



GURU GOBIND SINGH MEDICAL COLLEGE, FARIDKOT. (PUNJAB)- 151203.
(Constituent Medical College of Baba Farid University of Health Sciences, Faridkot)

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No.Purchase/GGS/2017/...13.3.63

Dated....11/5/2017

Sub: Tender for supply and signing rate contract of Implants required at this Institution for different departments.

Sealed Tenders are invited for supply and signing rate contract for one/two years for supply of Implants required at this institution for different departments on terms & Conditions given as under:-

Sr.No	Name of Item with Specifications
1.	Pedicle Screws with Rods :- all Sizes (Indian and Imported)
2.	Aneurysm Clips- Angled, straight, Fenestrated, curved with Clip Applicator. Indian and Imported
3.	Dental Bone Plates -2.5mm stainless steel mini 4 hole plate with gap -2.5mm stainless steel 6 hole plate with gap -6mm screws -8mmScrews For Maxilla -2mm stainless steel mini 4 hole Plate with gap -4 Hole Plates (L-Shaped) -4mm Screws
4.	Ophthalmology -Non Foldable Poly Methyl Methacrylate lens, Optic Size 5.25 mm (All Powers) -Non Foldable Polymethyl Methacrylate lens optic size 6.0mm (All powers) -Non Foldable Poly Methyl Methacrylate Lens Optic size 6.5mm (All Powers) -Indian Hydrophilic Foldable Acrylic Lens (Unifocal) Optic Size 6.0mm (All Powers) - Indian Hydrophobic Aspheric Acrylic Lens (Unifocal) Optic Size 6.0mm (All Powers) - Indian Hydrophobic Multifocal Aspheric Acrylic Lens (All Powers) -Indian Hydrophobic Toric Aspheric Acrylic Lens (All Powers) -Imported Monofocal Hydrophobic Acrylic Lens (All Powers)--Imported Monofocal Hydrophobic Aspheric Acrylic Lens (All Powers) -Imported Multifocal Hydrophobic Aspheric Acrylic lens (All powers)
5.	Ped. Surgery -Chhabra Slit and Spring, Ventriculo-peritoneal Shunt, Low Pressure (Surgiewear) -Chhabra Slit and Spring VP Shunt, Moderate pressure/Medium Pressure (Surgiewear)
6.	Chemo Implants Port -Base Fits within 32mm Diameter -Internal Volume 0.5ml

	<p>-2000 unctures maximum with 22G Non Coring needle</p> <p>Catheter</p> <p>-9.6 F, 3.1 mm OD, 1.6mm ID</p> <p>-Depth marking every 1 cm</p> <p>-Priming Volume 1.5ml (0.20mLper 10cm of Length)</p> <p>-Average gravity Flow rate>500mL/h W/19G Non coring Needle.</p>
7.	<p>OrthoPedic</p> <ol style="list-style-type: none"> 1. DCP small plate with screws and Instruments Implant material S.S 2. DCP Small Locking Plate with Screws and Instruments Implant material S.S and Titanium. 3. 1/3 RD Tubular Plate with Screws and Instruments Implant material S.S and Titanium. 4. DCP narrow Plate with screw and Instruments Implant material S.S. 5. DCP Narrow Locking Plate with Screws and Instruments Implant material S.S and Titanium. 6. TIBIA Nail cannulated with Locking Bolts and instruments implant material S.S and Ttanium. 7. Femur Nail cannulated with locking Bolts and Instruments Implant material S.S and Titanium. 8. Tibia nail Solid with Locking Bolts and Instruments Iplant material S.S. 9. Femur nail Solid with Locking Bolts and Instruments Implant material S.S. 10. Distal Femur Locking Plate with Screws and Instruments implant material S.S and Titanium. 11. Lateral Tibia Locking Plate with Screws and Instruments Implant Material S.S and Titanium. 12. Low profile Proximal humerous Plate (LPHP Plate) with screws and Instruments implant material S.S. 13. Phillos Plate with Screws and Instruments Implant material S.S and Titanium. 14. Extra Articular Plate with Screws and Instruments Implant material S.S and Titanium. 15. Distal Humorous Locking Plate with Screws and Instruments Implant material S.S and Titanium. 16. Anterio Lateral Distal Humerous Plate (ALDHP) with screws and Instruments implant material S.S and Titanium. 17. Medial Distal Humeros Locking Plate with screw and Instruments Implant material S.S and Titanium. 18. Distal Tibia Locking Plate (ADMT) with screws and Instruments implant material S.S and Titanium. 19. Radial Head Prothesis Implant material Titanium. 20. Tumour Prothesis Total Hip Implant material S.S and Titanium. 21. Total shoulder/Total Reverse shoulder implant material S.S and Titanium. 22. Prosterior cage implant material Titanium. 23. Spine surgery with Mono screws with Instruments Implant material Titanium. 24. Low Bend Distal Tibia Locking Plate Implant material S.S and Titanium. 25. Reconstruction Plate with screws and Instruments implant material S.S and Titanium. 26. Reconstruction Locking Plate with Screws and Instruments

	<p>implant material S.S and Titanium.</p> <p>27. K-wire Implant material S.S and Titanium.</p> <p>28. Tension Bend wiring Implant material S.S.</p> <p>29. DHS/DCS Plate Locking/Non Locking with screws and Instruments implant material S.S and Titanium.</p> <p>30. Proximal Femur Nail (PFN) with Locking Bolts and Instruments Implant material S.S and Titanium.</p> <p>31. Bipolar Prosthesis with Bone Cement and Dispenser Implant material S.S.</p> <p>32. Modular Bipolar Prosthesis with Bone Cement and Dispenser.</p> <p>33. Uncemented THR Indian/Imported with Instruments.</p> <p>34. Cemented THR Indian/Imported with Instruments.</p> <p>35. Total Knee Replacement Indian/Imported.</p> <p>36. Modular Bipolar Uncemented Indian/Imported with Instruments.</p> <p>37. Retrograde Nail with Locking Bolt and Instruments Implant material S.S.</p> <p>38. 6.5 Cancellous cannulated Screw with washer implant material S.S and Titanium.</p> <p>39. 4MM Cancellous Cannulated screw with washer Implant material S.S and Titanium.</p> <p>40. Malleolar Screw with washer Implant material S.S and Titanium.</p> <p>41. S.T Pin with Bohler Stirrup Implant material S.S and Titanium.</p> <p>42. Olecranon Plate with Screws and Instruments implant material S.S.</p> <p>43. T-Oblique Plate with Screws and Instruments implant material S.S.</p> <p>44. Proximal Femur Plate with Screws and Instruments Implant material S.S.</p> <p>45. Low Profile Proximal Tibia Plate With Instruments Implant Material S.S And Titanium</p> <p>46. Proximal Medial Tibia Plate With Screws And Instruments Implant Material S.S And Titanium</p> <p>47. External Fixator Set Implant Material S.S</p> <p>-Tubular Rod 6"</p> <p>-Tubular Rod 8"</p> <p>-Tubular Rod 10"</p> <p>-Tubular Rod 12"</p> <p>-Tubular Rod 14"</p> <p>-Tubular Rod 16"</p> <p>-Tubular Rod 18"</p> <p>-Ao Type Single Pin Clamp</p> <p>-Tube To Tube Clamp</p> <p>-T-Clamp</p> <p>-6.5 Cancellous Schanz Pin</p> <p>-4.5 Cortical Schanz Pin</p> <p>48. Humeral Nail With Locking Bolts And Instruments Implant Material S.S And Titanium</p> <p>49. Dimsc Nail With Locking Bolts And Instruments Implant Material S.S And Titanium</p> <p>50. Ring Fixator With Accessories Implant Material S.S And Carbon</p> <p>51. Jass Fixator (Beta Clamp Small/ Medium/Large, Distractor Small/Medium/Large, 2.5 Pin) Implant Material S.S</p> <p>52. Mini Plate With Screws And Instruments Implant Material S.S And Titanium.</p>
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	<p>53. Dcp Broad Plate With Screws And Instruments Implant Material S.S And Titanium.</p> <p>54. Dcp Broad Locking Plate With Screws And Instruments Implnat Material S.S And Titanium.</p> <p>55. Tense Nail Implant Material S.S And Titanium.</p> <p>56. T-Buteress Locking Plate With Screws And Instruments Implant Material S.S And Titanium.</p> <p>57. Distal Radius Locking Plate With Screws And Instruments Implant Material S.S And Titanium</p> <p>58. Herbert Screw Implant Material S.S And Titanium</p> <p>59. Extra Articular Humerous Plate With Screws And Instruments Impalnt Material S.S And Titanium</p> <p>60. L-Buteress Locking Plate Left/Right With Screws And Instruments Implnat Material S.S And Titanium.</p> <p>61. Small/Narrow/Broad Lcdcp With Screws And Instruments Implant Material S.S And Titanium</p> <p>62. A2 Proximal Femur Nail Titanium With Blades And Instruments</p> <p>63. Rail Fixator With Accessories Implant Material Carbon.</p> <p>64. Calcanium Plate With Screws And Instruments Implant Material S.S And Titanium</p> <p>65. Ankle Arthrodesis Nail With Bolts And Instruments Implant Material S.S</p> <p>66. Cloverleaf Plate With Screws And Instruments Implant Material S.S And Titanium</p> <p>67. Volar Juxta Article Standard Plate Implant Materail S.S And Titanium</p> <p>68. Volar Juxta Article Standard Butteress Plate Implant Material S.S And Titanium</p> <p>69. Straight Distal Radius Common Locking Plate 4 Hole Implant Material S.S And Titanium</p> <p>70. Clavical Plate Lockings Implant Material S.S And Titanium</p> <p>71. Lateral Distal Fibula Locked Plate (Left & Right) Implant Material S.S And Titanium</p> <p>72. Pelvic Straight/Curved Locked Plate Implant Material S.S And Titanium</p> <p>73. Actibulm Surface Plate With Instruments Implant Material S.S And Titanium</p> <p>74. Clavicle Superior Anterior Distal Locked Plate Implant Material S.S And Titanium</p> <p>75. Clavicle Superior Anterior Medial Lateral Locked Plate Implant Material S.S And Titanium</p> <p>76. Total Elbow Indian/Imported Uncemented/Cemented Implant Material S.S And Titanium</p> <p>77. Sidebinder Locking Plate With Screw And Instrument Implant Material S.S And Titanium.</p>
8.	<p>Plastic Surgery</p> <p>-Titanium Bone Plates- without Bar 2mm- 20 Holes, 16 Holes, 8 Holes, 6 Holes, 4 Holes.</p> <p>-Titanium Bone Plates- With Bar 2mm- 08 Holes, 6 Holes, 4 Holes.</p> <p>-Titanium "L" Shape Plates 2mm- 4 Holes, Small-R, Small-L, Big-R, Big-L.</p> <p>-Titanium T- Shape Plates 2mm Small, Big</p> <p>-Titanium Y Shape Plates 2mm Small, Big</p> <p>-Titanium H Shape Plates 2mm Small, Big</p> <p>-Titanium Reconstruction Plates for Mandible (Straight) 2.5mm 20 Holes</p>

-Titanium Reconstruction Plates for Mandible (Single Angled) 2.5mm 20 Holes-R, 20 Holes-L. -Titanium Orbital Plates- With Bar - 4 Holes, 6 Holes, 8 Holes. -Titanium Orbital Plates without Bar- 4 Holes, 6 Holes, 8 Holes -Titanium orbital Plates Floor Plates- Small, Big - Titanium Screws- Cross Drive- 2mm, 4mm, 6mm, 8mm, 10mm, 12mm. -Titanium Screws- Cross Drive -2.5mm, 8mm,10mm,12mm -Titanium Screws- Cross Drive -1.5mm, 04mm, 6mm,8mm. Recommended Make/Brands:-Orthomex, Sigma, Pitkar, Apex India
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Recommended Brand/Make Except for Plastic Surgery Implants:-SHARMA, Johnson & Johnson, Smith & Nephew, Zimmer Biomet, Sigma, Yogeshwer, INOR, Med.Plus, ETU Ortho, Ormed, SPG Surgical, RNS, AO Synthesis, Sushrut, Pitkar, Sisco, Gesco.


Terms & Conditions:

1. The bidders should have to follow all the Terms & Conditions.
2. The material should be of Good Quality.
3. The material/equipment should meet standards in quality i.e CE/TUV/USFDA/FDA approved Only.
4. Certificates regarding standard in quality should be submitted along with the bid.
5. Supply should be **F.O.R** Destination as and when required.
6. Rates quoted should not be more than those quoted to **DGS&D** and any other Central or State Govts. Organizations
7. Taxes should be clearly mentioned.
8. The bidder should be in existence from at least 3 years. (Proof Required)
9. **The bidders should be in the radius of 12 Km from the hospital**
10. Certificates regarding Non-blacklisting of the firm should be provided.
11. The bidding documents duly complete in all respects should be submitted in two separate sealed super subscribing on the top of the envelope Envelope "A" containing Technical Bid and Envelope "B" Price Bid with EMD. Both the envelopes (A&B) duly sealed should be put in one big cover which should again be sealed and addressed to the Principal, Guru Gobind Singh Medical College & Hospital, Faridkot. This envelope should be superscribed as "BID FOR SUPPLY OF IMPLANTS."
12. Tender fee: Rs.2000/- should be submitted in favor of Principal, GGS Medical College, Faridkot in the shape of Demand Draft only. (Non Refundable)
13. EMD: Rs. 50,000/- should be submitted in the shape of Demand Draft in favor of Principal, GGS medical College, Faridkot. (Refundable).
14. Principal, GGS Medical College, Faridkot reserves all rights to reject any Tender/material without assigning any reason.

Note: Only Terms & Conditions mentioned on this Tender will be considered for supply order.

You are requested to send your lowest bid in sealed envelope, addressed to **The PRINCIPAL, G.G.S Medical College, FARIDKOT** super scribing **Tender for "IMPLANTS"** on the top of Envelope.

Last Date for receipt of Tender in Principal Office is **19.05.2017 by 5.00 Pm.**


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Other Terms & Conditions

Empanelment of Dealers/Distributors/Retailers/Wholesalers for supply of Implants to GGSMCH, Faridkot for patients on day to day / case to case basis according to the requirement.

Guru-Gobind Singh Medical College and Hospital (GGSMCH), Faridkot intends to prepare a panel of Dealers/Distributors/manufacturers/Retailers/Wholesalers for supply of Implants required by hospital from time to time. This empanelment shall be initially for a period of one year and may be extended for another one year in case of satisfactory performance and no complaints are received against the Supplier..

Hospital invites applications from such Suppliers who are interested in inclusion in the panel. Dealer/Retailer/Wholesalers/Suppliers who fulfill the eligibility criteria and agree to other terms and conditions mentioned in the in this document should apply the Tender to The Principal, GGSMCH, Faridkot. Duly completed documents along with the necessary enclosures in a sealed envelope should be submitted in the office of the principal on or before 17.05.2017. Hospital reserves the right to accept any or reject any or all of the Tenders received without assigning any reasons.

1. Scope of work:

Hospital has already received tenders for supply of Implants for bulk supplies by way of tenders called by the hospital and shall continue this practice parallel to this empanelment tender. This empanelment tender is intended for purchase of items in smaller quantities in urgent situations, unplanned purchase and to facilitate patients visiting GGSMCH in getting discount supplies.

Hospital will enter into an annual purchase contract with one or more pharmacy/Supplier who offers the highest uniform discount. The pharmacy/Supplier will supply the Implants at the agreed discount in the stipulated time and at the specified place on the basis of the indents issued from time to time by the authorised offices of the Hospital. It may be noted that Hospital is not bound to procure all its requirements of Implants only from the Supplier/pharmacy offering the highest discount. Hospital also reserves the right to split / divide its purchases among two or more pharmacy/Suppliers/Firms. Hospital also reserves the right to accept any or reject any or all of the offers that it may receive without giving any reasons. This tender does not offer any exclusivity to the vendors.

For facilitation of the patients more than one pharmacy/Supplier shall be empanelled as per selection criterion as detailed further in this document.


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2. Pricing:

- a) Bidders must quote the lowest prices for the items where preferred brands have not been specified.
- b) Bidders must quote minimum rates for the items where preferred brands have been specified
- c) For items not specified, bidders shall bid for maximum discount on generic Implants/items and branded /items separately

It should be noted that the liability to pay any duties, levies or taxes leviable under the law would be that of the pharmacy/Supplier. The pharmacy/Supplier will also have to bear all the expenses etc. connected with proper packaging, carting, transportation etc., in connection with supply to the Hospital and its patient areas.

3. Criterion for selection of Suppliers

- a) Each Supplier shall submit the lowest bids in the specified format. Prices quoted shall be inclusive of all taxes and F.O.R destination.
- b) Bidder having the lowest bid for the maximum number of items shall be selected as L1
- c) Similarly bidder having the lowest bid for the second highest number of items after L1 shall be selected as L2
- d) Similarly bidder having the lowest bid for the third highest number of items shall be selected as L3
- e) Similarly bidder having the lowest bid for the fourth highest number of items shall be selected as L4
- f) Similarly bidder having the lowest bid for the fifth highest number of items shall be selected as L5
- g) L6-L8 shall also be declared accordingly
- h) Bidders L1 to L5 shall be called for negotiations to agree to the lowest of the prices quoted by L1-L5 bidder for each specified item.
- i) Thus all selected bidders shall have to agree for same price for that item. In case it is not possible for either of bidder from L1 to L5, then accordingly L6 to L8 shall be called in the same order. Lesser number of bidders shall be empanelled, in case of non-agreement to the lowest of the prices quoted.

4. Performance security guarantee/EMD :

On entering into an annual purchase contract, as specified above, the Supplier will have to furnish a **Performance Security** for an amount of ₹ Rs.50,000/- in the form of Demand Draft issue by Scheduled Bank payable to “Principal, GGSMCH, Faridkot.” No claim shall be made against the Institution and its representatives in respect of interest if any due on the Performance Security. If the empanelment contract is extended, Performance security shall

have to be submitted again as applicable. The performance Security is also liable to be forfeited if the empanelled Supplier:

- a) Fails to adhere to the terms of the Contract or
- b) Supplies any sub-standard material.
- c) Delays in supplies
- d) Over charges.

5. Period of Contract:

- a) The period of empanelment contract shall be for a period of one year subject to satisfactory performance.
- b) Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may be expired on the date of supply of Implants.

6. Eligibility:

- a) The Bidder must hold valid licenses on the date of application in specified forms (Form 20, 20-B, 21, 21-B, and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 as applicable and any other law in force. They must hold all other licenses, clearances and permissions as may be necessary to carry out the trade of dealing with /selling of Implants. The empanelled supplier will further undertake that their licenses remain valid till the end of the contract period.
- b) The Supplier must not have been convicted by the State Drugs Authorities and no case should be pending under Drugs and Cosmetics Act and Rules.
- c) The Pharmacy/Supplier/Firm should have an annual minimum turnover of Rs.50,00,000 /- per year.
- d) The pharmacy/supplier/Firm should agree to supply all the implants that Hospital indents irrespective of the brands or manufactures. Failure to do so after execution of the purchase contract as described elsewhere in the document will result in automatic forfeiture of the Performance Guarantee.
- e) The pharmacy/Supplier/Firm should not have been debarred / black-listed by any Govt / Semi-Govt / Public Sector Organisation.
- f) VAT clearance certificate should be available with the pharmacy/Supplier/Firm.
- g) The shop / establishment of the pharmacy/Firm should be situated in Faridkot and preferably within a radius of 12 Km from the hospital main gate.

7. Documents establishing eligibility:

The following documents should be submitted along with the application.

- a) Self attested copies of valid licenses held by the Pharmacy/Firm as on the date of the application.


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- b) Copies of Balance sheets for the last three financial years, duly certified by a Chartered Accountant.
- c) Copy of sales Tax registration.
- d) Copy of VAT registration.
- e) A copy of PAN allotted to the Pharmacy/Firm/Supplier.

8. Other terms and conditions:

- a) In case of an partnership firm / Pvt Limited company, an affidavit on stamp paper, from all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished (If Applicable).
- b) The supplier should not stop the supplies of the required products without giving 30 days notice.
- c) Selected vendor shall have to give an undertaking that they shall not substitute the specified items for GGSMCH or its patients.

9. Procedure for application :

All pages of this document must be signed with seal at the bottom and sent together with duly filed application from attaching all specified documents. Eligible pharmacy/Supplier/Firm may submit applications in closed and sealed envelopes super scribed as "Application for Empanelment for Supply of Implants" accompanied by the copies of the documents as indicated in item No. 7 of the Notice. Applications should be addressed to the Principal, GGSMCH, Faridkot.

Supplier will be responsible to ensure that his application is deposited in the above mentioned tender box on or before the due date and time. Hospital shall not be responsible for non-receipt of applications within the specified date and time due to any reasons including postal delays or delay in transit. All costs in connection with preparation of the documents shall be borne by the applicant.

10. Right to accept / reject any or all applications :

Applications received after the due date and time or incomplete in any respect are liable to be rejected. Hospital reserves the right to accept or reject any or all of the applications in full or part without assigning any reasons thereof. Hospital's decision in this regard shall be binding and final. Principal, GGSMCH, Faridkot has the right to modify / alter any requirements in this document at his discretion in the interest of Hospital as deemed appropriate by him. His/her decision in this regard shall be final.

11. Notification of acceptance :

Principal, GGSMCH will communicate acceptance of the application by a letter.

12. Indent and delivery of the supplies to the hospital:

- a) On receipt of indent for supply from Hospital, the delivery of supplies in full shall be made at the premises of Hospital's area/store to which the indent pertains.

- b) In case of indent of specific brand of Implants, the brand shall not be substituted
- c) Supplies are required to be made in original packing of manufacturer.
- d) Every Implant has its own shelf-life period mentioned on the label.
- e) The Implants will indicate batch number, name of the manufacturer, date of expiry in the indents at the time of supplying the material to the concerned dispensaries/Stores.

13. Presentation of bills to the hospital by the pharmacy:

- a) The pharmacy/Supplier/Firm shall present the bill to the authorised office of hospital for the supplies made. The bill should clearly indicate the details of the supplies made such as name of the item, quantity, rate, discount amount, name of the manufacturer, batch No., date of manufacture & expiry date, indent No. with date etc. and any other information required by Hospital.
- b) The bill shall be supported by the original indent along with certificate from the authorized official of Hospital/in charge of the dispensary under his/her signature, with date, seal of the office for receipt of the items indented.
- c) Incomplete bills not accompanied by any of the particulars mentioned in (a) & (b) above, shall be returned for rectification and will not be processed for payments.

14. Payment :

Payments of the bills presented will normally be arranged within 30 working days from the date of presentation of the bill. However, the pharmacy/supplier shall make no claim from Hospital in respect of interest or damages in case the payment is delayed for any reasons. Hospital reserves the right to make payment by through ECS/NEFT/Cheque/RTGS for which pharmacy/supplier should give requisite details of bank address, Account No., IFS Code, type of Bank account (Current / Savings) etc as an when required.

15. Direct supply /Sales to patients of GGSMCH and their attendants

- a) Contact details of the pharmacy shops/Supplier and prices shall be displayed at prominent places with in the hospital at the discretion of the hospital management.
- b) Vendors empanelled for specified Implants – shall extend the same prices to patients of GGSMCH on cash payment basis. Vendor shall issue bills for all Implants issued to patients. GGSMCH shall not be liable for payments of Implants purchase by the patients and their attendants.
- c) Specific brand of Implants prescribed shall not be substituted
- d) An internal committee shall be formed to evaluate the complaints received. Based on the recommendations of the committee, vendor(s) (one or more) may be dis-empanelled or alternately fresh tenders may be called at any stage during the currency of existing empanelment, and thereby cancelling the empanelment of all the vendors without any liabilities on the GGSMCH.

- e) Items wise details and bill shall have to be provided for supplies/sales as a part of packages formed, if any.

16. Corrupt, fraudulent or unethical practices:

Hospital requires that the pharmacy/Supplier/Firm observes the highest standards of ethics during the procurement and execution of contract for supply of Implants. The Implants to be supplied will be of standard quality. In pursuance thereof, the terms are set forth as follows:

- a) The pharmacy/Supplier/Firm shall not resort to offering, giving, receiving or soliciting of anything of value to influence the action of any official of Hospital in the empanelment process or in contract execution.
- b) The pharmacy/Supplier/Firm shall not resort to misrepresentation of facts in order to influence the empanelment process or execution of a contract to the detriment of Hospital.
- c) Hospital will declare a pharmacy/Supplier/Firm ineligible, either indefinitely or for a specified period of time, for award of contract, if at any time, it determines that the pharmacy /Firm/Supplier has engaged in corrupt and fraudulent practices in executing the contract.
- d) Hospital may, without prejudice to any other remedy for breach of contract, at its sole discretion, terminate the contract in whole or part in respect of any pharmacy/Supplier/Firm for any of the following reasons:
 - I. Supply of sub-standard / spurious/ substitute Implants,
 - II. Delay in supply / refusal to supply/ non-supply of Implants.
 - III. Over charging in the bill,
 - IV. In case it is found that any particular Implant date is expired or is near the date of expiry,
 - V. If the pharmacy/Supplier/Firm fails to perform any other obligation(s) under the contract,
 - VI. In the judgment of Hospital has engaged in corrupt or fraudulent practice.
- e) If any such case indicated in (d) above is noticed during subsequent scrutiny after or before the payment, then the pharmacy/Supplier/Firm shall refund the disputed/ excess amount already paid by Hospital, replace the Implants in question. Hospital may stop payment due or recover the cost of such supplies from the amount due to the pharmacy.

17. Indemnity:

The pharmacy/Supplier/Firm shall indemnify hospital and its employee against all actions, suits, claims and demands brought or made against Hospital in respect of anything done or committed to be done by the pharmacy in execution of or in connection with the

work of this contract and against any loss or damage to Hospital in consequence to any action or suit being brought against the pharmacy for anything done or committed to be done in execution of this contract. Successful pharmacy's shall have to submit the indemnity bond to the hospital, before the award of the contract and within 7 days of communication of the being the selected vendor

18. 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 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, settled through arbitration,. The decision of arbitrator shall final and binding.

Format of undertaking to be submitted along with tender for empanelment for IMplants.

(to be submitted on a non-judicial stamp paper of rs. 100/-)

UNDERTAKING

1. I/ we, the undersigned certify that I/ we have gone through all the terms & conditions mentioned in the tender document no dated, carefully and undertake to comply with these.
2. I am/ we are in the Local trade of Implants sale since last 3 years.
3. I/ our firm have a turnover of **Rs.50,00,000/** per year or more.
4. My/ our firm has not been involved in unfair trade practices & No Conviction has been done from State Drug Controller and there is no case pending under the drugs and cosmetic Act and Rules there under as well as under Drug Price Control Act during the last 3 years.
5. I/ We have valid drug license for retail/ wholesale chemist/pharmacy as per drug and cosmetics act.
6. I/ We have Latest sales Tax Registration/VAT Certificate.
7. My/ our firm has not been De-barred/ Black-listed by any Govt or other organisation.
8. The Discount Offers quoted by me/ us are valid and binding upon me/ us for a period of Two years.
9. The earnest money of ₹ Rs.50,000/- required to be deposited by me/ us is submitted herewith, vide Demand Draft no. _____ Dt. _____ in favour of Principal, GGSMCH, Faridkot.
10. I hereby declare that I am authorized to offer discount & sign this document on behalf of my/ our firm.



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11. I/We give the rights to the Principal, GGSMCH, Faridkot, to forfeit the Performance Security money deposited by me/ us if any delay occurs on my/ our part or if I/ We failed to supply the Drugs & Dressings in stipulated time or the items are not of desired quality.
12. I/ We hereby undertake to supply the items as per directions given in supply order within stipulated period.
13. I/ we understand that the Principal, GGSMCH, Faridkot, has the right to accept any or reject any or all the tenders in full or part without assigning any reason thereof.
19. I/ we indemnify hospital and its employees against all actions, suits, claims and demands brought or made against Hospital in respect of anything done or committed to be done by the pharmacy/Supplier in execution of or in connection with the work of this contract and against any loss or damage to Hospital in consequence to any action or suit being brought against the pharmacy/Supplier for anything done or committed to be done in execution of this contract.
20. I/we undertake that I/we shall not substitute the specified items for GGSMCH patients.

Signature and address of the Bidder

With Official Seal.

Date..... /Place.....


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