

**M. L. B. Medical College & Hospital  
(Office of the Principal)  
Uttar Pradesh, Jhansi – 284128**

Telephone: (0510) 2320858

Fax: (0510) 2321610  
Website: [www.mlbcj.in](http://www.mlbcj.in)

**COMPETITIVE E-BIDDING FOR SUPPLY OF MEDICINES FOR M.L.B. MEDICAL  
COLLEGE, JHANSI – 284128, UTTAR PRADESH.**

e-bid REFERENCE :	:	/mlbmc /Medicine/e-tender-III,2018-19.
LAST DATE AND TIME FOR SUBMISSION OF E-Bids	:	27/08/2018 – 04:00 P.M.
DATE AND TIME OF OPENING OF ON-LINE TECHNICAL e-Bids	:	28/08/2018 – 03:00 PM
PLACE OF OPENING OF e-Bids :	:	Committee Room, Principal Office M.L.B. Medical College, Jhansi.-284128, U.P.
ADDRESS FOR COMMUNICATION :Jhansi. U.P.-284128.	:	Principal, M.L.B. Medical College, .
e-Bid EMD	:	1,00,000/-
<b>e-Tender Document Processing Fee / Cost :</b>		<b>1,180/-(Including GST)</b>

It will be the responsibility of the e-Bidders to check U.P. Government e-Procurement website <http://etender.up.nic.in> for any amendment through corrigendum in the e-tender document. In case of any amendment, e-Bidders will have to incorporate the amendments in their e-Bids accordingly.

**Office of M.L.B. Medical College & Associated Hospital  
Jhansi (U.P.)-284128**

Tel No. (0510) 2320858, Fax: (0510) 2321610

**Third e- tender notice**

No. /MLBMC/Medicine/e tender-III/2018-19 dated-

**Online e-bids are invited for procurement of Medicines from Original Manufacturers for the period of financial year 2018-2019 or up to the finalization of next tender in the next financial year 2019-2020 having performance of marketing and manufacturing certificate issued by the State Drug Control Authority / Licensing Authority and quality & safety certification of any authorized National / International standards like GMP/WHO/IPF/US-FDA/CEE/ISO/DGQA certificate etc. The e-bid EMD is Rs. 1,00,000/- (Rupees One Lakhs). The e-tender document processing Cost is Rs. 1,180.00 (1,000.00+18% G.S.T.) only . The details for submission of e-bids will be available in the e-tender document on the UP Government e-Procurement website <http://etender.up.nic.in> or Medical College website [www.mlbmcj.in](http://www.mlbmcj.in) from 08/08/2018. Last date for submitting tender / e-bid shall be 27/08/2018 at 4:00 PM. The Principal Medical College Jhansi reserves the right to cancel any or all the e-Bids/ anual e-Bidding process without assigning any reason and decision of The Principal Medical College Jhansi will be final and binding.**

**(Sadhna Kaushik)  
Principal**

**CHECK LIST****E- Tender Number.****/MLBMC/Medicine/e tender-III/2018-19****Dated.....****Tender for Medicines****IMPORTANT:-**

- The tenderer are hereby instructed to arrange the required tender documents as per check list and must mentioned the page numbers against each column of the check list.
- All papers submitted must be numbered and signed by tenderer.**
- All paper submitted must be strictly in order as per check list.**

S.No.	Clause	Instruments/Documents required	Page No.
1.	ITB Clause 6.1(a) (i)	Scanned Copy of e-Tender Document Processing Cost	
2.	ITB Clause 6.1 (a) (i)	Scanned Copy of Earnest Money Deposit	
3.	ITB Clause 6.1 (a) (iii)	Filled-in e-Bid Form as per Terms & Conditions of e-tender document - Form III(A) and Form III (B)	
4.	ITB Clause 6.1 (a) (iv)	Filled in Technical Specifications as specified in tender - Form III(C)	
5.	ITB Clause 6.1 (b) (i)	Filled in e-Bid Form as per Terms & Conditions of e-tender document - Form IV(A)	
6.	ITB Clause No 14.2	Authorization Letter/ Power of Attorney to sign the Bid documents.	
7.	ITB Clause No 21.6	Details of last 03 consecutive financial years, duly certified by Chartered Accountant and Copy of Balance Sheets	
8.	ITB Clause No 21.8	Name of the dealer/distributor by way of a declaration	
9.	ITB Clause No 21.9	Affidavit on Non-Judicial Stamp Paper of 100/- stating the facts as enumerated in the clause & non conviction certificate	
10.	ITB Clause No 21.7	Income Tax Clearance/ Assessment and copy of return file in the concerned department	
11.	Section III (D)	General Information/ Capability Statement Form Sec. III(D)	
12.		Status of the Bidder - Manufacturer or Importer giving names of Directors/ Partners/ Proprietor along with the relevant documents.	
13.		GST Registration No. & duly certified copies of latest G.S.T.	
14.		Name of Agency for quality certification e.g. GMP/ WHO/IPF/USFDA/ CEE/ISO/ DGQA etc	
15.		Details of Drug Manufacturing License as per norms of Revised "Schedule M" along with approved drugs list issued by the State Drugs Control Authority/ Licensing Authority/Import licence details	
16.		Manufacturing & marketing certificates	
17.		Income Tax Registration No	
18.		Particulars of Performance of manufacturing and marketing Certificate issued by the State Drugs Control Authority / Licensing Authority.	
19.		Photocopy of the Rate Contracts, if quoted items are approved in any Rate Contract in bidder's favour in any Institution	
20.	Section III (E)	Performance statement	
21.	Section I- 6.1 (a) (iii)	The whole Tender Document of 24 Pages including Terms and Conditions, duly signed by the Bidder must be uploaded by the Tenderer, justifying that the Tenderer is complying and bound with all the terms and conditions of the Tender.	
<b>INSTRUMENTS REQUIRED TO BE SUBMITTED IN PHYSICAL FORM, BEFORE OPENING OF E-BIDS</b>			
1.		e-Tender Document Processing Cost	
2.		Earnest Money Deposit	

**I hereby certify that I have read the tender notice, tender document, terms & conditions of the tender & agree to comply all the terms & conditions / directions given there in**

**TENDER NO. & NAME**

**Signature of Tenderer  
Name, Designation & Seal**

## INVITATION FOR e-Bids

Online e-bids are invited for supply of Medicines from reputed original manufacturers for Principal M.L.B. Medical College, Jhansi (U.P.) in two bid system to be submitted electronically on Govt. e Portal <http://etender.up.nic.in>.

1. Bidders are advised to study the tender Document carefully. Submission of e-Bid against this tender shall be deemed to have been done after careful study and examination of the procedures, terms and conditions of the tender Document with full understanding of its implications.
2. The e-Bid prepared in accordance with the procedures enumerated in term & conditions, should be submitted through e-Procurement website <http://etender.up.nic.in>.
3. The tender document is available at e-Procurement website <http://etender.up.nic.in> or Medical College Jhansi website [www.mlbmcyj.in](http://www.mlbmcyj.in) from 08/08/2018. Interested bidders may view, download the e-Bid document, seek clarification and submit their e-Bid online up to the date and time mentioned in the table below:

(a)	Date of publication of e-tender notice & availability of Tender Document.	Tender Notice has been published over e-Procurement website <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Medical College Jhansi website <a href="http://www.mlbmcyj.in">www.mlbmcyj.in</a> and tender. Document will be available from 10:00 AM on dt. 08/08/2018 at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Medical College Jhansi website <a href="http://www.mlbmcyj.in">www.mlbmcyj.in</a>
(b)	Availability of tender document on website	Dt.08/08/2018 from 10:00 AM at e-Procurement web site <a href="http://etender.up.nic.in">http://etender.up.nic.in</a> and Medical College Jhansi website <a href="http://www.mlbmcyj.in">www.mlbmcyj.in</a>
(c)	Date & Time for seeking Clarification, if any	Dt. 08/08/2018 from 10:00 AM.
(d)	Last Date & Time of Clarification	Dt. 27/08/2018 up to 2:00 P.M
(e)	e-Bid submission start date & time (Submission of e-tender fee, EMD and other supporting documents in PDF/XLS format)	Dt. 08/08/2018 from 10:00 AM
(f)	Last Date & Time for submission of e-Bid Tender	Dt. 27/08/2018 up to 4.00 PM
(g)	Online technical e-Bid opening date & time	Dt. 28/08/2018 at 03:00 P.M.
(h)	Online financial e-Bid opening date & time (Only of technically qualified bidders)	Will be Communicated to the Technically Qualified Bidders by E.mail/Fax/on Medical College Jhansi website <a href="http://www.mlbmcyj.in">www.mlbmcyj.in</a>
(i)	Venue of opening of technical & financial e-Bid	Committee room of Principal office M.L.B. Medical College, Jhansi.(U.P.)
(j)	Contact No.	Tel No. (0510) 2320858, Fax: (0510) 2321610
(k)	Cost of e-Bid document	Rs. 1,180.00 (with 18% G.S.T.), Non refundable
(l)	e-Bid Earnest Money	1,00,000/- (Rupees One Lakh Only)
(m)	Last Date & Time for submission of hard copy of Technical Bid	Dt. 28/08/2018 up to 02.00 PM by hand or by registered post, before opening of technical bid.

4. The bidders need to submit the proof/cost of e-Bid document/processing as stated in the above table through Demand Draft in favour of Principal, Medical College, Jhansi, payable at Jhansi. The scanned copy of the Demand Draft must be enclosed along with the e-Bids but the original Demand Draft should reach the Office of the Principal, Medical College Jhansi/Purchaser at Jhansi before 02.00 P.M. of dt. 28/08/2018.
5. All e-Bid must be accompanied by e-Bid Earnest Money Deposit (EMD) in the form of minimum two years validity from a Nationalized Bank Fix Deposit Receipt (FDR) / Term Deposit Receipt (TDR) only, drawn in favour of Principal, Medical College, Jhansi, payable at Jhansi. The EMD must be issued by Company Account. The scanned copy of the e-Bid EMD must be submitted

- along with the e-Bid and the original should reach the Office of the Principal, M.L.B. Medical College, at Jhansi, before 02.00 P.M. of dt. 28/08/2018. No Interest would be payable on e-Bid (Earnest Money) deposited with the Medical College Jhansi.
6. The e-Bids will be electronically opened in the presence of bidder's representatives, who choose to attend at the venue, date and time mentioned in the above table. An authority letter of bidders' representative will be required to be produced.
  7. Medical College Jhansi reserves the right to cancel any or all the e-Bids/annul the e-Bid process without assigning any reason thereof. The decision of Principal Medical College Jhansi will be final and binding.
  8. In the event of date specified for e-Bids opening being declared a holiday for the office of the Medical College Jhansi, then the due date for opening of e-Bids shall be the following working day at the appointed time and place.
  9. All the required documents including Price Schedule/BOQ should be uploaded by the e-Bidder electronically in the PDF/XLS format. The required electronic documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) schedules/packets can be clubbed together to make single different files for each label.
  10. The companies/firms who are registered at e-Procurement portal for e-tendering with U.P. Electronics Corporation Limited (UPLC), 10 Ashok Marg, Lucknow, would only be eligible for participating in this e-tender as well as in e-tendering system of U.P. Govt. departments. All companies/firms who have not registered themselves with U.P. Electronics Corporation Ltd for e-tendering till date can get their registration done by depositing a filled in form issued by U.P. Electronics Corporation Ltd along with registration fee of Rs.6000.00 (Rupees Six thousand only) or as required by U.P.L.C. for participating in this e-tender. The companies/firms, who are not having digital signature, can also get their digital signature on deposit of processing fees of Rs.1,500.00 (Rupees One Thousand Five Hundred only [Taxes Extra]) or fee as required. The companies/firms may contact the officials on phone numbers (0522) 4130303 (Extn: 305/ 307) or (M: 09721451211), for their Registration/Digital Signature Certificate related queries.

## **SECTION I : INSTRUCTIONS TO BIDDERS (ITB)**

### **(A) THE BID DOCUMENT**

#### **1- Cost of e-Bid**

- a) The bidder shall bear all costs associated with the preparation and submission of its e- Bid and M.L.B. Medical College Jhansi hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the e-Bid process.
- b) This tender document is available on the web site <http://etender.up.nic.in> and [www.mlbcj.in](http://www.mlbcj.in) to enable the bidders to view, download the e-Bid document and submit e-Bids online up to the last date and time mentioned in e-Tender notice/e-tender document against this e-Tender. The bidders shall have to pay e-Tender document fee of Rs.1,180.00 (Rupees One Thousand One Hundred Eighty Only) through Demand Draft from any Nationalized Bank payable in favour of Principal, Medical College, Jhansi payable at Jhansi. The scanned copy of the Demand Draft must be enclosed along with the e-Bid but the original Demand Draft should reach the Purchaser's office before 02.00 P.M. of dt. 28/08/2018. This e-tender document fee of Rs. 1,180.00 will be non-refundable.

#### **2- Contents of e-Bid Document**

- 2.1 The goods required to be supplied; e-Bid procedure and contract terms and conditions are prescribed in the e-Bid document. The e-Bid document includes:

Invitation for e-Bid  
Section I : Instruction to bidders (ITB);  
Section II : Conditions of Contract (CC);  
Section III : Technical e-Bid;  
Section IV : Financial e-Bid;

- 2.2- The bidder is expected to examine all instructions, forms, terms and specifications in the e-Bid document. Failure to furnish all information required as per the e-Bid document or submission of e-Bid not responsive to the e-Bid document in every respect will be at the bidder's risk and may result in rejection of the said e-Bid.

**3- Clarification of e-Bid Document**

A prospective bidder requiring any clarification of the e-Bid document may raise his/her point of clarification through Bid Management Window after successfully login to the e-Procurement website <http://etender.up.nic.in>. The bidder may seek clarification by posting query in the relevant window after clicking "Seek Clarification" option in the view e-tender details window for e-tender, which can be selected through my tender option of e-Bid submission menu. The clarification will be replied back by the Purchaser through the e-Procurement website which can be read by the bidder through the "Clarification" option under Bid Submission menu. The Purchaser may also respond to clarifications raised by the prospective bidders on Purchaser's e-mail address mentioned in the Website of Medical College, Jhansi.

**4. Amendment of e-Bid Document**

- 4.1 At any time prior to the deadline for submission of e-Bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the e-Bid document by amendments. Such amendments shall be uploaded on

the e-Procurement website <http://etender.up.nic.in> and Purchaser's web site [www.mlbcj.in](http://www.mlbcj.in) through corrigendum and shall form an integral part of e-Bid document. The relevant clauses of the e-Bid document shall be treated as amended accordingly.

- 4.2 It shall be the sole responsibility of the prospective bidders to check the web site <http://etender.up.nic.in> and [www.mlbcj.in](http://www.mlbcj.in) from time to time for any amendment in the e-tender document. In case of failure to get the amendments, if any, the Purchaser shall not be responsible for it.

- 4.3 In order to allow prospective e-Bidders a reasonable time to take the amendment into account in preparing their e-Bids, the Purchaser, at his discretion, may extend the deadline for the submission of e-Bids. Such extensions shall be uploaded on the e-Procurement website <http://etender.up.nic.in> and Purchaser's web site [www.mlbcj.in](http://www.mlbcj.in).

**(B) PREPARATION OF e-Bid**

**5 Language of e-Bid**

- 5.1 The e-Bid prepared by the bidder, as well as all correspondence and documents relating to the e-Bid exchanged by the bidder and the Purchaser shall be written either in English or Hindi language. The correspondence and documents in Hindi must be accompanied by embedded/separate Hindi font files. Only English numerals shall be used in the e-Bid.

**6 Documents Constituting the e-Bid**

- 6.1 The e-Bid prepared by the bidder shall comprise the following components:

- (a) **Technical e-Bid** - Technical e-Bid will comprise of:

- (i) **Fee Details** – includes copies of e-tender document processing cost and e-Bid Earnest Money Deposit (EMD) furnished in accordance with ITB Clause 12 in PDF format.

- (ii) **Qualification Details** – includes copies of required documents as per ITB Clauses 10 and 11 in PDF format justifying that the bidder is qualified to perform the contract if his/her bid is accepted and that the bidder has financial, technical and production capability necessary to perform the contract and meets the criteria outlined in the Qualification Requirement and Technical Specification and fulfill all the conditions of the Contract and that the goods and ancillary services to be supplied by the bidder conform to the e-Bid document and Technical Specifications.

- (iii) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-III(A) of e-tender document in PDF format justifying that the bidder is complying with all the conditions of the Contract and Technical Specifications of the e-Bid Document as no deviation will be

acceptable to the Purchaser. The whole Tender Document including Terms and Conditions, duly signed by the Bidder, must be uploaded by the Tenderer, justifying that the Tenderer is complying and bound with all the terms and conditions of the Tender.

- (iv) **Technical Specification Details** – includes copy of filled in Technical Specifications as per Section-III(C) and its schedule of e-tender document in PDF format.
- (b) **Financial e-Bid** – Financial e-Bid will comprise of:
  - (i) **e-Bid Form** – includes copy of filled in e-Bid Form as per Section-IV (A) of e-tender document in PDF format.
  - (ii) **Price Schedule/BOQ** – includes Price Schedule/BOQ in XLS format to be filled in after downloading from the e-Procurement website for this e-tender.

## **7 e-Bid Form**

- 7.1 The bidder shall complete the e-Bid Form and the appropriate Price Schedule/BOQ furnished in the e-Bid document, including the goods to be supplied, their quantities and prices in the format given in the e-Bid document.

## **8 e-Bid Price**

- 8.1 The bidder shall quote separately in the downloaded spreadsheet file for the Price of Medicines.
- 8.2 The price of Medicines (ex-factory,) excluding all duties and sales and other taxes already paid or payable:
  - (a) On components and raw material used in the manufacture or assembly of goods / items quoted ex-works or ex-factory.
- 8.3 Prices quoted by the bidder shall be fixed during the bidder's performance of the Contract and not subject to variation on any account subject to ITB Clause 25.1. An e-Bid submitted with an adjustable price quotation unless asked for shall be treated as non-responsive and rejected.

## **9 e-Bid Currencies**

Prices shall be quoted in Indian Rupees only.

## **10 Documents establishing bidder's Qualification**

- 10.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its Technical e-Bid, documents establishing the bidder's qualification to perform the Contract if its e-Bid is accepted. The documentary evidence should be submitted by the bidder electronically in the PDF format.
- 10.2 The documentary evidence of bidder's qualification to perform the Contract if its e-Bid is accepted shall be as per Qualification Requirements specified in e-tender document.

## **11 Documents Establishing Goods' Conformity to e-Bid Documents**

- 11.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, documents establishing the conformity to the e-Bid documents of all goods and services which the bidder proposes to supply under the contract. The documentary evidence should be in the PDF file format.

## **12 e-Bid Earnest Money Deposit (EMD)**

- 12.1 Pursuant to ITB Clause 6, the bidder shall furnish, as part of its e-Bid, an e-Bid EMD of Rs 1,00,000/- (Rupees One Lakhs only) in the form of minimum two years validity from any Nationalized Bank, Fix Deposit Receipt (FDR) / Term Deposit Receipt (TDR) only, in favour of Principal, Medical College Jhansi payable at Jhansi. The scanned copy of the e-Bid EMD must be submitted along with the e-Bid and the original should reach the Purchaser's office at Jhansi before 02.00 P.M. of dt. 28/08/2018.
- 12.2 The e-Bid EMD is required to protect the Purchaser against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 12.7.
- 12.3 The e-Bid EMD shall be in Indian Rupees and shall be in the following forms only: Fix Deposit Receipt (FDR) / Term Deposit Receipt (TDR) only payable in favour of Principal, Medical College, Jhansi, payable at Jhansi. Bidder may submit the bid EMD of the above

amount in the form of minimum two years validity from any Nationalized Bank, Fix Deposit Receipt (FDR) / Term Deposit Receipt (TDR) only payable in favour of Principal, Medical College, Jhansi.

- 12.4 Any e-Bid not secured in accordance with ITB Clauses 12.1 and 12.3 above shall be treated as non-responsive and rejected by the Purchaser.
- 12.5 Unsuccessful bidder's e-Bid EMD will be returned upon the written request as promptly as possible after the expiration of the period of e-Bid validity prescribed by the Purchaser, pursuant to ITB Clause 13.
- 12.6 The successful bidder's e-Bid EMD will be adjusted upon the bidder signing the Agreement, pursuant to ITB Clause 28, and furnishing the performance security, pursuant to ITB Clause 29.
- 12.7 The e-Bid EMD may be forfeited:
  - (a) If a bidder:
    - (i) withdraws its e-Bid during the period of e-Bid validity specified by the bidder on the e-Bid Form; or
    - (ii) does not accept the correction of errors pursuant to ITB Clause 22.2; or
    - (iii) modifies its e-Bid price during the period of e-Bid validity specified by the bidder on the e-Bid form; or
  - (b) in case of a successful bidder, if the bidder fails:
    - (i) to sign the Agreement with the Purchaser in accordance with ITB Clause 28; or
    - (ii) to furnish performance security in accordance with ITB Clause 29.

### **13 Period of Validity of e-Bid**

- 13.1 e-Bid shall remain valid for the period of financial year 2018-19 or up to the finalization of next tender in the next financial year 2019-20 from the date of e-Bid opening prescribed by the Purchaser, pursuant to ITB Clause 16. An e-Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 13.2 In exceptional circumstances, the Purchaser may solicit the bidder's consent to an extension of the period of e-Bid validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting its e-Bid EMD. A bidder granting the request will not be required nor permitted to modify its e-Bid.

### **14 Format and Signing of e-Bid**

- 14.1 The bidder shall prepare one electronic copy each of the Technical e-Bid and Financial e-Bid separately.
- 14.2 The e-Bid document shall be digitally signed, at the time of uploading, by the bidder or a person or persons duly authorized to bind the bidder to the Contract. The later authorization shall be indicated by a scanned copy of written power-of-attorney accompanying the e-Bid. All the pages/ documents of the e-Bid that are to be uploaded shall be digitally signed by the person authorized to sign the e-Bid.

### **15. Submission of e-Bid**

The Bid Submission module of e-Procurement website <http://etender.up.nic.in> enables the bidders to submit the e-Bid online in response to this e-tender published by the Purchaser. Bid Submission can be done only from the Bid Submission start date and time till the Bid Submission end date and time given in the e-tender. Bidders should start the Bid Submission process well in advance so that they can submit their e-Bid in time. The bidders should submit their e-Bid considering the server time displayed in the e-Procurement website. This server time is the time by which the e-Bid submission activity will be allowed till the permissible time on the last/end date of submission indicated in the e-tender schedule. Once the e-Bid submission date and time is over, the bidders cannot submit their e-Bid. For delay in submission of e-Bid due to any reasons, the bidders shall



only be held responsible. The bidders have to follow the following instructions for submission of their e-Bid:

- 15.1 For participating in e-Bid through the e-tendering system, it is necessary for the bidders to be the registered users of the e-Procurement website [http:// etender.up.nic.in](http://etender.up.nic.in). The bidders must obtain a User Login Id and Password by registering themselves with U.P. Electronics Corporation Limited, Lucknow if they have not done so previously for registration. Refer to details given in Invitation for e-Bid Clause 10.
- 15.2.A In addition to the normal registration, the bidder has to register with his/her **Digital Signature Certificate (DSC)** in the e-tendering system and subsequently he/she will be allowed to carry out his/her e-Bid submission activities. Registering the Digital Signature Certificate (DSC) is a one time activity. Before proceeding to register his/her DSC, the bidder should first log on to the e-tendering system using the User Login option on the home page with the Login Id and Password with which he/ she has registered as per clause 15.1 above.

For successful registration of DSC on e-Procurement website [http://etender. up.nic.in](http://etender.up.nic.in) the bidder must ensure that he/she should possess Class-2/ Class-3 DSC issued by any certifying authorities approved by Controller of Certifying Authorities, Government of India, as the e-Procurement website <http:// etender.up.nic.in> is presently accepting DSCs issued by these authorities only. The bidder can obtain User Login Id and perform DSC registration exercise as described in clauses 15.1 and 15.2 above even before e-Bid submission date starts. The Purchaser shall not be held responsible if the bidder tries to submit his/her e-Bid at the last moment before end date of submission but could not submit due to DSC registration problem.
- 15.3 The bidder can search for active tenders through "Search Active tenders" link, select a tender in which he/she is interested in and then move it to 'My Tenders' folder using the options available in the e-Bid Submission menu. After selecting and viewing the tender, for which the bidder intends to e-Bid, from "My Tenders" folder, the bidder can place his/her e-Bid by clicking "Pay Offline" option available at the end of the view tender details form. Before this, the bidder should download the e-tender document and Price Schedule/Bill of Quantity (BOQ) and study them carefully. The bidder should keep all the documents ready as per the requirements of e-tender document in the PDF format except the Price Schedule/Bill of Quantity (BOQ) which should be in the XLS format (Excel sheet).
- 15.4 After clicking the 'Pay Offline' option, the bidder will be redirected to the Terms and Conditions page. The bidder should read the Terms & Conditions before proceeding to fill in the Tender Fee and EMD offline payment details. After entering and saving the Tender Fee and EMD details, the bidder should click "Encrypt & Upload" option given in the offline payment details form so that "Bid Document Preparation and Submission" window appears to upload the documents as per Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e- Bid Form and Price Schedule/BOQ) schedules/packets given in the tender details. The details of the Demand Draft or any other accepted instrument which is to be physically sent in original before opening of technical e-Bid, should tally with the details available in the scanned copy and the data entered during e-Bid submission time otherwise the e- Bid submitted will not be accepted.
- 15.5 Next the bidder should upload the Technical e-Bid documents for Fee details (e-tender fee and EMD), Qualification details as per "ITB Clause 10 or 21", e-Bid Form as per "Section-III(A)" and Technical Specification details as per "Section-III(C):Technical Specifications" and Financial e-Bid documents as per "Section-IV(A):e-Bid Form" and "Section-IV(B):Price Schedule/BOQ" of e-tender document. Before uploading, the bidder has to select the relevant Digital Signature Certificate. He may be prompted to enter the

- Digital Signature Certificate password, if necessary. For uploading, the bidder should click "Browse" button against each document label in Technical and Financial schedules/packets and then upload the relevant PDF/XLS files already prepared and stored in the bidder's computer. The required documents for each document label of Technical (Fee details, Qualification details, e-Bid Form and Technical Specification details) and financial (e-Bid Form and Price Schedule/BOQ) schedules/packets can be clubbed together to make single different files for each label.
- 15.6 The bidder should click "Encrypt" next for successfully encrypting and uploading of required documents. During the above process, the e-Bid documents are digitally signed using the DSC of the bidder and then the documents are encrypted/locked electronically with the DSC's of the bid openers to ensure that the e-Bid documents are protected, stored and opened by concerned bid openers only.
- 15.7 After successful submission of e-Bid document, a page giving the summary of e-Bid submission will be displayed confirming end of e-Bid submission process. The bidder can take a printout of the bid summary using the "Print" option available in the window as an acknowledgement for future reference.
- 15.8 Purchaser reserves the right to cancel any or all e-Bids without assigning any reason.
- 16 Deadline for Submission of e-Bid**
- 16.1 e-Bid (Technical and Financial) must be submitted by the bidders at e-Procurement website <http://etender.up.nic.in> not later than the time 4.00 PM on 27-08-2018 (as the server time displayed in the e-Procurement website).
- 16.2 The Purchaser may, at its discretion, extend this deadline for submission of e-Bid by amending the e-Bid document in accordance with ITB Clause 4, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 17 Late e-Bid**
- 17.1 The server time indicated in the Bid Management window on the e-Procurement website <http://etender.up.nic.in> will be the time by which the e-Bid submission activity will be allowed till the permissible date and time scheduled in the e-tender. Once the e-Bid submission date and time is over, the bidder cannot submit his/her e-Bid. Bidder has to start the Bid Submission well in advance so that the submission process passes off smoothly. The bidder will only be held responsible if his/her e-Bid is not submitted in time due to any of his/her problems/faults, for whatsoever reason, during e-Bid submission process.
- 18 Withdrawal and Resubmission of e-Bid**
- 18.1 At any point of time, a bidder can withdraw his/her e-Bid submitted online before the bid submission end date and time. For withdrawing, the bidder should first log in using his/ her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be withdrawn. After selecting the "Bid Withdrawal" option, the bidder has to click "Yes" to the message "Do you want to withdraw this bid?" displayed in the Bid Information window for the selected bid. The bidder also has to enter the bid Withdrawing reasons and upload the letter giving the reasons for withdrawing before clicking the "Submit" button. The bidder has to confirm again by pressing "Ok" button before finally withdrawing his/her selected e-Bid.
- 18.2 The bidder has to request the Purchaser with a letter, attaching the proof of withdrawal and submission of e-Bid EMD in the office of Purchaser, to return back the e-Bid EMD as per the manual procedure.
- 18.3 No e-Bid may be withdrawn in the interval between the deadline for submission of e- Bids and the expiration of period of e-Bid validity. Withdrawal of an e-Bid during this interval may result in the bidder's forfeiture of his/her e-Bid EMD, pursuant to ITB Clause 12.7.

18.4 The bidder can re-submit his/her e-Bid as and when required till the e-Bid submission end date and time. The e-Bid submitted earlier will be replaced by the new one. The payment made by the bidder earlier will be used for revised e-Bid and the new e-Bid submission summary generated after the successful submission of the revised e-Bid will be considered for evaluation purposes. For resubmission, the bidder should first log in using his/her Login Id and Password and subsequently by his/her Digital Signature Certificate on the e-Procurement website <http://etender.up.nic.in>. The bidder should then select "My Bids" option in the Bid Submission menu. The page listing all the bids submitted by the bidder will be displayed. Click "View" to see the details of the e-Bid to be resubmitted. After selecting the "Bid Resubmission" option, click "Encrypt & Upload" to upload the revised e-Bid documents by following the methodology provided in clauses 15.4 to 15.7.

18.5 The bidders can submit their revised e-Bids as many times as possible by uploading their e-Bid documents within the scheduled date & time for submission of e-Bids.

**18.6 No e-Bid can be resubmitted subsequently after the deadline for submission of e-Bids.**

**(C) e-Bid OPENING AND EVALUATION OF e-Bid**

**19(A) Opening of Technical e-Bid by the Purchaser**

19.A.1 The Purchaser will open all technical e-Bids, in the presence of bidders' representatives who choose to attend at **03:00PM on 28/08/2018** at Committee Room of Principal Office, M.L.B. Medical College, Jhansi-Uttar Pradesh. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of e-Bid opening being declared a holiday for the Purchaser, the e-Bids shall be opened at the appointed time and place on the next working day.

19.A.2 The bidder's names and the presence or absence of requisite e-Bid EMD and such other details as the Purchaser at its discretion may consider appropriate, will be announced at the opening. The name of such bidders not meeting the Technical Specifications and qualification requirement shall be notified subsequently.

19.A.3 The Purchaser will prepare minutes of the e-Bid opening.

**19(B) Opening of Financial e-Bid**

19.B.1 After evaluation of technical e-Bid, the Purchaser shall notify those bidders whose technical e-Bids were considered non-responsive to the Conditions of the Contract and not meeting the technical specifications and Qualification Requirements indicating that their financial e-Bids will not be opened. The Purchaser will simultaneously notify the bidders, whose technical e-Bids were considered acceptable to the Purchaser. The notification may be sent by letter, fax or by e-mail.

19.B.2 The financial e-Bids of technically qualified bidders shall be opened on in the presence of bidders who choose to attend and date for opening of financial bid will be communicated to technically qualified bidders subsequently after completion of technically bid evaluation. The name of bidders, Unit Price quoted for various items etc will be announced at the meeting.

19.B.3 The Purchaser will prepare the minutes of the e-Bid opening.

**20 Clarification of e-Bid**

20.1 During evaluation of e-Bid, the Purchaser may, at its discretion, ask the bidder for a clarification of his/her e-Bid. The request for clarification and the response shall be in writing.

**21 Evaluation of technical e-Bid and Evaluation Criteria**

The Purchaser will examine the e-Bid to determine whether they are complete, whether they meet all the conditions of the Contract, whether required e-tender fee, e-Bid EMD and other required documents have been furnished, whether the documents have been properly

- digitally signed, and whether the e-Bids are generally in order. Any e-Bid or e-Bids not fulfilling these requirements shall be rejected. The bidders shall submit the scanned copies of following as documentary proof for evaluation of their technical e-Bids:-
- 21.1 The bidder should be Original Manufacturers of Healthcare Sector only and shall submit the performance of marketing and manufacturing certificate issued by the State Drug Control Authority / Licensing Authority.
  - 21.2 The bidder shall submit the copies of Drug Manufacturing License as per norms of revised schedule "M" of the Drug Act along with approved Drug List issued by the State Drugs Control Authority / Licensing Authority.
  - 21.3 The bidder would be entitled to quote only those Life Saving and Hazardous/Non Hazardous drugs for which they have manufacturing units as per norms of the revised "Schedule-M" of the Drugs Act and for GMP/WHO/IPF/US-FDA/CEE/ISO/DGQA etc valid on the date of opening of the tender.
  - 21.4 The bidder shall submit the copy of Government / Semi Government Rate Contract, if quoted items are approved in any Government / Semi Government Rate Contract.
  - 21.5
  - 21.5.1 The bidder shall submit the copies of the detail of E.M.D. The e-bid submitted without required documentary proof shall be rejected.
  - 21.5.2 The bidder shall submit the copies of the Authorisation letter by the Managing Director for the authorised person. The e-bid submitted without required documentary proof shall be rejected.
  - 21.6 The bidder has Annual Turnover above Rs. 50 Crore (Rupees Fifty Crores) during the last three consecutive financial years are eligible. The bidder should submit the detail of consecutive financial years turnover duly certified by C.A. and Balance Sheets of last three consecutive financial years. The e-bid submitted without required documentary proof shall be rejected.
  - 21.7 The bidder shall submit the certified copies of latest Commercial Tax and Income Tax assessment order along with copies of Income Tax Return (ITR) filed with Commercial Tax Department and Income Tax Department.
  - 21.8 The bidder may appoint Distributer / Local Dealer / Liasoner and if appoints then shall submit the name, address, contact nos and G.ST. no of Distributer / Local Dealer / Liasoner in the Technical Bid.
  - 21.9 The Bidder is also required to upload along with its Technical Bid, an Affidavit on Non-Judicial Stamp paper of Rs. 100/- duly notarized by a Public Notary stating and undertaking therein as under: -
    - a) That the bidder firm has been manufacturing and marketing the quoted products for more than three consecutive financial years.
    - b) That the bidder firm is never blacklisted/ penalized/ defaulted by any Government Institution/ Hospital within last 5 years period.
    - c) That there is no judicial case pending against the bidder firm and the firm has not been convicted by any court of law.
    - d) That he/she (bidder) has never been convicted or charged with any crime in any Indian Court.
    - e) That the bidder firm has deposited up to date Trade Tax and Income Tax for last three years.
    - f) The rates quoted by the bidder are not higher than the rates quoted by them, in any other Government or Autonomous Government Organization.
  - 21.10 The bidder shall submit the copies of the details of Income tax registration. The e-bid submitted without required documentary proof shall be rejected.
  - 21.11 The bidder shall submit the copies of the details of GST registration/ GST no / PAN Card of firm. The e-bid submitted without required documentary proof shall be rejected.

- 21.12 The bidder shall submit the documentary proof of the Registration of Firm and Status of the company along with names of Directors/Partners/Proprietor along with documents. The e-Bid submitted without required documentary proof shall be rejected.
- 21.13 The e-Bids found to be not responsive to and not fulfilling all the conditions of the contract and not meeting Technical Specifications and Qualification Requirements to the satisfaction of Purchaser shall be rejected and may not subsequently be made responsive by the bidder by correction of the non-conformity. The e-Bids of bidders mentioning any of their conditions, which are not mentioned in the e-tender, document or are not in conformity with the conditions of the contract, shall be rejected.
- 21.14 It shall be the discretion of the Purchaser to decide as to whether an e-Bid fulfils the evaluation criterion mentioned in this e-tender or not.
- 21.15 The bidders are advised not to mix financial bid documents with the PDF documents submitted for technical bid. The e-Bids of the bidders having financial bid document in the technical bid will out rightly be rejected.
- 21.16 The bidder shall submit the e-Bid forms in formats available at Section-III in this Bid Document. The e-bid submitted without required e-Bid forms shall be rejected.

## **22 Financial Evaluation and Comparison of e-Bid**

- 22.1 The Purchaser will evaluate and compare the financial rates of individual items quoted in the price schedule/BOQ of e-Bids of those bidders whose technical e-Bids are found responsive as per the conditions of the e-tender only for those items of the bidders, which have been technically accepted by the Purchaser.
- 22.2 No additional payments shall be made for completion of any contractual obligation beyond the quoted prices. If the supplier does not accept the correction of errors if any, its e-Bid shall be rejected and its e-Bid EMD may be forfeited.
- 22.3 The Purchaser's evaluation of a Financial bid shall be based on in terms of Lowest(L-1) rate quoted excluding GST / any applicable Tax of Govt. of Uttar Pradesh by the bidder including the cost of Medicines offered, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, insurance and other costs within India incidental to the delivery of the goods to their final destination as mentioned in para 8.2 of ITB.
- 22.4 The bidders whose technical bids would be found responsive and meeting the qualification requirements and fulfilling all conditions of the tenders, shall be considered for those items which would be technically accepted by the purchaser and whose bid price quoted are lowest in the bid.
- 22.5 No preferential treatment to SSI units is permissible.

## **23 Contacting the Purchaser**

- 23.1 Subject to ITB Clause 20, no bidder shall contact the Purchaser on any matter relating to his/her e-Bid, from the time of the e-Bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Purchaser, he/she can do so in writing
- 23.2 Any effort by a bidder to influence the Purchaser in its decisions on e-Bid evaluation, e-Bid comparison or contract award may result in rejection of the bidder's e-Bid.

## **(D) AWARD OF CONTRACT**

### **24 Award Criteria**

- 24.1 The Purchaser will determine to its satisfaction whether the bidder(s) that is selected as having submitted the Lowest One (L-1) responsive bid meets the criteria specified in ITB Clause 10.2, and is qualified to perform the contract satisfactorily.
- 24.2 Subject to ITB Clause 26, the Purchaser will award the contract to the Lowest One (L-1) successful Bidder whose bid has been determined to be responsive to all the conditions of

- the contract and meeting the Technical specification and qualification requirement of the Bidding Document
- 24.3 In case L-1 offers to supply partial order quantity and is assessed to have adequate capacity to supply the offered partial order quantity as per the Delivery schedule by the Tender Evaluation Committee [TEC] then the L-1 bidder shall be contracted to supply the reduced quantity (which shall be more than the guaranteed minimum quantity) and rest of the quantity shall be allotted to subsequent bidder(s) provided the successful Bidder(s) are ready to offer the quantity at the rates quoted by L-1. The quantity resulting from the split as mentioned above in case (b) shall be offered to the successful Bidder(s) after the assessment by the TEC in terms of their capacity to manufacture and supply.
- 25 Purchaser's right to vary Quantities at the Time of Award**
- 25.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, depending upon the requirement of end-customer.
- 25.2 If any GST taxes/duties are increased/ decreased by the Government during the contract period, the same shall be adjusted mutually after submitting the proof by the successful bidder to the Purchaser.
- 26 Purchaser's right to accept any e-Bid and to reject any or all e-Bids**
- 26.1 The Purchaser reserves the right to accept or reject any e-Bid, and to annul the e-Bid process and reject all e-Bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
- 27- Notification of Award**
- 27.1 Prior to the expiration of the period of e-Bid validity, the Purchaser will notify the successful bidder in writing by letter/e-mail/fax, that its e-Bid has been accepted.
- 27.2 The notification of award will constitute the formation of the Contract.
- 27.3 Upon successful bidder's furnishing of performance security pursuant to ITB Clause 29, the Purchaser will adjust the e-Bid EMD pursuant to ITB Clause 12.
- 28 Performance/Supply Security**
- 28.1 The successful bidder shall deposit the performance security money Rs.1,00,000/- (Rupees One Lakh) only or as per rule for supply whereof offer has been made and accepted by the Medical College Jhansi/ Purchaser at Jhansi within 7 days from the date of acceptance of the offer but prior to execution of agreement. The refund of the Security Deposit shall be subject to timely and satisfactory supply of ordered quantity of materials and on full and final adjustment of claims/dues of Purchaser recoverable from the suppliers after deducting penalty, if any, under these terms. The EMD amount of Rs. 1,00,000/- (Rupees One Lakh) shall be adjusted towards Performance Security of the successful Bidders.

## **SECTION II: CONDITIONS OF CONTRACT (CC)**

### **1 PERIOD**

Rates quoted against this enquiry will remain effective for the period of financial year 2018-19 or up to the finalization of next tender in the next financial year 2019-20. This period may be extended for a maximum period of another one year or till the tender of next year is not finalized, whichever is later. During the period the tenderer will be bound by the terms and condition of the rate contract.

### **2 SUPPLY**

1. Goods are to be supplied F.O.R. Hospitals Store/Destination at the quoted rates.
2. No road permits i.e. Form 38, Form D etc. would be provided by the Hospital/ University will neither own any responsibility for clearance of good for any road,

rail postal, air terminals nor any machinery of the Hospital/Medical college would be allowed for their purpose.

3. Supply of tenders will have to be executed within two weeks from the date of receipt of supply order. In case of default prior information to the hospitals (prior to the expiry of one week) stating reasons must be provided by signed FAX/E.mail/letter on the company's letter head and prior permission obtained from the Superintendent to avoid activation of the penal clauses.
4. Each bottle/vial/phial/ampoule/items/packing must be stamped with M.L.B.M.C.J. Supply, "Not for sale" in red ink, which should be legible, failing which supply will be rejected or the 5% surcharge/penalty amount shall be charged as per the discretion of the hospital authority.
5. The firm shall be bound to supply on the rates quoted in the tender throughout the contract period.
6. Each drug should be the manufacturing date, expiry date, batch number etc. on the body of the product/packing and packing must be labeled in accordance with the provisions of the Drugs and cosmetic Act 1945.
  - a) Drug/Items supplied must be of standard quality and as per specifications.
  - b) Analytical test report/Data material, safety sheets of each and every batch of supply should be provided by the supplier at the time of supply.
  - c) Random sample may be subject to testing through Govt. Analyst/Private Analyst and testing charges shall be deducted from the bill of the supply.
  - d) In case of discrepancy being reported between the sample and the supply, the tenderer shall be liable to return the whole amount of the bill charged along with 2% compound interest compounding monthly from the date of clearance of the cheque/draft issued by the hospitals. The tenderer and not the hospital will bear all the legal and financial responsibility for any damage to the patients as the result to the substandard supply.
7. The drugs shall be procured on the basis of as and when required.
8. Part supplies shall be accepted for the sake of the convenience of the hospital only but payment will be made after completion of 100% supply.
9. The bidder must submit at least 02 samples packed in sealed white transparent polythene/glass bottle of each item before executing the supply order.

### **3 EXPIRY OF DRUGS**

- a. No drug supplies under this contract shall bear less than 3/4th of shelf life from the date of receipt by the store. In case such drugs are received, they are liable to be returned/replaced at the cost of the supplier at any subsequent date.
- b. List of drugs approaching expiry due to slow consumption will be intimated to the supplier at least 2 months in advance and will have to be replaced at the supplier's cost. Also slow moving items may be returned and replaced with other approved items of equal value.
- c. If the drugs expire due to non-compliance with the clause 3 (2) in the hospital's store, the supplier agrees to let hospital authorities deduct the cost from security money or from the subsequent bill of the supplier or in case no such bill is pending then the supplier will make payment to the Hospital of Medical College for such amount.
- d. Supplies found broken/damaged or evaporated on opening the parcel will have to be repacked, failing which the bill shall be passed after deduction of the amount of quantities found broken or evaporated.

### **4 PENALTY CLAUSE**

- a) In case of supplier's failure to supply the drugs in the specified time, it will empower the hospital to acquire the drugs from L-II or L-III bidders or from the Market rates in case of patient needs and excess payment will be adjusted against the pending bills / the security

money of the supplier. It will be in addition to the quantities ordered on them in consequence of L-1 bidder's consent for supply partial order quantity.

b) Default in supply or non-adherence to the terms and condition in the order may also cause the black listing of the firm and forfeiting of the security money.

c) If any drug has been found to be inferior or substandard, the balance stock shall be returned to the supplier and the payment of the consumed stock shall not be made to the firm. Simultaneously, disciplinary action will be taken against the firm, which may include blacklisting.

## **5 PRICES**

1. The tenderer will not be allowed to revise (increase) the rates quoted through the contract period, due to any reasons like change in bulk drugs prices of the raw material or rate variation in statutory levies/duties on items will be given due consideration.

2. The supplier shall immediately inform to the Hospital Authority/Purchaser, in case the price or taxes on any of the items reduces during the period of operation of tender and revised price accordingly. It to be reduced rates from the date of reduction. Any failure as the part of the rate contract holder in this matter will attract imposition of serve financial penalty by the Hospital/College Authorities or cancellation of contract or blacklisting or a combination of any these.

## **6 INFORMATION REQUIRED ON CHALLAN/BILL**

### **(a) Information required on Challan**

- (i) Name of the item as it was mentioned in supply order.
- (ii) Brand Name of the item as it is mentioned in the product literature of the company.
- (iii) Size of the item.
- (iv) Supply order number.
- (v) Supply order date.
- (vi) Date of manufacturing.
- (vii) Date of expiry.
- (viii) Batch number.
- (ix) Quantity of each item.

### **(b) Information required on Bill**

- (i) Name of the item as it was mentioned in supply order
- (ii) Brand name of the item as it is mentioned in the product literature of the company.
- (iii) Size of the item.
- (iv) Supply order number
- (v) Supply order date
- (vi) Date of manufacturing
- (vii) Date of expiry
- (viii) Batch number
- (ix) Quantity of each item
- (x) Value of each item
- (xi) Total value of the bill
- (xii) The amount of GST to be paid by the supplier.

## **7 PAYMENTS**

1. Bill of supply from within Uttar Pradesh will only be accepted in order to ensure that supplied goods are GST and other tax (if any) paid. Batch number and expiry date should be clearly marked on the bill as well as challan.

2. Payment of the bill shall be made within 30 days from the date of receipt of the bill and supplies subject to availability of funds and completion of the processing of the bills.



3. Bill must be submitted in triplicate along with photocopy of supply order and copy of challan duly received by the store-in-charge but supplier will neither claim any interest or any legal action against purchaser for delayed payments nor stop supply against supply orders of purchaser due to non availability of funds.

4. Incomplete or Improperly submitted bills will not be processed and the delay will be the responsibility of the Vendor/Tenderer.

**8 AGREEMENT**

1. After approval of rates the firm shall have to execute an agreement deed within 15 days on a Non Judicial Stamp Paper of Rs.100.00 or as per Govt. Rules. Earnest Money will be adjusted towards security money, which shall be released after expiry of rate contract period.

2. The tenderer/Supplier shall have to confirm to execute an agreement deed within 7 days from the date of the dispatch of the agreement information letter. In case no confirmation is received within 7 days as aforesaid it will be deemed that order is acceptable to the firm. In case non execution of an agreement deed within 15 days, a disciplinary action will be taken against the firm cause the black listing of the firm and forfeiting of the security money.

**9 GENERAL CONDITIONS**

1. The tenderer/ Supplier shall have to confirm the purchase order within 7 days from the date of the dispatch of the purchase order, in case no confirmation is received within 7 days as aforesaid it will be deemed that order is received/ acceptable to the firm.

2. Purchase order will be treated as binding on “Errors & Omission Accepted basis” However, if the supplier notices any mistake in the contents of the order, he must bring the same to the notice of the hospitals and seek modification. Supplier will bear the responsibility for failure to take this action.

3. Compliance with all laws governing sale of the items including taxation is the responsibility of the vendor/supplier.

4. Name of distributor/agents/stockiest at Jhansi may be given for emergency purchases. The supplies from local depot will be preferred, if offered at the rates quoted in the tender. In case of change of the dealer/distributor, the name is to be informed well in advance by the original tenderer otherwise wrong issuance of cheques /drafts will be the vendors’ responsibility.

5. The tenderer will not be allowed to add/vary /modify any terms and conditions on his own.

6. As delay in supply of these items to the hospitals harms patients and are life and death issues, all tenderers will accept the decision of the hospitals authorities on the comparatives on technical and financial bids as final and not subject to representation or litigation.

7. The Hospital retains the right of returning of supplies of any item in any quotation that helps in managing the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suites the need of the Hospital of Medical College.

8. The purchase committee reserves the right to approve any item on the basis of quality (safety, affectivity preference or experience of prescribing clinicians) rather than price and their decision shall not be questioned by the tenderers in any forum.

**10 SETTLEMENT OF DISPUTES**

In case of any dispute, the decision, of the Principal, M.L.B. Medical College, Jhansi, U.P. shall be final and binding upon the contractor.

**11 JURISDICTION OF COURTS**

Jhansi Civil Court will be the court of Jurisdiction.

**12 RIGHTS RESERVED**

The Principal, M.L.B. Medical College, Jhansi, reserves the sole right to reject/accept any or all tenders or a part of before end of the contract without any reason & at any time. Incomplete and conditional tender shall be liable to be rejected.

All the Terms and conditions are accepted

(Signature)

Designation of the authorised person  
Name & Seal of Bidder's Firm

**SECTION III: TECHNICAL E-BID**

- III(A) e Bid FORM**
- III(B) SCHEDULE OF REQUIREMENTS**
- III(C) TECHNICAL SPECIFICATIONS**
- III(D) GENEGAL INFORMATION/  
CAPABILITY STATEMENT**
- III(E) PERFORMANCE STATEMENT**

**SECTION III (A) : e-bid FORM**

Date:.....

IFB No

To:

Principal,  
M.L.B. Medical College,  
Jhansi, Uttar Pradesh – 284128

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to deliver Medicines / Drugs for the year 2018-19/ up to the finalization of tender of next financial year, to your Stores/Hospital. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid /EMD for Rs. 1,00,000-00(Rupees One Lakh) in the form of minimum two years validity from any Nationalized Bank Fix Deposit Receipt (FDR) / Term Deposit Receipt(TDR) only, pledged in favour of The Principal, Medical College, Payable at Jhansi, is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver Medicines in accordance with the delivery schedule specified in the term & conditions of tender.

If our e-Bid is accepted, we will furnish the performance Security for a sum equivalent to Rs. 1,00,000-00 (Rupees One Lakh) or as per rule Only for the due performance of the contract.

We agree to abide by this e-Bid for the e-Bid validity period specified in terms & conditions of tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We further agree that if at any time, any document or the facts mentioned in the Tender are found false, Principal Medical College Jhansi shall have full rights to terminate the Tender/Contract and forfeit my/our EMD/Security deposit and we will be liable to return the whole amount of money paid by Medical College Jhansi to us against our bills alongwith an interest of 2% compound monthly, besides any other legal action that may be taken against us. Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us. All the terms and conditions of the e-tender Document are acceptable to us.

We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this.....day of ..... 2018.

(Signature)

Designation of the authorised person

Name & Seal of Bidder's Firm

**SECTION III(B): SCHEDULE OF REQUIREMENTS**

<b>Item Code</b>	<b>Brief Description</b>	<b>Destination</b>	<b>Delivery Schedule</b>	<b>e-Bid E.M.D.</b>
	As per the details given in the SECTION III (C) TECHNICAL SPECIFICATIONS	M.L.B. Medical College & associated Hospital Jhansi U.P.	Within two weeks from the date of receipt of individual supply Orders issued on the basis of Rate Contract.	<b>Rs. 1,00,000/-</b> (Rupees One Lakh) only

(Signature)

Designation of the authorised person  
Name & Seal of Bidder's Firm



**SECTION III (D)**  
**GENERAL INFORMATION/ CAPABILITY STATEMENT**

1.	General Informations	
	(a) Name and complete mailing address of the Bidder	
	(b) Name of authorized Official	
	(c) Phone Nos:	
	(d) Fax:	
	(e) E-mail:	
	(f) Website:	
2.	Status of the Bidder - Manufacturer or Importer giving names of Directors/ Partners/ Proprietor along with the relevant documents.	
3.	GST Registration No (upload copy of the Registration Certificate)	
4.	Name of Agency for quality certification e.g. GMP/WHO/IPF/US-FDA/CEE/ISO/DGQA etc (Please give details & upload the copy)	
5.	Details of Drug Manufacturing License as per norms of Revised "Schedule M" (upload copy of the License alongwith approved drugs list issued by the State Drugs Control Authority/ Licensing Authority.)	
6-	Income Tax Registration No (upload copy of the Registration Certificate / Income Tax Clearance/Assessment Copy)	
7.	Particulars of Performance of manufacturing and marketing Certificate issued by the State Drugs Control Authority / Licensing Authority Details of last three consecutive financial years turnover (upload Chartered Accountant's Certificate)	
8.	Details of three financial years turnover (Upload Certificate of Chartered Accountant)	..... ..... .....
9.	If quoted items are approved in any Rate Contract in bidder's favour in any Institution (Upload photocopy of the Rate Contract)	
10.	Full Particulars of the Authorized Dealer / Distributor	
11.	Details of e-tender Document Processing / Cost (Rs.1,180-00)	DD No ..... dated .....drawn on .....
12.	Details of Earnest Money Deposit (Rs. 1,00,000/-)	DD No ..... dated .....drawn on .....

Dated this.....day of ..... 2018

(Signature)  
Designation of the authorised person  
Name & Seal of Bidder's Firm

**SECTION III (E) : PERFORMANCE STATEMENT**

Order placed by (Full addresses of Other Hospitals / Units)	Delivery Order No & Date	Description & Quantity of ordered material	Value of Order (Rs)	Date of completion of delivery		Remarks indicating reasons for late delivery, if any
				As per Contract	Actual	
1	2	3	4	5	6	7

Dated this.....day of ..... 2018

(Signature)  
 Designation of the authorised person  
 Name & Seal of Bidder's Firm

**SECTION IV: FINANCIAL e-Bid**

**IV (A) e –Bid FORM**

**IV (B) PRICE SCHEDULE/BOQ**

**SECTION IV (A) : e-bid FORM**

Date:.....  
IFB No

To:

Principal,  
M.L.B. Medical College,  
Jhansi, Uttar Pradesh – 284128

Dear Sir,

Having examined the e-Bid Documents, we, the undersigned, offer to deliver Medicines / Drugs for the year 2018-19/ up to the finalization of tender of next financial year, to your Stores/Hospital. In addition to this, the particulars of our organization such as legal status, details of experience and past performance, capability statement and the required e-Bid /EMD for Rs. 1,00,000-00(Rupees One Lakh) only in the form of minimum two years validity from any Nationalized Bank Fix Deposit Receipt (FDR) / Term Deposit Receipt(TDR) only, pledged in favour of The Principal, Medical College, Payable at Jhansi, is furnished with this e-Bid form.

We further undertake, if our e-Bid is accepted, to deliver Medicines in accordance with the delivery schedule specified in the term & conditions of tender.

If our e-Bid is accepted, we will furnish the performance Security for a sum equivalent to Rs. 1,00,000-00 (Rupees Ten Lakh) Only or as per rule for the due performance of the contract.

We agree to abide by this e-Bid for the e-Bid validity period specified in terms & conditions of tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

I/We further agree that if at any time, any document or the facts mentioned in the Tender are found false, Principal Medical College Jhansi shall have full rights to terminate theTender/Contract and forfeit my/our EMD/Security deposit and we will be liable to return the whole amount of money paid by Medical College Jhansi to us against our bills alongwith an interest of 2% compound monthly, besides any other legal action that may be taken against us. Until a formal contract is prepared and executed, this e-Bid, together with your written acceptance thereof and your notification of award shall constitute a binding contract between us. All the terms and conditions of the e-tender Document are acceptable to us.

We undertake that in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1998”.

We understand that you are not bound to accept the lowest or any e-Bid you may receive.

Dated this.....day of ..... 2018.

(Signature)  
Designation of the authorised person  
Name & Seal of Bidder's Firm

**SECTION IV(B): PRICE SCHEDULE / BOQ  
(On prescribed format for Price Bid as per drugs specified in schedule-1)**

**Schedule-1**

As per BOQ