



**DR. RAM MANOHAR LOHIA INSTITUTE OF MEDICAL SCIENCES**  
**VIBHUTI KHAND, GOMTI NAGAR, LUCKNOW- 226 010 (UP)**  
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Website : [www.drrmlims.ac.in](http://www.drrmlims.ac.in)

**e-bid Ref no: 661/RMLIMS/HRF/LP/2024**

**Dated:- 31.07.2024**

### **e-Bid Notice**

e-bids are invited from reputed chemist & druggist for Dr. RMLIMS, Lko in two bid system for a period of two years and renewable to 3rd year for EMPANELLEMENT OF LOCAL CHEMIST AT DR.RMLIMS LUCKNOW for supply of drugs/medicines/CSSD/Surgical Consumables.

e-Bids can be submitted from 01/08/2024 to 21/08/2024 at 04.00 PM & will be opened on 23/08/2024 at 11.00 AM. The details for submission of e-Bids are available on **e-tender portal** <http://etender.up.nic.in> and details are also available on Institute website [www.drrmlims.ac.in](http://www.drrmlims.ac.in) for reference only. The Director reserves the right to cancel any or all e-Bids without assigning any reason thereof.

**Director**

**E-TENDER FOR EMPANELMENT OF LOCAL CHEMIST AT DR.RMLIMS LUCKNOW for supply of drugs/medicines/CSSD/Surgical Consumables**

Tender No. /RMLIMS/HRF/LP/2024

Dated:

**Subject:** - Invitation to e-tender for empanelment of Local Chemist for Local purchase of Drugs, CSSD and Surgical Consumables.

(Note: The envelope containing the subsequent communication should be addressed and delivered to 'The Director, Dr.RMLIMS Lucknow. India. All communications must be addressed to the officer named above by title only and not by name.)

Eligibility Criteria: -

1. The chemist must hold valid licenses (continuously for last 3 financial years as on the date of submission of Bid in specified Forms 20, 21 and 21-C (for continuance of retail licenses, if required) issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidder will further ensure that their licenses remain valid on the date of bid opening and till the end of the contract period.
2. The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. The Annual Turnover of the bidder in the previous three financial years should not be less than Rs. 5 Crores (Five crores) out of which the sale proceeds of Drugs/medicines/CSSD /Surgical consumables in last three financial years should not be less than Rs. 1 crore (Rupees one crore) per year. The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the two financial years in support thereof, along with a Certificate from the Chartered Accountant regarding turnover.

Enquiries will be entertained in the pre-bid conference only. Response, if any, will be issued online at <http://etender.up.nic.in/eprocure/app>, in respect of those clauses only where changed. No individual correspondence will be entertained. The Director, Dr.RMLIMS Lucknow reserves the right

The Director, Dr.RMLIMS  
Lucknow

## **E-TENDER FOR EMPANELLEMENT OF LOCAL CHEMIST AT DR.RMLIMS LUCKNOW for supply of drugs/medicines/CSSD/Surgical Consumables**

The Director, Dr.RMLIMS Lucknow Invites e-tender "FOR EMPANELLEMENT OF LOCAL CHEMIST AT DR.RMLIMS LUCKNOW for supply of drugs/medicines/CSSD/Surgical Consumables" as per specifications and quantities detailed in the Schedule attached. The Tender Form containing the Check List for compulsory Documents as Annexure-1, the Terms and Conditions of contract, which will govern any contract made, is annexed as Annexure-II, the Schedule of contract is annexed as Annexure- III and tender application form as Annexure-IV. If tenderer are in a position to quote for the contract in accordance with the requirements stated in the attached schedule, please submit tender quotation on line.

The interested tenderer should upload duly filled and signed tender form on each page and their bids along with scanned copies of all the relevant certificates, documents, etc. in support of their bid document- all duly signed and stamped on the <https://etender.up.nic.in> Hard copy of the tender document need not be submitted.

Application to this tender will be accepted only through the online mode through <https://etender.up.nic.in>

No other mode of application will be considered & not be accepted. The tender documents can also be downloaded from the website [www.drmlims.ac.in](http://www.drmlims.ac.in) (for reference only).

All the payment will be made by NEFT/ RTGS only.

Tenderers are requested that, before quoting their rates or uploading tender, the tender form may please be read out thoroughly, purchaser will not be held responsible for any error / oversight of tenderer.

In the event of the space on the schedule form being insufficient for the required purpose, additional pages may be added and uploaded. Each such additional page must be numbered consecutively, bear the Tender Number and fully ignored by the tenderer. In such cases, reference to the additional pages must be made in the Tender Form.

The Director, Dr.RMLIMS Lucknow does not pledge himself to accept the lowest or any tender and reserves the right of accepting the whole or any part of the tender or portion of the quantity offered and tenderer shall supply the same/ execute the work at the rate quoted. Tenderer are at liberty to tender for the whole or any part.

Acceptance by the purchaser shall be communicated in due course. Tenderer are requested that the instructions contained in the said communication should be acted upon immediately/ as asked for.

## CRITICAL DATE SHEET

Period for Downloading & Submission of E-Tender Document	_____ up to 1:00 PM
Date & Time of Pre bid Meeting	_____ at 2:00PM
Last Date of applying online Tender	_____ Up to 04:00 PM
Date & Time of Opening of Technical Bid	_____ at 11:00 AM
Date & Time of Opening of Financial Bid	Will be intimated at a later stage to the technically qualified bidders
Earnest Money (EMD)	Rs.3, 00,000.00/- (for each category)
e PBG ( Security Money)	Rs. 3, 00,000.00/- (for each category)
Expected value of Local Purchase/Year	Rs. 1,0000000.00/-

### Important Instructions for Bidders regarding Online Payment

The interested Tenderer should upload duly filled tender form and their bids along with scanned copies of all the relevant certificates, documents, etc. in support of their bid document- all duly signed- on the <https://etender.up.nic.in> The bidders should have a valid digital signature certificate (D.S.c.), issued by any of the valid Certifying Authorities to participate in the online tender.

Enclosures:-

- ▶ Annexure I: - Checklist of Compulsory Documents
- ▶ Annexure II: - Tender Acceptance letter
- ▶ Annexure III: -Sample of BoQ
- ▶ Annexure IV: -NON-Blacklisting/NON-Conviction declaration
- ▶ Annexure V: - Bank MANDATE FORM
- ▶ Annexure VI: - NPPA Capped declaration
- ▶ Annexure VII: - Vendor details form
- ▶ Annexure VIII: - Agreement copy
- ▶ Annexure IX: -- Performance Bank Guarantee (PBG) Format

### **Instructions for Online Bid Submission:**

As per the directives of Department of Expenditure, this tender document has been published on the UP e-Tender Portal (URL: <https://etender.up.nic.in>). The bidders are required to submit soft copies of their bids electronically on the UP e tender Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the UP e tender Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Up e tender Portal.

More information useful for submitting online bids on the UP e tender Portal may be obtained at: <https://etender.up.nic.in/nicgep/app>.

### **REGISTRATION:**

1) Bidders are required to enroll on the-Procurement module of the UP e Tender Portal <https://etender.up.nic.in/nicgep/app> by clicking on the link "Click here to Enroll". Enrolment on the UP E TENDER Portal is free of charge.

2) As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the UP E TENDER Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID/ password and the password of the DSC/ e Token.

### **SEARCHING FOR TENDER DOCUMENTS:-**

1) There are various search options built in the UP E TENDER Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the UP E TENDER Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents/ tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the UP E TENDER Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make the note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification/ help from the Helpdesk.

**PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document schedule and generally, they can be in PDF/ XLS/ RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

**SUBMISSION OF BIDS:**

- 1) Bidder 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee/ EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. Otherwise, the uploaded bid will be rejected.
- 5) A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**ASSISTANCE TO BIDDERS:**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person. indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to UP E TENDER Portal in general may be directed to the 24x7 UP E TENDER Portal Helpdesk. The contact number for the helpdesk is 0120-4001002.

**GENERAL INSTRUCTION:**

- a) Each and every page of tender documents is to be signed and stamped by the tenderer.
- b) ALL Annexure (I to IX) has to be filled and uploaded.
- c) Vendors can bid for more than one category. Separate EMD to be submitted for each category.
- d) Dr.RMLIMS Lucknow staff & their family members should not apply for the tender. Their tender liable to be rejected.
- e) Any firm/agency debarred/blacklisted from institute of national importance anywhere in India will not be considered and tender will be summarily rejected.
- f) Tenderer who does not furnish attested and stamped documents referred above will not be considered.
- g) Bidders should have his shop in Lucknow for timely supply of emergency medicines.
- h) Three successful vendors (H1/H2/H3) will be empanelled for each category based on maximum discount offered on MRP. H2 and H3 Vendors of each category will be given opportunity to match discount offered-by H1 Vendor.
- i) Separate agreement for each category will be done with H1/H2/H3 vendor on non-judicial stamp paper of 100 rupees.

**Part-1****1. SCOPE OF WORK**

The empanelled chemist to be known as Authorized Local Chemist (ALC) will supply the medicines/ drugs/ CSSD, Surgical consumables at the agreed uniform rate of discount on MRP (inclusive of all taxes) in the stipulated time against the indents issued by the Dr.RMLIMS Lucknow.

**2. ELIGIBILITY**

CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED ON THE UP E TENDER PORTAL IN PROOF THEREOF:

<b>S.No</b>	<b>Description of Documents Submission</b>	<b>Compliance</b>
1	Tender Fees of Rs 3000 + 18% GST, Total Rs 3540.00 deposited by online ( Non- Refundable)	Submitted (yes/No)
2	Earnest Money deposited of Rs 300000 only to be deposited Electronically through NEFT/RTGS for each category applied for.	Submitted (yes/No)
2	Original Tender Document signed and stamped on all the pages	Uploaded (yes/No)
3	Valid drug license for retail chemists as per Drugs & Cosmetics Act.	Uploaded (yes/No)
4	Rate/Discount Quotation As per B.O.Q.	Uploaded (yes/No)
5	No Conviction Certificate from State Drug Controller that there is no case pending under the drugs & cosmetics Act and Rules there under as well as under Drug Price Control Order <b>against</b> the firm during the last 3 years. No Conviction Certificate should not be issued earlier than year 2021. (Annexure IV)	Uploaded (yes/No)



6	Valid Trade License.	Uploaded (yes/No)
7	Latest Sales Tax/ GST registration certificate.	Uploaded (yes/No)
8	Bank Mandate Form For e-payment purpose	Uploaded (yes/No)
9	Audited Annual Turnover of Rs. 5.00 Crore or more, duly certified by Chartered Accountant along with profit & loss account and income & Expenditure statement of the firm for the last three years.	Uploaded (yes/No)
10	Income Tax return of last 3 years	Uploaded (yes/No)
11	PAN Copy	Uploaded (yes/No)
10	The supplier should be willing to supply the items within the time limits as specified in the terms and conditions of this tender document at Dr.RMLIMS Lucknow. The name, addresses, phone no., fax no. e-mail etc., should also be given.(Annexure VII)	Uploaded (yes/No)

### 3. COST OF BIDDING

Prospective bidder Chemist shall bear all the costs associated with the preparation and submission of the e-bid. Dr.RMLIMS Lucknow in no case will be responsible or liable for these costs regardless of conduct or outcome of the Tender process.

### 4. PRE-BID MEETING

4.1 A pre-bid meeting open to all prospective bidders will be held as per Bidding Schedule in the office of the HRF, Dr.RMLIMS Lucknow the prospective bidders will have an opportunity to obtain further information and clarifications regarding work and the tender terms & conditions.

4.2 The clarifications given will be common and applicable to all. No individual correspondence shall be entertained by Dr.RMLIMS Lucknow thereafter with the prospective bidders/ their representatives.

### 5. Availability of Tender

The tender document is available at UP E TENDER Portal site i.e., <https://etender.up.nic.in> and on Dr.RMLIMS Lucknow website [www.drrmlims.ac.in](http://www.drrmlims.ac.in)

Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from the above-mentioned website.

### 6. BIDDING PROCEDURE, SIGNING AND SUBMISSION OF BIDS

6.1 The bidder must submit his e-bid in two parts on the UP E TENDER portal as mentioned below:

Part 1: -Called "Technical Bid" containing: -

(A) Tender Fees

The bidders are required to submit Tender Fee, for an amount equal to Rs 3,000 + 18 % GST , Total-Rs 3540.00 only by the bidder will be deposited **electronically by RTGS/NEFT in the account** of Dr.RMLIMS Lucknow at the below mentioned details:-

**NEFT /RTGS in favour of “Nodal Officer, Dr. RMLIMS HRF” payable in A/c no. 17730100777771 of Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow IFS Code: IOBA0001773** for each bidder.

**(B) The same is to be deposited from the bidding firm account only. The Details of Receipt/proof of the online submission of Tender Fees must be attached alongwith the Technical Bid.:**

The bidders are required to submit Earnest Money Deposit (EMD), for an amount equal to Rs 3,00,000 by the bidder will be deposited **electronically by RTGS/NEFT in the account of** Dr.RMLIMS Lucknow at the below mentioned details:-

**NEFT/RTGS in favour of “Nodal Officer, Dr. RMLIMS HRF ” payable in A/c no. 17730100777771 of Indian Overseas Bank, Vibhuti Khand, Gomti Nagar, Lucknow IFS Code: IOBA0001773 for each category. The same is to be deposited from the bidding firm account only. The Details of Receipt/proof of the online submission of EMD must be attached along with the Technical Bid.**

Proof of payment of Tender fee and Earnest money Deposit (EMD) must be provided in separate pdf in the section provided on UP E TENDER Portal.

The EMD from the successful bidder shall be returned without interest after timely receipt of the Performance Security.

EMD of the unsuccessful bidders will be returned to them within 30 days of award of contract without interest. The bidder shall enclose a copy of cancelled cheque and filled up Mandate Form and Vendor Details form to facilitate it.

**(C) Documents establishing Bidder's eligibility (Technical Bid):**

All documents as mentioned in the table given above under the heading:

"CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED IN PROOF THEREOF" are to be scanned and uploaded as clear legible pdf documents after being self-attested by authorized signatory.

It is mandatory to upload all the documents- only bids complete in all respects will be considered.

## **Part 2: - Called "Commercial Bid" or "Price Bid": -**

The Price Bid is to be uploaded on-line in the Bill of Quantity (BoQ) in .xls Form. The bidder will fill the uniform discount offered (as a percentage) on MRP, in figures and words. Price bids of only those bidders will be opened, who qualify technically.

A sample of BoQ is placed at Annexure III, however, no figures are to be filled in the sample BoQ else bid will be rejected.

NB: (a) Medicine: - Bids quoting less than 20% discount on MRP (inclusive of all taxes) for branded and 60% for generic drugs shall not be considered.

(b) Surgical Consumables & CSSD:- Surgical Consumables and CSSD product having MRP printed on the strip/unit packed should only be considered in tender. Bids quoting less than 45% discount on MRP ( inclusive of all taxes) shall not be considered.

## **7. PRICING**

The bidder should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on the strip/ Bottle/ unit packed, in respect of all items of supplies to be made under the Contract. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

## **8. SUBMISSION OF BIDS**

8.1 The bids complete in all respect will be submitted by the bidders on-line only at UP E TENDER portal <https://etender.up.nic.in> before the last date and time of bid submission.

8.2 In case, the last day of EMD submission is declared Holiday by Govt. of India, the next working day will be treated as last day for submission of EMD. There will be no change in the timings.

8.3 Bids NOT submitted as per the specified format and nomenclature will be out rightly rejected.

8.4 Conditional bids will be out rightly rejected.

8.5 No bid document to establish eligibility as mentioned above (except cancelled cheque, Mandate Form and Vendor Details Form) will be accepted in online only and no correspondence in this regard will be entertained by Dr.RMLIMS Lucknow. The Director, Dr.RMLIMS Lucknow however reserves the right to seek any clarification and/or additional information regarding the bid documents in writing from the bidder during technical evaluation.

8.6 Suppression of factual information if found subsequently will disqualify the bidder with forfeiture of EMD.

## **9. OPENING OF BIDS**

Bids shall be opened online through the-tender portal <http://etender.up.nic.in>

9.1 Online bids (complete in all respect) received along with NEFT/ RTGS only.

9.2 Technical bid of only those bidders, who are found eligible as per eligibility criteria, will be evaluated afterwards.

9.3 Financial bids of only those bidders, whose bids are found technically qualified by the Technical Evaluation Committee, will be opened subsequently for further evaluation.

**SELECTION OF BIDDER**

9.4 Bidder giving maximum discount in each category will be selected H1. However, if a H1 selected Bidder refuse to accept offer, his EMD will be forfeited in such category offer shall be made to the H2 Bidder (the bidder offering subsequent lower discount immediately after H1) in the category to meet the discount of H1 of that category. In case of non-acceptance by H2 bidder, the process will be repeated at H1 discount till last eligible bidder for that category is exhausted. The bidder(s) will be ranked in order of highest to lowest discount (in descending order) and termed as H1, H 2 , H3.....And so on. Dr.RMLIMS Lucknow will enter into agreement with H1/H2/H3 vendor in each category.

9.5 If no Chemist is available for the category even after the above process or a no response, open offer will be made to all successful bidders in the city and contract awarded to the bidder offering the highest discount to supply that unit till the validity of his contract with Dr.RMLIMS Lucknow (along with extendable time limit as per contract). If this also fails, then retendering will be done.

9.6 In case more than one bidder offers highest discount for the category, a Tie breaker will be used. The 1" Tie breaker will be the Turnover of the Chemist in last financial year (2022-23) i.e., the chemist with higher turnover will be preferred & even if this is matching which is highly unlikely, the 2nd Tie breaker will be the distance of the Chemist from the Dr.RMLIMS Lucknow & the bidder with lesser motorable distance from the Dr.RMLIMS Lucknow (as measured using "Google Maps") will be awarded the tender.

**10. PERIOD OF VALIDITY OF BIDS**

The Bids shall be valid for acceptance for 180 days after the date of bid opening prescribed by the Dr.RMLIMS Lucknow and shall be further extendable by another 30 days at the request of Dr. RMLIMS Lucknow.

**11. PERIOD OF CONTRACT**

The contract shall initially be for a period of two years and renewable to 3<sup>rd</sup> year from the date of the signing of contract. The contract is not extendable ordinarily after it is over. However, the contract may be extended for one more year, on the same term and conditions of the contract, strictly on the basis of satisfactory performance, at the sole discretion of The Director, Dr.RMLIMS Lucknow.

**12. RIGHT TO ACCEPT/ REJECT ANY BID**

The Director, Dr.RMLIMS Lucknow, reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Dr.RMLIMS Lucknow' action.

The Director, Dr.RMLIMS Lucknow doesn't pledge himself/herself to accept the highest discount offering Bid or any Bid and reserves to himself/herself the right of accepting the whole or any part of the Bid and Bidder shall supply the medicines at the rates quoted.

## PERFORMANCE SECURITY GUARANTEE AND AWARD OF CONTRACT

The successful bidder will have to furnish a Performance Security along with unconditional acceptance letter with 7 days of receiving an offer letter from Dr.RMLIMS Lucknow for supply of medicines/CSSD/Surgical Consumables. An amount equivalent to Rs 300000.00 in the form of Bank Guarantee is to be deposited as Performance Security, valid for 60 days beyond the term of the contract (i.e., for 27 months), issued by a scheduled bank as per format at Annexure - A or a Demand Draft issued by a Scheduled Bank, favoring "The Director, Dr.RMLIMS Lucknow.". No claim shall be made against The Director, Dr.RMLIMS Lucknow in respect of interest accrued, if any, due on the Performance Security deposit.

EMD would be forfeited if Performance Security is not deposited within the specified time periods. Relaxation can be given for deposition of Performance Security by another 7 days by The Director, DR. RMLIMS LUCKNOW, on written request by the eligible bidder.

The contract has to be signed by the successful bidder within a maximum of 21 days of unconditional acceptance of offer letter, failing which the offer will be withdrawn and EMD forfeited.

In case of extension of contract, the Performance Guarantee should be renewed to ensure that it remains valid up to 60 days beyond the validity of extended contract period. The Bidder should ensure validity of Performance Security for extended period.

### 13. CORRUPT OR FRAUDULENT PRACTICES

{i} Dr.RMLIMS Lucknow requires that the Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such contract.

{ii} In pursuance of this policy, the terms and conditions are set forth as follows:

a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the tender process or in the process of execution of contract; and

b) "Fraudulent practice" means misrepresentation of facts in order to influence the tender process or execution of a contract to the detriment of Dr. RMLIMS, Lucknow.

c) "collusive practice/cartelization" means a scheme or arrangement among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Dr.RMLIMS Lucknow of the benefits of free and fair competition;

d) "coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in the procurement process or affect to execution of a contract.

(iii) Dr.RMLIMS Lucknow will reject a proposal for award of contract, if it determines that the bidder recommended for award has engaged himself in corrupt or fraudulent practices while competing for the contract in question.

(iv) Dr.RMLIMS Lucknow will declare a bidder ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the bidder was engaged in corrupt and fraudulent practices while competing for or in executing the contract.

(v) The bidder shall not transfer, sublet or assign any part or whole of the contract to anyone else during the period of the contract. In the event of the bidder contravening this condition, it will be considered a fraudulent act. Dr.RMLIMS Lucknow will terminate the contract and the Performance Bank Guarantee will be forfeited in addition to action taken against the bidder for practicing fraudulent acts.

#### **14. FORFEITURE OF EMD/PERFORMANCE SECURITY**

A. EMD shall be forfeited if:

- a) the bidder withdraws his bid during the period of bid validity.
- b) it is found during the bidding process that factual information is being suppressed, then the bidder will be debarred from further participation and EMD will be forfeited.
- c) the successful bidder fails to unconditional accept the contract within one week of receipt of offer letter, and sign the contract within a maximum of 21 days of unconditional acceptance of the contract.
- d) the successful bidder fails to deposit the Performance Security as specified in the tender document and within the time frame specified.

B. Performance Security/Bank Guarantee will be forfeited along with termination of contract, if:

- a) The successful bidder fails to abide by the terms and conditions of the contract.
- b) It is found any time during the contract period and till 60 days of validity of PBG, that any factual information related to the contract has been suppressed by the contractor.
- c) The empaneled chemist supplies any sub-standard, spurious drugs or substitutes medicines.
- d) The empaneled chemist delays supplies.
- e) The empaneled chemist over charges
- f) The chemist is found engaged in corrupt, collusive, coercive and/or fraudulent practices including subcontracting.
- g) The medicines supplied by the Authorized Local Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality.
- h) the Chemist stop the supplies of the medicines/drugs without giving 90 days' prior notice.

#### **15. INSPECTION OF BIDDERS PREMISES**

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfillment of eligibility, the premises of bidders will be inspected by a team of officers led by an officer not below the rank of Additional Medical Superintendent/Additional Professor for

- (a) Physical verification of location of the shop within the limits of Dr.RMLIMS Lucknow covered area of the Dr. RMLIMS, Lucknow.
- (b) Verification of original documents of those uploaded earlier during the bid.
- (c) Availability of proper cold-chain maintenance facilities and power back-up systems.
- (d) Presence of retail outlet.

(e) Assess availability of adequate stock of medicines and financial viability etc. before opening the Commercial Bid.

(f) Availability of computer and peripherals with internet connectivity to access indent on-line.

(g) Confirm the availability of Bar Code Scanning and labeling facility including Bar Code Reader and Label maker and Software in the bidder premises.

In case, the team is not satisfied with the veracity of the claims of the bidder, he will be declared ineligible for participation in the further processes and his Commercial Bid will not be opened.

#### **16. FORCE MAJEURE:**

(a) Supplier shall not be liable for forfeiture of its performance security, imposition of penalty or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure which means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. 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 is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

(b) Force Majeure shall not include insufficiency of funds or manpower or any event which is caused by negligence or intentional action of supplier.

#### **17. INDEMNITY**

The successful bidder shall indemnify the Dr.RMLIMS Lucknow against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the successful bidder in execution of or in connection with the work of this contract and against any loss or damage to the Dr.RMLIMS Lucknow in consequence to any action or suit being brought against the successful bidder for anything done or committed to be done in the execution of this contract. The successful bidder will abide by the job safety measures prevalent in India and will free the Dr.RMLIMS Lucknow from all demands or responsibilities arising from accidents or loss of life, the cause of which is the successful bidder's negligence. The successful bidder will pay all indemnities arising from such incidents without any extra cost to Dr.RMLIMS Lucknow and will not hold the Dr.RMLIMS Lucknow responsible or obligated. The Dr.RMLIMS Lucknow may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the successful bidder or single in case the latter chooses not to defend the case.

#### **18. ARBITRATION**

(i) In the event of any dispute or difference between parties hereto, such disputes or differences shall be resolved amicably within the period of 60 (sixty) days from the date of arising of such dispute or difference by mutual consultation. If such resolution is not possible, then the unresolved dispute or

differences shall be referred to the arbitration of the sole arbitrator to be appointed by the Director, Dr.RMLIMS Lucknow. The provisions of Arbitrations and Conciliation Act, 1996 (No. 26 of 1966), and any statutory modification or re-enactment thereof shall be applicable to the arbitration. The venue of such arbitration shall be at Lucknow or any other place, as may be decided by the arbitrator. The language of the arbitration proceeding shall be in English. The arbitrator shall make a reasoned award (the 'Award'), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation and presentation shall be borne by the party itself.

(ii) Pending the submission of and/ or decision on a dispute, difference or claim, or until the arbitral award is published, the parties shall continue to perform all of their obligations under this agreement without prejudice, to a final adjustment in accordance with such award.

#### **19. EXIT CLAUSE**

The contract of authorized local chemist may be terminated by any of the parties to the contract, after serving a prior notice of at least three months, the notice period shall start after receipt of the Notice by the other Party.

#### **20. NOTICES:**

20.1 Any notice given by one party to the other, pursuant to this Contract shall be sent to other party in writing by hand through authorized representative (with proof of identity), in writing by registered post or by facsimile and confirmed by original copy by post to the other Party's address as below.

The Director  
Dr.RMLIMS  
Lucknow

Bidder\* \_\_\_\_\_

20.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.

#### **21. MISCELLANEOUS**

a. The Director, Dr.RMLIMS Lucknow reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more eligible chemists.

b. Appointed chemist shall attend the meetings fixed by the HRF Office Dr.RMLIMS Lucknow, as and when called for.



## Part. 2

### Special Conditions of Contract

#### 1. COLLECTION OF INDENT FOR SUPPLY

The Authorized Local Chemist or his representative shall receive local purchase indent online through email from Dr.RMLIMS Lucknow during the time allotted before the specified closing hours.

The approved tenderer and/or there authorized representative, after obtaining the supply order shall supply the materials as per order to the Central Drug Store of Dr. RMLIMS, Lucknow within 24 hours. In case of emergency, the materials shall be supplied as per supply order within three hours after obtaining the supply order.

The chemist/chemist's representative will sign in the Attendance Register in the medical store of the **hospital as a proof of having attended the hospital. On Sundays /Holidays and beyond normal working hours, emergency orders may be placed by the Purchase section through email/ Central Pharmacy Store through email.**

#### DELIVERY OF SUPPLIES

b) After obtaining the order the H1 vendor will confirm that he will supply/not supply the goods within two to three hours. Failure to confirm Dr.RMLIMS Lucknow may procure the goods from H2/H3 Vendor.

After obtaining the order as specified in clause above, the approved tenderer and/or their authorized representative(s) shall supply the materials as per order to the Central Pharmacy Section of this hospital within 24 hours.

c) In case of the order placed by the store. The supply shall be made on the next working day and for "Emergency Orders" within 3 hours supply will be made to the Central Pharmacy store as mentioned in the requisition written. Emergency medicines to be supplied on the same day or the very next morning.

d) The tenderer or his representative should be available / approachable for 24 hours over phone for supply of all items. In case of any emergency requirements, if the order is placed for any item at any time, the requisitioned item shall have to be supplied immediately. The contact telephone number, mobile number, Fax and E-Mail must be provided to the hospital authority for such purpose.

e) During normal office hours, the Central Pharmacy Section will receive the drugs, consumables, surgical items, etc. and will verify the "Maximum Retail Price/Catalog Price" and other particulars and certify on the Challans/Indents as well as bills.

f) The medicines/ drugs to be supplied will be of standard quality. In case, it is found that any particular medicine has expired, or is substandard or spurious, the Local Chemist will be liable to be black-listed for a period of five (5) years for future participation in any Dr.RMLIMS Lucknow tender. Besides this any other legal action as deemed fit will be taken. If for any reason local chemist fails to immediately supply the medicines and the hospital is compelled to procure the same from other local chemist, extra expenditure on this account will be recovered from subsequent bill(S) / security deposit.

Under no circumstances the indented medicines not to be substituted in case the indent is of Brand/ Generic items, as the case may be.

g) Against each item, the "Maximum Retail Price" (M.R.P.), selling price, taxes claimed, etc. must be clearly mentioned along with the Batch/Lot No., Manufacturing Date, Expiry Date, in daily Challans/Indent and the bills submitted fortnightly.

h) All the Challans/Indent as well as bills are to be submitted strictly in triplicate. Bill should be pre-receipted with application of revenue stamp wherever necessary. Care should be taken submit the Challans/Indents and bills duly completed and without any errors to prevent rejections/cancellation/delay in their processing of bills.

i) All items /drugs/ consumables/surgical consumables must have sufficient useful life for use in hand before it is supplied to this hospital.

## **2. NON-SUBSTITUTION**

In case- of indent for specific brand of medicines, the brand shall not be substituted.

## **3. METHOD OF SUPPLY**

### **3.1 PACKED SUPPLIES**

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/drug on any particular day.

## **4. INDIVIDUAL PACKETS**

The local chemist shall supply bar-coded medicines in individually identified packet for each beneficiary.

## **5. LIFE PERIOD OF MEDICINES SUPPLIED**

Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should be more than six months at the time of supply.

### **6.1 ONLINE CONNECTIVITY WITH Dr.RMLIMS Lucknow**

The local Chemist shall ensure reliable internet connectivity to ensure connectivity to Dr.RMLIMS Lucknow to receive online indent. Copies of the indent shall be printed by the local chemist on plain computer stationary as per the specifications prescribed by Dr.RMLIMS Lucknow. The chemist must also have facilities for Bar code printing as well as bar code scanning.

### **6.2 PRESENTATION OF BILLS:**

(i) The Authorized Local Chemist shall present the bill to respective unit for the supplies made during monthly..

The bill should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, rate, discount as per contract etc. and any other information required by the Dr.RMLIMS Lucknow.

(ii) The fortnightly bill shall be supported by the original indent along with the "Chemist report" from the faculty in charge Central Pharmacy under his/her signature, with date, seal of the office for receipt of the items indented, penalty imposed and satisfactory/unsatisfactory performance of chemist.

Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained.

#### **7. PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED**

Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honored in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines/consumables.

#### **8. PERFORMANCE SECURITY**

The amount of Performance Security shall be liable to be forfeited if the medicines supplied by the Authorized Local Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality. The

Performance Security is also liable to be forfeited if the authorized chemist:

- i) Fails to adhere to the terms of the Contract or
- ii) Supplies any sub-standard, spurious drugs or substitutes medicines.
- iii) Delays supplies.
- iv) Over charges
- v) If the chemist is found engaged in corrupt, collusive, coercive and/or fraudulent practices including subcontracting.
- vi) The Chemist stop the supplies of the medicines/drugs without giving 90 days prior notice.

#### **9. DEDUCTIONS FOR DELAY/ DEFAULT**

9.1 In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then supplier will be penalized Rs.1000/- along with the cost of the specific brand of medicines for each such default.

9.2 In case the supplier fails to supply indented drugs/medicines, then Dr.RMLIMS Lucknow will be entitled to procure the same from any other chemist and will charge the difference of MRP and price after deducting discount offered by the ALC, will be deducted from the future bills/PBG of the ALC.

#### **10. TERMINATION FOR DEFAULT**

Dr.RMLIMS Lucknow may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the Contract in whole or part:

- a. If the chemist fails to provide any or all of the services within the period(s) specified in the Contract
- b. If the chemist fails to perform any other obligation(s) under the Contract.
- c. If the chemist, in the judgment of the CGHS has engaged in corrupt, fraudulent, collusive, and or coercive practices in competing for or in executing the Contract including sub-contracting.

## **11. RESERVATION OF RIGHT FOR APPOINTMENT OF MORE CHEMISTS**

The Competent authority, The Director, Dr.RMLIMS Lucknow reserves the right to appoint any number of Authorized Local Chemists during the currency of the contract.

Without prejudice to the right, emergency purchases can be preferred from any of the empaneled chemist irrespective of such allotment to each Authorized Local Chemist for purchase of normal supplies.

The following steps/measures will be adopted in the instances mentioned below:

- a. Exit by ALC midway through contract
- b. Unsatisfactory performance report regarding ALCs received from users

In instances 'a' and 'b', performance security of the vendor will be forfeited. Offer shall be made to the existing H2/H3 vendor in the city at his H1 discount. If the Offer is declined by such Chemist, open offer will be made to all vendors who participated in the tender and contract will be awarded to the vendor offering the highest discount to supply that unit till the validity of his contract with Dr.RMLIMS Lucknow (along with extendable time limit as per contract). If this also fails, then retendering will be done. In the event of acceptance by the bidder/vendor in any of the aforementioned case, performance security as admissible will be deposited by the vendor before the award of contract.

## **12. SUPPLY OF MEDICINES:**

12.1 Sufficient stock of standard quality of medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the patients and EHS beneficiaries of Dr.RMLIMS Lucknow.

12.2 In case of failure or refusal on chemist's part to supply the medicines to the purchaser/beneficiaries within the time as provided in the relevant clauses of this Tender document, the contract is liable to be terminated /cancelled at chemist's risk and cost. Any EMD/PBG additional cost involved in arranging supply from alternative source will be recovered from the chemist. This will be in addition and without prejudice to the deduction in clauses 9.

12.3 The chemist will indicate batch number, name of manufacturer, date of expiry of drugs indented in the relevant columns of the Indent sheet at the time of supplying the medicines/drugs to the central pharmacy.

12.4

(a) The medicines/drugs to be supplied shall be of standard quality. In case it is found that a drug/medicine is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's (Appointed Authorized Local Chemist) firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated against them as per law. The chemist will ensure that the medicines are transported and supplied to the Dr.RMLIMS Lucknow while maintaining the conditions as specified.

(b) In case of indent of drugs by a specific brand of medicines, the same shall not be substituted by another brand. If any such case is noticed during subsequent scrutiny after or before the payment, the supplier will be penalized for Rs.1000 in addition to the cost of the specific brand of medicine indented for each such default.

12.5 The designated chemist shall deliver the indented medicines in separate packets for each EHS beneficiary.

### **13. PAYMENT**

Payments of the bills presented will normally be arranged in 4 to 6 weeks from the date of presentation of the bill however, the authorized chemist shall make no claim from the Dr.RMLIMS Lucknow in respect of interest or damages in case the payment is delayed for any reasons. The payment will be made through Cheque / RTGS for which bidder should give requisite details of bank address, Account No. etc.

## Tender Checklist

CRITERIA ESTABLISHING ELIGIBILITY OF BIDDERS AND DOCUMENTS TO BE UPLOADED ON THE U P E TENDER PORTAL IN PROOF THEREOF:

## Part1- Technical Bid

S.No	Description of Documents Submission	Provide Page No. as of Uploaded Document
1	Tender Document Cost deposited by NEFT/RTGS only. The Details of Receipt/proof of the online submission of Tender Fees must be attached along with the Technical Bid.	
2	Earnest Money deposited by NEFT/RTGS only for each category. The Details of Receipt/proof of the online submission of EMD must be attached along with the Technical Bid.	
3	Original Tender Document signing all the pages	
4	Valid drug license for retail chemists as per Drugs & Cosmetics Act.	
5	No Conviction Certificate from State Drug Controller that there is no case pending under the drugs & cosmetics Act and Rules thereunder as well as under Drug Price Control Order against the firm during the last 3 years. No Conviction Certificate should not be issued earlier than year 2021.	
6	Valid Trade License.	
7	Latest Sales Tax/ GST registration certificate.	
8	Mandate Form For e-payment purpose	
9	Audited Annual Turnover of Rs. 5.00 Crore or more, duly certified by Chartered Accountant along with profit & loss account and income & Expenditure statement of the firm for the last three years.	
10	The supplier should be willing to supply the items within the time limits as specified in the terms and conditions of this tender document at Dr.RMLIMS Lucknow. The name, addresses, phone no., fax no. e-mail etc., should also be given.	

## Part 2: Financial Bid/ Price Bid

1	Rate/Discount Quotation As per BOQ.	
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**TENDER ACCEPTANCE LETTER  
(To be given on Company Letter Head)**

Date:

To,

Director  
**Dr.RMLIMS Lucknow**

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: \_

Name of Tender/ Work: -

Dear Sir,

1. I/ We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

2. I/ We hereby certify that I/ we have read the entire terms and conditions of the tender documents from Page No. \_\_\_ to \_\_\_ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/ we shall abide hereby by the terms/ conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/ We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality/ entirety.

5. 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.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**ANNEXURE-III****SAMPLE OF BILL OF QUANTITY (BoQ)**

S. No	Item Description	Uniform Discount on printed MRP (Inclusive of all taxes) offered on all items of supply by bidder(%) to be filled by bidder as number	Net rate (L)= 100- Discount	Net Rate in words
1	2	3	4	5
		KINDLY DO NOT FILL ANY FIGURES HERE		
		KINDLY DO NOT FILL ANY FIGURES HERE		
		KINDLY DO NOT FILL ANY FIGURES HERE		
		KINDLY DO NOT FILL ANY FIGURES HERE		

This is only a sample of BoQ. Kindly do not fill any figures here, else bid will be rejected. The bidder will submit his price bid on-line only, in the BoQ uploaded on UP E TENDER portal.

Signature of the Tenderer:

(Office Seal of the Tenderer)



**E-TENDER FOR EMPANELLEMENT OF LOCAL CHEMIST AT DR.RMLIMS LUCKNOW for supply of  
drugs/medicines/CSSD/Surgical Consumables**

Declaration of Bidder (as an affidavit on Rs. 100/- non judicial stamp paper)

From:

Complete address of the bidder  
With Phone/ Fax, Mobile No & E-mail Address.

To:

The Director  
Dr.RMLIMS  
Lucknow

Dear Sir/Madam,

1. I/ We hereby offer to supply medicines/drugs/CSSD/Surgical Consumables to Dr.RMLIMS, Lucknow at the rate given in the BoQ and agree to hold this offer open till bid validity date. I / we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/ we have understood the Instructions to the Bidders and Conditions of Contract and fully accept them.
3. I / we are fully aware of the nature of drugs required and my/ our offer is to supply the medicines/drugs strictly in accordance with the requirements of Dr.RMLIMS Lucknow.
4. I / we agree to arrange supplies of standard quality medicines/drugs/CSSD/Surgical Consumables in accordance with the nomenclature, specifications and packages given in the local purchase indents.
5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under. I/we will ensure that the Drug Licenses remain valid during the tendering process and during period of the contract with Dr.RMLIMS Lucknow.
6. My/ our agency has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.
7. My/our agency is not currently debarred/Blacklisted by any Government organization including Dr.RMLIMS, Lucknow.
8. My/our agency was not empanelled earlier by Dr.RMLIMS Lucknow and that if empanelled earlier, then my/our contract was not terminated by Dr.RMLIMS Lucknow in the preceding three years.
9. I/We also undertake that:
  - (a) I/We have not agreed with my/our competitors about bids.
  - (b) I/We have not disclosed bid prices to any of my/our competitors.
  - (c) I/We have not agreed to join or collude with others in any form which could lead to bid rigging in any form or manner whatsoever, and
  - (d) I/We have not attempted to convince a competitor to rig bids.
10. I/We have submitted financial bids for supply of medicines/drugs/CSSD/Surgical Consumables to Dr.RMLIMS Lucknow the names of which are given below along with EMD details:

Sl.No	Name of Category medicines/drugs/CSSD/Surgical Consumables.	Value of NTRP payment in INR	NTRP transaction Reference No.	Transaction Date of NTRP

11. I/We undertake that in the on-line BoQ (price bid), we have quoted discounts against the category for which we will supply. I/we are also aware that in the on-line BoQ uploaded by me/us, the discount for a category will not be considered. If requisite value of EMD has not been received against it.

**SIGNATURE OF BIDDER**

## BANK MANDATE FORM FOR COMPANIES

(To uploaded on UP E TENDER portal) Electronic Clearing Service (Credit Clearing/Real Time Gross Settlements (RTGS) Facility for Receiving  
Payment

1	Name of Company	
2	Bank Account No.	
3	RTGS/NEFT Branch Code.	
4	Name of Bank	
5	Branch Name	
6	Account type	
7	MICR No	
8	BSR Code	
9	Mail Id of Company	
10	PAN No. of Company	
11	TAN No. of Company	
12	Mail Id of the Bank	
13	Tel. No. of the Bank	
14	Address of Bank	

## Date of Effect

I hereby declare that the particulars given are correct and complete. If the transaction is delayed, or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible I have the read option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Signature of Customer

**UNDERTAKING**

(On Non Judicial Stamp Paper of Rs 100)

We hereby undertake that rates offered by us, will be within the price ceiling fixed by National Pharmaceuticals Pricing Authority (NPPA), Ministry of Chemical & Fertilizers. We further undertake that in case there is any down-ward revision by the NPPA, same will be passed on to the Dr.RMLIMS Lucknow from the effective date during the currency of the contract and in case of failure to do so we are liable to be debarred from future Dr.RMLIMS Lucknow Tender Inquiry for a further period of two years along with recovery of excess payment made due to reduced rate.

For and on behalf of the firm

Firm's Name & Address

**Vendor Details Form**

(To be submitted along with RTGS/NEFT form of EMD and also uploaded on UP E TENDER portal) (On letter head of supplier in typed form)

- 1) Name of Firm :
- 2) PAN Number:
- 3) UTR NO :
- 4) GSTN Number:
- 5) TAN No.:
- 6) Address :

City:

Country:

District :

State :

Pin code:

- 7) Mobile No.:
- 8) Landline Phone No. :
- 9) Email ID:
- 10) BANK DETAILS

Bank Name:

Account No.:

Address:

IFSC Code:

Signature of vendor with stamp

Date:



Stamp Rs 100

Agreement Copy

EMPANELMENT OF AUTHORISED LOCAL CHEMIST WITH Dr.RMLIMS Lucknow

Memorandum of an agreement of / /\_\_\_ (Date/Month/Year) between the Dr.RMLIMS Lucknow

\_\_\_\_\_ and on the part and between M/S \_\_\_\_\_ (here-in-after the "Authorized Local Chemist") on the other part whereby the said officer agrees to grant the rights hereunder specified and the Authorized Local Chemist agrees to undertake agreement of supplying Drugs, medicines, CSSD, surgical consumables as per the demand of Dr.RMLIMS Lucknow upon the following terms and conditions:-

- 5.1 That the Authorized Local Chemist shall obey all official orders, routine instructions and regulations from time to time in force during the continuance of this agreement, including instructions/orders from time to time for fixing of cost in respect of sale of medicines and consumables to Dr.RMLIMS Lucknow.
- 5.2 M/S..... has agreed to give ..... % ( percent) overall discount on MRP (including GST/ other type of taxes etc.) for the medicine and consumables procured during the period of agreement as per part-2 (Commercial Term). The Authorized Local Chemist agrees for the following terms and conditions: -
- 5.3 That medicine and consumables will be supplied at the % overall discount on MRP (including GST/ other type of taxes etc.) (not less than 20 percent) for the medicines/ consumables procured during the period of agreement as per part-2 ( Commercial Term).
- 5.4 That the Authorized Local Chemist agrees to deliver the medicines at the location of Central Pharmacy Dr.RMLIMS Lucknow (by 0900hrs next working day) during the period of contract agreement within the stipulated time frame of maximum 24 hrs. (twenty-four hours) from the time requirement are conveyed by the Dr.RMLIMS Lucknow by means of telecom/SMS/e-mail or in case of emergency at the residence of the patients as directed by Dr.RMLIMS Lucknow.
- 5.5 That at no point of time, the stock of medicine and consumables supplied to "Dr.RMLIMS Lucknow will have shelf life less than six months (minimum gap between date of supply and date of expiry printed).
- 5.6 That the Authorized Local Chemist agrees to supply only those medicines and consumables which have been demanded by Dr.RMLIMS Lucknow and are not substituted.

- 5.7 Authorized Local Chemist will provide medicines & consumables in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/ drug on any particular day.
- 5.8 In case of EHS Beneficiaries Authorized Local Chemist shall supply bar-coded medicines indented for one patient in one packet and write the name and the beneficiary ID number on the packet of the patient.
- 5.9 That the Authorized Local Chemist agrees to take back and replace the not expended medicine/ consumables, if supplied to "Dr.RMLIMS Lucknow" in case not consumed within 60 days from the date of supply.
- 5.10 The Authorized Local Chemist shall not have any right to supply goods other than those demanded by Dr.RMLIMS Lucknow.
- 5.11 The Authorized Local Chemist shall at all times keep a sufficient stock of medicines & consumables as are necessary for supply of Dr.RMLIMS Lucknow.
- 5.12 If authorized Local Chemist is supplying medicines & consumables to other Govt/ Semi Govt agencies, the maximum discount on MRP offered to any agency (not less than 20 percent) will also apply to the supply made to Dr.RMLIMS Lucknow.
- 5.13 The authorized Local Chemist also agrees that he and his employees will not indulge in any manner, dealing directly with staff of Dr.RMLIMS Lucknow not dealing with procurement of Drugs, medicines/consumables and EHS beneficiaries.
- 5.14 Payment Terms. Payment of the Bills presented will normally be arranged in 4 to 6 weeks from the date of presentation of bill however, the authorized chemist shall make no claim from the Dr. RMLIMS, Lucknow in respect of interest or damages in case the payments is delayed for any reasons. The payment will be made through RTGS/Cheque etc.
- 5.15 Performance Bank Guarantee (PBG). authorized Local Chemist shall have to furnish Performance Bank Guarantee valid for 6 months beyond empanelment (i.e., for 2 yrs. 3 months) of signing of MoA to ensure efficient services, safeguard against any default and recovery if any.
- 5.16 This agreement will be valid for two years from to and renewed thereafter, if agreed to, by the management or invite fresh application for empanelment. The agreement may be terminated earlier by Dr.RMLIMS Lucknow by giving one month notice in writing.
- 5.17 Any notice given to the authorized Local Chemist under the terms of the agreement is deemed served if the same shall have been affixed on outer door or any other conspicuous part of the shop/address given by the authorized Local Chemist. This agreement may be terminated by the said officer without any notice for any of the following reasons: -
- 5.18 The medicines/consumables supplied at the concessional rates stipulated on Para 2(a) above are found to be sold to unauthorized persons.
- 5.19 If there is any breach of discipline by the authorized Local Chemist or his staff, of any conditions contained in the agreement.
- 5.20 If supplies any substandard, spurious drugs and substitutes medicines.

Signature Authorized Local Chemist Contractor)

Representative Dr.RMLIMS Lucknow

5.21 If the authorized Local Chemist fails to supply any Drugs/medicines/consumables required by the Dr.RMLIMS Lucknow within the stipulated period of 24 working hrs. without prior intimation and justification for delay.

5.22 If Dr.RMLIMS Lucknow finds that his services are no longer required on any ground whatsoever.

5.23 If the authorized Local Chemist is adjudged bankrupt or enters into any composition or agreement with or assignment for the benefits of his creditors, or in the case the company is wound up or taken on liquidation, or any execution of will on his property.

5.24 For violation of any part of the agreement.

5.25 In case of damage/loss caused to the medicines/consumables stores during transit to Dr.RMLIMS Lucknow due to any reasons such as accidents or otherwise, the Dr.RMLIMS Lucknow will not be responsible for the damages/ loss claim and the authorized Local Chemist will bear the cost of loss/damage itself.

5.26 The authorized Local Chemist shall pay license fee and taxes concerning his own trade, provided these are not provided free under the rules and regulations.

5.27 On termination of contract agreement due to violation of the terms and conditions as laid down in this contract deed, the authorized Local Chemist forfeits to exercise legal right to file any suit against the Dr. RMLIMS, Lucknow in the civil court of law under any circumstances.

5.28 Subject to the above conditions having been satisfactorily fulfilled this agreement shall be operative from \_\_\_\_\_ to \_\_\_\_\_ and would be deemed terminated on the later date.

Authorized Local Chemist Contractor) In presence of

Authorized Dr. RMIMS, Lucknow: -

Witness: -

No 1 \_\_\_\_\_

No 2 \_\_\_\_\_

(Rep of authorized Local Chemist)

(Rep of Dr.RMLIMS Lucknow )



**PERFORMANCE SECURITY FORM (PSF)**

**(For an amount of Rs 300000.00 for each category of the expected business in respect of EMPANELLEMENT OF LOCAL CHEMIST**

**at Dr. RMLIMS, Lucknow for supply of drugs / medicines/CSSD/Surgical Consumables)**

To,  
The Director  
Dr. RMLIMS, Lucknow

Whereas \_\_\_\_\_ (Name of successful bidder) herein after called "Successful Bidder" has undertaken, purchase contract No. \_\_\_\_\_ dated , \_\_\_\_\_ 2024 to

\_\_\_\_\_  
(Description of Services) hereinafter called "the Contract" in pursuance of Tender Document dated issued by \_\_\_\_\_.  
AND WHEREAS it is one of the terms of the tender document that \_\_\_\_\_  
the successful bidder has to submit a performance bank guarantee by a nationalized bank for entering into a contract.  
AND WHEREAS it has been stipulated by you in the said contract that the successful bidder shall furnish you with a bank guarantee by a nationalized bank for the sum specified therein as security for the compliance with the successful bidder's performance obligations in accordance with the contract. AND WHEREAS we have agreed to give unconditional and irrevocable guarantee for the successful bidder.

THEREFORE, WE hereby affirm that we are guarantors and responsible to you up to a total sum of Rs. --- --- /Rupees only) and we undertake to immediately pay you, upon your first written demand declaring the successful bidder to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

A letter from your office that the successful bidder has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful bidder is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us, notwithstanding any differences between you and successful bidder or any disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

In order to give effect to this guarantee you shall be entitled to act as if we are the principal debtor and any change in our constitution or that of successful bidder shall not, in any way, or manner affect our liability or obligation under this guarantee. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

We undertake not to revoke this guarantee during its currency. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

This guarantee shall come into force with immediate effect and shall remain in force and effect for a period of 60 days beyond the validity of the contract or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of ..... 2024 at.....

SIGNED, SEALED AND DELIVERED  
For and on behalf of (Name of the bank)

(Signature) (Name.....)

(Designation: .....)

(Address.....)

## **Item List**

	<b>Item Name</b>	<b>Item Description</b>
1	<b>Drugs/ Medicine (Generic)</b>	<b>Bid quoting less than 20% discount on MRP (Inclusive of all taxes) for branded and 60% on generic medicine drugs shall not be considered.</b>
2	<b>Drugs/ Medicine (Branded)</b>	<b>Bid quoting less than 20% discount on MRP (Inclusive of all taxes) for branded and 60% on generic medicine drugs shall not be considered.</b>
3	<b>CSSD ( Sterilization) Consumable.</b>	<b>CSSD product having MRP printed on the strip/ unit packed should only considered in tender. Bids quoting less than 45% discount on MRP (inclusive of all taxes) shall not be considered.</b>
4	<b>Surgical Consumables</b>	<b>Surgical Consumables product having MRP printed on the strip/ unit packed should only considered in tender. Bids quoting less than 45% discount on MRP (inclusive of all taxes) shall not be considered.</b>