

**BABA FARID UNIVERSITY OF HEALTH SCIENCES  
FARIDKOT - 151203**



**Tender No. BFUHS/GGSMCH/CHEMICALS/2015/16**

Date of submission of Tender on or before : 07.01.2016 up to 2.00 pm  
Date of opening of Tender : 07.01.2016 at 3.00 pm  
Venue: Committee Room, VC Office, Baba Farid University of Health Sciences, Faridkot

**SCOPE OF SUPPLY**

Sealed tenders are invited from manufacturers or their authorized agents/distributors for signing **RATE CONTRACT for one/two years** for supply of **Chemicals/Reagents** to be used in various Laboratories/Departments at Guru Gobind Singh Medical College & Hospital, Faridkot, as per Annexure – A.

**BABA FARID UNIVERSITY OF HEALTH SCIENCES  
FARIDKOT**

**TENDER DOCUMENT FOR SIGNING RATE CONTRACT FOR PROCUREMENT  
OF CHEMICALS/REAGENTS**

**AT GURU GOBIND SINGH MEDICAL COLLEGE & HOSPITAL, FARIDKOT**

**INSTRUCTIONS/ GUIDELINES TO THE TENDERERS**

1. Attach a copy of the tender notice (**Annexure-I**).
2. Attach an affidavit regarding Non-Black listing as per proforma given at **Annexure-II** duly attested by an Executive Magistrate or a Notary Public.
3. Attach Technical Bid Proforma (**Annexure-III**).
4. Attach a signed copy of the terms and conditions (**Annexure-IV**).
5. In case the Tenderer is Authorized Supplier/Agency, attach the Authorization Certificate as per the Format given at **Annexure-‘V’**.
6. In case the Tenderer is Authorized Supplier/Agency, an undertaking/certificate issued by their Principal Manufacturer/Supplier that in case dealership/distributorship is withdrawn after signing Rate Contract for 2 years then the Principle Manufacturer/Supplier will be responsible for supply of material during the remaining period of Rate Contract, as per **Annexure – ‘VI’**.
7. Detail of Bank Account for refund of EMD (**Annexure – VII**)
8. In addition to this, following documents are to be attached with Technical Bid:-
  - i) **Tender Fee** : In the shape of a Demand Draft for Rs.2000/- in favour of “Registrar, Baba Farid University of Health Sciences” payable at Faridkot.
  - ii) **Earnest Money Deposit (EMD)** of **Rs.50,000/-** in the shape of a Demand Draft in favour of “Registrar, Baba Farid University of Health Sciences”, payable at Faridkot.
  - iii) Details of registration as Company / Shop / Establishment.
  - iv) Copy of Certificate of Registration for service Tax/TIN/TAN/PAN.
  - v) A certificate from C.A. regarding Annual Turnover with Balance Sheet for the last 3 (three) financial years i.e. 2012-13, 2013-14 & 2014-15.
  - vi) Copy of the IT Returns for three financial years, 2012-13, 2013-14 & 2014-2015.
  - vii) ISO/G.M.P./W.H.O./Q.A. Certificate regarding Standard in Quality.
9. Price should be quoted only in proforma at **Annexure-‘VIII’**.
10. Please ensure that (1) Technical Bid along with Tender Fee & EMD and (2) Price Bid are submitted in two separate envelopes and these should be put in an outer envelope, super-scribing, as “**TENDER DOCUMENT FOR SIGNING RATE CONTRACT FOR SUPPLY OF CHEMICALS/REAGENTS**”, due on 07.01.2016 at 2:00 PM:-

**ENVELOPE – I : Technical Bid/Tender Fee/EMD** i.e. Annexures I to VII along with other documents as indicated in Clause 8 above

**ENVELOPE – II : Price Bid** duly filled (**Annexure-VIII**). **Hand-written rates in the price bid will not be accepted.**

Note: In case the tender is not submitted in the above format it will be rejected straightway.

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**Annexure-I**

**BABA FARID UNIVERSITY OF HEALTH SCIENCES  
FARIDKOT**

**Tender No. Bfuhs/GGSMCH/CHEMICALS/2015/16 due on 07.01.2016**

**NOTICE INVITING TENDER**

Sealed tenders are invited from manufacturers or their authorized agents/distributors for signing **RATE CONTRACT for one/two years** for supply of **Chemicals/Reagents** to be used in various Laboratories/Departments at Guru Gobind Singh Medical College & Hospital, Faridkot. The tender document containing detailed terms & conditions may be downloaded from the website of Baba Farid University of Health Sciences, Faridkot ([www.bfuhs.ac.in](http://www.bfuhs.ac.in)) and Guru Gobind Singh Medical College & Hospital, Faridkot ([www.ggsmch.org](http://www.ggsmch.org)).

**CONDITIONS:-**

1. **THE TENDER(S) MUST REACH in the Office of the Registrar, Baba Farid University of Health Sciences, Faridkot on or before 07.01.2016 up to 2:00 PM along with a DD for Rs.2000/- on account of Tender Fee and another DD for Rs.50,000/- on account of EMD, in favour of “Registrar, Baba Farid University of Health Sciences”, payable at Faridkot.**
2. The tenders will be opened on the same day at 3:00 PM in the Committee Room, VC’s Office, **Baba Farid University of Health Sciences**, Faridkot in the presence of intending tenderer(s).
3. The date & time for opening of Price bids of technically qualified bidders will be intimated later on.
4. The Registrar reserves all rights to accept or reject any or all the tenders without assigning any reason.

Registrar

Dated:

Place:

**Annexure-II**

(To be furnished on non-judicial stamp paper worth Rs.30/- duly attested by Executive Magistrate or Notary Public).

**AFFIDAVIT**

I/We \_\_\_\_\_  
partner/sole proprietor (Strike out which is not applicable) of (Name & Address of Firm)  
\_\_\_\_\_ do hereby declare and solemnly affirm:-

- a) That the individual/firm/ companies are **not debarred or black- listed** by any department of Union/ State Government or any autonomous institute.
- b) That no partner or shareholder, directly or indirectly connected with the applicant has been debarred or blacklisted by any department of Union Govt./State Govt./Autonomous Institute.
- c) and That the terms and conditions for supply of Chemicals/Reagents at GGSMCH, Faridkot, are acceptable to me/us. I/We will abide by them in letter and spirit.

Date:

Place:

DEPONENT

**VERIFICATION**

I/We do hereby solemnly declare and affirm that the above declarations are true and correct to the best of my/our knowledge and belief. No part of it is false and nothing has been concealed therein.

Date:

Place:

DEPONENT

Annexure-III**TECHNICAL BID**

Name and Address of the applicant / firm \_\_\_\_\_  
 Specify whether Manufacturer/Dealer/Distributor: \_\_\_\_\_

**CHECK LIST DULY FILLED IN TO BE ATTACHED WITH THE TENDER**

Sr. No.	Particulars	Remarks
1.	Copy of Tender Notice attached – <b>Annexure – I</b>	Yes/No
2.	Whether an affidavit on the non-judicial stamp paper, duly attested by the Executive Magistrate/Notary, regarding non-black listing/ non-prosecution of firm has been submitted? – <b>Annexure – II</b>	Yes/No
3.	Technical Bid Proforma attached – <b>Annexure – III</b>	Yes/No
4.	Signed copy of terms & conditions attached – <b>Annexure – IV</b>	Yes/No
5.	In case of Authorized Supplier/Agency, the Authorization Certificate as per the Format given at <b>Annexure-‘V’</b> is attached.	Yes/No
6.	In case the Tenderer is authorized dealer/supplier an undertaking/certificate issued by their Principal Manufacturer/Supplier that in case dealership/distributorship is withdrawn during the period of Rate Contract then the Principle Manufacturer/Supplier will be responsible for supply of material during the remaining period of Rate Contract, per the Format given at <b>Annexure – VI</b> is attached.	Yes/No
7.	Bank Details ( <b>Annexure – VII</b> ) for refund of EMD attached	Yes/No
8.	Whether a DD for <b>Rs.2000/- on account of Tender Fee</b> in favour of Registrar, Baba Farid University of Health Sciences” payable at Faridkot has been submitted?	Yes/No
9.	Whether a <b>EMD of Rs.50,000/-</b> in the shape of Demand Draft in favour of Registrar, Baba Farid University of Health Sciences” payable at Faridkot has been submitted?	Yes/No
10.	Whether each page of the tender document and other enclosures as well as cutting(s)/ overwriting(s) have been signed/ initialed by the tenderer and also the forwarding letter duly signed by the authorized signatory, has been submitted?	Yes/No
11.	Details of registration as Company / Shop / Establishment attached.	Yes/No
12.	Copy of Certificate of Registration for service Tax/TIN/TAN/PAN attached.	Yes/No
13.	A certificate from C.A. regarding Annual Turnover with Balance Sheet for the last 3 (three) financial years i.e. 2012-13, 2013-14 & 2014-15 attached.	Yes/No
14.	Copy of the IT Returns for three financial years, 2012-13, 2013-2014 and 2014-15 attached.	Yes/No
15.	ISO/WHO/GMP/QA Certificate regarding Standard in Quality attached.	Yes/No

**Note: Non compliance to any of the above conditions will render the offer/ tender to be rejected out-rightly and Price bid of the firm will not be opened.**

Place: \_\_\_\_\_ Signature of Tenderer: \_\_\_\_\_

Dated: \_\_\_\_\_ Full name of the Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

**Annexure-IV****TERMS AND CONDITIONS  
FOR SIGNING RATE CONTRACT FOR SUPPLY OF CHEMICALS/REAGENTS****1. ELIGIBILITY**

- i) The sole manufacturers or their authorized agents/distributors may quote their rates.
  - ii) The firm should have been in existence for at-least three years and it should have turnover of Rs.50.00 lacs or above per year.
  - iii) In case of Authorized Supplier/Agency/Distributor, the Authorization Certificate as per the Format given at Annexure-‘V’ should be attached.
  - iv) In case the Tenderer is authorized dealer/supplier an undertaking/certificate issued by their Principal Manufacturer/Supplier that in case dealership/distributorship is withdrawn during the period of Rate Contract the Principle Manufacturer/Supplier will be responsible for supply of material during the remaining period of Rate Contract as per the Format given at Annexure – ‘VI’.
2. Unsealed tender (s) will be rejected.
  3. Tenders without earnest money or short of it or not in the form specified above will not be entertained and shall be rejected straightway.
  4. No tenderer shall be exempted from furnishing Earnest Money Deposit (EMD) under any circumstances.
  5. Earnest Money/ Security Deposit and/or any other sum of the tenderer(s) lying with the Baba Farid University of Health Sciences, Faridkot or Guru Gobind Singh Medical College & Hospital, Faridkot in connection with any other tender/case shall not be considered against this tender.
  6. The bids received after the specified date and time for receipt of bids will not be considered under any circumstance. Registrar, BFUHS, Faridkot shall not be responsible for postal delay.
  7. Minimum delivery period must be quoted clearly in the offer.
  8. The tenderer should keep his/her offer valid for acceptance for a period of six months from the date of opening of price bid. (In case, the tenderer is unable to keep his/her offer open for the above said period, his/her tender shall be treated as invalid.)
  9. The tenderer will be responsible to ensure that the tender is received on or before the due date and time in the office of the Registrar, Baba Farid University of Health Sciences, Faridkot.
  10. Each page of the tender document should be signed in full by the tenderer(s) and should bear the rubber stamp/seal of the firm affixed/ scanned, if applicable, on each page. Any cutting(s)/overwriting(s) etc. should also be initialed. In case of any infringement of these conditions, the tender is liable to be rejected.
  11. In the event of the date of receipt or opening of tender being declared a holiday for the Baba Farid University of Health Sciences, Faridkot, the last date of receipt/opening of the tender shall be the next working day at the same time and venue. The Price Bid shall be opened only in respect of those individual/ firms, who technically qualify.
  12. Any conditional, telegraphic tenders, fax tenders, tenders without earnest money, and not in the prescribed form or in any deviation from the terms and conditions of the tender notice shall not be entertained and will be rejected out rightly.
  13. The tenderer(s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of opening of the tender as specified in the Tender Notice. In case the authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing, otherwise they will not be allowed to participate in the process of opening of tender.

14. In case of violation of any of the terms and conditions as mentioned above, Earnest Money/ Security Deposit of the successful tenderer(s) shall be forfeited and the tender shall be cancelled.
15. Any attempt, direct or indirect, to cast influence, negotiate on the part of the tenderer with the official/authority to whom he will submit the tender or the tender accepting official/ authority before the finalization of tenders will render the tender liable for rejection.
16. The rates quoted should be F.O.R. destination i.e. GGS Medical College & Hospital, Faridkot and should also include packing and forwarding charges, taxes and other levies.
17. The Registrar reserves all the rights to accept or reject any tender without assigning any reason and also to impose/relax any term and condition of the tender.

**18. CRITERIA OF EVALUATION OF PRICE BID**

The Price Bids of technically qualified bidders shall be evaluated on the basis of lowest bid criteria without compromising on the quality of material. Rates of all types of taxes as applicable should be quoted clearly.

**19. SECURITY DEPOSIT:**

- i) The successful bidder shall be required to deposit a security of Rs.50,000/- in the shape of Demand Draft in favour of Registrar, Baba Farid University of Health Sciences, Faridkot drawn on any commercial/nationalized bank, payable at Faridkot OR EMD of Rs.50,000/- submitted with the Tender may also be considered as Security Deposit, as agreed by the successful bidder.
- ii) The Earnest Money Deposit will be refunded to the unsuccessful bidders within three months of the date of purchase order.

**20. PAYMENT TERMS**

Payment will be made after delivery and Inspection of material in the Stores.

**21. PENALTY CLAUSE**

If the supply is not made within the stipulated period then late delivery charges @2% will be imposed on the total amount of Supply Order up to delay of 30 days and thereafter @ 4% for another 30 days after which Supply Order/Rate Contract will be deemed cancelled & security/earnest money forfeited and company will be black-listed for future.

**11. ARBITRATION**

- i) In the event of any dispute or differences arising between the parties with regard to the terms and conditions of the agreement/contract and/or with regard to the breach or interpretation thereof including all rights and liabilities there under on any matter whatsoever touching upon the terms and conditions of the agreement/contract whether in course of or after its termination the parties will settle the same at the first instance by mutual discussions/conciliation which would be conducted by the Principal, GGSMCH, Faridkot.

- ii) In the event the said mutual discussions/conciliation fails, the aggrieved party shall initiate arbitration proceedings for resolution of differences/disputes etc., mentioned above by appointing a sole arbitrator, who shall be the Registrar, BFUHS, Faridkot in which event the said proceeding shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act enforce.
- iii) The venue of such arbitration proceeding shall be at Faridkot and the court in Faridkot alone will have jurisdiction in respect of all proceedings connected there with.

**22. Jurisdiction** – All disputes are subject to the jurisdiction of courts at Faridkot only.

**23. Agreement of Rate Contract** : The successful bidder which will be awarded the rate contract will have to sign the following agreement on judicial paper of **Rs.30/-**

- a. The EMD of **Rs.50,000/-** submitted along with Tender will be adjusted as Security Deposit, which will be returned on completion of Rate Contract period.
- b. The second party will make available material/items for which order demand is placed by **Principal** from time to time or on daily basis.
- c. The tenderer should have office gadgets like **Fax machine** and **E-mail ID**. The tenderer shall have to provide his/her **fax number**, **e-mail ID** and contact person's mobile and landline telephone numbers, so that he may be contacted for supply of material and can be intimated about the supply order. All the supply orders will be faxed and mailed to tenderer and they should keep their fax power on **24 hours** and keep checking their **e-mail**.
- d. The bill must contain full nomenclature and batch number of the item otherwise the material will not be accepted and order will be cancelled. The bill should be typed. The material against **handwritten** bill will not be accepted.
- e. The material will be accepted after the complete inspection by Store Incharge/representative/Competent person of the concerned department.
- f. The material should be supplied within stipulated time from the date of supply order.
- g. The material will be supplied strictly as per requisition and no substitute will be accepted. Any loss in service will be recoverable from second party. These supplies will be treated as non-availability with the second party and recovery would be made, if 2<sup>nd</sup> party fails to deposit the difference, the recovery will be made from security deposit.
- h. The VAT would be paid as applicable. The VAT should be clearly mentioned in the Performa Invoice/Invoices; otherwise no extra Tax/Levies/Charges would be paid.
- i. That in case, change in material required or purchased material could not be used the firm will be required to take back such material and refund the payment.
- j. If the terms and conditions of the tender under this undertaking/ agreement are not adhered to, the security deposit will be forfeited and rate contract will be cancelled. The firm may also be debarred /black listed in that case.
- k. The 2<sup>nd</sup> party, at the costs as per rate list attached, shall provide and deliver to the, Principal, during the period under rate contract the article of the nature and specification as indicated in the annexed list subject to the conditions contained, therein which shall form part and parcel of this contract. The supply shall be affected as and when required and requisitioned during the contract period by Principal or his authorized officers.
- l. That the articles shall be the exact specified quality, kind, description and specification as demanded.
- m. The concerned dealing officer can reject any or all of the materials supplied without assigning any reason, if in his opinion the materials supplied do not comply with the specifications, quality etc, his decision shall be final and conclusive and the 2<sup>nd</sup> party shall not be competent to question such decision. In the event of the said articles being rejected or not being supplied in the aforesaid manner the said officer shall be at liberty to arrange to procure the same or such articles required in that behalf at the cost and risk of the 2<sup>nd</sup> party and the 2<sup>nd</sup> party shall on demand pay to the Principal, such charges/expenses as may be incurred due to rejected material or non-supply of the material in time. The said officer also



reserves the right to impose penalty as deemed fit, which would be considered as liquidated damages for non supply/inconvenience caused to the institute for no-supply, belated supplies/ rejections. The decision shall be binding on the 2<sup>nd</sup> party.

- n. On breach of any conditions of the agreement, 1<sup>st</sup> party shall be at liberty to terminate this contract without prejudice to the 1<sup>st</sup> party's right to make purchase at contract's risk and realize the liquidated damages as mentioned in Clause No. 'm' above for the breaches or failure committed upto such termination of the contract.
- o. If the 2<sup>nd</sup> party fails to render timely service or effect timely supply to the satisfaction of the concerned officer, or if the contract is terminated due to the fault of the 2<sup>nd</sup> party, a new rate contract would be entered into for the unexpired portion of the original contract and the 2<sup>nd</sup> party shall be liable to pay the 1<sup>st</sup> party as under :-
  - a. The extra expenses incurred in carrying on the services/supplies during the remaining unexpired period of this contract viz. during the period beginning from the date of such termination of this contract and the last date of this contracted period.
  - b. Incidental charges for affecting a new contract.
    - N. B. This can, however, be waived off by the 1<sup>st</sup> party at his discretion under special conditions.
- p. The terms and conditions attached to the tender shall be considered as part and parcel of this contract and will be considered to have been included in the contract for all purposes.
- q. The firm should not have been blacklisted even in part from any other organization; if this information is found false, action as deemed fit shall be taken against the firm.

Signature of Tenderer

Accepts all the terms & conditions of the Tender  
Under hand and seal of the authorized person

Accepted

(Signature of Tenderer)  
With seal and full address

Dated:  
Place:

**Annexure- V**

**MANUFACTURER'S/PRINCIPAL'S AUTHORIZATION FORM**

TO

The Registrar  
Baba Farid University of Health Sciences,  
Faridkot -151203

**Ref. No.**.....

**Dated:**

**Sub: Authorization Certificate in favour of M/s..... for supply  
Chemicals/Reagents.**

We, M/s....., who are established and reputable  
manufacturers of Chemicals/Reagents as mentioned in Tender, having factory(ies) at  
..... and ....., hereby authorize  
M/s.....(name and address) to bid, negotiate and conclude  
the Tender formalities with you against Tender No..... for signing Rate  
Contract for supply of Chemicals/Reagents.

No company or firm or individual other than M/s..... are authorized  
to bid, negotiate and conclude the tender formalities in regard to this business against this  
specific tender.

Yours faithfully,

(Name)

For and on behalf of M/s \_\_\_\_\_  
(name of manufacturer/Principle)

**Note: This letter should be signed by a person competent and having authority to sign  
on behalf of manufacturer, and should be on manufacturer Letter Head and same  
should be kept in Technical Bid Envelope.**

**Annexure - VI**

**UNDERTAKING BY MANUFACTURER/PRINCIPAL SUPPLIER**

TO

The Registrar  
Baba Farid University of Health Sciences,  
Faridkot -151203

**Ref. No.....**

**Dated:**

**Sub: Undertaking for regular supply**

We, M/s....., who are established and reputable manufacturers of Chemicals/Reagents mentioned in Tender and have authorized M/s.....(name and address) to bid, negotiate and conclude the Tender formalities with you against Tender No..... for signing Rate Contract for supply of Chemicals/Reagents.

Further, we undertake that in case dealership/distributorship is withdrawn within the period of Rate Contact then we shall be responsible for supply of Chemicals/Reagents during the remaining period of Rate Contract.

Yours faithfully,

(Name)

For and on behalf of M/s \_\_\_\_\_  
(name of manufacturer/Principal)

**Note: This letter should be signed by a person competent and having authority to sign on behalf of manufacturer, and should be on manufacturer Letter Head and same should be kept in Technical Bid Envelope.**

**Annexure- VII****Details about Bank Account of the firm who has deposited EMD**

Name of the firm: \_\_\_\_\_

<b>Sr. No.</b>	<b>Particulars</b>	<b>Detail</b>
1.	Account No.	
2.	Name of Bank	
3.	Branch Name	
4.	IFSC Code of Bank	
5.	Name of Operator	

**PRICE BID**

**PRICE BID CHEMICALS 07.1.2016.XLS**