunity.
4. **The approved vendor will supply quality item:** It will be the sole responsibility of Pharmacist Incharge, Store to accept/reject the Generic goods, if supplied at any point of time and in case, if it is essential to accept them, then he has to bring it to the notice higher authorities.
5. **Shelf Life:** Materials should ordinarily have 75% of shelf life of the products manufactured in India and 60% remaining shelf life in case of imported products at the time of supply/delivery. However it can be accepted with lesser period of shelf life only if exceptional circumstances, on acceptance of end use, at the sole cost and risk of the supplier. In case non-usage and expiry of such materials has to be replace by you.
6. **Details on challans / Tax invoice:** While supplying the ordered material and submitting the GST invoice apart from details of items (generic name, batch no., mfg. date, expiry date, challans no. and date etc.), branded name has to be mentioned on the face of bill to ensure the quality of supplied item.
7. **Rates:** Offered discount on MRP should be clearly mentioned in figure and words both on your bid.
- If two or more firms quote same discount on MRP, contract will be awarded to the firm who has maximum aggregate turnover as sought elsewhere.
 - Rates quoted should be inclusive of GST.
 - The prices quoted by the tenderer should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the items.
 - Any plea for clerical/typographical error etc. would not be accepted no correspondence will be entertained after opening of Price bid.
 - Conditional bid would not be entertained
 - The quoted rates should be F.O.R. destination (KGMU, Lucknow)
8. (A) **Earnest Money Deposit (EMD) & Performance Security:**
- (i) EMD in the shape of cheque/ DD will not be acceptable
 - (ii) EMD of Rs. 5,00,000.00 (Five Lakh only) in shape of TDR/FDR only, pledged in favour of Hospital Revolving Fund, KGMU, Lucknow, issued by any scheduled/ nationalized bank must be enclosed with the technical bid by the tenderer.

- (iii) EMD amount in the shape of TDR / FDR must have validity of minimum 12 months from the date of issue of Tender notice. The EMD of the successful RC holder would be released after signing of Rate Contract and deposition of performance security.
- (iv) If the tenderer fails or neglects to observe or perform any of his / her obligations under the contract, it shall be lawful for the purchaser to forfeit the performance security furnished by the tenderer.

(B) Performance Security of Rs. 5,00,000.00 (Rs. Five Lakh only) in the shape of FDR/TDR from any nationalized bank in favour of Hospital Revolving Fund, KGMU, Lucknow will be submitted by the successful bidder before awarding of Rate Contract. It should be valid for 12 months.

In case of the extension of the contract at the later date, the validity of the performance security shall have to be extended for a period of 6 month beyond the period of extension of the contract. The performance security shall be returned to RC holder without any interest after satisfactory completion of Rate Contract.

9. Penalty Clause:

- A. Recovery of difference amount:** In case item demanded but not supplied either totally or in part within 24 hours after receipt of LPO would be treated as cancelled and will be procured from H2/open market, the rate difference will be recovered from forthcoming bills of the RC holder i.e. H1 firm. (Difference from discounted price)
- B. Forfeiture of EMD/Performance Security:** In case the firm fails to supply the drugs to the University, without giving proper notice or giving the reason for non-supply of item (repeated failure five times) to supply in part or in full may lead to forfeiture of performance security and / or termination of Rate Contract. **(Repeated failure of full supply order of the required items could lead to debarring/blacklist of firm).**

10. Sourcing Procurement from H2:

- (i) Local Purchase Rate Contract 1 –the first source for procurement (H1)
- (ii) Local Purchase Rate Contract 2 – the second (alternative) source for procurement (H2)
 - RC-1 source fails to supply the items within the stipulated time of 24 working hours.
 - The Purchase Committee KGMU, HRF is not satisfied with the quality of items procured from RC- 1 source (H1)
 - When the RC-1 source fails to honor the terms and condition of the contract e.g. (i) asking for upward revision of prices. (ii) asking for extension of the delivery period beyond the accepted time, (iii) any other prayer from RC – 1 source which does not serve the purpose of the KGMU, HRF.

11. Dispute and arbitration: All disputes or difference arising during the execution of the contract shall be resolved by mutual discussion failing which the matter will be referred to the Vice Chancellor, KGMU, Lucknow for arbitration whose decision shall be final and binding on both the parties.

12. Term of payment:

- 100% payment shall be made through A/c payee cheque or RTGS, on receipt of goods in satisfactory conditions within 30-45 days of Bill submission or availability of Budget / Fund.
- If GST invoice is not received in accordance with instruction it will not be entertained for payment.
- Part supply is acceptable for the sake of convenience only.
- Pre-receipted Tax Invoice should be submitted in quadruplicate.
- Please comply with all the points very strictly to avoid any delay in release of payment.

13. Termination Rate Contract: Purchase Committee of KGMU, HRF reserve the right to cancel the Rate Contract by giving one month notice, whereas RC holder can do so by giving three months notice.

14. Any information found fabricated / hidden with a view to misleading the authorities shall make the firm liable to outright rejection, forfeiture of the deposit and / or debarring of the firm from participation in the local purchase tender at KGMU, HRF for a period of 5 years. The decision of the Vice Chancellor, KGMU shall be final in this regard.

15. The Vice chancellor, KGMU reserves the right to accept or reject or cancel any offer in part or full without assigning any reason thereof.

16. Disqualification of the bidder:

- (i) Any deviation from the terms and conditions of the tender or non-submission of tender fee, EMD or the document listed in the tender document (as per Eligibility Criteria) would lead to disqualification of the bid.
- (ii) Any action on the part of tenderer to influence any official will amount to rejection of his bid.

Technical Bid(Part – I)

1. Details of documents must be enclosed.

		Page no.	
		From	To
a.	Draft of Tender Fee Rs. 5000.00 + 18% GST = 5900.00		
b.	EMD of Rs. 5,00,000.00 in the shape of TDR/FDR		
c.	Copy of valid drug license		
d.	GST no.		
e.	Copy of PAN no.		
f.	Proof of Income tax return		
g.	Proof of GST		
h.	Copy of balance sheet of Financial year 2016-17& 17-18		
i.	Turnover Certificate		
j.	Rs. 100.00 Non judicial Stamp paper (Schedule – I)		
k.	Experience Certificate (Schedule – II)		
l.	Declaration (Schedule – III)		
m.	Declaration on Rs. 100/- Non-judicial (Schedule – IV)		
n.	Signed copy of terms & conditions		

Full signature of the bidder

Full Name

Status

Full Address

Telephone No.

Mobile no.

Fax no.

E-mail id.

Seal of the Bidder

Price Bid (Part – II)

1. Financial offer:-

Category	Offered discount in % on MRP (in figure)	Offered discount in % on MRP (in words)
General Medicines		
Cancer drugs		
Surgical Consumables		
DPCO items		
Total		

The total of discount % shall form the basis of determining H1, H2 and so on

2. I have gone through the terms and conditions as laid down in the tender document. I willingly offer to supply the items demanded at the quoted / discounted rates. I hereby declare that supplied material will GST paid if applicable. I agree to hold this offer and open for a period of one year from the date of Rate Contract, if awarded to me.
3. Offered discount in % on MRP should be inclusive of all Taxes.
4. Any dispute on clarification of items under the above categories shall be decided by Purchase Committee KGMU, HRF whose decision shall be final & binding.

Full signature of the bidder

Full Name

Status

Full Address

Telephone No.

Mobile no.

Fax no.

E-mail id.

Seal of the Bidder

Terms & Conditions of the Rate Contract

1. Period:

Rates quotes against this enquiry will remain effective of **01 year**. This period may be extended for a period of six month or till the tender of next year is not finalized, whichever is earlier. During the period the tenderer will bound by the terms and condition of the rate contract.

2. Supply:

- a. Goods are to be supplied F.O.R. KGMU, HRF, KGMU, Lucknow.
- b. E way bills etc. shall have to be generated by the tenderer himself. It will be the sole responsibility of the tenderer to affect the door deliveries of goods on his own. The KGMU, HRF will neither own any responsibility for clearance of good for any road, rail, postal, air terminals nor any machinery of the KGMU, HRF would be allowed for their purpose.
- c. The firm shall be bound to supply on the rate quoted in the tender throughout the contract period.
- d. Demand of emergent drugs & medicines will have to be fulfilled by taking immediate / instant supplies on demand in unavoidable circumstances.
- e. The supply order will be placed on the vendor highlighting the name, brand & quantity of the drugs & medicines required on day-to-day or case to case basis.
- f. Each drug should bear the manufacturing date, expiry date, batch number etc. on the body of the product/packing and packing must be legibly labeled in accordance with the provision of the **Drugs & Cosmetics Act 1945**.
- g. Drug/Items supplied must be of standard quality.

3. Part supplies shall not be considered but it can be accepted for the sake of the convenience of the patient / Hospital only but payment will be made after completion of 100% supply.

4. Local 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. Any dispute on clarification of items under the categories General Medicines, Cancer drugs, Surgical Consumables and DPCO items shall be decided by Purchase Committee, KGMU, HRF KGMU whose decision shall be final & binding.

6. Delivery of Goods:

- To deliver the goods in accordance with terms and conditions.
- To ensure the supply goods as per expressed quality and other conditions.
- To deliver the goods as and when asked for
- To deliver the goods within reasonable time and hour i.e. 24 hours
- To delivers the goods in agreed quantity.
- To inform in time, when the goods are sent by messenger
- To provide reasonable opportunity to examine the goods at the time of delivery
- To replace the goods when doctor is not willing to accept the delivered goods.
- It will be the sole responsibility of RC holder to maintain proper co-ordination with Pharmacist of the KGMU, HRF store to take back all the unused items at the ends of every month.

- To inform when the person concerned refuses to accept or reject the goods.
- To submit the bills and other relevant documents for timely payment.
- When the goods are of perishable nature, it will be notified at the time of delivery
- Proper place of inspection is place of delivery.
- The goods are subsequently found unsatisfactory, KGMU, HRF is entitled to reject the goods and will not amount to acceptance of goods.
- The firm shall supply only the brand indented. However, if the same brand cannot be supplied, then the reason for non-supply should be mentioned and substitute should be given from reputed firm with explicit verbal prior concurrence of indenting officer i.e. Pharmacist such verbal concurrence should be formalized in writing at earliest opportunity. All such cases shall be put up before the Faculty Incharge/Co-Faculty Incharge HRF for approval.

7. Expiry of Drugs

- Materials should ordinarily have 75% of shelf life of the products manufactured in India and 60% remaining shelf life in case of imported products at the time of supply/delivery, however it can be accepted with lesser period of shelf life only if exceptional circumstances, on acceptance of end use, at the sole cost and risk of the supplier.
- In case non-usage and expiry of material, such materials has to be replaced by you. Any inventory not used/dispensed for over three months shall be replaced by Supplier.
- Supplies without legible markings of expiry date, batch no. and manufacturing date shall not be accepted at KGMU, HRF stores.
- Supplies found broken/damaged or evaporated on opening the parcel will have to be repacked, failing which the bill shall be passed after deduction after of the amount of quantities found broken or evaporated.

8. Rates: Offered discount on MRP should be clearly mentioned in figure and words both on your bid.

- If two or more firms quoted same maximum discount or MRP, contract will be awarded to the firm who has maximum aggregate turnover as sought elsewhere.
- Rates quoted should be inclusive of GST.
- The prices quoted by the tenderer should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the items.
- Any plea for clerical/typographical error etc. would not be accepted no. correspondence will be entertained after opening of Price bid.
- Conditional bid would not be entertained.

9. Performance Security:

- Performance Security of Rs. 5,00,000.00 (Rs. Five Lakh only) in the shape of FDR/TDR from nay nationalized bank in favour of Hospital Revolving Fund, KGMU, Lucknow will be submitted by the successful bidder before awarding of Rate Contract. It should be valid for 12 months.
- In case of the extension of the contract at the later date, the validity of the performance security shall have to be extended for a period of 6 month beyond the period of extension of the contract. The performance security shall be returned to RC holder without any interest after satisfactory completion of Rate Contract.

10. Penalty Clause:

- i. **Recovery of difference amount:** In case item demanded but not supplied either totally or in part with 24 working hrs after receipt of LPO may be treated as cancelled and can be procured from H2/open market, the rate difference will be recovered from forthcoming bills of the RC holder i.e. H1 firm (Difference from discounted price)
- ii. **Forfeiture of EMD/Performance Security:** In case the firm fails to supply the drugs to the University, without giving proper notice or giving the reason for non-supply of item (repeated failure five times) to supply in part or in full may lead to forfeiture of performance security and / or termination of Rate Contract. **(Repeated failure of full supply order of the required items could lead to debarring/ blacklist of firm).**

11. Term of payment:

- 100% payment shall be made through A/c payee cheque or RTGS, on receipt of goods in satisfactory conditions within 30-45 days of Bill submission or availability of Budgets / Fund.
- If GST invoice is not received in accordance with instruction it will not be entertained for payment.
- The part of supply is acceptable for the sake convenience only and balance shall be procured as mentioned above.
- Pre-receipted Tax invoice should be submitted in quadruplicate.
- Please comply with all the points very strictly to avoid any delay in release of payment.
- Bill of supply from within Uttar Pradesh will only be accepted in order to ensure that supplied goods are UPTT and local Tax paid.
- Bill must be submitted in triplicated along with photocopy of supply order and copy of challan duly received by the store-in-charge.
- Incomplete or improperly submitted bills will not be processed and the delay will be the responsibility of the Tenderer.
- The percentage of the discount offered on MRP will be mentioned on each bill along with MRP by the vendors.
- Bidder should provide GST Invoice.

12. The tenderer will not be allowed to revise (increase) the rates quotes through the contract period, due to any reasons like changes in bulk drugs prices of the raw material or rate variation in foreign exchanges etc. However variation in statutory levies/duties on items will be given due consideration.

13. 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 KGMU, HRF authority and revise their prices accordingly. It to be reduced rates from the date of reduction. Any failure on the part of the rate contract holders in this matter will attract imposition of severe financial penalty by the KGMU, HRF including cancellation of contract or blacklisting or a combination of any these.

14. Rate Contract:

- After approval of rates the firm shall have to execute an agreement deed within 10 days on a non-judicial stamp paper of Rs. 100.00 Earnest Money Deposit will be adjustment towards performance security, which shall be released after expiry of rate contract period.
- The tender/Supplier shall have to confirm to execute an agreement deed within 7 days from the date of the dispatch to 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 10 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 /H2 firm.

15. Compliance with all laws governing sale of the items including taxation is the responsibility of the Tenderer.

16. Right Reserved:

- a) Purchase Committee, KGMU, HRF reserves the right to cancel the Rate Contract by giving one month notice, whereas RC holder can do so by giving three months' notice.
- b) The tenderer will not be allowed to add/vary/modify any terms and conditions on his own.
- c) As delay in supplies of these items of the hospitals harms patients and are life and death issues, all tenderers will accept the decision of the hospitals authorities.
- d) All tenderers will accept the decision of the hospitals authorities on the comparatives on the technical and financial bids as final and not subject to representation or litigation.
- e) Purchase Committee KGMU, HRF 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.

17. 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.

18. Jurisdiction of Court: Lucknow Civil Court will be the court of Jurisdiction.

Yours Faithfully

(Address of Correspondence)

Faculty Incharge

K.G.M.U., H.R.F.,

K.G.M.U.

Lucknow, U.P. 226003

Ph. No.- 0522-2256787

Email Id.- hrf@kgmcindia.edu

Affidavit (notarized)

(on Rs 10.00 Non-judicial stamp paper)

Reference: Tender No.

1. (Name of the signatory), S/o (Father's Name), (Designation of the signatory) with (Name of the Company), with its office at (Address of the Head Office of the Company), do solemnly affirm and declare as under :-

The tenderer does not have any relation with the person authorized to evaluate technical bid/price bid or involved in finalizing the tender.

Place:

Date:

Deponent

Verification:

Verified that the contents of the above affidavit of mine are true and correct to the best of my knowledge and no part of it is false and nothing has been concealed therein.

Verified at (Place), on this (Date) day of (Month) 2018.

Deponent

CERTIFICATE OF PERFORMANCE

(To be issued on letterhead of concerned Hospital/Dispensary)

Date of Issue

This is to certify that M/s _____

O/a _____

_____ have

worked as local purchase chemist, supplying the medicines on daily basis vide Rate Contract /

Agreement No. _____ from _____ to _____ (dates) in

our Organization/Hospital/Dispensary and their performance has been found to be satisfactory

(Quantity wise, Quantity wise and in time)

Signature of the authorized officer

(Name & Seal of the Organization/Hospital/Dispensary)

(To be given in Rs. 100/- Non-judicial Stamp Paper, notarized)

Declaration

To,
Faculty Incharge KGMU, HRF
KGMU
Lucknow

Respected Sir,

1. The undersigned certifies that I / we have gone through the terms and conditions mentioned in the tender document including annexure and undertake to comply with them. The rates quoted by me/us are valid and binding on me/us for acceptance for the period of one year from date of finalization of tender.
2. Earnest Money deposited by me/us in the form of FDR/TDR in favour of Hospital Revolving fund, KGMU, Lucknow is attached herewith and shall remain in custody of KGMU, HRF KGMU, Lucknow per Terms & conditions of Tender.
3. I / We give the rights to Purchase Committee, KGMU, HRF to forfeit the Earnest Money deposited by me/us if any delay occur on my/agent's part of fails to supply the material at the appointed place and time and of the desired specification.
4. I/undertake that I/We will supply a new & fresh piece of ordered item and the rejected supply, if any will be taken back and replaced by me/us at our cost within the specified period and without causing any interruption to the Hospital services.
5. There is no vigilance/CBI case or court case pending against the firm / supplier.
6. I/We declare that my/our firm has not been blacklisted /debarred by any of the Govt. Semi Govt./Private Hospitals / Institutions /any Govt. / Govt. Undertaking Agency.
7. I/We undertake that if the rates of any item are lowered due to any reason, I/We will increase the percentage according to rates.
8. I/We hereby undertake to supply the items as per directions given in supply order within the stipulated period.
9. I/We understand that Hospital Revolving Fund has the right to accept or reject any or all the tender without assigning any reasons(s)thereof.
10. I/We shall not sublet/transfer/assign the contract or a part of it to any other firm at any time of contract.
11. I/We agree that if at any time that any document or the facts mentioned in the tender found false, Hospital Revolving Fund has full right to terminate the tender/Contract and forfeit my/our EMD/Performance Security and we will be liable to return the whole amount of money paid by KGMU, HRF,KGMU, 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.

Name, Signature and Address of the tenderer with Rubber Stamp

(To be furnish of Firm's Letter Head)

Declaration

I/We S/o Provider/on
 behalf of (designation) M/s Submit
 this tender after reading the tender notice, instruction, 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 Hospital Revolving Fund, KGMU,
 Lucknow to us against our bills along with and interest of 2% compound monthly besides any other
 legal action that may be taken against us.

Signature of the Tenderer/

Name of authorized.....

Authorized Signatory

Address

.....

(With seal)

Phone no.

Fax no.

Detail of Earnest Money

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

Rs. (Figure & Word)

Name & address of Bank