

Tender Fees – Rs. 200 (non refundable & non transferable)

TENDER NO. - BMHRC/Store/LT/DRUGS/14-15/012

TENDER DOCUMENT
FOR
SUPPLY OF DRUGS/MEDICINES
AT
BHOPAL MEMORIAL HOSPITAL &
RESEARCH CENTRE

BHOPAL

Limited Tender Notice

Bhopal Memorial Hospital & Research Centre

Under Department of Health Research, Ministry of Health & Family Welfare, Government of India

Raisen Bye Pass Road, BHOPAL – 462 038 (M. P.)

Ph. No. 2742212-16

Website: www.bmhrc.org, E-mail: tender@bmhrc.org

BMHRC/Store/LT/DRUGS/14-15/012

The Director BMHRC (ICMR), Department of Health Research, Ministry of Health & Family Welfare, Bhopal invites sealed quotations from the Manufacturers for supply of Drugs/Medicines for three months rate contract basis from the date of signing of the agreement deed plus extendable on same terms & conditions for the period as mutually agreed between Director, BMHRC & bidder.

A complete set of tender document may be obtained by interested manufacturers from Hospital Stores, BMHRC, Bhopal w.e.f. 18/07/2014 from 10.00 A.M. to 5.00 P.M. (From Monday to Friday) and 10.00 A.M. to 12.00 noon (on Saturday) & upon payment (Tender cost) of a non refundable fee of Rs. 200/- (Rupees Two Hundred Only) in form of Cash or Demand Draft in favor of Director BMHRC, Bhopal only or can be downloaded from the website at www.bmhrc.org, www.icmr.nic.in & www.eprocure.gov.in Last date of submission of tender will **be 07/08/2014 upto 2:00 P.M.**

(Director)

About BMHRC

Situated at Bhopal in Madhya Pradesh, the Bhopal Memorial Hospital & Research Centre (BMHRC) is a 350 bedded state-of-the art super speciality hospital dedicated to providing free of cost quality medical treatment to the victims of the Bhopal Gas tragedy of 1984. BMHRC focuses on specialization with perfection through a diligent team of professionals and highly qualified doctors. This unique hospital dedicated to the victims of Bhopal gas tragedy is an epitome of translation of science of medicine distinguishes BMHRC from the rest of the hospitals in the country. The hospital has beautiful surroundings in the midst of which is a tribute to the gas victims named *Homage and Hope*, adding a soothing and healing touch of its own. The Hospital has the following specialties: Cardiology, Cardiothoracic & Vascular Surgery, G.I. Surgery, G.I. Medicine, Neurosurgery, Neurology, Urology, Nephrology, Ophthalmology, Psychiatry, Pulmonary Medicine, Anesthesiology, Radiology, Pathology, Microbiology and Blood Transfusion.

BMHRC has eight Mini Units situated in different parts of the city to provide primary health care services to the gas victims. Patients needing specialized care at super-speciality level are referred to the main hospital, the BMHRC.

The Research Centre in addition to undertaking applied and basic research also provides molecular medical diagnostic services.

BMHRC was placed under the ICMR in **January 2012**.



OFFICE OF THE DIRECTOR

**BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE
INDIAN COUNCIL OF MEDICAL RESEARCH (DEPARTMENT OF HEALTH RESEARCH)
MINISTRY OF HEALTH & FAMILY WELFARE, GOVT. OF INDIA
RAISEN BYPASS ROAD, KAROND CHOWK, BHOPAL, PIN- 462 038**

Director BMHRC, Bhopal invites limited tenders in sealed envelope for the procurement of drugs/medicines from reputed Manufacturers for entering into three months rate contract basis (**valid for three months from the date of signing of the agreement deed plus extendable on same terms & conditions for the period as mutually agreed between Director, BMHRC & bidder**) on the same terms and conditions subject to satisfactory performance.

GENERAL INTRODUCTION AND TERMS & CONDITIONS

Tender Ref. No. : BMHRC/Store/LT/DRUGS/14-15/012
Subject : Limited Tender for the purchase of Drugs on three months rate contract basis.
Place of Enquiry : Stores Department, BMHRC
Last date of submission of Tender : **07.08.2014 upto 02:00 PM**
Date of opening of Tender : **07.08.2014 at 03:30 PM**
Venue for opening of Tender : Conference Hall (Block-6), BMHRC
Validity of offer : 120 days

General Instructions

1. Tender should invariably be submitted in single bid system as detailed below:
Techno commercial with Price bid (Quotation) should then be put in **sealed cover Envelop** indicating there on:

- a) **Reference No. Of the Tender:** BMHRC/Store/LT/DRUGS/14-15/012
- b) **Tender regarding:** Limited Tender for the purchase of Drugs on 3 months rate contract basis
- c) **Due date for submission of the tender:** : **07.08.2014 upto 02:00 PM**
- d) **Name of the company and address:**
- e) **Estimated Cost : Approximate 25 Lacs**

IMPORTANT NOTE

- A) **Bid received after the specified date and time will not be considered.**
- B) **The documents should be dropped in the tender box kept at the Stores department before the date and time of tender opening.**
- C) **Bidders are requested to watch for any modifications/corrigendum on the BMHRC website(www.bmhrc.org)**

Techno Commercial including Price Bid (Quotation)

All the documents mentioned in the eligibility/Technical criteria as per **clause 21** of the terms and conditions. The quotation should be duly typed written, free from over-writing/cuttings and fill as per our given format (Annexure-I). Handwritten quotations shall be accepted at the bidder's risk. In case of any discrepancy in rates between figures & words, lower rates will be considered between two. The rates will be valid for a period of three months from the date of opening of tender plus extendable on same terms & conditions for the period as mutually agreed between Director, BMHRC & bidder.

2. If there is any difference between the word & figure in net rate the lowest rate will be taken for consideration.
3. If there is any difference in net rate due to element of tax, the lowest price will be taken for consideration & difference should be adjusted in unit price.
4. **All the pages of tender documents should be properly numbered.**
5. Manufacturers intending to participate in the said tender should first ensure that they fulfill all the eligibility-criteria as prescribed as per terms & conditions of tender document, otherwise, the tender will be summarily rejected and no further correspondence will be entertained in this regard.
6. The tenders are to be quoted/submitted only by the Manufacturers, However, manufacturers may give authority letter to the supplier / distributor / stockiest/ vendor for the purpose of making supplies, raising bills, collecting payment etc. In any case, the manufacturer has to accept responsibility for any lapse on the part of the distributor/supplier.
7. The accredited agent or sole representative quoting on behalf of their manufacturer/principals must attach authority letter from their manufacturer/principals of their letter Head.
8. Before making the supply, The Invoice/challan should be accompanied by the test report of the supplied batch of the Drug will be either **on Form-39** (report of analysis) or in house test report and as per the requirement of the hospital. (as per clause 42)
9. No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the supplier will supply such quantity as may be ordered from time to time during the tenure of the contract.
10. The Director BMHRC, Bhopal reserves the right to reject any or all tenders including the lowest quotation which is not confirming to the specification and other terms and conditions. No correspondence in this regard will be entertained.
11. The Director BMHRC, Bhopal reserves the right to invite in his sole discretion, separate quotations to effect purchase outside this contract in the event of any urgent demand arising in hospital, where no stock are held or otherwise.
12. **Quotation shall be strictly according to the required specifications, and as per format provided in the tender document (Annexure-I).**
13. BMHRC shall send all correspondences through email so you are requested to provide your email address so that all communications may be done through email.
14. The goods are to be supplied F.O.R. destination (BMHRC stores) and all the transit loss / expenses whatsoever, will be borne by the supplier/firm.
15. In case Manufacturer desires to supply the items through their authorized distributor/dealer, they may appoint distributor/dealer and enclose authority-letter in their favor to supply the approved Drugs during the rate contract period. During the contract period, the authorized distributor/dealer once appointed will not be allowed to change subject to satisfactory performance in supplies. In case of non compliance of satisfactory performance of supplies, manufacturer may authorize another vendor only after the written communication of Director BMHRC during the validity of contract. It is desirable that approved manufacturer supply the Drugs **directly to the Institute.**
16. The Successful bidder shall furnish the performance security within 15 days of issue of contract for due performance of the contract. The performance security should be for an amount of 5% of the contract value payable in Indian rupees or Demand Draft/Bank guarantee from any Indian Nationalized/commercial Bank in favor of Director, BMHRC, and it shall be valid for 6 months from the date of issue of Rate contract **(Annexure-V).** The Performance Security shall be released on satisfactory completion of all contractual obligations. No interest shall be payable on the performance security. **Failure to furnish**

performance security in time would entail forfeiture of earnest money deposited by the firm & the cancellation of the contract.

- 17.** The bidders may download the tender documents directly from the website available at www.bmhrc.org, www.icmr.nic.in & www.eprocure.gov.in. In such case, the bidders are required to submit the tender cost fee of **Rs. 200.00 (non-refundable and non-transferable)** by way of separate demand draft drawn in favour of Director BMHRC, Bhopal and the same should essentially be enclosed along with tender envelope. The bidders should specifically super scribe, **"downloaded from the website"** in red ink on the top left corner of the envelope. The tender cost fee should not be mixed with EMD amount. The tenders of bidders for not following the above procedure will be summarily rejected.

18. Important instructions for filling up of tender

- a) Each & every paper/page of the tender document should be serially numbered and duly signed by the bidder. A proper catalogue/checklist should be enclosed in the chronological order.
- b) Tender is also likely to be rejected, if instructions for filling up the tender document, submission of rate quotations and all annexure, are not fully & properly adhered to.
- c) Tender may also be rejected, if it is not submitted by the prescribed date/time for the opening and any of the listed documents is either not attached or attached but found improper/not signed or not attested by the Competent Authority.
- d) The quotation should be submitted as per the prescribed format shown in **Annexure-I**.
- e) The bidder should quote only one rate for each item as **Price per unit+ Tax in % (if any) = Net Rate**. Tax, if any, must be mentioned clearly. No correspondence in this regard will be entertained at a later date and **Net Rate** quoted in the tender will be treated as final for all purposes.
- f) Prices are to be quoted only in Indian Rupees. All Final Rate or Price quoted should be **PER UNIT** and applicable taxes extra and such final price should not equal or exceed MRP.
- g) MRP of each item should be mentioned/ listed along with prices offered for BMHRC in the Price Bid
- h) In case of imported items where MRP is not indicated in exceptional cases, the Bidder will have to furnish rate list of the Principal firm/ Manufacturers along with bill of entry to India.
- i) **The net price should be up to two (2) decimal points (i.e. .00).**
- j) In case any Tenderer, if charges higher rates for any item (items) more than the MRP, the action like forfeitures of earnest money/security money/ performance bank guarantee and removal of name from the list of the supplier shall be taken against the firm.
- k) In case of any attempt for cartelization /collusion /rigging by bidders with a view to hike up the prices, all bids will be rejected and such bidders will be blacklisted.
- l) Telegraphic/ Telex/ Fax/email and letterhead quotations are not acceptable and if received will be ignored.
- m) The Institute will not own the responsibility of :
 - i. Issuance of road permit or any concessional forms;
 - ii. Clearance of consignment by road, rail, air transport agencies etc.
- n) Director-BMHRC, Bhopal has the full and exclusive right to withdraw the purchase order at any time without assigning any reasons.
- o) There is no vigilance / CBI case or court case pending against the firm or any of the partners/directors of the firm.

19. The tender shall be rejected if :

- i. A firm submits conditional tender;
- ii. All the papers are not completed and serial numbered.
- iii. Tender is not sealed properly.
- iv. If tender is not legible.
- v. Each page of photocopy of various documents/certificates attached should be self attested or attested by Notary Public General or a Gazetted Officer.
- vi. Copy of valid Sales Tax / VAT/ TIN registration certificate duly attested, should be attached with the tender along with latest copies of returns / challans filed

20. Bid Opening

- a) The Technical Bid Opening Committee (TOC) of BMHRC will open bids in the presence of bidder's representative, who choose to attend, at the time and date as specified
- b) The bidder's representatives who choose to attend the bid opening, shall bring with them a letter of authority from the bidder on the letter head for having been authorized to be present at the time of opening of the bid. In the absence of such a letter of authority, the representative will not be allowed to present and/or to attend the bid opening. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid of opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.
- a) The TOC will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- b) The techno commercial bid shall be examined, on the basis of information/documents submitted by the Bidder with the Technical bid and professional recommendations of the Technical Evaluation Committee (TEC).
- c) No price negotiation shall be made, However BMHRC reserves the right to call for price negotiation with L1 only if the price quoted by the bidders are not found to be reasonable.

21. ELIGIBILITY/TECHNICAL CRITERIA

Firms to be eligible should fulfill the following criteria

- (i) **EMD:** Each tender should be accompanied with an EMD/bid security amounting to Rs.30,000.00 only (rupees Thirty Thousand only) by way of demand draft drawn in favour of "Director BMHRC, Bhopal", failing which the tender shall not be considered for acceptance and will be out rightly rejected. Cash/cheque is not acceptable at all. The EMD/bid security deposited against other tenders cannot be adjusted or considered for this tender. No interest is payable on EMD/bid security. The Tender Number, due date, Name and complete address of the firm should also be written on the back of the demand draft.
- (ii) **DRUG LICENSE :** A Attested copy of valid drug license / import License from the State/Central drug controller for the manufacture /Import of the medicine/drug quoted. If revalidation of drug license has been applied , copy of application to State Drug / Licensing authority may be attached. The application for renewal was made within time frame as per Drug and Cosmetic Act, 1940 as amended up to date and that has not been deleted by licensing authority.

(iii) QUALITY:

- a)** In case of imported drugs (i.e. not manufactured in India), COPP (Certificate of Pharmaceutical Products)/import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products should be submitted and '3 years' Marketing experience certificate issued by the Drug Controller.
 - b)** Public Sector Undertakings with at least 3 year's market standing having manufacturing license issued by Centre/ State Drug Controller.
- (iv) EXPERIENCE:** The bidder should have not less than 3 years of manufacturing and marketing experience for the specified product duly supported by documentary evidence except in case of new drugs.
- (v)** If a firm is the sole manufacturer of the product, the same can be treated as a **Proprietary drug** or newly introduced (**Patent**) drugs/molecules, the manufacturer can be eligible provided the firm submits a certificate from the Centre/State Drug Controller / Licensing Authority in this regard. Proof of duration of '**Patent**' for the drug should also be enclosed.
- (vi)** Tender shall be rejected if the copy of sales tax registration certificate (now called as VAT) is not furnished. Firm shall furnish a certificate on their firm's letter head stating that up to date returns have been filed and there are no dues with the concerned department. Firm will also submit the copies of such returns (latest) submitted to the department of trade & taxes. Sales tax/VAT and other statutory levies should be shown separately and should not be included in the basic price, otherwise it will not be considered. Any statutory increase in tax by the Central Government / State Government by an act of law will be reimbursed on production of relevant proof.
- (vii)** Non-conviction certificate issued by the State/Centre Drug Controller to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the last one year in respect of any of the drugs for which prices have been quoted by the firm.

22. Supply timings

S.no	Days	Time
1.	Monday to Friday	10a.m. to 1p.m. and 3p.m. to 4 p.m.
2.	Saturday	10a.m. to 12 noon

23. MARKING: Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.

24. LIFE PERIOD: The Bidder should not supply less than six months life from the date of receipts of goods in BMHRC. In exceptional cases where the material with less than six months shelf life is accepted by the BMHRC, a flat 20% amount will be deducted from the invoice value. Material manufactured with less than six months shelf life will be accepted only after due certification by the bidder and at the discretion of BMHRC. Loss or premature deterioration due to biological and/ or other factors during life span of stores shall be replaced by the Bidder free of cost.

25. The delivery period should not exceed 10 (ten) days for all supplies but in emergency the delivery period may be reduced up to 3 to 5 days and firm is bound to supply the items within DOD (Date of delivery) period. Such Purchase Orders shall be stamped "Emergency" to distinguish them from routine orders.
26. If the delivery is not effected on due date, the Director, BMHRC, Bhopal will have the right to impose penalty as under:
- I. 2% LD (late delivery) will be imposed, if delivery is between 10 to 15 days.
 - II. 1% additional LD will be imposed for every additional delay of 5 days.
 - III. The maximum LD amount will not be more than 5% in any cases.
27. **Any unused materials will be return within a period of 5 Days from the date of receipt of intimation from BMHRC.**
28. The approved rate contract holders should supply all ordered items within DOD period as per Purchase order terms and these terms should be strictly adhered to. **In case they failed to supply the item within DOD period, the reminder letter would not be issued in any circumstances and penalty will be imposed as detailed at Clause no. 26.** The item would be arranged either through local purchase or from open market under Risk Purchase Clause without any information in this regard. The difference amount shall be recovered from the pending dues of the firm/supplier.
29. **Force Majeure:-** Any failure of omission or commission to carry out the provisions of this contract by the successful Bidder shall not give rise to any claim by any party, one against the other if such failure of omission or commission arises from an act of God which shall include an acts of natural calamities such as fire, flood, earthquake, hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulations of the Government, lockout and strikes, riots, embargoes or from any political or other reasons beyond the successful Bidder control including war(whether declared or not), civil war or state of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to Force Majeure conditions.
30. The delivery of stores must be completed within stipulated delivery period. In case of failure to provide replacement of rejected supply within the stipulated delivery period for the supply in respect of that purchase order will be considered as incomplete. The successful Bidder shall maintain stocks and shall make deliveries against purchase orders for such stock completely or in staggered manner as and when required.
31. The supply, if it is rejected, has to be removed and replaced within a period of 5 Days from the date of receipt of intimation from BMHRC .In case of failure to do so, the rejected supply can be disposed off by the Director-BMHRC Bhopal, in his own way and discretion and he shall not be responsible, in any way, for doing so. BMHRC shall not be held responsible for replacing/sending the material to the place of the supplier.
32. For all those drugs, which are required to be stored under controlled temperature / cold chain, bidder must ensure to supply these drugs under controlled temperature/cold chain.
33. The purchaser will not pay separately for transit insurance and the bidder will be responsible for delivery of items covered by the purchase order in good condition at the specified destination and for this purpose, freight, insurance, octroi etc., if any will have to be borne by the successful bidder. The consignee will, as soon as possible, but not later than 07 working days of the date of arrival of stores at destination, notify the supplier/ bidder, of any loss or damage to the stores that may have occurred in the transit.

- 34.** Bidders are, hereby, directed to quote the rates of only those drugs for which they can ensure supply within 7 days from issue of Purchase order along with Test Report as per clause 42 of tender document without which the supply will not be accepted.
- 35.** The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength etc. before the date of expiry marked on the labels.
- 36.** Loose supplies/ Damaged packing /Tempered or Damaged labeled supplies shall not be accepted under any circumstances.
- 37.** Supplies to be made in proper boxes.
- 38.** In case any discrepancy arises in the Invoice 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.
- 39.** It will be a condition on the approval of the offer that the price charged for the stores supplied to the hospital shall in no event exceed the lowest at which the tenderer sells the stores of identical description to any other individual / Govt or private institution. Violation of this clause will entail debarring the erring firm from participating in the next tender.
- 40.** If at any stage during the tenure of the tender, the tenderer reduces the unit price lower than the price charged under the agreement, the tenderer will forthwith notify such reductions of the unit price to the Director BMHRC, Bhopal
- 41.** The medicines / drugs supplied are also liable to be tested at random by chemical analysis from Govt. approved lab / Govt. testing lab without any intimation to the supplier. If the new test report is contradictory with the test report submitted, the cost incurred on the whole process of testing shall be deducted from their previous due bills and this will be intimated to the supplier later on by the hospital and / or process of recovery shall be started. Also, if at any stage of use the supplies are found substandard, NO PAYMENT will be made for the entire rejected / substandard batch of that particular item, even if the supplies have been consumed in good faith and the facts will be notified to the Drug Controller of India / State Drug Controller for taking necessary action.
- 42.** Bidders are, hereby, directed to quote the rates of only those drugs/medicines for which they can ensure supply within 37 days from issue of Purchase order along with following.

a. Purchase Order Value Upto Rs. 15000	: No Test Report Required
b. Purchase Order Value between Rs. 15001 to Rs. 1Lacs	: In House test report of manufacturer will be required
c. Purchase Order Value above Rs. 1Lacs	:Test Report either on Form 39 from Govt. approved analytical testing laboratory or from any other lab approved by NABL
- 43.** All participating firms must submit an affidavit on Rs. 100 non-judicial stamp paper stating that they or any of their products have neither been blacklisted nor debarred from participating in future tenders by any State Government / Central Government organizations. If at any stage their claim turns out to be false, the said firm will render

itself liable for punitive action, as deemed fit. The present tender in which they have quoted would be summarily rejected besides being debarred from participation in next future open tender **(Annexure-II)**.

44. Canvassing of any sort or influencing the members of any committee involved in the purchase process at any stage shall be considered for disqualification of bid.

45. Payment Terms

Payment to the supplier Company/agency shall be made after 45 days from the submission of the bill and receipt of stores in good & satisfactory condition.

46. Arbitration:

If at any time, any question, dispute or difference whatever shall arise between the two parties (BMHRC on the one hand and manufacturer on the other hand) in relation to the purchase, either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at BMHRC, Bhopal.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation and commissioning etc.

Upon every or any such reference, the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof, or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

47. Civil suit/Legal remedies: Any dispute if arises, shall be subject to jurisdiction of Bhopal court.

ANNEXURE –I

S.No .	Description	UOM	Approx Requirement	Brand Name	Com pany	Pack Size	Unit MRP (Rs.)	Unit Price (Rs.)	Tax (in %)	Net Rate in figure (Rs.)	Net Rate in words (Rs.)
1	Trastuzumab Inj 440mg	Nos	20								
2	Albumin bound Paclitaxel Inj 100mg	Nos	80								

ANNEXURE –II

Undertaking (To be submitted by the manufacturer on non-judicial stamp paper of Rs. 100/-)

- 1.** I/We certify that I/We have gone through & agree to the terms & conditions of **Tender Ref No. BMHRC/Store/LT/DRUGS/14-15/012** and undertake to comply with them for the contract period (**valid for three months from the date of signing of the agreement deed plus extendable on same terms & conditions for the period as mutually agreed between Director, BMHRC & bidder**)
- 2.** I/We certify that, I/We or any of my/our products have neither been blacklisted nor debarred from participating in future tenders by any State Government / Central Government organizations.
- 3.** I/We certify that , Each self attested pages of photocopy of various documents/certificates attached are true of best of my/our knowledge and no erasing/over-writing/cuttings/corrections has been done by us.
- 4.** There is no vigilance / CBI case or court case pending against me/our firm or any of the partners/directors of the firm.
- 5.** I/We, hereby, agree to all the terms and conditions, stipulated by the BMHRC in this connection including penalty etc.
- 6.** I/We understand that The Director BMHRC, Bhopal reserves the right to reject any or all tenders including the lowest quotation without assigning any reasons (s) thereof.
- 7.** I/We submit that I/We have never been convicted by the State/Centre Drug Controller under the Drugs and Cosmetics Act, 1940 and rules there under during the last one year in respect of any of the drugs for which prices have been quoted by me/us.
- 8.** I/We agree that in case of failure to supply the material for which a Purchase order will be placed upon me within the stipulated date of delivery, the institution can go to market for local purchase of the same at my/our risk and cost.
- 9.** I/We agree that the condition on the approval of the offer that the price charged for the stores supplied to the hospital shall in no event exceed the lowest at which I/We sell the stores of identical description to any other individual / Govt or private institution.
- 10.** I/We agree If at any stage during the tenure of the tender, I/We reduce the unit price lower than the price charged under the agreement, I/We will forthwith notify such reductions of the unit price to the Director BMHRC, Bhopal

Name :

Sign :

Address :

Note: Undertaking can be submitted by the authorized distributors for imported products if there is no marketing office of Principal Companies in India

ANNEXURE-III

(To be filled in by the tendering party in official letter head)

I/we shall replace defective items / Loss or premature deterioration due to biological and/ or other factors during life span of stores supplied by me/us free of cost within the given time to avoid any inconvenience to the hospital.

Yours truly,

Signature of Tenderer with full address

ANNEXURE-IV

PROFORMA TO BE FILLED BY THE TENDERER

GENERAL INFORMATION

- a) Name of the firm:
- b) Address & Telephone No.:
- c) Whether the firm is Indian / Multi- national :
- d) Person responsible for conduct of Business :
- e) Has the firm been convicted ever, if yes, give details :
- f) Any case pending in the Court with details :
- g) Has the firm ever been debarred / black-listed by any Govt. Hospital for poor quality or late supply of drugs? If yes, give details.

Correspondence Details:

- h) Name & Mobile No of person/ authorized signatory to be contacted for this tender:**
- i) Correspondence Address: (For correspondence by Speed Post)**
- j) Fax No :-**
- k) Correspondence E- mail address :-**

Annexure- V**PERFORMANCE BOND (BANK GUARANTEE)****(Validity of Bank Guarantee :- _____ to _____)**

In consideration for the Director, BMHRC (hereinafter called 'the purchaser') having agreed to release the 100 % payment on supply of goods and services under the terms and conditions of a Rate Contract Ref. No _____ . Dated _____. (hereinafter called 'the contract') for supply of **Drugs & Medicines** (hereinafter called the goods and services) to M/s _____ (hereinafter called 'the supplier') on submission of a bank guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We, _____ (hereinafter called 'the bank') at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and conditions contained in a said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.** _____ .

We, the bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding.

- a) Any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or.
- b) The invalidity, irregularity or unenforceability of the contract or.
- c) Any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Director, BMHRC that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such, payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise howsoever. We, the bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank, further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Place:

Signature and seal of the bank

Date: