

SIR GANGA RAM HOSPITAL

RAJINDER NAGAR, NEW DELHI – 110060

OPEN TENDER FOR SUPPLY OF DRUGS & ALLIED ITEMS : 2018 – 2020

“TENDER FOR SUPPLY OF GROUP – 1: MEDICAL STORES”

Department of Purchase (Pharmacy) –28 July 2017



Prepared by	Sr.Manager Purchase & Jt. MS
Reviewed by	1- Financial Controller 2- Director Administration 3- Dr Vijay Arora (B.O.M.- Member Drug Committee)
Approved by	Chairman Board of Management

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OPEN TENDER FOR SUPPLY OF DRUGS & ALLIED ITEMS –2018-2020

1. TENDER FOR SUPPLY OF GROUP – 1: MEDICAL STORES - OVERVIEW

Sealed Tenders Are Invited In Two Bid System (Pre-Qualification Bid and Price Bid) For Supply of Group I: Medical Stores (Drugs & Allied Items) from Approved Licensed Manufacturers or Marketing Firms/ Companies. Authorized Distributors/ Stockist May also Apply for Imported Items only. The details of procedures are defined in General Terms & conditions appended herein.

Tender documents are available on our website “ www.sgrh.com/tender”

TENDER must be submitted on the prescribed software only, which is formatted with the tender documents and strictly NON-TRANSFERABLE, the sale of which is restricted to manufacturers / marketing firms / Companies only, but in case of imported items for which there is no manufacturer available in India, authorized Distributor /Stockist of such firms can participate in Tender.

Cost of Tender (Non Refundable)	-----	Rs. 7,000/-
EMD (Refundable) amount to participate in price Bid	-----	Rs. 3,00,000/-

To be paid in favour of SIR GANGA RAM HOSPITAL by Demand Draft / Pay Order payable at NEW DELHI, mentioning the name of Tenderer overleaf.

Bid Start Date / Time	-----	28 July 2017 at 10:00AM
Last Date for Receipt of Bids / Time	-----	28 August 2017 at 5:00 PM
Opening of Tender	-----	30 August 2017



The undersigned reserves the right to accept / reject a part / whole of tender without assigning any reason.

2. GENERAL TERMS & CONDITIONS

- 1) Principal companies / manufacturers and importers having quality / safety certification of Indian / international standards FDA (USA), CEE (Europe), GMP - WHO, DGQA (India) shall be considered for eligibility. However, decision of the **Director Administration** regarding acceptance or rejection of any or all bid(s) shall be final and binding on the bidders
- 2) Tender documents are strictly non-transferable.
- 3) Should not be under conviction for manufacturing/supplying sub-standard drugs or on any other grounds under Drugs & Cosmetics Act or rules framed there under. The firm / company / corporation and any of its Directors / Proprietor / Partner / authorized signatories should not be convicted / or a criminal case filed against or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of any govt. /Private institution, hospital fund or for any criminal conspiracy in the said matters. This shall be applicable to the bidder as well as to the manufacturer, if the bidder is authorized importer.

- 4) Should not be currently blacklisted, debarred or deregistered for forgery, misrepresentation or supplying “not of standard quality” product(s) for which the bid is being submitted, by any govt. /autonomous body/ institution, hospital in India. This shall be applicable to the bidder as well as to the manufacturer, if the bidder is authorized importer.
- 5) All pages of the bid documents including all enclosures should be numbered and document must be duly filled in, signed and stamped by the bidder or his authorized representative. Offers received without signature and seal on all pages are liable to be rejected.
- 6) All the relevant confirmatory / corroborative/supportive documents/certificates etc referred to in the eligibility and technical bids by the Bidder should be submitted, Non-submission of these supporting documents / certificates etc. by the Bidder shall make the bids liable to be rejected by the Sir Ganga Ram Hospital.
- 7) The bidder shall furnish a list of organization(s) where such products, has/have been supplied during the last two years by the concerned manufacturer/distributor/firm. The firm should provide **performance certificate from at least two reputed organizations / Hospitals** in respect thereof. Sir Ganga Ram Hospital may require, at its discretion, such purchase orders or other documentary evidence as the Director Administration may deem fit and bidder will substantiate with documents as may be required.
- 8) The authorized suppliers must ensure the ready stock of all the approved items to cater to the immediate needs of the hospital on all days / all times.
- 9) The Principal Company shall give the batch report of its supplies in SGRH as and when asked for, within **five (05) days** of receipt of such requests.
- 10) Please check regularly for any corrigendum to the “General Terms and conditions”

3. PROCEDURES OF FILLING THE TENDER FORM

- 1) **Each bidder must unconditionally accept all the terms and Conditions stipulated in the downloaded Tender document.**
- 2) Tender documents are available on our website www.sgrh.com/tender
- 3) The guidelines of Tender Software, how to use (help file) is available on the website. In case of any clarification, the Tenderers /bidders are advised to contact on under mentioned phone nos.:-

General Query: **011- 42252833**
011- 42252828

- 4) The bidder has to submit the Tender document well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 5) The acceptance of Tender remains with Director Administration, Sir Ganga Ram Hospital, who reserves the right to accept / reject a part / whole or all Tenders without assigning any reason. It is also not necessary that lowest of the Tenders be accepted. No inquiry in this regard shall be entertained.

4. TWO BID SYSTEM

CHECK LIST FOR TERMS & CONDITIONS - PART I – PRE-QUALIFICATION BID	
Forms / Enclosure	Yes / No
a. Name of the firm & address:	
b. Constitution of firm whether proprietorship/ partnership / Corporate: (Clearly indicating the name of partners along with a copy of partnership deed, Certificate of Registration, Memorandum of Association in case Body of Corporate. Documents / pages covering the below mentioned information are sufficient: <ul style="list-style-type: none"> - Certificate of Incorporation - Main Objectives - Authorized and Paid Capital - Details of the Directors - Signatories of MoA - Minimum Turnover Certificate Certified by CA - Main Sheets of Balance Sheet - Profit & Loss Statement for the last 2 years 2015-16 and 2016-17 - Cash Flow Statement, if any 	
c. Quality assurance certificate - Principal companies / manufacturers and importers having minimum one quality / safety certification of Indian / international standards such as FDA (USA), CEE (Europe), GMP-WHO and DGQA (India).	
d. Drug Authorities Registration / License	
e. Market Standing Certificate for last two years: Manufacturing and Marketing Certificate issued by FDA / Licensing Authority for Firm / Products.	
f. Performance report/ list of organizations where material supplied to various hospitals during last two years.	
g. Minimum Average turnover: (Rs. 500 Lacs) during the past two financial years. Turnover of the Bidder. Furnish attested copies of Balance Sheet/Profit & Loss account of the firm issued by Banker/ Chartered Accountant, for the preceding one financial year. (Rs. In Lacs)	
h. Solvency Certificate from the banker: (Less than one month old on the end date of the Tender).	
i. Copy of Income Tax Return Filed Acknowledgements (for last two years).	
j. Copy of PAN Card of Company / Proprietors / Firms.	
k. Copy of GST Registration Certificate and VAT Return for 2016-17.	
l. Names & Addresses of the Bankers of the Bidder	
m. The bidder/supplier shall furnish an affidavit on non-judicial stamp paper of Rs.100/- duly notarized which should be submitted along with the Tender that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been disqualified/blacklisted in the past by any Govt. or Private Organization (specimen enclosed).	
n. Acceptance-cum-Acknowledgement of the terms & conditions.	
o. All the above mentioned documents must be self attested and stamped on each page.	

CHECK LIST FOR TERMS & CONDITIONS - PART II – PRICE BID	
Forms / Enclosure	Yes / No
a. Name of the firm & address	
b. Cost of the Tender Rs 7,000/- (Seven Thousand Only)	
If enclosed: DD No. _____, Date _____, Amount _____	
c. EMD paid Rs.300,000/- (Three Lacs Only)	
If EMD enclosed: DD No. _____, Date _____, Amount _____	
d. Authority letter from manufacturer/Principal Company for all divisions for which the firm quoted	
e. Affidavit on non-judicial stamp paper of Rs.100/- regarding lowest rates, bonus / schemes as per Performa duly notarized.	

a. PART II – PRICE BID

1. Genuine products should only be quoted and supplied.
2. If the Tender goods require a license from Central/State Government or any other authorized/statutory body/agency for its procurement or import, it shall entirely be the responsibility of the bidder to apply and arrange for the same.
3. The bidder shall clarify/state explicitly whether he/they are manufacturer(s), accredited agent or sole representative indicating principal's name and address and a latest letter of authorization from the principal company /manufacturer to be attached to clarify/state explicitly.

b. BID SECURITY (EMD) FOR PRICE BID (PART 2):

1. Completed Tender must be submitted along with Demand Draft/Pay Order for Rs.3, 00,000/- (Rs. Three Lac only) as Earnest Money (EMD) / Security Deposit (Interest Free).
2. Demand Draft / Pay order should be drawn in favor of "Sir Ganga Ram Hospital", payable at New Delhi. No cheques / Money Orders will be accepted.
3. Demand Draft / pay order must be in separate envelope duly marked on top "Earnest Money". Name of the firm, address, Phone no and Email Id must be mentioned on backside of the draft.
4. The request for adjustment of security money/EMD if any held with the Hospital on account of previous/past Tenders of any group of stores will not be considered. Tender applications with fresh EMDs and other requirements will be entertained. However, previous EMDs, if any, held with Hospital shall be refunded separately on successful completion of the related Tender.
5. The Earnest Money Deposit (EMD) of the successful Tenderers will be kept as Security Deposit, which will be refunded only after successful completion of the contract and after obtaining No Dues certificate from Stores / Receiving / Purchase. No interest is payable / accruable on EMD / Security Deposit.
6. The EMD of unsuccessful bidders will be refunded after 180 days from the date of opening of the Tenders. No interest shall be paid in this regard.

c. BIDDERS ARE REQUESTED TO GIVE THEIR BEST QUOTES.

1. Price bid is to be submitted both in hard copy and in CD.
2. Prices are to be quoted only in Indian Rupees. Price shall be quoted on F.O.R and inclusive of all applicable taxes except GST which shall be quoted extra in relevant column. Total Price i.e. price plus

applicable GST should not exceed MRP or price notified by NPPA. In case of liquids/syrup etc. different sizes, packs may kindly be clarified.

3. The bidder should quote the rates & MRPs inclusive of all levies including those for packing, forwarding, insurance, freight and any other incidental charges on FOR basis up to the hospital premises except GST which should be mentioned separately. The hospital will not consider any other charges over and above the quoted rates.
4. The Institute will not own the responsibility of
 - (a) Issuance of road permit or concessional forms;
 - (b) Clearance of consignment from road, rail, air transport, etc.
5. GST, if extra, where legally viable and intended to be claimed, should be distinctly shown separately and would be payable separately only on submission of GST Invoice as per GST prescribed format mentioning GST No, HSN Code and SGST / CGST / IGST / UGST. Wherever this is not done, no claim of GST will be admitted at any later stage on any ground. Firms are requested to quote their rates accordingly.
6. MRP of each item should be mentioned/ listed along with prices quoted for SGRH in the Price Bid. In case of imported items where MRP is not indicated, the Bidder will have to furnish rate list, in original, of the Principal firm/ Manufacturers
7. The quoted price should be up to two (2) decimal points (i.e. .00). The quoted items, the price of which is regulated by NPPA, should be as per the approved rate by the NPPA.

8. DECLARATION BY THE COMPANY

- a. It is certified that the rate quoted by me / us are not higher than the M.R.P/ Prevailing market rate. If it is found false, the firm may be penalized or blacklisted
 - b. I/We hereby certify that rates offered by us in the bid are within the price ceiling fixed by National Pharmaceuticals Pricing Authority, Ministry of Chemical & Fertilizers. I/We further undertake that in case there is any down-ward/ upward revision by the NPPA, same will be passed on to the Director Administration from the effective date during the period of the contract and in case of failure to do so I/we shall be liable to be debarred from future SGRH Tender Enquiry for a further period of two years along-with other appropriate action. Total Price i.e. price plus applicable GST should not exceed M.R.P. Or Price notified by N.P.P.A.
 - c. **THE RATES QUOTED FOR STORES PROPOSED TO BE SUPPLIED DURING THE VALIDITY OF TENDER SHALL IN NO EVENT EXCEED THE LOWEST PRICE AT WHICH THE FIRM SELLS/PROPOSES TO SELL THE STORES/ITEMS OF IDENTICAL NATURE / DESCRIPTION / SPECIFICATION TO OTHER PERSON / ORGANIZATION / HOSPITAL / INSTITUTIONS DURING THE VALIDITY OF ACCEPTANCE/APPROVAL OF THE CONTRACT. IF AT ANY TIME DURING THE SAID PERIOD, THE FIRM REDUCES THE SALE PRICE LOWER THAN THE QUOTED PRICE, SHALL FORTHWITH NOTIFY ACCORDINGLY TO DIRECTOR ADMINISTRATION, SGRH AND THE PRICE PAYABLE FOR THE STORES SUPPLIED AFTER THE DATE OF COMING INTO FORCE OF SUCH REDUCTION OR SALE SHALL STAND CORRESPONDINGLY REDUCED. THE BENEFIT OF ALL FREE SCHEMES /BONUS SCHEMES MUST BE OFFERED TO SGRH BEFORE THE SCHEMES ARE FLOATED / INTRODUCED, IN ORDER TO AVAIL THE BENEFITS ON TIME. THE BIDDER SHOULD ATTACH AN AFFIDAVIT TO THIS EFFECT (PERFORMA / SPECIMEN ATTACHED).**
9. In case of any default & failure of the firm to inform such reduction, if, applied elsewhere by the firm and brought to the notice of the Sir Ganga Ram Hospital by any of the reliable source, if substantiated by evidence will amount to breach of contract and in such event the contract will be cancelled and shall also lead to forfeiture of security money and any payment outstanding in credit of the vendor. The firm shall also be liable to pay the difference on account of reduction in value immediately on demand besides discretion of black listing the firm.

10. In case of any attempt for cartelization by bidders with a view to hike up the prices, all bids will be summarily rejected and the bidders are likely to be blacklisted as well.

5. SPECIAL INSTRUCTIONS

1. **Any action on the part of the bidder to influence authorities in Sir Ganga Ram Hospital will be taken as an offence. The firm will not be allowed to participate in any of the future Tenders, blacklisted and shall be removed without any further consideration.**
2. The products offered wherever applicable should comply with all the provisions of the new GST Rules and Drugs and Cosmetic Act and Rules framed there under with regard to quality, price, strength, potency, standard or any other condition and non-adherence will make the Tenderer / bidder liable for the same. In case of inferior/substandard supplies and deterioration during the prescribed life of item, action/penalties as per provisions contained in Drug rules will be imposed on the Tenderer, who will bear the same without any reservation
3. The Tenderer should give a guarantee for a particular item/stores/biological and other products (having specific life period) to safeguard against the losses on account of deterioration with their stated period of potency. "The contractor/seller hereby declares that the goods/stores/article sold to the buyer under this contract shall be strictly in accordance with the specifications and particulars contained / mentioned in the description clauses hereby. If the said goods/stores/articles are discovered even at a later date not conforming to the description and quality or deteriorate during the prescribed life of item (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser (Hospital) will be entitled to reject the said goods/stores/articles or such portion thereof as may be discovered not conforming to the said description and quality. This will be deemed as violation of the terms of Tender and purchase order and the Hospital shall have the right to terminate the contract without any further notice and forfeit the Security. Further, the Hospital may procure the goods from the market at the risk and cost of Tenderer".
4. Quotation may be offered by the generic name/formulation/proprietary name but in saleable/strip pack duly contained with MRPs and other requirements as per Drug Act. The goods and inward/outward packing wherever feasible should be stamped as SGRH supply without violating the provisions, if any, in the Drugs and Cosmetic Act and Rules framed there under

6. RATE CONTRACT (RC)

- 1) The Hospital shall enter into Rate Contract for supply of Drugs and Medicines, with successful Bidder(s) for a period of TWO YEARS from the date of award.
- 2) The Institute, at its discretion, reserves the right to enter into Rate Contract with one or more bidders in respect of any or all items i.e. Drugs & Medicines for which bids have been invited.
- 3) The bidder shall be required to obtain continuous feedback from the Hospital about the slow moving / non moving products and status of expiry and arrange for taking the stocks back and provide the credit note of an equal amount, as per directions of the Department and within prescribed period but in all cases three months before the expiry date.

7. FALL CLAUSE

- a) If at any time the Bidder/Supplier reduces the sale price to sell the Drugs and Medicines covered under this Tender enquiry, to any organization (any hospital / Departments) at a price lower than the price quoted under this contract, he shall forthwith pass on such reduction to the purchaser and the price payable under this Tender for the Drugs and Medicines being supplied after the date of coming into force of such reduction, the price of Drugs and Medicines shall stand correspondingly reduced.
- b) An act contrary to this may lead to cancellation of the contract for that item along with recovery of the excess amount paid over the price it had contracted to supply to any other agency detailed as above and the supplier may get debarred from participating in the consecutive tender.

c) If at any time during the execution of the contract, the controlled price becomes lower, the supplier shall reduce the price to that which shall not be higher than that of the controlled price.

d) The purchaser may terminate the Contract, by not less than thirty (30) days' written notice of termination to the Bidder/ Supplier, to be given after the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause and sixty (60) days' in the case of the event referred to in (e) below :--

- a) if the Bidder/ Supplier does not remedy a failure in the performance of their obligations under the Contract, within ten (10) days after being notified or within any further period as the Purchaser may have subsequently approved in writing.
- b) If the Bidder/ Supplier becomes insolvent or bankrupt.
- c) if as a result of Force Majeure, the Bidder/ Supplier is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- d) If the Bidder/ Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing or in executing the Contract.

For the purpose of this clause:

- i. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a official in the selection process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Purchaser.
- e) If the Purchaser, at its sole discretion, decides to terminate this Contract.

8. RATE REVISION

- 1) The rates quoted will remain firm during the contract period and no escalation on any account whatsoever will be entertained except on account of statutory levies, which will be considered by the Competent Authority of the hospital at its sole discretion on production of such documentary evidence as may be desired. However, in case of downward revision in MRPs, the rates shall be reduced by maintaining the percentage of margin as initially approved. The firm shall also be liable to give advance intimation for any change downward / upward in the MRPs prior to making any supply. In exceptional cases, the sole discretion of considering the rate revision shall remain with Chairman, Board of Management SGRH.
- 2) In case any discrepancy arose in the Bill due to miscalculation etc., the Bidder shall be liable to pay back the excess amount on this account, even after completion of the Contract period.
- 3) Sir Ganga Ram Hospital has the full and exclusive discretion to cancel the Purchase order at any time without assigning any reasons.

9. VALIDITY OF THE TENDER

- 1) The tentative period of commencement of contract is expected from 2018 to 2020. However, the exact dates may vary depending upon the needs of the Hospital and processing time required in this regard. Approval can be preponed / postponed depending upon the actual position and shall have to be accepted by the Tenderers.
- 2) The Tender/contract so entered, if deemed necessary can be extended beyond its expiry up to six months, unilaterally, by the Hospital on the existing terms & conditions and thereafter another six months with mutual consent.

10. DELIVERY OF MATERIALS

1) Receipts of materials:-

- i. The supply/delivery of goods will have to be made on FOR basis up to Receiving Dept. / Stores in the Hospital premises in perfect and sound condition.

- ii. The SGRH shall have rights to make any alterations, omissions, additions or substitutions in the original specifications that may appear necessary or advisable during the course of supply of the materials and Tenderer shall be bound to supply the materials in accordance with such instructions in writing by Director Administration or any other officer authorized by him/her and such alterations, omissions, additions or altered substitutions shall not in any way effect or invalidate the contract.
 - iii. It will be responsibility of the firms, suppliers to ensure that the MRP, Batch no., Date of expiry are clearly & correctly reflected in the bills, whenever the supplies are made. Any variations found in the supplies as compared to the documents, the supplies are liable to be rejected in full or part at the cost and risk of the supplier. In case, there are frequent deviations in supplies of any supplier, the hospital reserve the right to cancel all the pending orders, forfeiting the security deposit in addition to such other action as may be decided by the Management.
- 2) **Timely delivery:** - The delivery at stores must be completed within the stipulated delivery period mentioned on the purchase order. In the case of Delayed supplies a penalty of 5% of shall be imposed.
- 3) **Shelf Life of Drugs and Medicines :-**
- The Bidder shall give the medicines with long expiry and as per the storage conditions laid down in the Drugs & Cosmetic Act.
- 4) **PACKING:**
1. Tendering firms must mention/quote for the packing if specified against item asked for in the Tendering.
 2. Loose supplies/damaged packing/tempered or damaged labeled supplies shall not be accepted under any circumstances.
 3. Supplies to be made in proper boxes.
 4. Liquid orals to be supplied only in glass bottles / plastic bottles conforming to IP / Drugs & Cosmetics Act.
 5. It should be ensured that only first use packaging material, of uniform size including Bottles and vials is used for making supplies.
 6. All primary packing containers should be strictly conforming to the specification included in the relevant Pharmacopoeia.
 7. Packing should be able to prevent damage or deterioration during transit.
 8. All Material whose storage conditions require 2 to 8°C should be delivered with coolant with ice boxes.
 9. All temperature sensitive material should be supplied as per the storage conditions.

11. REJECTION OF THE MATERIAL

- 1 Material conforming to the specifications as per Tender should only be supplied. Any material not conforming to the specifications and other terms & conditions would be rejected by the SGRH at its sole discretion .The decision of the SGRH shall be final and binding on the bidder.
- 2 Any material rejected by SGRH for any reason must be removed from SGRH premises within **seven working days** on receipt of verbal/written information from the hospital, otherwise SGRH would be at its liberty to dispose off in any manner without any further recourse to the supplier .Any expenses in this regard shall be borne by the supplier. No payment shall be made for rejected items.
- 3 Loses, if any, due to deterioration of product during its life will have to be made good by the firm/supplier as per the directions of Director Administration, Sir Ganga Ram Hospital. In case of any loss or damage is suffered by the Hospital due to any act of commission or omission on the part of the Tender, then the Tenderer will be liable to make good the same and will pay the same immediately on demand by the Hospital including and not limiting to any legal cost, penalties, interest etc. as may be levied by any compliance authorities.

12. PENALTY CLAUSE

1. The bidder shall, however, be responsible for compliance with all conditions of the tender irrespective of the fact that the goods were supplied by its authorized distributor.

2. The supply shall have to be made strictly in accordance within the validity and according to delivery schedule stipulated in the purchase orders, which also includes any extension so obtained in writing from the competent authority of the Hospital. In case of defaults/failure to do so, the Hospital shall reserve the right to make purchases in full or in part at the costs and risks of Tenderer at its sole discretion from the alternative sources. SGRH shall also reserve the right to reject the goods out rightly, forfeiting security deposit or to impose minimum penalty of 5% of the order value over and above the cost of supply procured by SGRH and the decision of SGRH shall be final and binding on firm.
3. The bidder who submits false, forged or fabricated documents or conceals facts with intent to win over the tender or procure purchase order; EMD of such bidder firm will be forfeited and firm will be liable for blacklisting for a period of not less than 2 years. The firm will also be liable for legal action depending on the facts & circumstances of the case
4. A company whose product has been declared as of spurious or adulterated quality and for which any criminal case has been filed and is pending in any court shall not be eligible to participate for any of the product. Similarly convicted firms shall also not be eligible to participate in the tender. A drug will be considered spurious if the lab declares the product spurious or is found containing either no drug or very poor drug content on testing or having a product which is likely to cause grievous hurt within the meaning of section 320 of IPC. Similarly, a product shall be considered adulterated if it is so declared by the lab or is found containing any poisonous, deleterious, harmful or toxic substances which is likely to cause grievous hurt. If a bidder is found to have submitted a bid for such a product the EMD shall be forfeited.

13. SAVING CLAUSE

Any change in the pattern of ownership of the bidder/supplier must be notified to the Sir Ganga Ram Hospital forthwith along with the necessary documents.

14. ARBITRATION CLAUSE

- 1 It shall be presumed that the terms & conditions mentioned in the Tender document have been read understood and duly accepted entirely. The Bidder shall have no right to modify/ alter/ amend/ delete/add any terms/ conditions mentioned in Tender document and such bid will be not being acceptable and will be ignored.
- 2 Furnishing of wrong information and false documents will make the Bidder ineligible for bidding and liable to be debarred / blacklisted from participation in Tender Inquiries/Open Tenders/ Rate Contracts by Sir Ganga Ram Hospital
- 3 If any required information/documents are not supplied and/or incomplete information is supplied and /or Tender document is found to be incomplete, then the bid of the concerned Bidder will be rejected and shall not be considered. No representation in this regard will be entertained.
- 4 Correspondence: No further correspondence shall be entertained after opening of the Tenders
- 5 All disputes pertaining to the terms and conditions of the Tender, in between the Tender and Sir Ganga Ram Hospital will be referred to the sole arbitrator to a person to be appointed by the Chairman, Board of Management, Sir Ganga Ram Hospital, New Delhi. The decision of the Chairman, Board of Management shall be final and binding on both the parties. The venue of arbitration shall be at **New Delhi**.
- 6 In case of any conflict between the terms of Tender document and the said policy, “the later shall prevail”.

15. PAYMENT TERMS

Normal payment terms are **60 days** after due inspection and acceptance/approval of stores by the appropriate authorities. Unless otherwise agreed upon and mentioned in Contract / Purchase Order, the following payment terms & conditions will be applicable:-

- | | | |
|-----|-------------------------------------------------------------------|-------------------------|
| (a) | Payment made within 40 working days:
From the receipt of goods | 1% discount / deduction |
|-----|-------------------------------------------------------------------|-------------------------|

- (b) Payment made within 30 working days: 2% discount / deduction
From the receipt of goods
- (c) Payment made within 20 working days: 3% discount / deduction

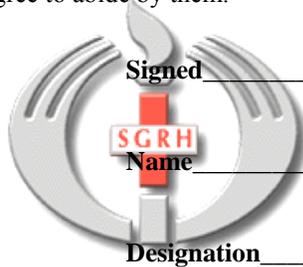
Please give your consent regarding payment terms, accepting the discount terms which will remain firm during the Tender Period.

- All invoices raised by the suppliers should be Tax Invoices as per GST Format.
- Retail Invoices will not be accepted.

Sd.
Director Administration
Sir Ganga Ram Hospital

16. ACCEPTANCE - CUM - ACKNOWLEDGEMENT

The terms and conditions governing the Tender for Medical Stores (Drugs & Allied item) for the year 2018 - 2020 are fully understood by me/us and I/We agree to abide by them.



Signed _____

Name _____

Designation _____

Name & Address of the Company

(Official Stamp).

(Please read the terms & Conditions, sign acknowledgement and attach with your Pre-Qualification PART I).

17. AFFIDAVIT PROFORMA / SPECIMEN (LOWEST RATES, BONUS / SCHEMES)

(Rs.100/- Non Judicial stamp Paper)

I/We.....hereby undertake that the rates quoted for items/products proposed to be supplied to Sir Ganga Ram Hospital New Delhi is the lowest with maximum discount and in no event exceeds the lowest price at which the firm sells/proposes to sell the stores/items of identical nature / description/specification to other person / organization/hospital/ institutions during the valid period of acceptance/approval of the contract. If at any time, the firm reduces the sale price lower than the quoted price I/We should forthwith notify such reduction or sale to the Director, SGRH and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. The benefit of all free schemes /bonus schemes will be informed & passed on to SGRH so as the benefits could be availed by SGRH on time.

Further I/Weagree that in case of any default & failure of the firm to inform such reduction, free schemes/bonus and if applied elsewhere by the firm and brought to notice of Director Administration by any of the reliable source, if substantiated by evidence shall lead to breach of contract and in such event the firm shall be liable to pay the difference on account in value immediately on demand/adjusted against pending bills /security deposit or any future goods to be supplied. The SGRH reserves the right to take any other actions as may be deemed fit and appropriate by Sir Ganga Ram Hospital New Delhi.

Signature

Name & Address

Date:



18. DISTRIBUTOR AUTHORISATION CERTIFICATE

(On Manufacturer letter Head)

I ----- s/o ----- Resident of -----, do solemnly affirm, that I am authorized to give this certificate on behalf of (Name of Manufacturer/firm/company) ----- situated at ----- for the tender of SGRH in respect of appointment of '**Authorized Distributor**'.

It is certified that M/s. ----- situated at (Full Address)-----

----- is our **Authorized Distributor** for the supply of the goods and receive payments on behalf of M/s ----- (Name of Manufacturer/firm/company). All the actions of the '**Authorized Distributor** in tender of SGRH is legally binding upon us. A copy of the contract between the manufacturer and the distributor is enclosed with this authorization latter.

Date:-

Signature:

With Firm Stamp

19. AFFIDAVIT (FOR NON CONVICTIONS)

(Rs.100/- Non Judicial stamp Paper)

It is certified that our firm / company / corporation and any of its Directors / Proprietor / Partner / authorized signatories has not been convicted / or a criminal case filed against us or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said matters and our firm / company / corporation is not currently deregistered or black listed by any govt. /Private institution, hospital or body in India. And there is no Vigilance / CBI case pending against the firm.

Verification – I pledge and solemnly affirm that the information submitted above is true to the best of my knowledge and belief.

Place –

Date –



(Deponent) (Seal of / Agency) (Notarized)