

**PT. B.D.SHARMA UNIVERSITY OF HEALTH SCIENCES ROHTAK**

**LOCAL TENDER NOTICE NO.01/2011-12**

**Telephone: 01262-212668, 211307 Fax: 01262-212668, 211308**

**Website: [www.uhsr.ac.in](http://www.uhsr.ac.in). and [www.pgimsrohtak.nic.in](http://www.pgimsrohtak.nic.in).**

Sealed tenders are invited **latest by 27.01.2012 upto 2.00 PM, to be opened on 27.01.2012 at 3.00 PM,** for the registration of Local Retail Chemists with the radius of 2 KM of PGIMS Hospital Rohtak for registering in a panel for the supply of Drugs/Medicine/Surgical/Consumable items to PGIMS Rohtak on day to day basis. The Tender form, instructions and detailed specifications are available on the University Website: [www.uhsr.ac.in](http://www.uhsr.ac.in). and [www.pgimsrohtak.nic.in](http://www.pgimsrohtak.nic.in). which can be downloaded for submission, alongwith Tender Fee of Rs.1,000/-in shape of Demand Draft. The selected firm (s) will have to sign a Contract to supply the items for one year as per terms & conditions, from the Date of Acceptance.

**Professor I/c Purchase**

## TENDER FORM

**PANDIT BHAGWAT DAYAL SHARMA UNIVERSITY OF HEALTH SCIENCES, ROHTAK**

### INSTRUCTIONS TO TENDERERS

1. Quotations must be enclosed in properly sealed envelopes addressed to the Vice-Chancellor, Pt. B.D. Sharma University of Health Sciences, Rohtak by designation and not by name.

The quotation must be superscribed "Quotations against Local Tender Notice No.01/2011-12 due on 27.01.2012 (as called for in tender notice)" The quotations must reach in the office of Vice-Chancellor before the last date mentioned in the tender notice.

2. In the even of quotations being submitted by a firm, it must be signed separately by each member thereof or in the even of the absence of any partner it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, or in the case of company the quotations should be executed in the manner laid down in the said Company's Articles of Association. The signatures of the quotations should be deemed to be authorized signatures.
3. All the columns of the quotations form shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. Quotations shall always be both in the figures and words. The words "No quotations should be written across any or all the items in the schedule for which a tenderer does not wish to tender".
4. Any Omission in filling the columns of "Units" and "Rates" shall together debar a quotation from being considered.
5. All corrections must be signed by the tenderers.
6. Samples of the items where demanded must be sent in sealed cover/Box with the tender alongwith Name, Address and Reference of the item. Such sample must be sent freight paid or delivered free. All samples (except those against accepted quotations) may be taken back by the supplier after 6 months of opening of tenders failing which the samples will become the property of the University of Health Sciences Rohtak and no claim thereafter will be considered. Loss of samples or damage or wear & tear or injury by testing/ exposure/experiment etc. shall be no ground for compensation due to the firm in any form.
7. The tenderers shall deposit earnest money in the form of call deposit receipt pledged to Vice-Chancellor.

The earnest money must accompany the tender form without which the offer will not be considered. The said amount will be regarded as forfeitable to University of Health Sciences Rohtak if the successful tenderer fail to supply the goods within the time fixed by the Vice-Chancellor.

8. The successful tenderers shall be required to deposit performance security of the contract in the form of Call Deposit Receipt pledged to the Vice-Chancellor.

- (i) Where the value of the supply order or the estimated value of rate contract is up to Rs.20, 000/- @5%
- (ii) Where the value of the supply order or the estimated value of the contract is above Rs.20, 000/- @2% of the amount of the order subject to minimum of Rs.1,000/- in the form of Deposit at call Receipt.

In case the security exceeds Rs.10,000/- additional amount (over and above Rs.10,000/- can also be deposited by the tenderers in the form of Bank Guarantee on any scheduled Bank valid for a period of 6 months or more from the date of expiry or the stipulated delivery period. The currency period of the Bank Guarantee shall be extendable, if so desired by the Vice-Chancellor. The earnest money shall be adjustable towards security.

- 9. The Vice-Chancellor will have the right to reject all or any of the quotation without assigning reasons.
- 10. No tender will be considered unless and until all the documents are properly signed.
- 11. The quotations will be regarded as constituting an offer or offers open to acceptance in whole or in part at the discretion of Vice-Chancellor.
- 12. In the event of tender being accepted the quotations will be converted into contract, which will be governed by the conditions in pages 3 to 10 read with these instructions.

Read and accepted.

Signature of the Tenderer.

I/we hereby quote to supply the goods and materials specified in the under written schedule in the manner in which and within the time specified as set forth in the supply order at the rates given in Schedule below. the conditions on page 3 to 10 will be binding upon me/us in the event of the acceptance of my/our tender.

I/we herewith enclose deposit receipt for a sum of Rs.....as security money and should I/we fail to execute an agreement embodying the said conditions and deposit security as laid down in the form within 10 days of the acceptance my/our tender. I/we hereby agree that the above sum of security money shall be forfeited by the Vice-Chancellor.

**SCHEDULE 'A' OF RATES**

1.	2	3		4	5	6.
Sr	General description No.	ISI Specification No.	Tender Rate	Unit	Packing	Name of actual manufacturer and country of manufacturer

**E.& O.E.**

All rates for deliver for.....

Date the.....Day of .....

Signature.....

Address.....

N.B : Please do not forget to fill in the all the above columns.

**SCHEDULE 'B'**  
**Conditions of Contract**

1. This contract is to last from.....To.....but in the event of any breach of the agreement at any time on the part of the contractor may be terminated summarily by the Vice-Chancellor, Pt. B.D. Sharma University of Health Sciences, Rohtak without compensation to the Contractor.

Any change in the constitution of the firm shall be notified forthwith by the contractor in writing to the Vice-Chancellor and such change shall not relieve any former member of the firm from any liability under the contract.

No new partner/partners shall be accepted in to the firm by the contractor in respect of this supply unless he/they agree to abide by all its items, conditions and deposit with the officer sanctioning the supply a written agreement to this effect. The contractor's receipt of acknowledgement or that of any partners subsequently accepted above shall bind of them and will be sufficient discharge for any of the purposes of the supply.

2. The contractor will supply nothing but genuine articles described in column 2 of schedule 'A' from time to time in such quantities as may be entered in the indents sent at the rates set forth in column 3 for schedule "A" for use in the institution.
3. The articles to be supplied under this order will be of the quality which is equal and answerable in every respect to the specifications given in the list accompanying the tender approved by Vice-Chancellor. The contractor shall be responsible for all complaints as regards the quality. In case of dispute regarding quality for articles, the decision of the Vice-Chancellor will be final and binding on the contractor. It will open to the Vice-Chancellor to send samples submitted by the tenderer/contractor to any laboratory for chemical analysis and the cost thereof will be borne by the tenderer/contractor.
4. The contractor will be responsible for damage or loss in transit and replace goods broken or lost within 14 days from the notice thereof.
5. Unless when specially ordered otherwise in the order accompanying the indent all goods must be despatched within 14 days for the receipt of indent by the contractor.
6. Condition as to time for performance whether laid down in the supply order or not shall be regarded as the essence of the contract.
7. The Vice-Chancellor or any other officer of person duly authorized in writing by the Vice-Chancellor shall have the power to inspect the stores, before during or after manufacture, collection, dispatch, transits or arrival & to reject the same of any part or portion, if he or they be not satisfied that the same is equal or according to the sample submitted by the contractor. The contractor shall not charge or be paid for supplied reject as above and claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractor within 14 days after notice has been issued to him so such rejection, and failing such removal rejected goods will be at contractor's risk and the University of Health Sciences Rohtak may charge the contract rent for the space occupied by such rejected goods.

8. Packing cases, containers, gunny packages etc. which may be used for purposes of packing etc. which are delivered with stores will not be returned or paid for unless specially stipulated and then also at contractor's expense.
9. (i) With every dispatch of goods or materials, under this contract invoices, in triplicate will be prepared by the contractor to be sent to the Vice-Chancellor & one copy will be returned by the store officer, with the quantities or number received duly noted thereon.  
(ii) Railway receipt will be forwarded to the consignee immediately after dispatch of store should any demurrage charges be incurred owing to delay on the part of the contractor forwarding the railway receipt, the amount of such charges will be deducted from their bill.  
(iii) The contractor shall dispatch material "Freight Paid" in all cases where the offer is F.O.R. destination.  
(iv) All dispatch by rail will be made at railway risk (except where rates quoted are F.O.R./destination) or as per instructions in the supply order. This is subject to the condition that the materials are securely packed by the suppliers in sound containers and the consignment is accepted by the carriers without any adverse remarks as to the packing or the condition of the containers. In case of any adverse remarks, the responsibility for the losses in transit will rest with the suppliers.

Subject to these conditions contractor will not be entitled to charge or be paid for supplies broken, lost or damaged in transit. The Vice-Chancellor, will be the authority to determine whether or not the breakage, loss or damage was caused through the contractor's negligence and the decision of the Vice-Chancellor, Pt. B.D. Sharma University of Health Sciences, Rohtak or some other officer acting on his behalf shall be final and conclusive against the contract. Such rejected supplies shall be removed by the contractor at his own expense.

- (v) If during the currency of the contract the specifications of any article or articles to be supplied there undergo change the contractor shall continue to comply with demands for the supply of the said articles in accordance with new specifications at rates to be mutually agreed to in writing at the time of such change. In default of such agreement, the contract in so far as it relates to the said articles or articles under respect of which no agreement has been arrived at, shall terminate but no such change shall affect the supply of any other articles under the contract or entitle the contractor to any compensation.

10. In the event of withdrawal or discontinuance of any article and consequent ceasing of or reduction in demand the contractor shall not be entitled to any compensation. The University of Health Sciences Rohtak will, however make all reasonable endeavours to give warning of any impending complete withdrawal or of any reduction seriously affecting quantities likely to be required under contract.
11. (a) The time and date of delivery of dispatch stipulated in a supply order shall be deemed to be the essence of the contract and should contractor fail to deliver or dispatch any consignment within the period prescribed for such delivery or dispatch stipulated in the supply order, the delayed consignment will be subject to 2% penalty per consignment per month recoverable on the value of stores supplied. In case of Non-supply by the contractor, recovery will be made from

his pending bills or amount of Earnest Money deposited with Vice-Chancellor Pt. B.D. Sharma University of Health Sciences, Rohtak. His security deposit will also be forfeited.

- (b) No recovery of penalty will be made if the indenting Officer accepts the delayed supplies by extending the delivery period up to 2 weeks by recording in writing that the exceptional circumstances were beyond the control of the supplier and there was no loss to Government.
- (c) Where the delay on the part of supplier is of more than 2 weeks the matter of extension of delivery period will be referred by the indenting Office to the Vice-Chancellor with a certificate that there are genuine reasons for delay on the part of supplier and that no loss will result to the University of Health Sciences Rohtak in case extension in delivery period is allowed. The case will be decided on merits by the Vice-Chancellor.
- (d) On the failure of the supplier to make supply with extended period or otherwise and the receipt of such information in the office of Vice-Chancellor Pt. B.D. Sharma University of Health Sciences, Rohtak risk purchase at the cost of suppliers will be made by the Vice-Chancellor within 6 months of the expiry of the stipulated delivery period by inviting short term quotations from other known suppliers. The difference of excess cost thus incurred will be recovered from the suppliers from his pending bills, Earnest Money or security which ever is available. The procedure will be adopted after serving registered notice to supply stores within 15 days.

12 The contractor acknowledges that he had made himself fully acquainted with all conditions and circumstances under which the supplies required the contract will have to be made or furnished and with all the terms, clauses, conditions, specifications and other details of the contract and the contractor shall not plead ignorance of any of those as excuse in case of complaint against or rejection of supplies tendered by him or with a view either asking for enhancement of any rates regarding the contract or for evading any of his obligations under the contract.

13 No payment will be made in advance for any supplies under this order.

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14 (i) The contractor shall not:

(a) Assign or sublet contract without written approval of the officer sanctioning the contract.

(b) Disclose details of the conditions governing this contract to unauthorized persons.

(ii) In the event of the contractor failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejection hereunder or failing, declining, neglecting/delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms respect of this contract or any other contract entered into by the contractor or any of his partner or representatives there of with the University of Health Sciences Rohtak directing, giving promising or otherwise to any person in the employment of the University of Health Sciences Rohtak in any way relating to such officers or person or persons office or employment or if the contractor or any of his partners become insolvent or apply for relief as insolvent debtor or commence any insolvency proceedings or make any composition with his/their creditors or attempts to do so then without prejudice to the University of Health Sciences Rohtak rights and remedies otherwise, the

University of Health Sciences Rohtak shall be entitled to terminate this contract forth with and to blacklist the contractor and purchase or procure or arrange from Government stocks or otherwise at the contractor's risks at the absolute discretion of the Vice-Chancellor as regards the manner, place or time of such purchases or such supplies have not been supplied or have been rejected under this agreement or are required subsequently by the University of Health Sciences Rohtak there under and in case where issues in replacement are made from Government's stock or supplies, the cost or value of such stocks or supplies together with all incidental charges or expenses, shall be recoverable from the contractor on demand and the contractor shall not be entitled to benefit from any profit which may thus accrue the Government/University of Health Sciences Rohtak.

The termination of this contract in whole or part under these conditions shall be affected by the acceptance, meanwhile or subsequently, or supplies accepted or made at any station whether in ignorance of the termination or otherwise.

15. If any question, difference or objection whatsoever shall arise, in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights: duties or liabilities of either party than save in so far as the decision of any such matter herein before provided for and has been so decided that every such matter including whether its decision has been otherwise provided for and or whether it has been finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as a result of such termination shall be referred for arbitration to any officer appointed by VICE-CHANCELLOR and his decision shall be final & binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred.
16. If the price of a contracted article is controlled by Government the payment will in no case be made at higher rate than the controlled rate.

In WITNESS THEREOF the parties have here upto set their hands on the dates indicated below.

1. (in the case of a Firm)

Signed by the above named firm of .....

through.....partner of the firm.....

Date.....Signature.....

2. (in the case of company)

The seal of the.....company, limited, was affixed by virtue of the resolution of the Board No.....Dated..... the.....day of.....2011.....

SEAL

Dated.....

Vice-Chancellor's  
Signature

Dated.....

Secretary's  
Signature

(In either case)  
In the presence of

(In either case)

Signature  
Address  
Description  
Signature  
Address  
Description

Signed by.....  
Signature of.....

Date.....

On behalf of the Governor of Haryana (India)

**ANNEXURE 'A'****CONDITIONS WITH TENDER FORM**

1. Trade discount should be quoted separately.
2. Offer with price variation clause will not be accepted.
3. Sales Tax, Inter State Tax or any other chargeable Excise Duty/Custom Duty must be specifically mentioned separately, otherwise offer will be considered inclusive of all such taxes.
4. Any tender which is not on the proper tender form and received late may not be considered.
5. No offer will be considered unless accompanied by prescribed earnest money, except in case of firms registered with the Director, Supplies and Disposal, Haryana.
6. The conditions of contract (Schedule 'B') attached to the tender form be returned duly signed along- with the Schedule 'A' and in case of non compliance the tender may be ignored.
7. Tender which are not strictly according to the specifications laid down in the Schedule 'A' will not be considered. Unless a deviation from the specification/Delivery period given in Schedule 'A' is pointed out by the tenders specifically. It will be presumed that offer confirms to the specifications/delivery period as laid down in the Schedule 'A'
8. (a) Tender must be supported by a sample where asked for, failing which it will not be considered.  
(b) The tender should clearly state that the sample submitted confirms to the specification laid down in the Schedule 'A' failing which tender will not be considered.  
(c) In case the date of opening falls on Holiday, Gazetted or subsequently declared the tender will be opened on the next working day following the close day.
9. 90% payment can be made through bank against R/R supported with satisfactory inspection note and balance within 30 days of receipt of stores provided the stores are booked at railway risk. The bank commission shall be borne by the contractor.
10. Prices should be for supply of the material in safe conditions F.O.R. destination failing which offer may be ignored.
11. The Vice-Chancellor Pt. B.D. Sharma University of Health Sciences, Rohtak does not bind himself to accept the lowest tender and reserves to himself the right to reject any or all tenders without assigning any reasons.
12. All disputes will be settled within the Jurisdiction of the Head Quarters of Pt. B.D. Sharma University of Health Sciences, Rohtak
13. The quotations will be regarded as constituting an offers open to acceptance on whole or in parts or parts till the date as indicated in the Schedule 'A'
14. The offers should be typed or written in Ink. Offers in the pencil may be ignored.
15. The firm registered under quality marking Scheme in Haryana State should furnish attested copies of their registration certificate for the tendered goods in supports of their registration for such goods.
16. Preference would be given to the Haryana Quality Marked goods and goods certified under ISI certification Marking Scheme.
17. The samples/test report wherever required shall be submitted by the date and time fixed for the receipt of the tender, samples received after fixed time and date may be ignored. This condition will also be applicable to outside tenderers.

18. The registration certificates of which attested copies are attached with quotations should be certified by the tenderers to be valid on the day of opening of tenders.
19. An under taking should also be given by the tenderers to the effect that if validity of the registrations certificate expired after the day by opening of the tenders due to closing of the factories or some other factors, they shall report the fact to this office immediately.
20. In case where the tenderers offers machinery and equipment for which licence is required under the industries (Development and Regulation) Act. 1957, it would be certified by him that he is in possession of such valid licence on the date of opeing of the tenders under the aforesaid Act, for the manufacturer of machinery and equipment so offered if he is a manufacturer. If he is not a manufacturer, it should be certified that he is an authorized representatives of licenced manufacture quoting the name and address of such Licence holder and the licence number.
21. The tenderer will give complete addresses of its sister concerns along with name of partners with their complete address (es) and extent of share.
22. It should also be ensured that the tender/quotations has been singed by an authorized person. His name, designation and address should be given in capital letters.
23. Offers are to be submitted in duplicate along with only tender form. Offers not received in duplicate may be ignored. The duplicate copy of the offer should be carbon copy of original tender and it must telly in all respects with the original.

#### **IMPORTANT INSTRUCTIONS OF TENDER NOTICE**

1. Please quote the name of the manufacturer and also mention. Trade/Brand name of your products.
2. Please quote your rates only if you are manufacturer/authorized distributor/dealer of item to be quoted by you.
3. Certificate from original manufacturer to this effect may be attached that the “Rates charged by you are not higher than the rates being charged from any other Government/Semi Government/Autonomous bodies DGS&D, New Delhi.”
4. Tenders received late will not be considered.

5. Rates quoted should be F.O.R. U.H.S. Rohtak.
6. Earnest money of each group is Rs.40,000/- in the shape of Call Deposit Receipt/FDR with validity of minimum one year drawn on any Scheduled Bank/Nationalized Bank duly pledged in favour of Vice-Chancellor, Pt. B.D. Sharma University of Health Sciences, Rohtak (Demand Draft and Banker's Cheque will not be accepted).
7. Tenders not accompanied with requisite earnest money/tender fee will be rejected.
8. Earnest money already deposited against any previous tender will not be considered.
9. Quantity can be increased/decreased.
10. All cutting/over-writing in the tender should be attested by the tender with his signature.
11. Literature/Catalogue for all the quoted items/equipments should be attached with the tender.
12. Properly sealed samples should be submitted to the Store Officer, University of Health Sciences, Rohtak against proper receipt. The tenders without required samples will be ignored.
13. The successful tenderes shall be required to deposit security @5% of the value of goods in the form of call deposit Receipt pledged in favour of Vice-Chancellor, Pt. B.D. Sharma University of Health Sciences, Rohtak. In case the security exceeds Rs.10,000/- then the additional amount over and above Rs.10,000/- can also be deposited by the tendered in the form of Bank Guarantee on any Scheduled Bank valid for a period of one year or more from the date of expiry of the stipulated period.
14. Cost of installation and commissioning charges, if any, may be mentioned. The firm should also mentioned whether any infrastructural facilities are required for installation of their equipment e.g. Water, 3 phase electricity, AC or any P.W.D. work etc.
15. The firm should give year wise rates of Annual Maintenance Contract for equipments costing more than Rs.10,000/- and should agree to provide such maintenance for ten year after expiry of Guarantee period.
16. The firm should give rates of spares/consumable which are likely to be used during next ten years.
17. The firm should submit a latest authority letter from the original manufacturer of equipment. Authority letter order than one year will not be considered.
18. For Medical equipment the firm should submit a list of user organizations and should submit a certificate of satisfactory performance and after sales service from such organizations.
19. Delivery period: Tenderers should quote earliest delivery period but not; exceeding 8-12 weeks. If delivery period is given more than 8-12 weeks than rates can be ignored.
20. For imported equipments the firm should also quote rates in Indian Rupees and should agree to take payment after receipt and satisfactory installation of machine. None manufacturing in India (NMI certificate) and Custom Duty Exemption Certificate (CDEC) will be provided by this Institution. Rates quoted should be F.O.R, U.H.S, Rohtak and custom clearance will be got done by the firm.
21. Conditional tenders will not be accepted and rates quoted should valid upto 180 days from the date of opening of Tender. Withdrawal of rate, amendments/modifications during the validity period of rates shall be considered as unbusiness like behaviour which will result in forfeiture of earnest money and/or penal actions such debarring of firm for further business.

Note: If these conditions are not fulfilled their/your tender is likely to be ignored.

**Sd/-  
VICE CHANCELLOR**

**PT. B.D.SHARMA UNIVERSITY OF HEALTH SCIENCES ROHTAK**  
**LOCAL TENDER NOTICE NO.1/2011-12**

Sealed Tenders are invited for the supply of Drugs/Medicine/Surgical/Consumable items to PGIMS Rohtak on day to day basis. The Tenderers may quote their offer, alongwith fee of Rs.1,000/- in shape of Demand Draft, after downloading from Website, drawn in favour of the Controller of Finance, Pt.B.D.Sharma University of Health Sciences Rohtak. **The last date of submission of Tenders complete in all respects is 27.01.2012 upto 2.00 PM to be opened on 27.01.2012 at 3.00 PM.**

**IMPORTANT:**

1. Tender should be put in a sealed envelop. On each envelop “TENDER AGAINST LOCAL TENDER NOTICE NO.1/2011-2012, Due & Opened 27.01.2012” should be written in capital letters. **‘TECHNICAL BID’ and ‘FINANCIAL BID’ MUST BE SEALED SEPARATELY IN TWO SEPARATE ENVELOPS (marked as Technical Bid and Financial Bid in bold letters. These two envelops may be put in another bigger envelop and duly sealed) —LOCAL TENDER DUE ON 27.01.2012, duly page-marked alongwith Check-list.**
2. Every tenderer will have to furnish a Certificate to the effect that their firm has not been debarred by any Central/State Govt./University for business, at the time of submission of Tender Form. In case, at a later stage, if the tenderer found debarred, the tender against this Notice will be rejected.
3. Any Tender not accompanied with the processing fee of Rs.1,000/- shall be straightway rejected and no correspondence in this regard shall be entertained.
4. In case of any difficulty, contact Dr.Vijay Shanker, Professor I/c Purchase.

## **INSTRUCTIONS:**

Sealed quotations in two bid system are invited from retail chemists for registering in a panel for the supply of Drugs and Surgical items to PGIMS on day to day basis. The quotations should be submitted into two bid system i.e. Technical bid & Financial Bid in two separate envelopes. On the top of the envelopes it should be clearly indicated whether it is a “Financial Bid” or Technical Bid” as applicable. All documents which are asked for in the terms and conditions given below except the price/discount offered should be submitted in the envelop marked as “Technical Bid”. The financial Bid envelope should have two distinct and separate envelopes superscribed (i) For “medicine items”; (ii) for consumables/surgical items”. The envelop containing financial bids for medicines should mention the maximum discount offered on MRP, across board for all medicines, imported or otherwise. The maximum discount offered on MRP for all “surgical/ consumables items” should be separately quoted across the board. VAT if applicable will be paid on the discounted rates of drugs/surgical items. It is further clarified that bidders should quote uniform discount on maximum retail price in terms of percentage in respect of all drug/surgical/consumables items for supplies to be made under agreement. PGIMS, will pay net price i.e. maximum retail price of the medicine/surgical/consumables items minus the discount agreed upon + VAT and /or any other statutory tax/levies(if any) on discounted prices. The quoted offer shall remain valid one year duration. However, the period can be extended by the competent authority of UHS/PGIMS. In case of proprietary drugs etc. or surgical items which are available only with the manufacturing company or imported by sole agent and are not freely available in the market these items should be supplied alongwith proof of purchase from the sole agent/authorized dealer. The purchaser does not pledge himself to accept the lowest or any Bid and reserve to himself the right of accepting the whole or any part of the bid and the bidder shall supply the same at the quoted rates. The Bidder is required to bid for whole or any part/portion of consumables/surgical or medical items or all categories.)

The following are other terms and conditions of the tender.

1. The firm will be asked to supply the requisite Drugs/Medicines/Surgical/consumables items at any time of the day/night as required. The firm has to supply the required item within half an hour in case of urgent requirements in the interest of patient care. 24 hours services have to be provided on all seven days a week.
2. Eligibility criteria of the Bidder/supplier shall be as follows.
  - (a) Minimum 3 years in the retail business (medicines and surgical/consumable items).
  - (b) Location of the chemist shop within radius of 2 km of PGIMS, Hospital).
  - (c) Availability of medical and surgical/consumable items on the counter, (95%) on site visit by committee.
  - (d) Supplier should not have been blacklisted by Govt/public sector authorities.
  - (e) Financial position and annual Business turn over minimum 75 lakh rupees per annum during last 3 yrs or 90 lacs rupees per annum in the last 2 yrs.

- 3 (i) The discount offered shall be uniformly applicable to all the items i.e. branded & generic drugs which are readily available in the market.
  - ii) For items which are imported and not readily available, firm will not be required to give discount but will have to produce proof of purchase and rate charged by sole agent/authorized dealer of the item. However, if firm fails to supply the items, then penalty of Rs.1000/- per item in each instance will be levied.
4. Bids(Technical & Financial) should be submitted explicitly as mentioned in the tender. Combined bids, or incomplete bids will not be considered and shall be summarily rejected.
5. The firm has to submit the bills on fortnightly basis and payment will be made against the complete and proper submission of bills along with all required documents.
6. The supply will be accompanied with Challan in triplicate.
7. i) Percentage of supply:- The selected firm will have to supply at least 95% of all the items required by the hospital/institute.
  - ii) Brand:- The firm shall supply the brand as per requirement. However, if the same brand cannot be supplied, then substitute should be from reputed firm with explicit prior concurrence of competent authority.
  - iii) Quantity of items: The firm will have to supply the full quantity as per requirement for all the items. In case the firm provided short or substituted supplies without concurrence, these will be considered as “non supply” and a lump-sum penalty @ Rs.500/- per item except in case of imported/not readily available items whereas firm is not required to give discount & in case of non supply of these items, penalty is Rs.1000 per item in each instance will be imposed. The penalty will be calculated on the basis of “non-supplied” items below the stipulated 95% limit on a fortnightly basis and will be imposed as per the billing cycle.
8. Fresh Earnest Money of Rs.40,000 has to be deposited in the form of Call Deposit receipt in favour of Controller of Finance UHS Rohtak. The EMD submitted against earlier tender will not be considered. Without EMD the quotation will be summarily rejected. The selected firm will have to submit Performance Bank Guarantee for Rs.2.00 lac from any Nationalized Bank valid for one year as security in the name of Controller of Finance UHS, Rohtak.
9. The firm has to provided VAT Registration & latest Sales Tax Clearance Certificate alongwith quotation. In case it is not provided, the quotation will be summarily rejected.
10. The firm has to provide the copy of the valid retail drug license issued by the State Drug Authority and partnership deed of the firm if any. In case this is not provided, the quotation will be summarily rejected.
11. The firm have to provide an affidavit that their firm has not been blacklisted by any Govt. Organization and no CBI/Vigilance case is pending against them. In case this affidavit is not provided, the offer may be summarily rejected.
12. The firm has to provide a certificate stating their experience in retail business.
13. The selected firm(s) will have to sign a contract to supply the drugs/surgical items for one year as per terms of the tender from the date of acceptance. The services will be reviewed periodically and may be extended for another six month to one year subject to satisfactory performance. In case of unsatisfactory supplies at any time, contract is liable to be cancelled without serving any notice and security will be forfeited and the firm will be banned to participate in the tender for further 2 yrs. This Contract will be applicable for urgent purchases for A&E department and other emergency services and facilities provided by PGIMS including Rastriya Arogya Nidhi, RSBY and other funding agencies. However hospital reserves the right to purchase required items from other sources in case the same item is available at competitive prices.
14. Director, PGIMS, Rohtak or his representative can accept/reject any quotation without assigning any reason. No correspondence in this regard will be entertained.
15. Declaration has to be filled by the firm in the format attached alongwith as Annexure ‘A’.

**Professor I/c Purchase**

**DECLARATION****(to be filled by the firm)**

1	Location of the firm near PGIMS & Distance in Kilometers:	
2	Name of the proprietors and number of qualified pharmacists employed full time.	
3	24 Hours Service Facility: (Yes/No.) (If yes, please enclose relevant Certificate from Drug Control Department)	
4	Years in Business:	
5	Experience in Retail business:	
6	Turnover in last three years (supported by IT Returns):	
7	Authorized Agency of any pharmaceutical firm if any (supported by documents):	
8	Whether broad range of all drugs and surgical/consumables items are available or not.	

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

**Signature with Seal  
of the Proprietor of the firm**