



SANJAY GANDHI POSTGRADUATE INSTITUTE OF MEDICAL SCIENCES

Raebareli Road, Lucknow-226014

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Hospital Revolving Fund (HRF)

SHORT TERM TENDER NOTICE

Sealed offers are invited in two bid system (Technical & Price Bid) for the below mentioned tender:-

S.I. No.- 1, Tender No.- PGI/HRF/Med-684/2017-18, Subject, Supply of Drugs & Medicines for Staff/VIP's Patient.

The Tender document will be available on the Institute's website www.sgpgi.ac.in and can be downloaded w.e.f. 23.08.2017.

ADVT.No.:I/13/HRF/2017-18

Director



Sanjay Gandhi Post Graduate Institute of Medical Sciences

HOSPITAL REVOLVING FUND

Raebareli Road
Lucknow – 226 014

Ref: PGI/HRF/Med-684/2017-18/

Dated: 21.08.2017

Short term tender for supply of Drugs & Medicines

Sealed offers are invited in two bid system for the supply of Drugs & Medicines for staff & employees, faculty members and their dependent/PED Patients/VIP's from reputed chemist & druggist **from Lucknow**. The detailed terms and conditions can be downloaded from website of the Institute www.sgpgi.ac.in. The offer should reach to the RSD Cell (Administrative Block) through speed post/courier on or before 08.09.2017 up-to 4.00 p.m. and it will be opened on 11.09.2017 at 12.00 noon. The Director reserves the right to accept or reject any offer without assigning any reasons.

ADVT No. I/13 /HRF / 2017-18/

DIRECTOR

General Terms and Conditions

- Tender cost (Non-refundable) - Rs. 5000=00 + GST@ 18% i.e. Rs. 5900.00 (five thousand nine hundred only)
- Submission of bid / Offer - **Only sealed tender should be submitted through speed post/courier only at RSD Cell (Administrative Block) SGPGIMS, Lko.**
- Last date for submission of bid / offer - On or before 08.09.2017 up to 4.00 p.m. in RSD Cell (Administrative Block)
- Opening of bids/offers date & time - 11.09.2017 at 12.00 noon in HRF Office
- Venue of opening of bids - Hospital Revolving Fund (HRF) SGPGIMS
- Bidder should provide Tax Invoice - for Input Tax Credit (ITC)
- GST No. - **09AAAJS3913N1ZO** of HRF, SPGIGMS, Lko
- Any bid received after due date & time - It shall be rejected if delivered at wrong place
- The rate contract may be awarded to - one or more vendors
- The terms & conditions - will be submitted duly signed by the bidder
- Rs. 100.00 non-judicial stamp paper will have to be provided by the bidders for award of RC.

- **Earnest Money Deposit (EMD) & Performance Security:**
 - (i) EMD in shape of cheque / DD will not be acceptable.
 - (ii) EMD of **Rs. 100000.00 (One lac only)** in the shape of TDR / FDR only, pledged in favour of “IHA Drugs and Consumables A/C” SGPGIMS, 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 18 months from the date of issue of Tender notice. Any firm which submits the bids without EMD will be rejected and the firm is liable to be debarred from future participation in SGPGI tender for next 5 yrs. The EMD of the RC holders would be released after signing of Rate Contract and deposition of performance security.
- **Performance Security** of Rs. 5,00,000.00 (Rupee Five lac only) in the shape of FDR/TDR from any nationalized bank in favour of IHA Drugs & Consumables A/c will be submitted by the successful bidder before awarding of Rate Contract. It should be valid for 18 months. In case of failure by the approved vendor to furnish the performance guarantee within the specified period, the Institute shall be at liberty to forfeit the EMD absolutely. In addition, the firm shall be debarred from participating in the tender for local purchase at SGPGI for a period of 5 years from the date of debarment.
- The sealed envelope containing tender bid super scribed “**HRF Local Purchase Tender for Med & Drugs**” will be in Two Parts, (I) Technical Bid (Part-I), (II) Price Bid (Part-II), in separate envelope, should reach on or before the date and time specified in the tender Terms & Conditions.
- The envelopes containing financial bids for medicines should mention a uniform, maximum discount offered in percentage on MRP (Maximum Retail Price), across the board for all medicines, imported/Proprietary/or otherwise. The quoted offer shall remain valid for the entire duration of the Rate Contract. This condition should be strictly adhered to, failing which their tender will be summarily rejected.
- 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 tenders. 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 the tenderer to influence anybody in the said Institute will be taken as an offence, he 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 a maximum period of six month or till the finalization of next rate contract whichever is earlier, if required.
- The services 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 10 (Ten days) from the date of issue of the letter of acceptance, failing which the EMD may be forfeited and the name of the firm may be removed from the list of suppliers at the SGPGIMS.
- The tenderer will give an affidavit/undertaking to supply medicines as per requirement to SGPGIMS 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. No enquiries shall be entertained in respect of acceptance or rejection the bid.

Eligibility Criteria

- A. The firms who intend to participate in the tender should first ensure that they fulfil all eligibility criteria as prescribed in the Tender Documents.
- B. The firm should have experience of executing similar work for any Govt./ Private Hospital/ Govt. Dispensary for at least two years. The firm is required to submit a satisfactory performance certificate on their letterhead from the organization/ Hospital/Dispensary for the supply of Medicines (**Annexure-II**).
- C. Tenderer shall submit duly filled, signed & stamped annexures as per the format provided.
- D. The firm should not have been blacklisted/ debarred at any time by any Govt. or Private Organization. The tenderer shall furnish an affidavit to the effect on non-judicial stamp paper of worth of Rs.100/- duly attested by Notary that the firm has not been black-listed/ debarred at any time and is not blacklisted at present by any government/private institution and there is no Vigilance/CBI case pending against the firm/supplier.
- E. A Notorised affidavit that the tenderer 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
- F. The firm should have valid retail drug license issued by the State Drug authority at the time of submission of bid.
- G. The bidder should have minimum two crore turn-over during the financial year 2015-16 & 2016-17 to become eligible and satisfactory documentary evidence will have to be furnished in support of his turnover with Balance sheet, sales tax return & income tax return **for the preceding two years**.
- H. The Tenderer must be enclosed the following documents alongwith the Technical Bid:
 - i. Draft of Tender Fee Rs. 5900.00 :
 - ii. EMD of Rs. 100000.00 in the shape of TDR/FDR :
 - iii. Copy of valid drug license :
 - iv. GST No. :
 - v. Copy of PAN no :
 - vi. Proof of Income tax return :
 - vii. Proof of Sales Tax return :
 - viii. Copy of balance sheet of Financial Year (2015-16 & 2016-17) :
 - ix. Signed copy of terms & conditions :
 - x. The tenderer will give an affidavit/undertaking to supply medicines as per requirement to the Institute through his outlet, round the clock on all days i.e: 24x7, 365 days a year for the entire duration of the contract.

1. Scope of supply –

- HRF has been providing the Drugs and Medicine as prescribed by the treating physicians / doctors from time to time to the staff & employees, faculty members and their dependents on case to case basis. Such non-RC drugs & medicines will be procured from the approved empanelled vendors.
- OPD HRF Main Pharmacy will also provide all the drugs & medicines being prescribed by the doctors / physicians to VIP's/MP/MLA's and others.
- Demand of such emergent drugs & medicines will have to be fulfilled by taking immediate / instant supplies on demand in unavoidable circumstances.
- The items will have to be made available on telephonic request or message of nominated HRF officials.
- 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 in outdoor patients on chargeable basis.
- The percentage of the discount offered on MRP will be mentioned on each vendors bill.
- Bidder should provide Tax Invoice for availing the Input Tax Credit (ITC) to HRF.

2. Letter of undertaking – An undertaking about ensuring supply of desirable quality and quantity at appropriate time has to be given along with your bid/ offer.

3. Delivery of goods –

- To deliver the goods in accordance with the 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 hours i.e. 48 hrs
- To deliver 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 Main HRF/GH Pharmacy/OPD Pharmacy/ 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 early payment
- When the goods are of perishable nature, it will be notified at the time of delivery
- When the goods are directly delivered to the patients, which has not received and examined at GH (Pharmacy) or main Pharmacy or OPD Main Pharmacy will not deemed to have accepted unless & until reasonable opportunity for examining is not given to concerned.
- Proper place of inspection is place of delivery
- The goods subsequently found unsatisfactory; the Institute is entitled to reject the goods and will not amount to acceptance of goods
- Responsiveness and overall performance will matter to perform this rate contract
- Main gate entry/ seal of the security on challans / bills are essential.
- 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 from reputed firm with explicit verbal prior concurrence of indenting officer i.e. Pharmacist In-charge, or the Store-keeper, medicine store. Such verbal concurrence should be formalized in writing at the earliest opportunity.

4. The approved vendor will supply quality item – Prior written permission is must, in supply of any generic / generic branded item. It will be the sole responsibility of Pharmacist to recognize & reject the

Generic goods, if supplied at any point of time and in case, it is essential to accept them, then he has to bring it to higher authorities of HRF.

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 user, at the sole cost and risk of the supplier. In case non-usage and expiry of such materials has to be replaced by you.
6. **Details on Tax Invoice** – while supplying the ordered material and submitting the Tax Invoice apart from details of items (generic name, batch no., mfg date, expiry date, etc), branded name has to be mentioned on the face of bill to ensure the quality of supplied item.

The Tax Invoice shall accompany the goods and shall contain all particulars as required under GST Laws including:

- a) Name, address & GST no. of HRF
 - b) Bill no.
 - c) Date of its issue
 - d) Name, address & GST no. of Supplier
 - e) HSN Code
 - f) Description of goods & services
 - g) Quantity of goods & unit or Unique Quantity Code thereof.
 - h) Total Value of Supply
 - i) Taxable value of supply taking into account discount, if any.
 - j) Rate of Tax (Central tax, State tax, Integrated tax, Union territory tax or Cess)
 - k) Amount of tax charged (Central tax, State tax, Integrated tax, Union territory tax or Cess)
 - l) Signature or digital signature of the supplier
7. **Rates** – Offered discount on MRP should be clearly mentioned in figure and words both on your bid.
 - A) Rates quoted should be inclusive of GST. HRF would only accept the stocks which are GST paid.
 - B) 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 item.
 - C) Any plea for clerical / typographical error etc. would not be accepted. No correspondence will be entertained after opening of Price bid.
 - D) Conditional bid would not be entertained.
 - E) The quoted rates should be F.O.R destination (HRF Stores, SGPGIMS, Lucknow)
 8. **(A) Earnest Money Deposit (EMD) & Performance Security:**
 - (i) EMD in shape of cheque / DD will not be acceptable.
 - (ii) EMD of **Rs. 100000.00 (One lac only)** in the shape of TDR / FDR only, pledged in favour of “IHA Drugs and Consumables A/C” SGPGIMS, 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 18 months from the date of issue of Tender notice. The EMD of the RC holders 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 (Rupee Five lac only) in the shape of FDR/TDR from any nationalized bank in favour of IHA Drugs & Consumables will be submitted by the successful bidder before awarding of Rate Contract. It should be valid for 18 months.

In case of the extension of the contract at a later date, the validity of the performance security shall have to be extended for a period of 6 months beyond the period of extension of the contract. The performance security shall be returned to the R.C Holder without any interest after satisfactory completion of Rate Contract. In case of failure by the approved vendor to extend the performance security, the Institute shall be at liberty to forfeit the same.

9. Penalty Clause:

(A) Recovery of difference amount – Item demanded but not supplied either totally or in part within 48 working hrs 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) Rs. 100.00 (One hundred) shall be charged for cancelled LPO (due to non supply of any ordered quantity).

(C) Forfeiture of Performance Security – In case the firm fails to supply the drugs to the Institute, 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 of firm)**

10. Sourcing Procurement:

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 48 working hours.
- The Pharmacist Incharge in his judgment 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 Institute.

11. Disputes 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 Director (SGPGIMS, Lucknow) for arbitration whose decision shall be binding on both parties.

12. Terms of payment :-

- 100% payment shall be made through A/c payee Cheque or RTGS, on receipt of goods in satisfactory conditions on 30th day of Bill submission.
- If Tax Invoice is not received in accordance with instructions will not be entertained for payment
- The part supply is acceptable for the sake of 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.
- No payment shall be made for rejected stores. Rejected items must be removed by the selected tenderer immediately on the same day of rejection at their own cost and replace immediately. In case these are not removed these will be disposed off at the risk and responsibility of the suppliers without any further notice.

13. Termination of Rate Contract: - The Institute reserves the right to cancel the Rate Contract by giving one month notice, whereas RC holder can do so by giving three months notice. In the event of the contract being terminated or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee shall stand forfeited in full.

14. However, other standard terms and condition of the rate contract of the Institute will be applicable

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

16. Director reserves the right to accept or reject or cancel any offer in part or full without assigning any reason thereof.

17. In case the SGPGIMS decides to go on-line for the procurement of local purchase items any time during the pendency of the contract, i.e. for the placement of orders and the raising of bills, the qualifying tenderer shall be required to extend all possible cooperation, including introducing necessary changes in soft-ware, create necessary infrastructure at his end to make it compatible with the hospital software, printing of indents with provision of a back-up server and electric back-up to facilitate the process. The format or information to be entered for indented medicine shall be specified by the institute and the vendor is expected to arrange reliable internet connectivity for receiving the indents in online manner. The institute may work out different software modalities as per its own requirements and those will be binding on R.C Holder.

18. Disqualification of the bid:

- 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 or gives false information will amount to rejection of his bid.

Thanking you,

Yours Sincerely,

(R.A Yadav)
SPO (HRF)

Encl: - Two bidding form (Technical Bid & Price Bid)

Technical Bid (Part-I)

1. Details of documents must be enclosed

- i. Draft of Tender Fee Rs. 5900.00 :
- ii. EMD of Rs. 100000.00 in the shape of TDR/FDR :
- iii. Copy of valid drug license :
- iv. GST No. :
- v. Copy of PAN no :
- vi. Proof of Income tax return :
- vii. Proof of Sales Tax return :
- viii. Copy of balance sheet of Financial Year
(2015-16 & 2016-17) :
- ix. Signed copy of terms & conditions :

Full Signature of the bidder

Full Name

Status

Full Address

Telephone No

Mobile No

Fax No

E-mail No

**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)
Drugs and Medicines		

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 be 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.

Full Signature of the bidder

Full Name

Status

Full Address

Telephone No

Mobile No

Fax No

E-mail No

Seal of the Bidder

HRF FORM

Annexure I

AFFIDAVIT (notarized)
(on Rs 100.00 Non-judicial Stamp paper)

Reference : Tender No.PGI/HRF/ Med-684/2017-18

I, (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) 2017.

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
(Quality wise, Quantity wise and in time)

Signature of the authorized officer)
(Name & Seal of the Organization/Hospital/Dispensary)