

:::: निविदा सूचना ::::

महानिदेशक, चिकित्सा शिक्षा एवं प्रशिक्षण, उत्तर प्रदेश, लखनऊ, राजकीय मेडिकल कालेजों एवं उससे सम्बद्ध चिकित्सा संस्थानों में दवा की दुकानें खोले जाने हेतु निविदा आमंत्रित करते हैं। उक्त दवा की दुकानें मरीजों को केवल राजकीय चिकित्सा महाविद्यालयों के चिकित्सकों के वैध पर्चों पर अंकित दवाईयाँ, शल्य चिकित्सा तथा इम्प्लांट आर्थोटिक एण्ड प्रोस्थेटिक में प्रयोग होने वाले उपकरणों आदि को अनुमोदित दरों पर छूट देते हुए सातों दिन चौबीस घण्टे (24 X 7) दिन-रात अपनी सेवायें प्रदान करेगीं।

निविदा सम्बन्धी समस्त सूचना महानिदेशक, चिकित्सा शिक्षा एवं प्रशिक्षण, उ0प्र0 की वेबसाईट [www. updgm.in](http://www.updgm.in) पर उपलब्ध है। निविदा की धनराशि पे आर्डर/बैंक ड्राफ्ट निविदा फार्म के साथ "महानिदेशक, चिकित्सा शिक्षा एवं प्रशिक्षण, उ0प्र0, लखनऊ" के पक्ष में देय होगी। निविदादाता की निम्न अर्हताएं होनी चाहिए : -

- 1- निविदादाता (केमिस्ट) के पास निविदा खुलने की तारीख तक समस्त आवश्यक एलोपैथिक दवाईयाँ, शल्य चिकित्सा तथा इम्प्लांट आर्थोटिक एण्ड प्रोस्थेटिक में प्रयोग होने वाले उपकरणों आदि हेतु राज्य सरकार द्वारा अधिकृत औषधि नियंत्रक द्वारा औषधि एवं सौंदर्य प्रसाधन अधिनियम-1940 (Drug & Cosmetics Act-1940) के अन्तर्गत जारी कम से कम पाँच साल पुराना उचित लाईसेन्स निर्धारित प्रारूप पर होना आवश्यक है।
- 2- निविदादाता राज्य औषधि नियंत्रक अथवा अन्य नियामक अधिकारी द्वारा न तो दण्डित किया गया हो और न ही औषधि एवं सौंदर्य प्रसाधन अधिनियम के अन्तर्गत कोई वाद लम्बित हो।
- 3- निविदादाता (केमिस्ट) के पास विभिन्न ख्याति प्राप्त चिकित्सा संस्थानों/अस्पतालों में औषधि के साथ-साथ सर्जरी आदि में उपयोग होने वाली वस्तुओं के विक्रय एवं वितरण का दिनांक 31 मई, 2015 को पाँच वर्ष का अनुभव होना आवश्यक है।
- 4- वेट पंजीकरण प्रमाण पत्र निविदा के साथ उपलब्ध होना चाहिए।
- 5- निविदादाता की फर्म को टिन नं0 का भी आवंटन होना चाहिए।
- 6- जिलाधिकारी के द्वारा प्रदत्त चरित्र प्रमाण पत्र निविदा के साथ संलग्न किया जाये।
- 7- निविदादाता के पास कम से कम पाँच करोड़ का कारोबार (टर्नओवर) पिछले तीन वित्तीय वर्षों का होना अनिवार्य है (प्रमाण पत्र संलग्न करें)।
- 8- 500 बेड्डेड हास्पिटल में फार्मसी दुकान का अनुभव प्रमाण पत्र।
- 9- पिछले तीन वर्षों का आयकर रिटर्न की प्रतियाँ संलग्न करें।

निविदादाता/केमिस्टों से प्राप्त किसी आवेदन पत्र/समस्त आवेदन पत्रों को बिना किसी कारण के निरस्त करने का पूर्ण अधिकार महानिदेशक, चिकित्सा शिक्षा एवं प्रशिक्षण, उ0प्र0, लखनऊ के पास निहित होगा।

निविदा महानिदेशक, चिकित्सा शिक्षा एवं प्रशिक्षण, उत्तर प्रदेश, लखनऊ-226001 के कार्यालय में जमा करने की अन्तिम तिथि 23 जून,2015 अपरान्ह 12.30 बजे है।

(महानिदेशक)

OFFICE OF THE DIRECTOR GENERALA, MEDICAL EDUCATION & TRAINING, U.P.,
6TH FLOOR, JAWAHAR BHAWAN.

No. ME-1/2014/Tender/2015/1303

Lucknow, Dated- 18 May,2015

TENDER NOTICE

Director General, Medical Education & Training, U.P.,Lucknow invites Tender for opening and running a "24x7" Pharmacy / Chemist Shop" in the premises of State Medical Colleges/Institute for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. to patients only against valid prescriptions of State Medical College doctors at approved discounted rates.

The tender notice can be downloaded from the Website of the Govt. www.updgm.in. The cost of tender document is to be tendered in the form of pay order / Bank draft in favour of "Director General, Medical Education & Training, U.P., Lucknow" along with bid.

Minimum requirements for eligibility:-

1. The chemist must have held valid licenses for past 5 years as on the date of Bid opening in specified forms for various categories of allopathic medicines/Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act,1940.
2. The chemist must not have been penalised by the State Drugs authorities or any other regulatory body and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. Chemist should have at least five years experience as on 31st May, 2015 in selling / dispensing the medicines / surgical consumable etc. at reputed premises /Institutions/hospitals.
4. VAT Registration certificate should be available with the bidder.
5. TIN be allotted to the firm.
6. Character certificate issued by the District Magistrate is to be enclosed with the bid.
7. Atleast five Crores turnover for last three years is essential (Certificate to be enclosed with the Technical bid).
8. Experience of Pharmacy shop in the 500 bedded hospital.
9. Last three years Income Tax Returns should be enclosed with the bid.

The Director General, Medical Education, Lucknow reserves the right to reject all / any application received from the Chemists without assigning any reason thereof.

Last date for submission of tender is 23 June.,2015 by 12.30 P.M. in the Office of the Director General, Medical Education & Training U.P., Jawahar Bhawan, Lucknow-226001 (U.P)

Director General

Check List

Certificates / Documents required to be submitted in the Techno-Commercial Bid

The prospective bidders have to submit the following certificates / documents invariably along-with Techno-Commercial Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

S. No.	Documents To be Submitted	Document Enclosed YES/No	If Yes, Mention the Page No/ Annexure nowhere mentioned/ attached.	Remarks
1	EMD in the form of FIXED DEPOSIT RECEIPT			
2	Duly attested copies of valid licenses held by the bidder as on the date of opening in specified forms of various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drug and Cosmetics Act, 1940 and rules made there under.			
3	Copy of Declaration of bidder as per Annexure-A duly signed.			
4	Copy of the valid Registration Certificate of the organisation as per the applicable Act vide clause 2.3 along with the list of Executive Members of the Organisation/Trust/Firm.			
5	TIN & Sales Tax/VAT Registration Certificate.			
6	Undertaking that the voluntary organisation/Trust/NGO has not been convicted by State Drug Controller, and stating that no case is pending against the organisation under the "Drugs and Cosmetics Act and Rules" as well as under the "Drugs Price Control Order" issued from time			

	to time.			
7	Copies of the Audited Balance Sheets for the preceeding three financial years to establish the turnover the biddger.			
8.	Copy of Drug License for preceding five years.			

SIGNATURE OF TENDERER

OFFICE OF THE DIRECTOR GENERAL, MEDICAL EDUCATION
& TRAINING, UP, LUCKNOW.

Tender document for opening and running a “24x7” Pharmacy / Chemist Shop” in the premises of State Medical College/Institute for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices etc. to patients only against valid prescriptions of State Medical College/Institute doctors at approved discounted rates.

Bidding Schedule

The detailed schedule for the same is as follows :-

1. Price of Bid documents : Rs.2,000/- + (VAT 5%) in the form of Pay order/Bank Draft in favour of Director General, Medical Education, U.P, Lucknow.
2. Issue of blank Bid documents : Tender document* will be available on the DGME website from where it may be downloaded.
3. Web site address for blank bid : www.updgme.in
4. Date of floating the tender : **29 May, 2015**
5. Pre-bid Meeting : **11 June, 2015 at 04.00 pm**
(Meeting Hall of DGME Office, LKO.)
6. Amount of earnest money deposit : Rs.2,00,000/-(Rs. Two lakhs only)
by FDR (Fixed Deposit Receipt)
7. Method of submission of Tender : By Hand
8. Last date & time for submission of Bid: **23 June, 2015 upt 12.30 p.m.**
9. Date & Venue for Tender Opening : **23 June, 2015 at 04.00 P.M**
(Meeting Hall)

* In case the tender documents are downloaded from the website :

The bidders may download the tender documents directly from the website available at www.updme.in. In such case, the bidders are required to submit the tender cost fee of Rs. 2000/- + (VAT 5%) (Non-refundable) by way of separate demand draft drawn in favour of Director General, Medical Education, U.P., Lucknow and the same should essentially be enclosed along with the techno commercial bid. The bidders should specifically superscribe, “downloaded from the website” on the top left corner of the outer envelope containing techno-commercial bid & price bid separately. In no case, the tender cost fee should be mixed with EMD amount. The tenders not following the above procedure will be summarily rejected. Tenders should be submitted in two stage – two envelope system; Part-I containing technical bid in one sealed cover and Part-II containing price bids/financial bids in other sealed cover. All the pre-qualification documents including EMD as required in the tender document should invariably be accompanied with the technical bid. Tenders submitted without complying with the directions as above will be summarily rejected.

Instruction to Bidders

1. SCOPE OF WORK

- 1.1 To set up and operate 24x7 Pharmacy / Chemist Shop within the premises of State Medical College/Institute for supply of Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc. on discounted rates. The chemist shop will sell these items through computerized system and will submit the documentary proof, of supply of these items to the patients at the approved discounted rates. The space for shop will be provided **by State Medical College on Rs. 50,000/- monthly rent (revisable on extension).**
- 1.2 To maintain sufficient stocks of medicines, consumables, surgical items, Implants, Instruments, etc for sale at the Pharmacy/ Chemist Shop at discounted rates.
- 1.3 To sell medicines, surgical items, Implants, Instruments, etc. to patients only against valid prescriptions of Medical College/Institute doctors at pre-approved discounted rates.
- 1.4 Chemist will ensure use of bar-coding on each item and optical scanner at point of sales.
- 1.5 Expenditure on establishment of shop, broadband Internet connectivity, telephone, electricity, water etc. shall be borne by the chemist.
- 1.6 The selected chemist shall arrange & will be responsible for all clearances / formalities including drugs license from State Drug Controller for opening the chemist shop in the allotted space.
- 1.7 Selected chemist shall be responsible for making available adequately qualified staff in sufficient numbers in the shop as per the provisions of Drugs and Cosmetics Act, 1940 & rules made thereunder.

2. ELIGIBILITY

- 2.1 The chemist must be holding valid licenses as on the date of Bid

opening in specified forms for various categories of allopathic medicines issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made thereunder.

- 2.2 The chemist must not have been convicted by the State Drugs Authorities or any other regulatory body and no case should be pending under the provisions of Drugs and Cosmetics Act, 1940 & rules made thereunder
- 2.3 That the bidder must have the experience of operating a pharmacy in a 500 beds hospital.
- 2.4 Copy of the Sales Tax (VAT) Registration Certificate is to be furnished. Bidder shall also submit a certificate on the organization letter head stating that up-to-date returns have been filed there are no dues with the concerned department. Prospective bidder will also submit the copies of latest returns filed to the department of trade tax.
- 2.5 Bidder shall also submit last three years Income Tax Returns.

3. COST OF BIDDING

- 3.1 The bidders shall bear all the costs associated with the preparation and submission of their bid. The Department in no case will be responsible or be liable for these costs regardless of conduct or outcome of the bidding process.
- 3.2 A pre-bid meeting open to all prospective bidders will be held on 11 June, 2015 at 04.00 PM (as per Bidding Schedule), in the Meeting Hall of the Directorate of Medical Education, Lucknow wherein the prospective bidders will have an opportunity to obtain clarifications regarding work and tender conditions.

4. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

- 4.1 The bidder must submit his Bid in two parts as mentioned below:

Part 1 : “Technical Bid”

4.2 Earnest Money

The bidder are required to submit their EMD amount of Rs.2,00,000/- (Rs. Two lakh only) in the name of “Director General, Medical Education & Training, Uttar Pradesh, Lucknow” as Earnest Money. The Fixed Deposit Receipt must be issued by a Scheduled Indian Bank. Original EMD should be submitted along with the technical bid, failing which the quotation will be summarily rejected and no communication will be entertained in this regard.

4.3 Documents establishing Bidders eligibility (Technical Bid)

The following documents should be submitted along with the tender bid as mentioned below.

- a) EMD Rs.2,00,000/- (Rs. Two Lakhs only) in the form of Fixed Deposit Receipt {FDR} in favour of Director General, Medical Education & Training, U.P., Lucknow.
- b) Duly attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms for various categories of allopathic medicines issued by the Drug Control authority of the State under the provisions of Drugs and Cosmetics Act, 1940 and rules made there under. Copy of Drug License for preceding three years would be required.
- c) Copy of Declaration of bidder as per Annexure – A duly signed.
- d) Copy of the valid Registration Certificate as per the applicable Act vide clause 2.3 along with the list of Executive Members of the Organisation/ Trust/ Firm
- e) TIN & Sales Tax / VAT Registration Certificate.
- f) Undertaking that the voluntary organisation/trust/NGO has not been convicted by State Drugs Controller, and stating that no case is pending against the firm under the “Drugs and Cosmetics Act and Rules” as well as under the “Drugs Price Control Order” issued from time to time.
- g) Copies of the Audited Balance Sheets for the preceding three financial years to establish the turnover of the bidder.
- h) Last three years Income Tax Returns.

4.04 PERIOD OF CONTRACT

The contract shall initially be for a period of three years from the date of the signing of contract. However, strictly on the basis of the satisfactory performance it may be extended for a further period of two years at the recommendation of committee headed by District Magistrate of concerned district in which medical college situated.

4.5 RIGHT TO ACCEPT / REJECT ANY BID

The Director General, Medical Education & Training, Uttar Pradesh, Lucknow reserves the right to annul the bidding Process and reject all bids at any time without assigning any reasons and 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 such decision.

4.6 PERFORMANCE SECURITY GUARANTEE

The successful bidder will have to furnish a Performance Bank Guarantee for an amount of Rs. 50,00,000/- (Rs. Fifty lakhs only) either in the form of Bank Guarantee valid for 30 months (as per format at Annexure – B) issued by the Scheduled Bank or thorough FDR (Fixed Deposit Receipt) in favour of “Director General, Medical Education & Training, Uttar Pradesh, Lucknow”. No claim shall be made against DGME, Lucknow in respect of interest if any due on the Performance Security.

The Performance Bank guarantee should remain valid up to six months beyond the validity of the contract.

4.7 INDULGENCE IN CORRUPT OR FRAUDULENT PRACTICES

- (I) The department requires that the Bidder under this bid observes the highest standards of ethics during the procurement and execution of this contract.
- (II) In pursuance of this policy, the terms are set forthwith as follows:
 - a) “corrupt practice” means offering, giving, receiving or soliciting any thing of value to influence the action of the public official in the contract execution; and
 - b) “fraudulent practice” means misrepresentation of facts in

order to influence the execution of the contract to the detriment of the Institute, and it includes collusive practices among Bidders (prior to or after bid submission) designed to deprive the Medical College/Institute of the benefits of free and open competition.

- (III) The department will reject a proposal for award if it determines that the bidder recommended for award was engaged in corrupt or fraudulent practices in competing for this contract.
- (IV) The department will declare a firm ineligible, either indefinitely or for specified period of time, for award of the contract if at any time during tendering or, contract period it determines that the firm was engaged in corrupt and fraudulent practices in competing for or in executing the contract.

Part 2: "Commercial Bid"

5.

Duly filled-in prescribed Bid Form (**Price Bid** as per Annexure-C) containing the discount offered on MRP will have to be submitted. The discount offered on **printed MRP on all items across the department, to be sold** at the pharmacy/chemist shop. The space provided by the Principal of the State Medical Colleges & stock of all items should be displayed by the Chemist on his own expenses on Notice Board.

5.01

Contract will be awarded to the bidder who will quote for maximum percentage of discount on printed MRP on all items across the board, subject to fulfilment of technical bid and all other terms and conditions.

Percentage discount will become applicable on the MRP mentioned and will be inclusive of VAT etc. No taxes of any kind would be levied on the discounted price.

5.02

The Bid is liable to be rejected, if the required information / documents have not been furnished as asked for. Individual signing the Bid and other documents must specify whether he signs as :

- i. A partner of the organisation/trust/NGO, if it is in joint ownership/trusteeship/partnership then in that case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.

A person signing the Bid form or any document forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts on such other person. If on enquiry, it appears that the person so signing has no authority to do so, the DGME, Lucknow without prejudice to other Civil and Criminal remedies, can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

5.03 PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 90 days after the date of bid opening and shall be further extendable by another 30 days at the request of DGME, Lucknow.

5.4 INVENTORY MANAGEMENT

1. Inventory management will be through computerized system
2. Periodical inspection by the duly constituted Monitoring committee will be carried out to verify the stock position of medicines, cold chain maintenance, bar coding etc.

5.05 PENALTY

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

5.6 FORFEITURE OF EMD / PERFORMANCE SECURITY.

- (I) The Earnest Money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails:
 - i. To sign the contract in accordance with the terms and conditions, and
 - ii. To furnish Performance Security as per the terms and conditions.

- (II) Performance Security** is liable to be forfeited if selected chemist:
- I) Fails to adhere to the terms and conditions of the contract
 - II) Supplies any sub-standard, spurious medicines, substituted drug/molecule etc.
 - III) Non – availability of common medicines / surgical consumables, etc.
 - IV) Over – charging i.e. not offering the pre determined discount
 - V) Non-payment of rent / any other dues.

6.1 SUBMISSION OF BIDS

Bidders will submit all the Bid documents, under two-bid system (Technical Bid & Price Bid in separate Sealed covers), only by hand in the name of “Director General, Medical Education & Training, Uttar Pradesh, Lucknow” by 23 June, 2015 upto 12.30 PM.

6.02 OPENING OF BIDS

Tender (Technical Bid) shall be opened in the Meeting Hall of Directorate of Medical Education, U.P., Jawahar Bhawan, 6th floor, Lucknow on 23 June, 2015 at 4.00 PM.

7 MISCELLANEOUS

The successful Bidder’s Earnest Money will be returned upon the Bidder executing the Contract and furnishing the Performance Security. Unsuccessful Bidder’s Earnest Money will be returned within 30 days after the successful completion of the tender process.

Terms and Conditions of Contract

1. NON SUBSTITUTION

The chemist will not change Drug / Molecule mentioned by the treating doctor. In case of request for specific brand of medicines, the brand shall not be substituted irrationally. However, the chemist shop will be provided with a list of all the standard manufacturers ; duly recommended by the Monitoring Committee constituted by the Director General, Medical Education & Training, U.P., 6th floor, Jawahar Bhawan, Lucknow.

2.1 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.

2.2 INDIVIDUAL PACKETS

The chemist shall put all medicines / surgical items as per prescription per patient in one packet.

3. LIFE PERIOD OF MEDICINES SUPPLIED

Every medicine has its own shelf-life period mentioned on the label of medicine / surgical consumables. The shelf life of medicines / surgical consumables supplied should not have passed more than half of its shelf life at the time of supply.

4. PERFORMANCE SECURITY

The amount of Performance Security shall be liable to be forfeited if the medicines / surgical consumables, etc supplied by the authorized Chemist against the request placed on them in pursuance of this contract are subsequently found as having not conforming to quality.

Performance Security is liable to be forfeited if selected chemist:

- i. Fails to adhere to the terms and conditions of the contract

- ii. Supplies any sub-standard, spurious medicines, substituted medicine etc.
- iii. Non – availability of common medicines / surgical consumables, etc.
- iv. Over – charging i.e. not offering the pre determined discount
- v. Non-payment of rent / any other dues.

The Chemist should not stop the sale of the Medicines / Surgical Consumables / Implants / Orthotic and Prosthetic Devices . . . etc. without giving 30 days prior notice to DGME, Lucknow.

5. PENALTY FOR DEFAULT

The firm will ensure availability of all medicines & surgical consumables at all times. In case of non-availability of any item, the firm will procure the requisite item from nearby market and provide the same within an hour to the patient.

In case the chemist fails to supply the prescribed medicines and other items, a penalty will be imposed which has to be decided on the merit of the complaint by the Competent Authority.

In case of prescription for specific brand of medicines and other items, the same shall not be substituted. If any such case is noticed during random check / complain by the purchaser etc after the payment, then chemist will be penalized for Rs. 1000/- plus cost of the specific brand for each such default.

6. TERMINATION FOR DEFAULT

The DGME, 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 bidder fails to provide any or all of the services within the period(s) specified in the Contract
- (b) If the bidder fails to perform any other obligation(s) under the Contract
- (c) If the bidder, in the judgement of the DGME, Lucknow has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

7. SALE OF MEDICINES etc.

7.1 Sufficient stock of standard quality of medicines / surgical item / medical implant / Orthotic and Prosthetic Devices at all times will have to be maintained by the chemist.

7.2 The chemist will indicate name of the medicine, quantity, batch number, date of expiry including Discount given in the Cash Memo at the time of supplying the medicines / surgical item to the purchaser.

7.3 The medicines / surgical item etc. to be supplied will be of standard quality. In case, it is found that any particular medicines/surgical item, etc. is expired or is near to the date of expiry, found not of standard quality, substandard or spurious, chemist will liable to be penalised which may include being debarred for a period of 3 years besides other legal action as may be necessitated.

7.4 Medicines / surgical items for the patient shall be supplied in individual packets by the chemist.

8. RETURN OF UNCONSUMED STOCK OF MEDICINES /SURGICAL ITEMS.

Chemist will accept the stock of unconsumed / unused stock of medicines / consumable / items etc from patient, if returned to him in good & original pack within a week of purchase along with the original cash memo and refund the original amount.

9. INDEMNITY

The bidder shall indemnify the Institute against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra

cost to hospital and will not hold the hospital responsible or obligated. DGME may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

10. ARBITRATION

The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever (the decision whereof is not herein otherwise provided for) shall arise between the hospital and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by sole arbitration of the Director General, Medical Education & Training, U.P., Lucknow, who shall give written award of his decision to the Bidder. The decision of the Director General, Medical Education & Training, U.P will be final and binding. For all legal matter, jurisdiction will be of Delhi High Court only.

11. NOTICES

- 11.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy.
- 11.2 Notice shall be effective when delivered or on the notice's effective date, whichever is later.

ANNEXURE – A
Declaration of Bidder

From:

Complete address of the bidder with Phone/Fax & Mobile No.

To:

The Director General,
Medical Education & Training,
U.P., 6 th floor, Jawahar Bhawan,
Lucknow.

Dear Sir,

1. I / We hereby offer to open & run 24 x 7 pharmacy / chemist shop to sell medicines and surgical consumables / implants etc. to patients attending State Medical College/Institute as indicated in the Bid notice in the acceptance of Bid at the rate given in **Price Bid** attached and agree to hold this offer open till_____. 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 medicines and surgical consumables / implants etc. required ; and my / our offer is to sell the medicines and surgical consumables / implants etc. strictly in accordance with the requirements of patient.
4. I/ we agree to arrange supplies of standard quality drug and surgical consumables / implants.
5. I / we agree that the supply of aforesaid will comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My / our organisation has not been convicted by the State Drugs Authorities or any other regulatory body and no case is pending under the Drugs and Cosmetics Act and Rules.

SIGNATURE OF WITNESS

NAME

ADDRESS:

SIGNATURE OF BIDDER

NAME

ADDRESS:

**PERFORMANCE SECURITY FORM (PSF) (For an amount of
Rs.50,00,000/- (Rupees Fifty Lacks only)**

To,

Director General,
Medical Education & Training,
U.P., 6th floor, Jawahar Bhawan,
Lucknow.

WHEREAS

_____ (Name of
successful bidder)

Hereinafter called "Successful Bidder" has undertaken, purchase
Contract NO. _____

Dated _____ 2014

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
scheduled 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 scheduled
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 guarantee for the successful
bidder.

1.THEREFORE WE hereby affirm that we are guarantors and responsible
to you up to a total sum of Rs. 50,00,000/- (Rupees Fifty Lacks only) and
we undertake to 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.

2.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.

3.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.

4.You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and cognitions 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 forbear 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.

5.We undertake not to revoke this guarantee during its currency.

6.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.

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

Signed and sealed this day of 20__at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name)

(Designation)

(Address)

ANNEXURE – C
PRICE BID

From:

Complete address of the bidder
with Phone/Fax & Mobile No.

To:

The Director General,
Medical Education & Training,
U.P., 6th floor, Jawahar Bhawan,
Lucknow.

Dear Sir,

I/We hereby offer to sell medicines/items to patients at the rate
given below:-

- 1) Uniform Discount on the Printed Maximum Retail Price offered on
All items of supply-

Sr.No.	Type of Drug	Discount offered on Printed MRP (In figures)	Discount offered on Printed MRP (In words)
1.	All Items		

- 2) I also undertake to keep the above quoted rate of discount on the
Printed Retail Price on all items available for sale valid, till duration
of this contract.

Signature_____Name_____

Rubber Stamp

