

Sanjay Gandhi Post Graduate Institute of Medical Sciences

HOSPITAL REVOLVING FUND

Raebareli Road Lucknow – 226 014

Request for Proposal (RFP)

E-Bids are invited in two bid system (Part-1 Technical bid & Part-2 Financial bid) for Entire range of Suture Material

E-Bid Ref. No.PGI/HRF/Suture-832/2023-24

E-tender Portal: http://etender.up.nic.in

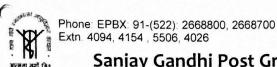
SI. No.	Particulars	Date	Time
1	Publishing date & time	19.02.2024	12.00 Noon
2	Bid submission start date & time	19.02.2024	12.00 Noon onwards
3	Bid submission last date & time	18.03.2024	4.00 PM
4	Technical Bid opening date & time	19.03.2024	11.00 AM
5	Cost of e-Bid/Tender Fees (Non-refundable)	Rs.5900.00 inclusive of GST@ hundred) only payable by N Drug & Consumable no.10095235405 of State Ba Rae Bareilly Road, Lucknov SBIN0007789. The same is bidding firm account only. The the online submission of Teralongwith the Technical Bid was not been submission of the same is alongwith the Technical Bid was not been submission of the same s	EFT/RTGS in favour of "IHA A/c", payable in A/c ink of India, SGPGI Campus v-226014 (U.P.), IFS Code: to be deposited from the e Details of Receipt/proof of inder Fees must be attached
6	EMD (Refundable)	Rs.100000.00 (Rupees one	lakh) only, payable by A Drug & Consumable A/c", 405 of State Bank of India, oad, Lucknow-226014 (U.P.), he same is to be deposited ount only. The Details of submission of EMD must be

Place of Opening of E-Bids:Sanjay Gandhi Post Graduate Institute of Medical Sciences, Lucknow-226 014 Ph. No. 0522-2494026/2494094/2495506

E-mail: hrf@sgpgi.ac.in Website: www.sgpgi.ac.in

This Document Contains -29 Pages





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Annexure - I

CHECK LIST of Essential Documents

To,

The Chairman (HRF)
Sanjay Gandhi Postgraduate Institute of Medical Sciences
Lucknow – 226 014

Sub: Tender Enquiry no: PGI /HRF /Suture- 832/ 2023-24

Sir

I am / we are submitting technical bid enclosing the documents as per details given below:

SI. No.	Name of Document	Page (From)	Page (To)
1	Details of the item quoted in Technical Bid (Annexure-II)		
2	Declaration of the Company with a certification that the uploaded documents are true and correct as per (Annexure-IV)		
3	Self-Declaration on Rs 100/- Non-judicial stamp paper duly notarized about lowest rate & passing on the Downward rate revision (Annexure-V)	,	
4	Terms and Conditions of proposed Rate Contract to be uploaded duly signed and stamped as per (Annexure-VI)		
5	Acceptance Certificate of Terms and Conditions of Rate Contract (Annexure-VII)		
6	Acceptance Certificate of Terms and Conditions of Tender Document (Annexure-VIII)		
7	Self Attested copies of valid manufacturing/import license of the company		
8	Non-conviction / No pending conviction certificate duly Notarized by Notary for preceeding three years on Rs. 100 Non Judicial Stamp Paper (Annexure-IX)		
9	Self-declaration on Rs. 100/- Non Judicial stamp paper duly notarized that the bidder has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the bidder as per (Annexure-X)		
10	Self attested copy of the PAN Card		
11	Self Attested copy of GST registration certificate		
12	Self Attested documentary evidence for status of firm (Memorandum of Undertaking)		
13	Self attested copy of Registration Certificate of the bidding company		
14	Self attested copy of the Income tax returns (ITR) for minimum three consecutive Financial Years w.e.f.2019-20, 2020-21, 2021-22 & 2022-23		
15	Self Attested copies of audited balance sheet & Profit and Loss Account for minimum three consecutive Financial Years w.e.f. 2019-20, 2020-21, 2021-22 & 2022-23		
16	List of Institute/Hospital where the bidding company supplying the tendered item during last 12 months.		
17	The Details of receipt/proof of the online submission of Tender Fees & EMD must be attached alongwith the Technical Bid as per point no. 2& 3 of Salient Points of NIT as per Page-5		







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SANUAY GANDHI POST GRADUATE INSTITUTE OF MEDICAL SCIENCES

Reebarell Road, Lucknow-226014 els: 0522 -2494094/2494934, e-mail- firf@sgpgi.ac Hospital Revolving Fund

E-Tender Notice

e-Bids are invited in Two bid system (1) Technical Bid and (2) Price Bid from reputed & genuine manufacturers/importers only for executing a rate contract of "SUPPLY OF ENTIRE RANGE OF SUTURE MATERIAL", for a period of two years vide Tender No. PGI/HRF/Suture-832/2023-24

The detailed terms and conditions such as Tender Fees & EMD of the NIT are available in the e-Bid document uploaded on e-tender portal http://etender.up.nic.in and website of the institute www.sgpgims.org.in w.e.f. 19.02.2024. The offer will be accepted Online only on e-tender portal with terms & conditions as mentioned in tender document.

Last date & time of submission of e-bid: 18 03.2024 upto 1600 HRS

Date & Time for opening of e-bid: 19.03 2024 at 1100 HRS.

The Director reserves the right to accept or reject any offer partially or fully without assigning any reason.

ADVT.No.: 1/43/HRF/2023-24

Director

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SALIENT POINTS OF THE NOTICE INVITING TENDER

E-Bids are invited in two bid system for Entire Range of Suture Material for a period of two years. Bids will be accepted from reputed & genuine Manufacturers / Importers only. The salient features of the tender are as under:

- 1) The E-Bids should in two bid system: (1) Technical bid containing Tender documents & (2) Price bid containing the offered rates. Technical bid and Price bid should submit separately and should bear the 'Tender No.: PGI/HRF/Suture-832/2023-24
- 2) Cost of tender document (Non refundable): Tender Fees (Non-refundable) Rs.5900.00 inclusive of GST@18% (Rs Five thousand nine hundred) only payable by NEFT/RTGS in favour of "IHA Drug & Consumable A/c", payable in A/c no.10095235405 of State Bank of India, SGPGI Campus Rae Bareilly Road, Lucknow-226014 (U.P.), IFS Code: SBIN0007789 be accepted from bidding firm's account only. The Details of Receipt/proof of the online submission of Tender Fees must be attached alongwith the Technical Bid with Your bank details.
- 3) Earnest Money Deposit (Refundable):Rs.100000.00 (Rupees One lakh) only, payable by NEFT/RTGS in favour of "IHA Drug & Consumable A/c", payable in A/c no.10095235405 of State Bank of India, SGPGI Campus Rae Bareilly Road, Lucknow-226014 (U.P.), IFS Code: SBIN0007789 be accepted from bidding firm's account only. The Details of Receipt/proof of the online submission of EMD must be attached alongwith the Technical Bid with Your bank details.
- 4) Performance Security (Refundable): 2.5% of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum Rs. 10000.00 (Rupees ten thousand) only and maximum of Rs.300000.00 (Rupees three lakh) only. Those vendors who will be identified for the purpose of Rate Contract will be required to deposit the performance security within 03 weeks after accepting the Rate Contract and it should be valid for a period of 42 months from the date of issue of Rate Contract.Performance Security should be submitted in shape of TDR/FDR from a Nationalised / Scheduled Bank, pledged in favour of 'IHA Drug and Consumable A/c, SGPGIMS, Lucknow.
- 5) Last date for submission of e-bid: On or before 18.03.2024 up to 1600 HRS
- 6) Date and time of e-bid opening: The bid / offer would be opened on 19.03.2024 at 1100 HRS, at SGPGIMS, Lucknow.
- 7) Validity of offer: Your offer should be valid for 365 days from the last date of submission of the bid, i.e from 18.03.2024 and if your offered rates and items are accepted for Rate Contract the same will remain valid for the entire period of Rate Contract, i.e, The Rate Contract will be valid for period of two years from the date of issue. It may be further extended for a maximum period of one year or till the finalization of new rate contract whichever is earlier, if required.
- 8) The award of the Rate contract is not linked with the procurement style opted by HRF / Institute during the entire period of rate contract. Any item under the rate contract may be procured through supply







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order/on utilization basis. Modality of procurement and inventory management of any item may be changed at any point of time.

- 9) At the time of awarding the Rate Contract, RC Holder has to submit an affidavit to this effect on Rs. 100.00 Non-Judicial stamp paper (duly notrarized) stating that RC Holder /its representative will not have:
 - (i) Any conflict of interest in satisfactory execution of the RC.
 - (ii) Will not indulge in any corrupt practice.
 - (iii) Will not indulge in any fraudulent practice.
- 10) (a) In view of GST implementation, Institute encourages the RC holder for direct business with HRF.
 - (b) In the situation of non compliance of above clause no: 10(a) name & address of billing agency would be informed by the tenderer after award of Rate Contract (if required) with the following details of the billing agency:
 - o PAN Card
 - Sale tax Registration with GST Return for preceeding three years.
 - Non Conviction Certification /no pending conviction certificate attested/issued by notary for preceding three years
- 11) Kindly submit atleast 6 foils of each quoted suture (non-refundable) as a sample which should pertains to all existing specialities of the Institute and marked speciality wise, if possible.
- 12) At any point of time offline original documents/records (same as uploaded in Technical Bid) can be asked for verification, in case of need anytime.
- 13) Online Refund of EMD: For online refund of EMD, following details MUST be provided by the bidders in technical bid (Part -1) which has to be the same account form where the EMD has been transferred.
 - (i) Name of the Tenderer
 - (ii) Tender Number and Name
 - (iii) Amount of EMD
 - (iv) Name of Bank and Branch
 - (v) IFSC Code
 - (vi) Name of Account of Beneficiary
 - (vii) Account number in which EMD amount is to be credited

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GENERAL TERMS AND CONDITIONS OF THE ABOVE NIT

- 1. e-Bids will be accepted from reputed & genuine Manufacturers / Importers only.
- 2. Firm has to quote their entire list of sutures they manufacture or import, as the case may be.
- 3. Some of the items may be kept on utilization or consignment basis as elaborated in the tendered list, if any.
- 4. The firms who intend to participate in the tender should first ensure that they fulfill all eligibility criteria as prescribed in the general terms & conditions.
- 5. The Bidder submitting his / her tender would be deemed to have thoroughly read, considered and accepted all the terms & conditions mentioned in the tender document. No enquiries shall be entertained in respect of acceptance or rejection of the bid.
- 6. Bidder shall submit duly filled, signed & stamped annexures as per the format provided.
- 7. The Bidder should submit the self attested copies of i.e USFDA/WHO-GMP/CEE/COPP/EN/FDA/ Research molecule certificate (In case of Research molecule), Manufacturing certificate or provide evidence of Suture Materials if they export/supply the tendered product to countries including in the 'very high human development' list of countries of the world for internal use in those markets if applicable. These will be included as a factor to judge quality.
- 8. "For SGPGI supply only" MUST be mentioned on the supplied items.
- 9. Any plea for clerical/typographical error etc. would not be accepted in the e-bid documents.

PART '1' - TECHNICAL BID:

Bidder has to upload the following documents in technical bid (Part 1).

- I. The Checklist as per the format provided in the Tender documents (Annexure-I).
- II. List of items for which the rates are offered, as per the enclosed format (Annexure-II).
- III. Annexure- III is price bid (Not to be submitted with technical bid)
- IV. Self declaration by the bidder that the uploaded tender documents are true and correct as per (Annexure-IV)
- V. Self-Declaration on Rs 100/- Non-judicial stamp paper duly notarized about lowest rate & passing on the Downward rate revision (Annexure- V)
- VI. Terms & Conditions of proposed Rate Contract (Annexure VI)duly signed and stamped.
- VII. Certificate from the bidder that they have accepted all the proposed terms and conditions of Rate Contract (as per Annexure VII)

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- VIII. Acceptance of Terms and Conditions of tender documents and certification that the supplied items should be GST paid if applicable (as per **Annexure VIII)**
- IX. Self attested documentary evidence to establish the status of the bidder.
- X. Non-conviction / No pending conviction certificate duly Notarized by Notary for preceding three years on Rs. 100 Non Judicial Stamp Paper (Annexure-IX)
- XI. Self-declaration on Rs. 100/- Non Judicial stamp paper duly notarized that the bidder has not been black listed in the past by any Government/Private Institution and there is no vigilance/CBI/case pending against the firm/supplier as per (Annexure-X)
- XII. Self attested copies of valid manufacturing/ import license of the company for quoted product is MANDATORY.
 - (A) In case bidder is respresenting as importer, he has to submit a certificate from their principal firm that bidder is the exclusive importer for them for such items
 - (B) In case bidder is representing as a manufacturer, he has to submit manufacturing licence for such item quoted in tender.
- XIII. Self Attested copies of audited balance sheet & Profit and Loss Account for minimum three consecutive Financial Years w.e.f. 2019-20, 2020-21, 2021-22 & 2022-23.
- XIV. Self attested copy of Registration Certificate of the bidding company.
- XV. The firm should submit the self attested copies of Quality Certification i.e. USFDA/WHO-GMP/CEE/COPP/EN/FDA/etc. if any.
- XVI. Self attested copy of the PAN Card
- XVII. Self attested copy of the Income tax returns (ITR) for minimum three consecutive Financial Years w.e.f. 2019-20, 2020-21, 2021-22 & 2022-23.
- XVIII. Self attested copies of GST registration certificates.
- XIX. Specifications of the quoted item should be the same as per the details given in the tender list.
- XX. Conditional bids would not be entertained.
- XXI. Each and every page or paper of the tender document which is uploaded should be serially numbered, signed & stamped by the authorised signatory of the bidder.

PART '2' - PRICE BID:

I. Price bid in the prescribed format (Annexure III) duly filled, signed and stamped by the tenderer. Prices should be neatly typed and should be in figures and as well as in words. Any cutting / overwriting would make the Price Bid invalid. The price bid should be uploaded on e tender portal in the requisite Price Bid Section.







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Guidelines for the Price bid:

- 1. Rates should be quoted for one unit not of a pack size.
- II. Rates quoted should be inclusive of GST. HRF would only accept the stocks which are GST paid.
- III. The prices quoted by the tenderer should not exceed the controlled price, if any, fixed by the Central / State Government and the Maximum Retail Price (MRP) of the item.
- IV. The billing agency should have a valid GST no., however HRF, SGPGIMS GSTIN No. Is 09AAAJS3913N1ZO.
- V. The quoted rates should be F.O.R destination (HRF Stores, SGPGIMS, Lucknow)
- VI. Quoted item serial no. should be the same as the serial no. detailed in the item list of the tender document.
- VII. Specifications of the quoted item should be the same as per the details given in the tender.
- VIII. Any plea for clerical / typographical error etc. would not be accepted. No correspondence will be entertained after opening of Price bid.
 - IX. Conditional bid would not be entertained.
- 10. A rational balance of quality, quantity and cost of the product offered / quoted by the firms, which meet the eligibility criteria, shall be the sole basis of awarding the contract.
- 11. The store offered should have 75% of remaining shelf life in case of products manufactured in India and 60% remaining shelf life in case of imported products. Loss or premature deterioration due to biological and or due to other factors, during the life span of the store shall have to be made good by the contractor free of cost.
- 12. The stores offered by the contractor should strictly conform to the provisions of Drugs & Cosmetics Act 1940, and rules made there under as amended from time to time.
- 13. Each and every page or paper of the tender document should be serially numbered, signed & stamped by the authorised signatory of the bidder.
- 14. Tenderer should uphold good business practices.
- 15. Disqualification of the bid:
 - I. Any deviation from the documents listed in the Tender Checklist (Annexure-I) of the Tender Documents would lead to disqualification of the bid.
 - II. Any action on the part of tenderer to influence any official will amount to rejection of his bid.
- 16. In case any document uploaded by the tenderer is found false, the tender shall be rejected and the tenderer may be blacklisted by HRF. Further, in all such cases EMD of the tenderer shall be forfeited.







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DEFINITIONS & INTERPRETATIONS OF DIFFERENT TERMS & TERMINOLOGY

In this tender, the words & expression used shall have the meaning / definition / expression as under:

- (a) Institute means Sanjay Gandhi Postgraduate Institute of Medical Sciences, Lucknow
- (b) Contracting Authority means the designated officers on behalf of the Director
- (c) Tenderer means any direct reputed & genuine manufacturer / Importer in India
- (d) "Acceptance of Tender" means the letter communicating for opening of price bid
- (e) "Rate Contract" includes the notice inviting tender, general terms & conditions, definition & interpretations, instructions to tenderers, tender acceptance and submission of declaration forms.
- (f) "Bidder" means the person, firm or company with whom the contract is made
- (g) "Inspection" means inspection carried out by the person specified in the contract
- (h) "Purchaser" means the authority accepting the tender.
- (i) "Supply Order" means an order for the supply of goods
- (j) Utilization means vendor managed Inventory where the vendor keeps the track of their items required & consumed.
- (k) Consignment basis means when the vendor keeps the approved goods at his cost & risk.
- (I) "Test" means such tests as are considered necessary
- (m) "Unit" means the unit of purchase as specified in the schedule of goods
- (n) "GST" means tax payable under GST Act on sale or purchase of goods as the case may be
- (o) Tax Invoice: Where the GST has been paid on the purchase of goods by the Institute's HRF and such goods have been sold / used in the Institute, the amount of tax paid to the vendor on the purchase of such goods shall subject to input credit of tax paid on the purchase or sale of goods under the rules. The vendor / authorized billing agency shall provide the tax invoice for availing the tax input credit.
- (p) Manufacturer means that makes the first sale of such goods after manufacturing.
- (q) Importer means the firm who makes the first sale of such goods after imports
- (r) Purchase price means amount of valuable consideration paid or payable for purchase of goods.
- (s) "Billing agency" refers to the Rate Contract holder (manufacturer) itself or to any agency/clearing & forwarding agency appointed by the Rate Contract holder (manufacturer).

Rate Contract (other than Life Saving Category Item)

Following three categories of companies/entities will be selected and Rate Contract will be signed with them.

- i. Category 1: Rate Contract 1 the first source for procurement (L-1)
- ii. Category 2: Rate Contract 2 the second (alternative) source for procurement (L-2)
- iii. Category 3: Rate Contract 3 the third (alternative source for procurement (L-3)
- iv. Situation under which supply order might be placed to alternative sources (RC-2 (L-2) AND RC-3 (L-3), in that order)
- RC-1 source fails to supply the items within the stipulated time of 30 days.







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- The committee members in their collective judgement are not satisfied with the quality of items procured from RC -1 source.
- When the RC-1 source fails to honor the terms and condition of the contract e.g. (i) asking for upward revision of prices, (ii) asking for extension of the delivery period beyond the accepted time, (iii) any other request from RC-1 source which does not serve the purpose of the Institute.
- RC-1 could not perform well on account of good inventory management bringing loss on account of overstocking and expiry to zero level.
- Whenever RC-1 fails to completely honour three consecutive supply orders the rate contract
 would be cancelled and RC-2 (L-2) would be made the regular source of procurement and the
 performance security of RC-1will be forfeited.
- In such a situation all clauses related to RC1 (L-1) shall automatically apply to RC2 (L-2).
- Companies performance during the current Rate Contract will be taken in consideration while finalizing the future tender.

(a) Procurement on Supply Order Basis:

Supply of material covered under this rate contract will be made on the basis of written supply order with terms and conditions enumerated therein. It will be the responsibility of supplier to have an access with HRF to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving / non moving inventories, for which following mechanism will be observed: -

- (i) Besides having liaison with user department, you will be allowed to have access to computerized system to know the consumption pattern / reports of the items concerned.
- (ii) In hand stock position at central HRF stores and peripheral sub stores can also be obtained from time to time.
- (iii) Access to HRF stores to know the status of expiry / slow moving / non-moving products.
- (iv) Company will own the responsibility of overstocking & expiry.
- (v) Company will actively take preventive measures and inform SSPO (HRF) in writing about any specific item / quantity mentioned in supply order that may lead to overstocking / expiry.
- (vi) The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.
- (vii) In case of any difficulty in getting the feedback from HRF stores, you may contact SSPO (HRF)/ Chairman (HRF)/ Director.

(b) <u>PROCUREMENT ON CONSIGNMENT/UTILIZATION BASIS:</u> All approved items on consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks will be 48 to 72 hours. It will be communicated by telephone, e-mail to you or your authorized distributor.

You will agree that any loss of material is going to be a national loss. Please do inform about such items asked for supply but may not be required by the users. In case of any difficulty in getting the feedback from HRF stores, you may contact SSPO (HRF) /Chairman (HRF)/ Director.







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1. Period of validity:

The Rate Contract will be valid for period of two years from the date of issue of Rate Contract. It may be further extended for a maximum period of one year or till the finalization of new rate contract whichever earlier, if required.

2. Authority to the purchase:

Any officer designated by the Institute shall be entitled to exercise all the rights and powers given in the contract

3. Responsibility of the Tenderer for executing the contract:

The tenderer shall perform the contract in all respect in accordance with the terms and conditions mentioned therein. The tenderer shall remain responsible until the actual delivery of the goods is made to the consignee at the stipulated place.

4. Rate:

The rate quoted by tenderer shall remain firm and fixed until the completion of contract.

- (i) All rates quoted should be for ONE UNIT/One foil. Bids should be neatly typed and no blank space should be left.
- (ii) Tenderer must ensure that the quoted rates are inclusive of GST as applicable. HRF will only accept the material which would be GST paid, if applicable. All rates quoted should be inclusive of all taxes including GST as applicable alongwith 8 digit HSN No.
- (iii) All rates quoted should be F.O.R. destination i.e HRF Stores, SGPGIMS, Lucknow.
- (iv) The Institute will not own responsibilities for clearance of consignment from any road, rail, air, postal terminals etc.
- (v) No escalation in rates (except Govt levy / tax) would be permissible.
- (vi) Tenderer should take care that the rate and amount are written in such a way that interpolationis' not possible.
- (vii) Tenderer should quote the rate in words & figures both.
- (viii) Alteration if any should be attested by the tenderer, otherwise tender will not be considered.

5. Earnest Money Deposit (EMD) & Performance Security (Refundable):

- (i) EMD in shape of cheque / DD will not be acceptable in any case.
- (ii) Earnest Money Deposit Rs.100000.00 (Rupees one lac only), payable by NEFT/RTGS in favour of "IHA Drug & Consumable A/c", payable in A/c no.10095235405 of State Bank of India, SGPGI Campus Rae Bareilly Road, Lucknow-226014 (U.P.), IFS Code: SBIN0007789be accepted which is to be deposited from bidding firm's account only. The Details of Receipt/proof of the online submission of EMD must be attached alongwith the Technical Bid.
- (iii) The EMD of the RC holders would be released after signing of Rate Contract and deposition of performance security as the case may be.
- (iv) If the tenderer fails or neglects to observe or perform any of his/her obligations under the contract, it shall be lawful for the purchaser to forfeit the performance security furnished by the tenderer.







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- (v) Performance Security (Refundable): 2.5% of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum Rs. 10000.00 (Rupees ten thousand) only and maximum of Rs.300000.00 (Rupees Three lakks) only. Those vendors who will be identified for the purpose of Rate Contract will be required to deposit the performance security within 03 weeks after accepting the Rate Contract and it should be valid for a period of 42 months from the date of issue of Rate Contract. Performance Security should be submitted in shape of TDR/FDR from a Nationalised / Scheduled Bank, pledged in favour of 'IHA Drugs and Consumables A/c, SGPGIMS, Lucknow.
- VI) The bidders who has/have not awarded Rate Contract, their EMD will immediately be returned online as per details given in tender, after finalization of Rate Contract in due course.

6. Change in Constitution of firm:

Any change in the pattern of ownership of the contracting party will not nullify the provisions of the contract. The contract will devolve on the successor owners.

7. Fall Clause:

If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/She shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Director SGPGI shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of HRF authority fromother sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.

8. Inspection and sampling at the consignee's end:

- (i) After the receipt of the consignment, the demanding officer may draw a sample out of each consignment and send it for testing at one of the approved testing laboratories/user departments. If the sample/samples is/are found not of standard quality, the consignment shall be rejected. If the product is found to be not of standard quality for any of the above-mentioned reasons, the total cost of laboratory test will be recovered from the supplier. Where there are visible and obvious defect in the consignment, it shall be rejected.
- (ii) All rejected stores shall in any event remain and will always be at the risk of the contractor immediately on such rejection.
- (iii) Purchaser reserves the right to depute persons as may be designated by him to visit the premises of the manufacturers for ensuring that GMP(s) are observed by the manufacturers. It is also open







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to the purchaser to send persons as may be designated by him to inspect stores and draw samples from there before dispatch of consignment.

(iv) In case of rejection of stores, the supplier will have to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of the fact that part of the supplied stores may have been consumed.

9. Penalty Clause:

- (a) Non-execution of supply order For the reasons of failure to supply partially or completely within 30 days, if the HRF has to buy the items from the RC 2(L-2), RC 3 (L-3) or approved local vendor firm, the rate difference in cost will be recovered from RC holderi.e L1/Billing Agency as appointed by the Rate Contract Holder. In case if L-2 firm is not available in panel, HRF has to buy the item from locally approved vender and the difference of cost will be recovered from RC holder/Billing agency payments. The difference of amount will be deducted from the forthcoming Tax Invoices of the supplier pertaining to any product. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the HRF timely.
- (b) Late delivery clause -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order can be supplied within one week after expiry of last date of delivery with 1% Late Delivery charges per week on unsupplied goods and after that the supply order may be treated as cancelled. Further unsupplied goods will be procured from RC-2/RC-3 or approved local vendor and difference amount will be deducted from forthcoming Tax Invoices of RC1/Billing Agency.
- (c) Non production of item Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

10. Items nearing expiry / Expired:

The items supplied nearing expiry and / or if not consumed, will be intimated at least three months in advance and will have to be replaced by the tenderer at his / her cost. Slow moving items may be asked for replacement with other approved items at the discretion of HRF.

11. Disputes and Arbitration:

All disputes or differences arising during the execution of the contract shall be resolved by mutual discussion failing which the matter will be referred to the Director, SGPGIMS, Lucknow for arbitration whose decision shall be the final binding on the contracting parties.

12. Laws governing the contract:

- (i) This contract shall be governed by the laws of Uttar Pradesh, India
- (ii) The Courts of Lucknow shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.







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- (iii) Terms and expressions not herein defined shall have the meaning assigned to them, if any, in the Indian Sale of Goods Act, 1930 or the Indian Contract Act, 1872 or the General Clauses Act, 1897as amended from time to time.
- (iv) In view of the notification issued by the Ministry of Health & Family Welfare, Government of India, Gazette Notification no. SO 1468 (E) dated 6.10.2005 and GSR 627 (E) dated 7.10.2005, it would be sole responsibility of the Rate contract holder to comply with the applicable rules and regulations from time to time.
- (v) HRF will entertain only direct correspondence from RC holder.
- 13. Information required on Pre-receipted Bill (Tax Invoice): Supply order will be release and you may execute the supplies directly or through Billing agency. Tax Invoice must be endorsed by the security personal at SGPGI main gate. The endorsement must clearly mention time and date of entry of the material. The tax invoice must always bear the following information in addition to any requirements under the GST Act.
 - (i) Name of the item as, it is mentioned in Rate contract/ supply order.
 - (ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
 - (iii) Size of the item
 - (iv) Supply order no. and Date
 - (v) Date of manufacturing
 - (vi) Date of expiry
 - (vii) Batch number
 - (viii) Quantity of each item (in unit)
 - (ix) Value of each item
 - (x) Total value of the Tax Invoices
 - (xi) The amount of GST paid by the supplier.
 - (xii) Maximum Retail Price (MRP)
 - (xiii) GSTIN Number of SGPGI as well as of billing agency
 - (xiv) HSN Code in eight digits
 - (xv) Submission of copy of e-way bill is mandatory

14. PAYMENT:-

- (a) 100% payment shall be made on receipt of goods in satisfactory conditions and submission of Tax Invoices with the material.
- (b) Payment will be made on 30th day from the date of submission of Tax Invoices, with early payment option facility to be enumerated in the supply order.
 - (i) If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
 - (ii) If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.







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- (iii) If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.
- (iv) Early payment options are applicable against 100% supplies.
- (c) On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled bills of the patients.
- (d) Tax Invoices not received in accordance with the instructions as required on Tax Invoices (mentioned above) will not be entertained / processed for payment by the Institute.
- (e) The part supplies are accepted for the sake of convenience of HRF only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part Supply and procurement being done from RC2 or other sources, the cost difference account shall be deducted from the forthcoming Tax Invoices of the RC1 (L1)/Billing Agency as appointed by the RC Holder.
- (f) The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.
- (g) Tax Invoices in six copies and pre-receipted payment must be submitted along with copy of tax invoice at the time of supply of the material at HRF stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.
- (h) Any variation in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery/Administrative action as deemed proper.
- (i) Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.
- 15. Termination of Contract:In case any party (Institute or the company) wants to withdraw from the rate contract, it can do so after giving 03 (three) months notice.
- **16.** Any action on the part of the bidder to influence anybody of the Institute will lead to rejection of the bid.
- 17. The Director reserves the right to accept or reject any offer partially or fully without assigning any reason.







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HRF FORM

Annexure-II

Detail of the Items quoted in the Technical Bid

SI. No.	HSN Code (In eight digits)	Name of Item (Entire range of Suturesquoted by bidder)	Specification of the quoted Item	Brand Name	Catalogue Number	Pack Size	Name of the Agency for Quality Certification e.g. USFDA/WHO- GMP/CEE/COPP/E N/FDA/etc. if any
						-	







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HRF FORM

Annexure-III

Format of Price Bid (Not to be submitted with Technical Bid)

SI. No.	HSN Code (In eight digits)	Name of Item (as mentioned in the technical bid)	Specification of the quoted Item	Brand Name	Pack Size	Catalogu e Number	MRP (Incl. of all taxes) (In Rs.)	Offered Rates/ Unit Only Basic Price	GST (in %)	Total Offered Rates/ Unit (Incl. of GST) (In Rs.) (9+10)	Total Offered Rates/ Unit (Incl. of GST) (in words) (9+10)
1	2	3	4	5	6	7	8	9	10	11	12
	-				-	-					
							- 10 - 10 - 10 - 10 - 10 - 10 - 10 - 10				
-											
	-					+		1			

Note:

- 1. Item Sl. No. Quoted in technical bid should be the same serial no. in Price Bid.
- 2. The file name should be the Bidders company name
- 3. Identification of comparable products (Items) would be done by the expert's committee
- 4. Committee's decision would be final on this issue.







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Annexure-IV

DECLARATION OF THE COMPANY

The Bidder should have to give the details of the CEO (MD), Chairman (with the Authorised Signatory of the tender Bid) such as:

- 1) Name
- 2) Tel. No.
- 3) E-mail ID,
- 4) Address

Declaration by the Authorized Signatory

It is certified that each and every page of the tender document are serially numbered, duly signed by me and the information furnished in tender document and uploaded on e-portalis true and correct to the best of my knowledge and belief.

Yours faithfully,

Signature

Name

Designation

Name of company (Tenderer)

Address

Telephone No.

Mobile No.

Fax No.

E-mail:

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Ref: PGI/HRF/ Suture-832/2023-24/RC-

Dated:

HRF FORM

Annexure-V

(on Rs 100.00 Non-judicial Stamp paper)

I, (Name of the Authorized Signatory), (Designation of the Signatory) with M/s (Name of the Company), do hereby certify that we (the company) or its subsidiaries/designated representatives have not supplied the product at a cost lower than that quoted in the Tender No. PGI/HRF/Suture-832/2023-24 to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute.

We also undertake that any downward revision in MRP/Sale price/offer to sale to any Government Organization (Central/State Government Hospital/Institute, anywhere in India) of the product during the entire period of Rate Contract, including any extended period, will be duly informed to SGPGIMS maximum within a month (30 days) of such price revision, and the same will be passed on to the Institute.

AuthorisedSignatory

Designation

Seal

Date:

Place:

2



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Annexure VI

Ref: PGI/HRF/ Suture-832/2023-24/RC-

Dated:

To,

Sub: Rate contract for Suture Materials

Dear Sirs,

In reference to tender bid for above-mentioned items, your products as per enclosed **Annexure** are being covered under Rate Contract. The terms and conditions to govern the Rate Contract are as follows:

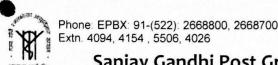
The award of rate contract is not linked to the procurement style opted by HRF / Institute during the entire period of rate contract. Any item under rate contract may be procured through supply order. Mode of procurement and inventory management of any item may be changed at any point of time.

- 1) (a) PROCUREMENT ON SUPPLY ORDER BASIS: Supply of material is covered under this rate contract may increase or decrease. It will be made available on the basis of written supply order with terms and conditions as enumerated therein. It will be the responsibility of supplier to have an access with HRF to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving / non moving inventories, for which following mechanism will be observed: -
- (i) Besides having liaisoning with user department, you will be allowed to have access to computerized system to know the consumption pattern / reports of the items concerned.
- (ii) Stock in hand position at Central HRF Store and peripheral sub stores can also be provided on demand.
- (iii) Access to HRF stores is allowed to know the status of expiry / slow moving / non-moving products.
- (iv) The company will own the responsibility of overstocking & expiry.
- (v) The company will take all preventive measures and will keep informed SSPO (HRF) in writing about any specific item / quantity mentioned in supply order that may lead to overstocking or expiry.
- (vi) In case of any difficulty in getting the feedback from HRF stores, you may contact SSPO (HRF) / Chairman (HRF)/ Director.
- (vii) The Institute has the right to switch over from supply order based procurement to consignment / utilization based procurements also.

You will appreciate that any loss of material is going to be a national loss. Please keep informed about such items asked for supply but in fact not required by the users.







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- **(b) PROCUREMENT ON CONSIGNMENT/UTILIZATION BASIS:** All approved items on consignment / Utilization basis must be made available in sufficient quantity to cater the whole need of the Institute, Lead time for replenishment of such stocks will be 48 to 72 hours. It will be communicated by telephone, fax or e-mail to you or your authorized distributor.
- 2) <u>PERIOD OF VALIDITY:</u> The Rate Contract will be valid for period of two years from the date of issue date of Rate Contract. It may be further extended for a maximum period of one year or till the finalization of new rate contract whichever earlier, if required.
- 3) PERFORMANCE SECURITY: Please submit performance security @2.5% of the value (calculated as per approximate one year consumption) of the approved item. The Performance Security would be minimum Rs. 10000.00 (Rupees ten thousand only) and maximum of Rs.300000.00 (Rupees three Lacs only). Performance security will be in shape of TDR/FDR drawn in favour of "IHA Drugs and Consumables A/C" (as stipulated in tender notice) payable at Lucknow from any nationalised bank / scheduled bank. The performance Security will have the minimum validity of 42 months from issuance of Rate Contract and it should be submitted within 03 weeks afteracceptance of the awarded Rate Contract.
- 4) TAXES AND DUTIES: Rates are inclusive of all taxes including GST etc as applicable. Any price variation due to Govt. levies will be settled accordingly. In case the excise duty is being claimed excise gate pass should accompany the supplies or annotation to the effect that excise duty has been deposited. Other charges like banks charges, postage, freight, etc. will be borne by your company.
- PRICES:-Rates are F.O.R. destination basis i.e. HRF Stores, SGPGIMS, Lucknow. No escalation in rates except Govt. levy/ tax would be permissible. If at any point of time during the execution of the contract, the contractor reduces the MRP / Sale Price or sells or offers to sell such stores, as are covered under the rate contract of the Institute, to any Government Organization (Central/State Government Hospital/Institute) at a fixed price lower than the price chargeable under the rate contract of the Institute, He/She shall mandatorily notify any such reduction in MRP or Sale Price or offer of sale to the purchaser within a month of the earliest date of such a reduction in price. The price payable under contract with the purchaser will stand correspondingly reduced from the date of reduction of price as notified or evidence obtained of such reduction in the price. In case of delay (more than one month) in such a notification the difference in cost will be recovered and Director SGPGI shall have the right to impose penalty such as forfeiture of Performance Security, cancellation of Rate Contract or possible removal of name from list of suppliers (any or all of the above). If such information comes to the notice of HRF authority form other sources, suitable action shall be initiated. Variation, if any, will be governed by the terms & conditions as enumerated in proposed rate contract.
- 6) ROAD PERMIT: It would be the sole responsibility of the supplier to affect the door deliveries at his / her own. HRF will not own any responsibility for clearance of goods from any road, rail, postal, air terminals nor any machinery of SGPGI would be allowed for this purpose.







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- 7) <u>DELIVERY:</u> Supplied material should have ordinarily minimum shelf life of 75% at the time of supply. Batch number and expiry date must be mentioned on face of the Tax Invoices. Stores supplied through courier, post etc may be received under the sole responsibility of supplier regarding quantity, specification and breakage.
- 8) <u>DEFECTIVE INVENTORY:</u> HRF Stores / User department / HRF Management Committee of the Institute will be the sole authority to declare inventory as defective either at the time of receiving the goods or after the use of goods. Cost of such defective inventory will be recoverable from forthcoming Tax Invoices of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

9) PENALTY CLAUSE:

- (a) Non-execution of supply order For the reasons of failure to supply partially or completely within 30 days, if the HRF has to buy the items from the RC 2 (L-2), RC 3 (L-3) or approved local vendor firm, the rate difference in cost will be recovered from RC holder i.e L1 /Billing Agency. The difference amount will be deducted from the forthcoming Tax Invoices of the supplier pertaining to any product. Repeated failure (Three times) to supply in part or in full may amount to termination of rate contract for the product (s) and forfeiture of Performance Security. Reasons of failure to supply the material will be communicated by the firm to the HRF timely.
- (b) Late delivery clause -The date & time of the delivery as stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed no later than the date(s) as specified in the supply order. Unsupplied items of each supply order can be supplied within one week after expiry of last date of delivery with 1% Late Delivery charges on unsupplied goods and after that the supply order will be treated as cancelled. Further unsupplied goods will be procured from RC-2/RC-3 or approved local vendor and difference amount will be deducted from forthcoming Tax Invoices of RC1/Billing Agency.
- (c) Non production of item Difference in the value between existing source and source from where supplies are being obtained for remaining tendered quantity will be recovered from the billing agency.

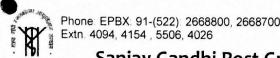
10) INFORMATION REQUIRED ON PRE-RECEIPTED BILL (TAX INVOICE): -

Supply order will be released and you may execute the supplies directly or through Billing agency. Tax Invoice must be endorsed by the security personal at SGPGI main gate. The endorsement must clearly mention time and date of entry of the material. The Tax Invoice must always bear the following information:

- (i) Name of the item as, it is mentioned in Rate contract/ supply order.
- (ii) Name of the item as, it is mentioned in the product literature of the company (i.e. Brand Name, if any)
- (iii) Size of the item
- (iv) Supply order no. and Date
- (v) Date of manufacturing
- (vi) Date of expiry
- (vii) Batch number







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- (viii) Quantity of each item (in unit)
- (ix) Value of each item
- (x) Total value of the Tax Invoices
- (xi) The amount of GST paid by the supplier
- (xii) Maximum Retail Price (MRP)
- (xiii) GSTIN Number of SGPGI as well as billing agency
- (xiv) HSN Code in eight digits
- (xv) Tax Invoice should be pre-receipted
- (xvi) Submission of copy of e-way bill is mandatory
- 11) REPLACEMENT OF NEAR EXPIRY / SLOW MOVING / NON-MOVING ITEMS: It will be responsibility of supplier to get status of slow / non-moving inventory for replacement purposes from HRF stores on quarterly basis or at a higher frequency. If company fails to replace such slow moving / non-moving stocks in time, Institute will retain the right to identify such stocks any time during the contract period and return the same to the company. Cost of such returned inventory will be recoverable from forthcoming Tax Invoices of the supplier or replaced with any other approved stocks, failing which contract may be terminated.

12) RELEASE OF EMD

- (i) The EMD of Rate Contract Holder would be released after submission of Performance Security online as detailed furnished in Tender Documents.
- (ii) The bidders who has/have not awarded Rate Contract, their EMD will immediately be released after finalization of Rate Contract after due correspondence online as detailed furnished in Tender Documents.

13) PAYMENT:-

- (a) 100% payment shall be made on receipt of goods in satisfactory conditions and submission of Tax Invoices with the material/challan.
- (b) Payment will be made on 30th day from the date of submission of Tax Invoices, with early payment option facility to be enumerated in the supply order.
 - (i) If you allow 4% trade discount, payment shall be made within (03) working days from its submission date.
 - (ii) If you allow 2% trade discount, payment shall be made within (07) working days from its submission date.
 - (iii) If you do not wish to avail the opportunity of early payments, payments shall be made on 30th day on its submission.
 - (iv) Early payment options are applicable against 100% supplies.
- (c) On consignment / Utilization basis- Fortnightly payment would be released against the item consumed and settled Tax Invoices of the patients.
- (d) Tax Invoices not received in accordance with the instructions as required on challan / Tax Invoices (mentioned above) will not be entertained / processed for payment by the Institute.
- (e) The part supplies are accepted for the sake of convenience of HRF only. The remaining order shall be treated as cancelled only after last date of supply as per supply order. In case of Part







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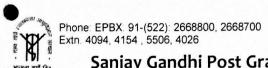
- Supply and procurement being done from RC2 or other sources, the cost difference account shall be deducted from the forthcoming Tax Invoices of the RC1 (L1)/Billing Agency.
- (f) The Institute retains the right of returning (to the supplier/s) any item in any quantity that helps to manage the inventory in most economical manner. The value of returned goods would be adjusted in any possible manner that suits the need of the Institute.
- (g) Tax invoice in six copies and pre-receipted payment must be submitted along with copy of tax invoice at the time of supply of the material at HRF stores. You are advised to comply this point very strictly to avoid any delay in release of the dues. Further you must ensure uninterrupted supply and change of billing agency, will in no way affect the supply schedule.
- (h) Billing agency may collect payment in its own name for supplies made under written authorization from the manufacturer/importer.
- 14) Any variation in the prices detected at any point of time, the sole responsibility would rest with the firm and shall invite necessary action such as recovery / administrative action as deemed proper.
- 15) In addition the other terms and conditions as detailed in tender documents would be applicable.
- 16) In view of the notification issued by the Ministry of Heath& Family welfare, Government of India Gazette Notification no SO 1468 (E) dated 06.10.2005 and GSR 627 (E) dated 07.10.2005; it would be sole responsibility of the Rate Contract holder to comply with the applicable rules and regulations from time to time.
- 17) Any communication as regards to the Rate Contract will be done with the Rate Contract holder only.
- 18) It would be responsibility of the Rate Contract holder to submit the undertaking during currency of contract by 1st week of every month to the effect that their prices have not come down during the preceding / prevailing month.
- 19) (a) In view of GST implementation, Institute encourages the RC holder for direct business with HRF.
- (b) In the situation of non compliance of above clause no: 19(a), name & address of billing agency would be informed by the tenderer after award of Rate Contract (if required) with the following details of the billing agency:
- PAN Card
- Sale tax Registration with GST Return for preceding three years.
- Non Conviction Certification /no pending conviction certificate attested/issued by notary for preceding three years
- 20) RC holder shall be responsible for all acts of commission and omission carried out by the beneficiary/Billing agency.
- 21) All Terms & Conditions as mentioned in Tender document will also be the part of this Rate Contract.

 Please send us your acceptance duly signed and stamped on duplicate copy of this rate contract as token of your acceptance before execution of the first supply order and also submit the performance security.

 Yours faithfully.

CHAIRMAN (HRF)

1



HOSPITAL REVOLVING FUND

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HRF FORM

Annexure VII

Ref: PGI/HRF/ Suture-832/2023-24/

Dated:

To,

The Chairman (HRF)
Sanjay Gandhi P G I M S.,
Rae Bareli Road,
Lucknow

Ref: Tender Enquiry no: PGI/HRF/Suture-832/2023-24 for Suture Materials

Subject: Acceptance of Terms and Conditions of Rate Contract

Sir,

I have gone through the conditions laid down in the tender documents.

I herebyaccept the above proposed terms and conditions of the rate contract (Annexure-VI) in case of thesame is being awarded to my firm against quoted items in this tender documents.

(Authorised Signatory)

Date:

Place:

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HOSPITAL REVOLVING FUND

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HRF FORM

Annexure VIII

Ref: PGI/HRF/ Suture-832/2023-24/

Dated:

To,

The Chairman, HRF Sanjay Gandhi P G I M S. Rae Bareli Road, Lucknow

Ref: Tender Enquiry no: PGI/HRF/Suture-832/2023-24 for Suture Materials

Sir,

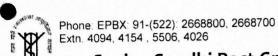
I have gone through the conditions laid down in the tender documents and I hereby offer to supply the items mentioned in Price Bid at the rates quoted therein, I hereby declare to supply the material duly paid with GST, if applicable. I agree to hold this offer open for the period of two years from the date of issuance of Rate Contract, if awarded.

(Authorised Signatory)

Name

Seal

2



HOSPITAL REVOLVING FUND

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Annexure IX

Ref: PGI/HRF/ Suture-832/2023-24/

Dated:

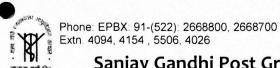
Affidavit

(Self Declaration to be submitted by the bidder duly notarized by the notary on Rs 100.00 Non-judicial Stamp paper)

This	is	to	certif	y th	at w	/e,	(Name	of	f Fir	m)	ha	ving	our	registe	red	office
at					,	ne	either has	s ne	ever	bee	n co	onvic	ted of	any c	offen	ice nor
pend	ing	any	crimin	al liti	gatio	ns,	before ar	у с	ourt	of la	w re	lated	to th	e comp	any	for last
three	e ye	ears	from	the	date	of	opening	of	the	bid	by	any	Gover	nment	or	Private
Orga	niza	tion														

Notrised by the Notary

2



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	<u>Annexure</u>
Ref: PGI/HRF/ Suture-832/2023-24/	Dated:
(Self Declaration to be submitted by the b	Affidavit bidder duly notarized by the notary on Rs 100.00 Non-judicial Stamp paper)
hereby solemnly affirm and listed/debarred/prosecuted in	having our registered office at (Address), do declare that our company has not been black the past by Central Govt./State Govt./any private ng any CBI or vigilance case is pending.
Dated:	Notarised by the Notary