



**SIR GANGA RAM HOSPITAL
RAJINDER NAGAR, NEW DELHI – 110060**

**E-TENDER FOR SUPPLY OF
Tender Group: IX-Generic Medicines**

1st SEP 2021 – 31st AUG 2023

Sir Gangaram Hospital Rajender Nagar New delhi
REQUEST FOR PROPOSAL (RFP) AGAINST ONLINE OPEN TENDER ENQUIRY (OTE)
IN TWO BID SYSTEM (Technical-Commercial)

Invitation of Online Bids for Supply of Generic medicine Sep 2021-Aug 2023

Tender Group: IX-Generic Medicines

Sir Ganga Ram Hospital, New Delhi, (hereinafter referred as **Tenders Inviting Authority**) invites Online Bids for generic medicines from established & reliable manufacturers / Marketing firms / companies / Distributors : as enclosed in Schedule of Requirements through e-procurement portal <http://etender.sgrh.com> for Supply of generic medicines for a period of two years from the date of conclusion of Rate contract.

Bidders are advised to participate online and tender manual can be downloaded from website <http://etender.sgrh.com> **tender: Group IX –Generic medicines**

Assistance to Tenderers

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority.
- 2) Queries relating to the process of online bid submission or queries relating to Portal in general may be directed to the portal Helpdesk.

	Queries to be addressed to	Tender inviting authority
(a)	E-mail id	tenderpurchase@sgrh.com
(b)	Portal help desk (9 AM – 5 PM)	011-42252812 / 011-42251985
(c)	Query on portal at	http://etender.sgrh.com (Raise query section)

3. This RFP is divided into five Parts as follows:

- (a) **Part I** –Important dates governing RFP, EMD details, Eligibility criteria, General conditions governing the RFP, Validity period of tenders etc.
- (b) **Part II**–Contains essential details of RFP including Technical bid documents & checklist. Schedule of Requirements (SOR), Technical Specifications, General instructions to tenderers, Special instructions to tenderers & online bid submission guidelines.

- (c) **Part III** –Contains general terms and conditions of RFP, which will form part of the Contract with the successful Bidder
- (d) **Part IV** –Contains special terms and conditions of RFP, which will form part of the Contract with the successful Bidder
- (e) **Part V**–Contains Evaluation Criteria, specimens of affidavits required to be deposited.

This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP should it become necessary at any stage

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PART I

Tender Period: 1st Sep 2021 to 31st Aug 2023

Bidding Schedule and Important dates

Date of Publishing of Tender in leading national newspaper.	10 th July 2021: Saturday
Start Date and time for registration of vendors, Submission of tender documents and financial bids.	14 th July 2021 : Wednesday 10:00AM
Last date and time for registration of vendors.	20 th July 2021 :Tuesday 5:00 PM
Last date and time for submission of Tender documents (Technical bid submission closure)	26 th July 2021: Monday 5:00PM
Last date and time for submission of financial bid. (Commercial bid submission closure)	2 nd Aug 2021 : Monday 5:00 PM

Tender cost & EMD details

Cost of tender: Rs 3000/- (Non-refundable)-Inclusive of GST@18%
(Three thousand only)

EMD Amount: Rs 50000/- (Refundable)
(Fifty thousand only)

Mode: To be submitted ONLINE through website: www.sgrh.com / tender portal:
<http://etender.sgrh.com> (NO other mode of payment accepted)

Eligibility Criteria

1. Tenderer /Firm / Company /Bidder shall be a manufacturer /Distributor having valid drug manufacturing unit / trading office in India duly licensed by licensing authorities. Marketing companies / Pharmaceutical firms/Distributors getting manufactured on loan licensee is also eligible.
2. Tenderer /Firm / Company/Manufacturer/Bidder must have quality/safety certifications of Indian or International levels such as valid WHO-GMP (World Health Organization-Good Manufacturing Practices)issued by licensing authority and/or other safety certificates of international standard like FDA approval, COPP in the format as recommended by WHO
3. Distributors/ Suppliers are **also eligible** to participate in the tender and must have authorized distribution certificate from the company whose products are intended to be quoted along with copies of valid drug licenses/licenses issued by authorities for manufacturing of drugs.
4. Tenderer /Firm / Company/Manufacturer/Bidder should not have been blacklisted/debarred/de-registered/banned on supply related grounds or other reasons by any State Government / Central Government/SGRH/Central or State Government's Drug procurement agencies at the time of submission of bid.
5. Quoted drugs have not been failed in house testing or testing by any State Government/Central Government / its Drug procurement agencies/SGRH during last two years.
6. 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 / Government department under prevention of corruption act or for cheating/defrauding government / embezzlement of any government / private institution, hospital fund or for any criminal conspiracy in said matter. This shall be applicable to the bidder as well as to the manufacturer, if the bidder is an authorized distributor
7. Tenderer /Firm / Company/Manufacturer/Bidder should submit a Non-conviction Certificate not older than 6 months issued by the licensing authority of the state certifying that the firm/company has not been convicted for manufacturing/ supplying sub-standard drugs or on any other grounds under Drugs & Cosmetics act and rules thereunder.
8. During the validity of the tender period if the firm / Company is blacklisted/debarred/deregistered/banned by any State Government/ Central Government/ Central or State Government's Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to SGRH along with

relevant authentic document by the tenderer firm/ company with immediate effect.

GENERAL CONDITIONS

1. E-tender is invited for supplies of generic medicines only as specified in schedule of requirements.
2. E-tender is invited in two bid system: Technical and Price bid.
3. Tenderer /Firm / Company/Manufacturer/Bidder who qualify in technical bid will only be allowed to participate in price bid.
4. Tenderer /Firm / Company/Manufacturer/Bidder should quote the rate strictly for generic medicines only as per composition, strength, packing and other specifications mentioned. Any deviations will be summarily rejected.
5. Tenderer /Firm / Company/Manufacturer/Bidder should register them at tender portal <http://etender.sgrh.com> by completing necessary formalities as mentioned under head: "Instructions for tenderers"
6. Tender documents are strictly non-transferable.
7. Tenderer /Firm / Company/Manufacturer/Bidder will be eligible to access tender document submission only after paying tender registration cost of Rs 3000/- (Non-refundable)-Inclusive of GST@18%(Three thousand only)
8. Tenderer /Firm / Company/Manufacturer/Bidder will be required to deposit EMD amount of Rs 50000/-(Fifty thousand only), which will be kept as security deposit & refundable after successful completion of tender period after obtaining no dues certificate from stores / receiving department / purchase department.
9. Request for adjustment of security money/EMD if any held with the hospital on account of past tender of any group will not be considered. No interest is payable/accruable on EMD amount.
10. Tenderer /Firm / Company/Manufacturer/Bidder should not submit tender for the product(s) which has been blacklisted/debarred/de registered/banned by any State Government/ Central Government/ SGRH/Central or State Government's Drug procurement agencies due to quality failure at the time of submission of online bid.

11. The Rate Contract in respect of quality procurement shall be governed by the provisions contained in the Drugs and Cosmetics Act, 1940 as amended up to date and the Drugs and Cosmetics Rules, 1945 as amended up to date.
12. During the validity of the tender period if the firm / Company is blacklisted/debarred/deregistered/banned by any State Government/ Central Government/ Central or State Government's Drug procurement agencies / convicted by any Court of law in India, it shall be intimated to SGRH along with relevant authentic document by the tenderer firm/ company with immediate effect.
13. The tenderer shall be solely responsible for checking the websites at least 3 days Prior to closing date of submission of tender for any addendum/amendment issued Subsequently to the bid document and take into consideration the same while preparing and submitting the bids. **Bids will be opened online.**
14. The Tenderer are advised to arrange all the documents to be uploaded in the same chronological order of the checklist (**Refer: Tender documents checklist**). All these pages should be serially numbered and signed with the rubber stamp of the firm on each page before uploading. The Tender shall be liable to be rejected if the same are not uploaded online.
15. The Tenderer should confirm that they have read tender document including Amendment(s) to tender document (if any) along with terms and condition and these terms and condition of tender document including Amendment(s) to Tender document (if any) are acceptable unconditionally to them.

Rejection of Bids: Canvassing by the Bidder in any form, unsolicited bids and post tender correction may invoke summary rejection with forfeiture of EMD. **Conditional Bids will not be accepted.**

PART II – ESSENTIAL DETAILS OF ITEMS REQUIRED

Technical bid / Tender documents checklist

Under mentioned documents are to be submitted online by tenderers for meeting the criteria of technical competence for participating in the price bid:

S NO	DOCUMENT TO BE UPLOADED	REFERENCE
1	Tenderer information form	Specimen 1
2	Copies of partnership deed / certificate of registration of the company/ Memorandum of Association in case of corporate.	As per constitution of firm
3	EMD submission details	Printout of payment submission / Transaction reference no & date
4	Copies of the valid registration certificates/Drug licenses of the manufacturer / Licenses by Drug Authorities for drugs quoted to be supplied. / Proof of registration fee paid in case of renewal applied along with Drug license copy / Authorization certificate from principal company in case of Distributors.	Copies of all firms where drugs quoted in tender are being manufactured.
5	Quality assurance certificates of manufacturer / companies like : FDA approvals / WHO-GMP certificate / COPP issued in format provided by WHO etc	Copies of all firms where drugs quoted in tender are being manufactured.
6	Market standing certificate for last 2 years 2019-2020 & 2020-2021 for products.	Copies issued by Licensing authorities of the firm
7	List of institutions where quoted items are being supplied	Other hospitals / Govt. procurement agencies /

		organizations
8	Performance report for last 2 years	Any 2 organizations
9	Copies of Income tax return filed for last 2 financial years 2018-2019 & 2019-2020	Copies of acknowledgements
10	Copy of GST registration certificate.	Issued by Government of India
11	Copies of annual GST return filed for 2019-2020 & last three months 2020-2021.	Copies of acknowledgements
12	Copy of PANCARD of firm/proprietors	Issued by Income tax department.
13	Banker details of tenderer	Complete name, address with details.
14	Affidavit on non-judicial stamp paper of Rs 10/- duly notarized stating that the firm has not been blacklisted/disqualified in past by any govt. and/or Private organization and there is no vigilance/CBI case pending against the firm. Non conviction certificate from state drug agencies	Specimen-2 And General terms & conditions Point no : 3
15	Affidavit on non-judicial stamp paper of Rs 10/- duly notarized stating that the rates quoted by the firm in no event exceeds the lowest price for which the firm sells/proposes to sell the items / or items of identical nature to other hospital / organization or person.	Specimen-3
16	Acceptance cum acknowledgement of Terms & Conditions	Specimen-4

PRICE BID:

For items mentioned in attached schedule of requirements (ANNEXURE 1)

General Instructions for Tenderers

- 1) Tenderers are advised to go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. The tenderer may submit their bids if the terms and conditions as prescribed are acceptable to them and they fulfill complete eligibility criteria.
- 2) Tenderers are advised to note the number of volumes in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document. Any deviations from these may lead to rejection of the bid. (Refer checklist of tender documents)
- 3) Tenderers are required to register with their valid email address, GST no and mobile numbers on the e-Procurement module of Sir Ganga Ram Hospital at tender portal <https://etender.sgrh.com> or by clicking on the link “Tenders” in website www.sgrh.com
- 4) **Please note that BID is to be submitted online only and no copy is to be submitted physically.**
- 5) Tenderers are required to pay Rs 3000/- (Non-refundable)-Inclusive of GST@18 % (Three thousand only)-to participate in tender.
- 6) Registered tenderers will be provided a unique login ID and Password to apply for the online bid. The login details will be shared with registered tenderers on their Email ID after realization of payment of tender cost.
- 7) Once registered, Tenderer may login and start uploading tender documents online.
- 8) Partial/non submission of documents may lead to rejection of tenderer.
- 9) All the columns shown in the price schedule should be filled up as required. If any column does not apply to a tenderer, same should be clarified as “NA” by the tenderer
- 10) The Tenderer is not permitted to change/alter specification or unit size given in the given schedule of requirements.
- 11) Any new strength / generic / formulation must be addressed in the form of query which will be at the discretion of competent authority for consideration/rejection.

- 12) **Accounting unit.** The tenderer will quote only the unit price in terms of the accounting unit as specified by the tenderer /Pack size in the relevant field if selected must conform to unit price of the item quoted.
- 13) Tenderer should note the period for which the tender should remain open for acceptance. The offers from those firms, who have not kept the validity open till the period stipulated in the Tender enquiry, will be treated as nonresponsive and will be ignored without making any back reference.
- 14) All the information called for in all the BID documents should be answered, failing which, the bid shall not be considered and is liable to be rejected without any further reference.
- 15) Portal will intimate the bidders through e-tender dashboard / e-mail in case there is any query / corrigendum issued to the tender document
- 16) Tenderers are required to upload scanned copy of all documents which are legible and in PDF format.
- 17) The tenderer should make a note of the unique Tender login ID assigned to each tenderer, in case they want to obtain any clarification / help from the Helpdesk.

Special Instructions for tenderers

- 1) The rate quoted must be exclusive of GST and should be for mentioned unit size and for the given specification. **The rates quoted should be in rupees and paisa up to 2 digits.**
- 2) MRP of each item should be mentioned/listed along with price quoted for SGRH in the bid document.
- 3) SGRH will not own any responsibility of issuance of any form of road permits/concessional forms or clearance of consignment from road, rail & air transport.
- 4) All supplies to be made through GST compliant invoice.
- 5) Rates quoted must be inclusive of Customs duty, packing & forwarding charges, transportation, insurance and any incidental charges, but exclusive **GST**.
- 6) Rates quoted must be on Free Delivery on Door Delivery Basis to Receiving department; Sir Ganga Ram Hospital, New Delhi and all the transit loss if any will be borne by the supplier (any monetary limit is not acceptable).

- 7) The approved authorized supplier must ensure ready stocks of all approved items to cater the immediate needs of the hospital on all days/times.
- 8) The company/Supplier must furnish batch report of its supplies to SGRH as and when asked for within 7 working days.
- 9) No conditional offer will be accepted. Any conditional price /rate quote shall render the financial BID disqualified on ground of conditionality.
- 10) Withdrawal of any rates after award of rate contract to the Tenderer will render the, entire offer invalid and also may involve administrative action against the Bidders and forfeiture of submitted EMD.
- 11) The prices quoted by the Bidders should be on firm and fixed basis covering the tender period.
- 12) For drugs falling under Drugs Price Control Order, the prices quoted should not exceed the ceiling price of DPCO/NPPA.
- 13) The purchaser reserves the right to accept in part or in full any Tender or reject any Tender without assigning any reason or to cancel the E-Tendering process and reject all Tenders at any time prior to award of contract, without incurring any liability whatsoever to the affected Tendered or Bidders.
- 14) The purchaser may demand to see the original document or submission of attested /certified copy of any document which has been submitted online or other document(s) requiring clarification
- 15) Any action on the part of tenderer to influence authorities in SGRH will be seen as offence. The firm may be debarred from participation in current and/or future tenders and blacklisted for above reasons.
- 16) GST (Goods and Services Tax)-The Tenderers must indicate the rate of GST applicable separately and payable by them. In case no information is given, it shall be presumed that rate is inclusive of GST and no GST shall be charged by them under any circumstances.
- 17) The Price Bids of only those tenderers whose tender documents are found responsive on satisfying the criteria of technical evaluation will be considered and only they shall be eligible for consideration of tender
- 18) It is mandatory to mention HSN code of all quoted items.

Online Submission of Bids

1. The tenders will be received online through portal <https://etender.sgrh.com>.
2. Tenderers are advised to follow the instructions provided in the 'Instructions to the tenderers for the e-submission of the bids online through the Portal for e Procurement at <https://etender.sgrh.com>
3. Tenderer should take into account any corrigendum published on the tender document before submitting their bids.
4. Tenderer, in advance, should get ready the bid documents to be submitted as indicated in the tender document and all documents must be uploaded in PDF format.
5. Tenderer should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
6. SGRH has provided list of generics based on previous consumption pattern. Tenderer must select the generic name to be quoted in the available strength & specifications, then select the item name from drop down list if supplied previously and if not available in drop down list, the item name may be created after selecting the right generic, he wish to quote.
7. In case generics drug specifications like strength, dosage form, packing, description etc. are not available in schedule of requirements ; tenderer must post his query on the portal for allowance of new generic. The decision for permitting to quote generics having specifications not mentioned in the schedule of requirements lies purely at the discretion of tender committee. In no case, quote should be submitted against wrong specifications.
8. Once the details have been entered, the bidder should save the entered data.
9. After the complete data is entered, Tenderer is required to submit it online. After successful submission of online tender, No changes will be allowed in portal.
10. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid by tenderers and for future reference.
11. The submitted quote should tally with the printout generated.

PART III – GENERAL TERMS & CONDITIONS OF RFP

Firm Delivery Period Clause

1. The time for and the date of delivery of ordered items in the supply order shall be deemed to be the essence of the contract and delivery must be completed within stipulated Date of Delivery which is mentioned in Purchase order.
2. The tenderer should strictly comply with the delivery period for completion of supply from date of placement of individual supply orders, against the Rate Contract as mentioned in the purchase order.
3. If at any time during the performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the facts of the delay its likely duration and its clause(s).
4. As soon after receipt of the suppliers notice, the purchase department shall evaluate the, situation and may at discretion of competent authority extend the suppliers time for supplying goods in which case the extension shall be provided by amendment of the purchase order.
5. It shall be lawful for purchaser to withdraw the supply order in case of non-intimation, and award the order to other approved tenderer for which the default tenderer shall have no claim in respect of such withdrawals.
6. The SGRH shall have the rights to make any alterations, omissions, addition 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 Addl 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.

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 deemed fit by the management.

Penalty Clause:

If the supplier fails to deliver any or all of the goods within the time period(s) specified in the purchase order, the purchaser shall impose penalty @ 5% of amount for supplies executed after expiry of initial delivery period.

Receipt / Rejection of material

- 1) The supplies must be executed strictly as per purchase order specifications to the receiving department-SGRH within working hours on all working days.
- 2) It is responsibility of supplier to ensure completion of supplies on/before last day of validity of purchase order.
- 3) In case, last day validity of purchase order being holiday/Sunday, the supplies must be executed on previous working day and supplier must ensure in all cases that supplies are executed before the expiry of validity of purchase order.
- 4) Material not conforming to specifications as approved in tender must not be supplied unless approved by competent authority and intimated in writing.
- 5) Material supplied must be in proper packing / cartons / boxes mentioning clear and legible labels.
- 6) Any damaged / tampered/ unclear labeled material shall be out rightly rejected for acceptance at receiving department.
- 7) Material must be supplied strictly as per mentioned storage conditions with coolant in ice boxes wherever 2 to 8 degrees applies.
- 8) Material rejected by SGRH and notified for return must be removed within 7 working days from hospital premises, failing which SGRH will be at liberty to dispose off in any manner without recourse to the supplier at the supplier cost and no payment be made for items rejected.
- 9) No suit, prosecution or any legal proceedings shall lie against the Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.

Non Moving / Short expiry / Expiry

- 1) It will be the responsibility of tenderer to obtain feedbacks from SGRH about their item movement.

- 2) Slow moving items must be accepted as returns from the hospital by the company / supplier and credit note provided in lieu.
- 3) Items must be accepted as returns from the hospital by the company/supplier for items expiring in next 3 months and within 6 months after expiry and credit note provided in lieu.
- 4) All items notified for Non-moving/Short expiry/Expired must be removed from hospital premises within 7 working days after formal notification.
- 5) SGRH reserves the right to impose appropriate penalty for non-compliance and dispose of items at vendor cost incase items are not removed from SGRH premises after notification.
- 6) For all items accepted as returns, it is the responsibility of tenderer to ensure submission of credit note to SGRH in lieu, failing which the amount may be recovered by deducting from current outstanding amount of the vendor.

Payment Terms

Normal payment terms for supplies made under rate contract are 60 working days after due acceptance and approval of stores by appropriate authority, unless otherwise agreed upon and mentioned in Purchase order.

Advance Payment: No Advance Payment will be made.

- Payments made within 40 working days, discount @ 1% will be deducted.
- Payments made within 30 working days, discount @ 2% will be deducted.
- Payments made within 20 working days, discount @ 3% will be deducted.

Vendor must submit their consent in writing for applicability of payment terms from above mentioned slabs

Minor Infirmary/Irregularity/Non-Conformity

If during the preliminary examination, the purchaser find any informality and / or irregularity and/or non-conformity in a tender, the purchaser wherever necessary will convey its observation on such issues to the tenderer on e-tender portal by asking the tenderer to respond by a specified date. If the tenderer does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, that tender will be liable to be ignored.

Rate Contract

The Rate Contract shall be operative for a period of two years from the date of its finalization i.e. from the date of issue of Rate Contract with a condition that in case if there is a fall in final cost due to reduction in cost of raw material, custom duty exemption etc. the manufacturer will have to reduce the price proportionately to extend the benefit of such reduction to Sir Ganga Ram Hospital.

SGRH at its discretion reserves the right to enter into rate contract with one or more bidders in respect of any or all items.

The Contract Holding Firm shall note that supply orders may be placed up to the last day of the Rate Contract.

Whenever any Purchase Order is placed during the validity of the contract it shall be binding on the firm to supply it as per Schedule given by the purchaser.

The tender / contract so entered , if deemed necessary can be extended beyond its expiry up to six months, unilaterally by the hospital on existing terms & conditions and thereafter another six months with mutual consent.

Shelf Life

Tenderer must ensure that minimum shelf life of the drugs supplied shall not have passed more than one sixth (1/6th) of the effective/useful life of the drug counted from the date of manufacture, wherever feasible

Loss or premature deterioration due to biological and other activities during the life potency of the drugs shall have to be made good by the supplier free of cost by either replacement or return

Drugs where expiry date is less than 6 months must not be supplied without obtaining approval for supply from competent authority along with undertaking to receive back in case of non-usage.

Recalls

If products must be recalled because of problems with product quality or adverse reaction to the pharmaceutical, the supplier will be obliged to notify the purchaser, providing full details about the reason leading to the recall, and shall take steps to replace the product in question at suppliers own cost at the ultimate destination with a fresh batch of acceptable pharmaceuticals or withdraw and give a full refund if the product has been taken off the market due to safety problems

PART IV – SPECIAL TERMS & CONDITIONS OF RFP

Law: The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

Resolution of Disputes

The purchaser and the supplier, shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or In connection with the contract

If, even after the commencement of such informal negotiations, the purchaser and the supplier have been unable, to resolve amicably a contract dispute, either party may require, that the dispute be referred for resolution, to the formal mechanism specified.

The dispute resolution mechanism to be applied; shall be as follows:

In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by Chairman, Board of Management, Sir Ganga Ram Hospital, New Delhi.

The decision of arbitrator shall be final and binding on both parties.

The venue of arbitration shall-be New Delhi.

Indian laws shall govern this contract and the courts at New Delhi shall have exclusive jurisdiction over all disputes and differences arising out of or in connection with this.

Termination of rate contract

The purchaser may terminate the contract by providing written notice for termination to the tenderer during the tender period by mentioning reasons in writing / in case of event referred as:

If the tenderer does not remedy a failure in performance of their obligation under the contract.

If the tenderer in the judgment of purchaser has engaged in corrupt/fraudulent practices in competing or in execution of contract.

Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing

made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

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. In exceptional cases the sole discretion of considering the rate revision shall remain with Chairman, Board of Management. However, in case of decrease in MRP, the rate should be proportionately revised.

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.

Force Majeure

1) The supplier shall not be liable for forfeiture of its performance security, penalty or termination for default if and to the extent that, its delay in performance or other failure to perform its obligations under the contracts is the result of an event of force majeure

2) For the purpose of this clause, force majeure means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable and unanticipated by and not brought about at the instance of the supplier and which has caused the non-performance or delay in performance.

3) If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing the supplier shall continue to perform its obligations under the contract as far as reasonably practical and seek all reasonable alternative means for performance not prevented by the force majeure event

Fall Clause

The Bidder should confirm acceptance to the fall clause given herein under:

The price charged for the items supplied under the contract by the tenderer shall in no event exceed the lowest price at which the tenderer sells the items or offers to sell item of identical description to any persons / organizations including the purchaser or any other hospital as the case may be during the period till performance of all supply orders placed during the Rate Contract is completed.

In any subsequent date after submission of the quotation or placing of a supply order, the manufacturer (the term manufacturer will also include his authorized distributor/agent) reduces the sale price of such items“ In case there is a fall in the institutional price due to reduction in price of raw material, customs duty exemption etc. the manufacturer will have to reduce the price proportionately ” or sells or offers to sell such items to any other party at a price lowest than the price charged/chargeable against the supply order placed, the manufacturer (including his authorized distributor/agent as aforesaid in case the quotation is submitted by them and the supply is also effected by them) will forth-with notify such reduction in sale price to the purchase department-SGRH and the price payable for the items to be supplied against the supply order after the date of such reduction in sale price coming into force, shall stand correspondingly reduced.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES AND SPECIMENS

Evaluation Criteria: The broad guidelines for evaluation of bids will be as follows.

In respect of two bids System, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the authorization by the manufacturers as asked in the bid document. The compliance of Technical bids would be determined on the basis of the parameters like quoting for manufacturer from amongst the list enclosed with this RFP, valid vendor authorization letter from the manufacturer, uploading of the complete bid documents duly signed, acceptance of terms, payment terms etc. specified in the RFP. **The Financial bids of only those vendors who qualify in the technical evaluation will be opened.**

The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format. The consideration of taxes and duties in evaluation process will be as follows:

No taxes and duties quoted by the Bidders will be considered. The basic rate will form the sole criteria for deciding L1 bidder.

The Bidders are required to spell out the rates of GST in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entertained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily.

The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

Specimens of the affidavits: Specimen 1 , 2 3 , 4

Specimen -1

Tenderer information form

(Performa to be filled in by the Bidder)

(I) General Information

1. Name of the firm:
2. Address:
3. Email & Telephone No:
4. Whether the firm is Indian / Multi-national:
5. Constitution of the firm weather proprietorship / partnership / corporate:
6. Person responsible for conduct of business:
7. Details of partners / Directors
8. Particulars of Licenses held under Drugs & Cosmetics Act & the details. (If the license is under renewal. Certificate from the Drug Controller that the License is under renewal and deemed to be in force should be enclosed:

9. Details of all manufacturing units of the drugs quoted by the Bidder, which are registered / applied for registration with-Name, Address, Categories of Pharmaceutical dosage forms for supply of which registered, Validity period of registration.
10. Has the firm even been convicted, if yes give details:
11. Any case pending in Court with details:
12. Have the firm ever been black listed / debarred by any procurement agency. If yes, details thereof.
13. Has the firm ever been debarred / black listed for supply of drug / drugs by Sir Ganga Ram Hospital. If yes, give details.

(II) Financial

1. Name and address of the bankers to the firm and the facilities available for the bank.
2. PAN Number
3. GST Registration Details
4. Annual turnover of the firm:

DECLARATION:

I _____ proprietor / partner / director of M/s _____ hereby declare that the information given in this form is true and correct to the best of my knowledge and belief.

(Signature of the Bidder)
Name in block letters _____

Capacity in which the
Tender has been signed with stamp/seal _____

Address in full _____

E-mail Address _____

Fax No. _____

Telephone No. _____

Date _____

Specimen-2

Affidavit regarding De-Registration/ Debarred / Blacklisted / Banning / Suspended for Business

(To be submitted by the Bidder on non-judicial stamp paper of Rs 10/- duly notarized)

To,

(Name of purchaser)

Sub: Affidavit

Regarding de-registration/ debarred / blacklisted / banning / suspended for business etc.

Ref Tender Reference No _____ due on.....

I/We _____ certify that we have not been de-registered or debarred or blacklisted or banned / suspended for business for any product or constituent of the product we have quoted, by any Govt. or Private institution or hospital or in past by Sir Ganga Ram Hospital, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the Instructions to Bidders and the Purchaser shall be entitled to reject our BID and forfeit the BID Security for the product quoted, submitted by us against this Tender.

I/We _____ also certify that there is no case pending for decision against the firm or us in court of law / Vigilance / CBI as on date.

Place _____ Name _____ Designation _____ Common Seal _____

Specimen-3

Affidavit regarding lowest rates, Bonus and schemes

(To be submitted by the Bidder on non-judicial stamp paper of Rs 10/- duly notarized)

To,

(Name of purchaser)

Sub: Affidavit

Regarding lowest rates, bonus and schemes

Ref Tender Reference No: Group IX Generic medicines supplies for the period Sep 2021 to Aug 2023

I/We_____ certify that the rates quoted for the 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 Addl Director Admin, SGRH and the price payable to stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced. The benefits of all bonus schemes / free schemes will be informed and passed on to SGRH so as the benefits could be availed by SGRH on time.

I/We_____ also certify that in case of any default & failure to inform such reduction, free schemes/bonus and if applied elsewhere by the firm and brought to notice of Addl 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 outstanding/ security deposit or any future good to be supplied. SGRH reserves the right to take any other action as may be deemed fit and appropriate by Sir Ganga Ram Hospital

Place _____ Name _____ Designation _____ Common Seal _____

Specimen-4

(To be given on Company Letter Head)

To
The Addl Director-Administration
Sir Ganga Ram Hospital
Rajinder Nagar

New Delhi-110060

Sub: Letter of Undertaking and Acceptance of Terms & Conditions of Tender.

Tender Reference No: Group IX Generic medicines supplies for the period Sep 2021 to Aug 2023

Sir,

I/We hereby offer to supply the stores/items detailed in the Tender Document, or such portion thereof as you may specify in the order, at the price given in the Price Bid and agree to hold this offer open till 180 days extendable for a period of another 180 days from the last date of submission of the bids (fixed initially in the publication of the tender) from the date of the Tender opened or extended date of opening.

I/We have read and understood the Tender Document and instruction to Bidders mentioned in therein which form part of the contract /agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and examine the specifications quoted in the Tender hereto and am/are fully aware of the nature of the stores/items required and my/our offer is to supply stores/items strictly in accordance with the requirement.

I/We further convey our unconditional acceptance to all your standard terms and conditions specified in the Tender Document (s)/ Corrigendum(s) and the instructions to Bidders, in toto.

I/We also hereby certify that we have submitted all the documents as mentioned in the check list and if any of the information submitted by us, is found false/incorrect, Tender Inviting Authority has full right to reject our tender and debar to participate in any procurement process for a period as decided by management-SGRH from the date of debarment.

In case any provisions of this tender are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

All the Tender documents are duly filled in and signed by me/us with stamp / seal without any alteration in the prescribed proformas.

Yours faithfully,
(Signature of Bidder)

Name in Block Letters_____

Capacity in which Tender has been signed
With rubber seal _____

Address in Full _____

Date:

Place:

Authorized signatory should attach letter of authority on the letter head of the firm duly signed by a Proprietor / partners / companies through memorandum of association / board meeting