

**E – TENDER FOR
ESTABLISHMENT OF ANNUAL RATE CONTRACT
FOR
SUPPLY OF HOSPITAL MEDICINES & SURGICAL ITEMS
FOR
GUJARAT ADANI INSTITUTE OF MEDICAL SCIENCES
(GAIMS)**



FY:2024-25-26

**G. K. GENERAL HOSPITAL
BHUUJ, KUTCH, GUJARAT 370001**

Contents

| | |
|--|----|
| NOTICE INVITING E – TENDER..... | 3 |
| DISCLAIMER..... | 4 |
| E – TENDER TIMELINE | 5 |
| SECTION – I NOTICE INVITING TENDER AND INSTRUCTION TO BIDDERS..... | 6 |
| SECTION – II ELIGIBILITY CRITERIA | 11 |
| SECTION – III BID SUBMISSION AND EVALUATION PROCESS..... | 12 |
| SECTION – IV GENERAL TERMS AND CONDITIONS | 16 |
| ANNEXURE – I VENDOR VERIFICATION FORM | 23 |
| ANNEXURE – II UNDERTAKING..... | 26 |
| ANNEXURE – III HIGHER PRICE / LOWER PRICE CERTIFICATE | 28 |
| ANNEXURE – IV AUTHORIZATION LETTER FORMAT | 29 |
| ANNEXURE – IV Self Declaration..... | 30 |

NOTICE INVITING E - TENDER

|  | |  | |
|--|---------------------------------------|--|--------------|
| e-Tender Notification for Gujarat Adani Institute of Medical Sciences (GAIMS) | | | |
| SN | Name of tender | e-Tender Fees (incl. GST) | EMD |
| 1 | Supply of Pharmacy and Surgical Items | INR 2,360/- | INR 50,000/- |
| <ul style="list-style-type: none">• Interested Bidders can download the tender document from https://tender.nprocure.com.• Tender documents can be viewed on www.gaims.ac.in | | | |
| | | | - GAIMS |

DISCLAIMER

This document has been prepared by Gujarat Adani Institute of Medical Sciences (GAIMS) Bhuj, KACHCH, Gujarat. The information is provided to prospective Bidders, who are interested to Bid for supply of goods / works / services as stipulated in this document. This document is neither an agreement, nor an offer or invitation to perform work of any kind to any party.

The purpose of this document is to provide interested parties with information to assist in the preparation of their Bid. While due care has been taken in the preparation of the information contained herein, and believe it to be complete and accurate, neither any of their authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, expressed or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

Further, GAIMS does not claim that the information is exhaustive. The participant is required to check the accuracy, reliability, and completeness of the information in this document regarding the present situation and future scope of services etc. for GAIMS.

GAIMS reserves the rights to accept / reject / cancel the tender partially or fully without assigning any reasons at any stage of processing. No bidder shall have any cause of action or claim against the GAIMS for rejection of his / all the tenders.

E - TENDER TIMELINE

| | |
|--|-------------------------|
| • Date of uploading of e-Tender | 16/01/2024 AT 15:00HRS |
| • Date of Pre – Bid Meeting, Google Online Click here to join the meeting | 20/01/2024 AT 11:00 HRS |
| • Last date for Online Submission of EMD, Tender Fee and Price Bid | 06/02/2024 AT 18:00HRS |
| • Last date for Physical Submission of EMD & Tender Fee and technical supporting documents | 13/02/2024 AT 18:00HRS |
| • Date of Opening of Technical Bid | 14/02/2024 AT 12:00HRS |

SECTION - I
NOTICE INVITING TENDER AND INSTRUCTION TO BIDDERS

1. Gujarat Adani Institute of Medical Sciences (GAIMS), Bhuj invites E - Tender in the prescribed form for Rate Contract for **Supply of HOSPITAL MEDICINES & SURGICAL ITEMS** for GAIMS, Bhuj.
2. **E - Tender Processing Fees:**
 - a. The E - Tender Bid shall be accompanied by **e-Tender Processing Fees of Rs. 2360/- (Rupees Two Thousand Three Hundred Sixty only)**– Non-Refundable.
 - b. E - Tender Processing Fees must be submitted along with the submission in the form of Demand Draft (DD) / Banker's Cheque drawn on a Nationalized Bank or any other bank recognized by Reserve Bank of India (RBI) payable at Bhuj, in favor of Gujarat Adani Institute of Medical Sciences (GAIMS).
 - c. Invoice and receipt against e-Tender processing fees will be provided to bidders after opening of Part-A of e-Tender.
 - d. Any physical submission without E - Tender Processing Fees is liable to be rejected.
3. **Earnest Money Deposit (EMD):**
 - a. The E - Tender Bid shall be accompanied by Earnest Money Deposit (EMD) of Rs. **50,000/- (Rupees Fifty Thousand only)**.
 - b. EMD must be submitted along with the submission in the form of Demand Draft (DD) / Banker's Cheque drawn on a Nationalized Bank or any other bank recognized by Reserve Bank of India (RBI) payable at Bhuj, in favor of Gujarat Adani Institute of Medical Sciences (GAIMS).
 - c. Any Physical submission not accompanied by the requisite EMD is liable to be rejected. It is understood that EMD will not bear any interest and shall be returned to all unsuccessful bidders within 60 days after issuing the Rate Contract to the successful bidder. The EMD will stand forfeited in the event of the bidder whose bid is accepted and fails to execute the contract when called upon to do so.
4. **Security Deposit:** - On awarding of Rate Contract, E.M.D. will be converted into Security Deposit which will be returned to the supplier at the end of the rate contract period. Security Deposit will not carry any interest for the period it is retained with the institute. In case of late supply penalty or Risk purchase the amount (Liquidated Damages LD) will be deducted from Security Deposit and if Security Deposit utilized tenderer have to pay same amount of security deposit till the duration of tender.
5. **Preparation of Bid:**

Bidder's responsibility:

 - a. The Bidder is solely responsible for the preparation and submission of bid.
 - b. The Bidder is expected to study carefully all the contents of E - Tender document as well as terms and conditions and take them fully into account before

submitting their bid. Bids which do not satisfy all the requirements, as detailed in this document, are liable to be rejected as being unresponsive.

- c. The bidder must submit the E - Tender online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- d. Alternative Proposal by Bidders: The bidders shall submit their offers that strictly comply with the requirements of the E - Tender document without any deviations regarding the specification and terms & conditions of the Bid. Bids with such deviations will be rejected.
- e. Language of Bid: The Bid and all related correspondence and documents relating to the E - Tender shall be in English language only.
- f. **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. The amount mentioned elsewhere in the bid document will also be deemed to be in Indian Rupees.

6. Pre – Bid Meeting:

- a. An **Online Pre bid meeting** will be held as per schedule given above with Committee members of GAIMS, Bhuj.
- b. Purpose of the pre-bid meeting is to answer queries / provide clarification that the Bidders may have in connection with the E - Tender and to give them relevant information regarding the same.
- c. Bidders are requested to produce the required authorization on letterhead and stamp/seal of their company at the time of pre – bid meeting, if asked. Only written queries shall be accepted from those who has participated in pre-bid meeting. No other queries shall be entertained or replied to. If prospective bidders / their authorized representatives wish to raise any queries, then they need to be present in the pre-bid meeting. GAIMS's response (including an explanation on the query but without identifying the source of the inquiry) will only be placed on the E - Tender portal @ <https://www.nprocure.com> and it will be the responsibility of the bidders to take note of the same.
- d. Technical Specifications and Eligibility Criteria for each item is bare minimum requirement of the institute decided by Technical Expert Committee of the institute.

7. Amendment to E - Tender Bid Document

- a. At any time prior to the deadline for the submission of Bids, GAIMS, may, for any reason, whether at its own initiative or in response to a clarification or query raised by prospective Bidders, suitably modify the E - Tender document by an amendment(s) / addendum(s) / corrigendum(s).
- b. The said amendment(s) / addendum(s) / corrigendum(s) shall be made available on the e-tender portal @ <https://www.nprocure.com>. The uploaded amendments shall be binding on the bidders. The Bidders are advised to regularly visit the E - Tender portal @ <https://www.nprocure.com> to ensure that they are aware of the amendment(s) / addendum(s) / corrigendum(s). These shall form a part of the BID documents.

- c. To provide prospective Bidders reasonable time for preparing their Bids after taking into account such amendment(s) / addendum(s) / corrigendum(s); GAIMS may, at its discretion, extend the deadline for the submission of Bids.
- d. The above information will only be placed on the E - Tender portal @ <https://www.nprocure.com> and it will be the responsibility of the bidders to take note of the same. No Separate advertisement will be given for amendment(s) / corrigendum(s) / addendum(s).
8. **Submission of Bids:** Bids should be submitted both in hardcopy and online as mentioned in Section III – Bid Submission and Evaluation Process.
9. The last date for Online Submission and Physical submission of completed Bids are as per schedule given above. The GAIMS may, at their discretion, extend this date, in which case all rights and obligations of the GAIMS and the Bidder shall thereafter be subjected to the new deadline as extended. If such designated date for submission of Bid is subsequently declared as a public holiday, the next official working day shall be deemed as the last date for submission of E – Tender.
10. Physical submission shall be submitted by hand or through registered post or courier service at the address mentioned in e-Tender document. GAIMS shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of said documents in time.
11. Required documents sent telegraphically or through other means of transmission, which cannot be delivered in a sealed envelope, shall be treated as defective, invalid and shall stand rejected.
- 12. Bid Due Date:**
- a. Bids should be received at the address mentioned in this document, on or before the stipulated/extended date and time as specified earlier.
- b. GAIMS may, in exceptional circumstances, and at its sole discretion, extend the last date of submission of bids.
- 13. Late Bids:** Any Bid received after the deadline prescribed for submission of Bids or extended date as the case may be, herein shall be rejected and will be returned unopened to the Bidder. No E - Tender will be accepted after the prescribed closing time for submission of the same. The delay will not be condoned for any reason whatsoever including postal/transit delay. However, if the last date of submission of E - Tender is declared as a holiday by the Government, the last date of submission of E - Tender will be extended to the next working day.
14. **Modifications/ Substitution:** No modification or substitution of the submitted Bid shall be allowed after last date of submission of bids.

15. Bidders who wish to participate in online e-tender will have to procure or should have legally valid digital certificate (appropriate class) & for details regarding signature certificate and related Training below mentioned address should be contacted.

“(n)code Solutions
A division of GNFC 301,
GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)”
Tel: +91 79 26857316 / 17 /18
Fax: +91 79 26857321
www.ncodesolutions.com.

16. The suppliers should register on the website through the "New Supplier" link provided at the home page, the registration on the site should not be taken as registration or empanelment or any other form of registration with the tendering authority, in case of NEW Supplier Registration.
17. For all queries regarding use of digital signature certificate should be addressed to personnel in M/s. (n) Code Solutions, **website: www.ncodesolutions.com**.
18. For any queries regarding the E - Tender Bid process, please contact the Commercial Department of GAIMS on phone no. 02832 246417/418 between 10:00 AM to 05:00 PM or commercial_support@gaims.ac.in on working days.
19. GAIMS reserves the right to accept / Reject / Cancel the E - Tender partially or fully without assigning any reasons at any stage of processing. No Bidder shall have any cause of action or claim against the GAIMS for rejection of his/all the E - Tender (s).
20. Canvassing, whether directly or indirectly, in connection with E - Tender is strictly prohibited and the E - Tender submitted by the Bidders who resort to any type of canvassing will be rejected.
21. **Disqualification:**
- a) Even if a Bidder meets the eligibility criteria and if the Bidder has been Blacklisted / Debarred / Deregistered / Banned / stopped from the services/put on holidays by any state / central government department, organization, undertaking in India; GAIMS at its own discretion and at any stage during the selection process or execution of the Rate Contract, disqualify the Bidder even after bids have been opened and/or work / Rate Contract awarded.
 - b) Non-Disclosure of blacklisting / debarment / deregistration / stop from the service / put on holidays will invite forfeiture / recovery of EMD or Security Deposit or Risk Purchase or disqualification for appropriate period or any other penal action at the discretion of GAIMS without any further reference.

- c) The concern / firm / company whose product has been declared as of spurious or adulterated quality and any criminal case is filed and pending in any court shall not be eligible to participate for that particular product, in the Bid. Similarly convicted firm/company shall also not be eligible to participate in the Bid.
- d) Bidder must quote the rate for IV Fluid made by F.F.S. Technology only and for Tablet and Capsule packed in stripes/foil pack only. It should not pack in loose form.

22. E - Tender will be valid for **180 days** from the date of opening of technical bid. Prior to the expiry of the original Bid Validity Period, GAIMS may, at its discretion, request Bidders to extend the Bid Validity Period for a specified additional period.

23. The Rates mentioned in the Rate Contract will be valid till the end of contract period for FY 2024-25 and 2025-26 (i.e. 31.03.20/26) from the date of starting the Rate Contract and same can be extended for a period of one more year with mutual agreement, if any.

24. The E - Tender shall be rejected if:

- a. Bidder submits conditional E – Tender.
- b. E - Tender submitted without EMD and / or E - Tender Processing Fees.
- c. EMD / E - Tender Processing Fee is not as per the requested amount and/or format in the E - Tender document.
- d. E - Tender which is incomplete or not properly sealed or with overwriting without signature & seal. The bidder is not eligible.
- e. If Price is mentioned in technical bid.
- f. Failure to abide by the various terms & conditions of the E - Tender as well as rate contract.
- g. Termination of agency agreement between the Bidder and his principal. (where Applicable)
- h. Supplies of services to GAIMS at a price higher than that to any other Central or State Government agency, Semi Government organizations, Local bodies, etc.
- i. If found guilty of furnishing wrong information.
- j. Unsatisfactory past performance of the bidder.
- k. Non-submission of e-Tender within stipulated time.
- l. Non submission of required documents as shown in General Conditions and Section-II: Eligibility Criteria.
- m. Items with changes / deviations in the specifications / standard / grade / packing /quality.
- n. Stamp paper is not as per statutory provisions.
- o. Submission of misleading / contradictory / false statement or information and fabricated / invalid documents.
- p. e-Tender not filled up properly as mentioned in the e-Tender document.
- q. Non-submission of authority letter in prescribed format for imported items.

SECTION – II
ELIGIBILITY CRITERIA

- Following is the list of documents required to be submitted by the bidder for meeting the Eligibility Criteria.
 1. Original Tender document of GAIMS duly signed and stamped on each page including amendment(s)/addendum(s)/corrigendum(s), if any.
 2. Technical Specification sheet (Downloaded from www.nprocure.com) – Duly filled, signed and stamped on each page.
 3. Turn Over Document: Chartered Accountant (CA) Certificate in original / Notarized showing year wise turnover of the manufacturing company / Firm for last three years and Average Annual turnover of Manufacturing Company / Firm for last three years should not be less than 2.5 Crores.
 4. Statutory Licenses / Certificates:
 - a. Copy of valid appropriate drug license of bidder (Supplier / Dealer / Distributor).
 - b. Bidder needs to submit the self-declaration in given format certifying that the products are from valid GMP certified manufacturing facility holding genuine statutory products permissions of each product being offered and bidder will produce the required product permissions of manufacturer based on our request.
 - c. The Manufacturer should have a valid WHO/GMP Certificate or valid Certificate of pharmaceutical product (COPP) for their products in the WHO format. Unless the date of expiry is specially mentioned in the certificate, the validity of WHO/GMP (COPP) certificate will be considered as two years from the date of issue, effect for foreign product where the tenders most affirm the date of validity. The Certificate mentioned above must include either the name of drugs or the category of drugs for which the WHO-GMP is issued.
 - d. Copy of Valid Narcotic License (If Applicable).
 - e. Copy of Valid Explosive License (If Applicable).
 - f. Copy of valid Import License for imported products (if applicable).
- Special Note:** Under no circumstance's submission of copies of renewal application / challan for expired license / certificate will be considered in lieu of valid license / certificate. Conditional license / certificate will not be accepted.
- 5. Annexure:
 - a. Annexure – I : Vendor Verification Form
 - b. Annexure – II : Undertaking from bidder
 - c. Annexure – III : Higher Price / Lower Price Certificate
 - d. Annexure – IV : Format of Authorization letter for Authorized Distributor
 - e. Annexure – V : Format of Self Declaration

Note: All photocopies must be submitted duly self-certified true copy / notarized.

SECTION - III
BID SUBMISSION AND EVALUATION PROCESS

1. Bids should be submitted both in hardcopy and online as mentioned below:
 - i. **Hardcopy Submission of the Bid:**
 - a. **E - Tender Processing Fees and Earnest Money Deposit (EMD):** The required E - Tender Processing Fees and EMD as per amount and format mentioned earlier should be submitted in hardcopy in sealed envelope super-scribed with ***E - Tender Processing Fees, EMD and Name of Bidder***. Any submission without requisite E - Tender Processing Fees and EMD is liable to be rejected.
 - b. Sealed envelope should be submitted to following address:

The Medical Superintendent
Gujarat Adani Institute of Medical Sciences (GAIMS)
G.K General Hospital
Opposite Lotus Colony, Bhuj,
Kutch, Gujarat, 370001
 - ii. **Online Submission of the Bid:**
 - a. **Technical Bid**
 - The E - Tender Bid shall be accompanied by Technical Bid Documents.
 - Following documents should be scanned and uploaded in technical bid part of the e-tender online on www.nprocure.com:
 - a) Documents as asked in Section – II: Eligibility Criteria
 - b) **No Rates are to be mentioned against the specifications or anywhere in the E - Tender Bid document.**
 - c) The Technical Specifications document of all the products (items) is uploaded in excel format online on www.nprocure.com. Bidders are requested to download an excel file of Technical specification and fill out the details in excel file. Final detailed file with required specifications should be uploaded online in technical bid part of the e tender.
 - d) If rates mentioned in the technical specification document or rates mentioned in any other form / document is found, E – tender is liable to be rejected.
 - b. Price Bid should be submitted online on E - Tender portal <https://www.nprocure.com>.
2. **Tender Bid Opening**
 - i. The bid will be opened on the date & time specified in Notice Inviting E - Tender and the bidder or his authorized representative has the liberty to remain present at that time. However, in unavoidable circumstances, GAIMS can change the date / time / venue of opening or open the bids in the absence of bidder or his authorized representative at its discretion. In case the

specified date is declared as holiday by the Government, the bid will be opened on the next working day at the same time and venue specified in the bid.

- ii. Envelope super scribed with "***E - Tender Processing Fees, EMD and Name of Bidder***" will be opened first. They will be checked for completeness and confirmation of submission of the requisite "E - Tender Processing Fees" and "EMD" as per details mentioned in Section – I. If E - Tender Processing Fees and / or EMD is not as per terms and conditions, bid is liable to be rejected and will not be considered for further stage of evaluation and technical bid will not be opened.
- iii. Thereafter online technical bid with uploaded documents will be opened of only those bidders who have submitted E - Tender Processing Fees and EMD as per tender terms and conditions.

3. Evaluation of Tender Bid:

- i. Evaluation of Technical Bids and Price Bids submitted by Bidders shall be undertaken based on details submitted therein only. Bidder shall not be allowed to submit on their own, additional information or material subsequent to the date of submission and such material / information, if submitted, will be disregarded. It is therefore essential that all details are submitted by the Bidder comprehensively, accurately and specifically in their Technical Bid and Price Bid. However, Tender Committee, if it so desires, reserves the right to seek any clarification from the Bidders on the information provided in the Technical Bid and Price Bid. The request for clarifications and the response shall be in writing only. No change / addition in the information or substance of the Bid shall be sought, offered or permitted. To assist in the examination & evaluation of Bids, Tender Committee may ask Bidders individually for required clarifications. The request for clarifications and the response shall be in writing.
- ii. If bidder do not meet with the eligibility criteria as mentioned in Section – II: Eligibility Criteria, their bid is liable to be rejected and will not be considered for further stage of evaluation that is price bid.
- iii. GAIMS reserves the right to reject any Bid if:
 - a. At any time, a material misrepresentation is made or uncovered; **or**
 - b. The Bidder does not respond within the stipulated time to requests for supplemental information/ clarifications required for the evaluation of Tender Bid; **or**
 - c. If it is found that the information provided is incomplete/incorrect or facts/ material for the evaluation have been suppressed.

4. Sample Evaluation of Item:

- i. If required by the Technical Expert Committee of the institute, bidders have to submit sample (s) (may be 2 samples or more) of their item free of cost to the Institute.

- ii. Samples will be evaluated by Technical Expert Committee of the institute by blinded evaluation, if any. If samples are not recommended by Technical Expert Committee, Item will be rejected for further evaluation i.e. Price Bid evaluation.
- iii. If sample is demanded by the Technical Expert Committee of the institute and bidder fails to submit sample of the item, that item will be rejected for further evaluation i.e. Price Bid evaluation.
- iv. If sample is demanded by the Technical Expert Committee of the institute and bidder fails to respond within stipulated time, that item will be rejected for further evaluation i.e. Price Bid evaluation.
- v. If samples are not as per the specification, the sample will be rejected for further evaluation by the Technical Expert Committee.

5. Process to be kept confidential:

- i. Except the public opening of the Bids, information relating to the examination, clarification, evaluation and comparison of Bids and recommendations concerning the award of Contract shall not be disclosed to Bidders or other persons not officially concerned with such process.
- ii. Any effort by a Bidder at any stage of e-tendering process to influence Tender Committee in the process of examination, clarification, evaluation and comparison of Bids and in decisions concerning award of Contract, shall result in the rejection of their Bid.

6. Price Bid Evaluation:

- i. The Price Bids of Bidders who are not qualifying in Technical Bid stage will not be opened.
- ii. GAIMS shall notify all the technically qualified Bidders of their qualification indicating the date, time and venue for opening of Price Bids.
- iii. Tender Committee shall open the Price Bid of the technically qualified Bidders in the presence of the Bidders/their authorized representative, who choose to attend, at the scheduled date, time and venue.
- iv. If a Bidder quotes '0' rates against each item of E -Tender, the e-tender shall be treated as invalid and rejected.
- v. For particular item, if more than one bidder have quoted same rate, then they will be asked to revise the rate for that particular item, so as to decide L1 status for that particular item.
- vi. Quoted final price i.e., Basic Rate + Applicable Taxes must not exceed Maximum Retail Price (MRP).
- vii. All the Price Bids of various items shall then be ranked in increasing order with the Bidder quoting the least amount ranked as L1, Bidder quoting next higher figure as L2 and so on. L1 will be declared as Successful Bidder and his offer will be processed further. Rate Contract will be issued to L1 bidder for the period of One year.

- viii. Evaluation of quoted price of L1 bidder will be done by GAIMS. Responsiveness of the bids will be checked for each item of the price bid.
- ix. If for any reason bid quoted by L1 bidder is rejected, L2 bidder will be considered for item quoted by L1 bidder, only if L2 bidder will agree to match the prices quoted for items by L1 bidder. If L2 bidder will not agree to match the price quoted for items by L1 bidder, the Tender Committee has right to remove items quoted by L1 bidder from this tender for rate contract and E - Tender procedure will be initiated for such item.

7. Rate Contract:

- i. This is an Item wise tender, Rate Contract will be issued to bidder who has quoted lowest rate for individual items.
- ii. The Rates mentioned in the Rate Contract will be valid till the end of contract period as given in this document and it can be extended further for a period of One year with mutual agreement, if any.

SECTION - IV
GENERAL TERMS AND CONDITIONS

1. At any time prior to the date of submission of E - tender, E - tender Inviting Authority may, for any reason, whether on their own initiatives or in response to a clarification requested by a prospective bidder, modify the condition in E - tender documents by amendment. In order to provide reasonable time to take the amendment into account in preparing their E - tender, E - tender Inviting Authority may at his/her discretion, extend the date and time for submission of E – tender.
2. Conditional E - tender is not acceptable and will be rejected.
3. Bidder should specify the 'Rate per Unit Item' specified in the E - tender Document which exclude all taxes but inclusive of charges such as packing, freight, coolie, hire, incidental charges for door delivery at the Concern Store of the GAIMS.
4. The rate should be quoted only for the unit item specified in the Price Bid. No alteration / modification is allowed in the Price Bid. If there is any alteration / modification in the Price bid the unit item will not be considered for evaluation.
5. Bidder who are not residents of Bhuj should make arrangement to supply from Bhuj Depots / Authorized Distributor / Dealer and clearly specify in the covering letter that local supply will be made. Name and address of the local Authorized Distributor or Dealer should be furnished in the E - Tender itself. (All terms and conditions will be binding to Original Manufacturing Companies or their Authorized Distributors or Dealers)
6. If bidder is eligible to claim Input Credit for tax paid by them on their purchases, bidder should pass the benefit of Input Credit to the institute while quoting the rates.
7. Representation for enhancement of rates, even after changes in foreign exchange rates defer, once accepted will not be considered during the contract period.
8. GAIMS is a PPP Model (public private partnership) which has been associated with G.K General Hospital. As part of PPP agreement, GAIMS receives support for EDL items being supplied by GMSCL, Gandhinagar and in that case GAIMS may not operate that individual items from ARC, which bidder to take a note.
9. The downward revision of the price in the market must be communicated to the GAIMS immediately with appropriate documentation by Bidder and Rate Contract for that item will be revised to new reduced rates. In the same way any price rise due to increase in government levies / taxes will be applicable only after approval by the GAIMS after producing appropriate documentation by Bidder.
10. During validity of e-tender if the statutory authority changes the prevailing rate of taxes, the difference of rate of taxes will be given to / recovered from the respective bidder.
11. Rates mentioned in the Rate Contract will be valid for TWO Year. However, the Director, GAIMS, reserves the right to terminate the contract by giving one-month notice at any time at any stage and without assigning any reason.

12. GAIMS will have the right to extend the period of this contract for another six months or more beyond the stipulated period if necessary, and it will be binding on the bidder and manufacturer to supply the item at the same rate, terms and conditions as mentioned therein, during the extended period also. However, the extension for a period of more than six months can be granted on mutually agreed by both parties.
13. The bidder who quotes other than listed item will not be considered.
14. In the event of breakages or loss of stores during transit against requisition order the said quantity will have to be replaced by the tender holder. The purchaser will not pay separately for transit insurance and the supplier will be solely responsible for the stores. In the event of breakages or loss of stores during transit it should be informed to the supplier as soon as stores received but not later than 15 days from the date of arrival of stores at destinations
15. **DELIVERY PERIOD:**
- Delivery of the item should be made within **11 working days** from the date of purchase order, but in emergency the delivery period may be reduced up to **5 working days** and bidder is bound to supply the item within DOD (Date of Delivery) period. Such Purchase Orders shall be stamped "**Emergency**" to distinguish them from routine orders.
 - In special cases, delivery period may be reduced to 24 hours for continuity of patient care and smooth functioning of the hospital.**
 - In case the bidder do not supply within the **14 working days or 5 working days** in case of emergency, institute may purchase the item from L2 or any other source and the difference incurred to the institute will be recovered from the security deposit of the bidder or any other dues of the bidder.
 - Acceptance of item after delivery period will be at discretion of The GAIMS.
 - The delivery of the item will have to be made to the Concern Store of GAIMS between 9.00 am to 5.00 pm on working days.
16. **Payment Terms:**
- Payment will be made **after 30 days** of invoice and after receipt of ordered item which should be found acceptable to the institute. However, the Institute shall not incur any liability to pay interest on bills, payment of which is delayed for any reason.
 - The bills are to be prepared in triplicate (mentioning original, duplicate and triplicate) on the name of "**Gujarat Adani Institute of Medical Sciences**"
 - The Bills should be prepared with GST number and HSN code for each item.
 - Items quoted should be excluding of GST and other taxes, upon Considering benefit of Input Tax Credit Passed by the bidder to the institute in case of reduction in rate of tax on supply of goods or services due to GST effect (if any), as per Section 171 of CGST Act, 2017.
17. Material shall not be accepted without Delivery Challan and/or Invoice, Docket Receipt & E-way bill in case of Invoice value more than INR 50,000/-. Your invoice must have our PO Number mentioned.

18. All questions, disputes of differences arising out of and / or in connection with the contract, if concluded shall be subjected to the exclusive jurisdiction of the court at the place under which the acceptance of E - Tender Bid issued and situated i.e. Bhuj only and as per the prevailing Law of India and of Gujarat and in English language only.

19. In case of any dispute whatsoever the decision of The Tender Committee, GAIMS will be final and binding to bidders.

20. The bidder shall not sublet the contract in full or any part.

21. LD (Late Delivery) Penalty Clause:

- a. Delivery schedule is essence of this contract. Bidder has to deliver the item within the time limit stipulated in Purchase Order.
- b. Unless the penalty is waived by the Institute, Bidder shall have to pay the penalty (with applicable GST thereon) of **minimum 1% of the purchase order value per week and maximum up to 5% of the purchase order value** will be recovered from the security deposit of the bidder / any pending payments.
- c. In addition, institute may purchase the item from L2 or any other source and the difference incurred to the institute will be recovered from the security deposit of the bidder. If the security deposit is less, then institute will recover the remaining amount from the original manufacturing company or its authorized distributor or dealer.
- d. On event of failure to supply within delivery period the supplies shall be allowed with 5 % of penalty for undelivered quantity of stores, in the case the delivery of stores is not affected within the delivery period.

22. Penalty Clause:

Following are the conditions on which penalty (with applicable GST thereon) would be imposed by the institute to the bidder. However, penalty may be imposed on any other violation / breach or contravention of any of the terms and conditions of the tender. In case of penalty, decision of Tender Committee of the Institute will be final and binding to the bidder.

- i. **Irregular Supply:** The successful bidders have to supply uninterruptedly the ordered item as per terms and conditions mentioned in Purchase Order. If bidder is not able to supply item uninterruptedly then bidder has to supply equivalent Brand of item with necessary quality certification as specified therein at the same negotiated price of E - Tender with same terms and conditions.
- ii. **Poor quality of item:** Supply of item which is not as per specifications, packing, quality, etc. defective or unsuitable for clinical use.
- iii. **Damaged or Defective item:** In the event of any shortage / breakage / damage / defect (noncompliance with specifications of GAIMS) of item being noticed in the sealed containers / boxes etc. even after release of the payment, the supplier will be bound to make good such difference noticed on intimation within 30 days. Item if found damaged, substandard, expired, with short expiry period and found to be decayed / infected / spoiled before the date of expiry,

- will have to be taken back and replace entire quantity of the relevant order by new item at the cost and risk of the supplier within a period of one week or will have to issue the credit note.
- iv. **Cessation of Manufacturing of item:** If original manufacturing company stop manufacturing.
- v. **Improper Labelling:** Each packing shall confirm to the labelling provisions of the Drugs and Cosmetics Act, 1940 and rules there under.
- vi. **Discrepancy of Supply and Approved Sample:** The supplies, during the validity of the contract will be strictly as per the samples provided by the bidder and approved by the Technical Expert Committee of GAIMS. If the supply during the validity of contract is substandard and does not match with the approved sample by Technical Expert Committee of GAIMS, the bidder will be subjected to penalty or the rate contract of that item is liable to be cancelled.
- vii. **RISK PURCHASE CLAUSE :** if the tenderer/supplier fail to supply the goods as within delivery period as given in this tender / PO and the grace period of 5 weeks the order will be cancelled straight away with or without any notice and order will be placed to the firm which will supply the material as ready stock or from open market and difference of rate or 10% (ten percent) of the value of earlier order whichever is higher will be deducted from their Security Deposit along with late delivery i.e. 1% (one) percent per week up to 5 week penalty will be recovered from the bill/security deposit up-to 10%, wherever applicable.
- viii. **Breach of Cold Chain Maintenance:** The bidder should ensure the maintenance of proper cold chain till delivery F.O.R. at GAIMS concern store. Any damage due to breach of cold chain maintenance during the transit will be the responsibility of original manufacturing company or its authorized distributor or dealer.
- Institute reserves the right to impose the penalty as detailed below with right to the above non – compliance as mentioned at (i) to (viii);
- a. Penalty up to 5% of the purchase order value may be imposed as decided by the Tender Committee of the Institute.
- b. Institute may purchase the item from L2 or any other sources and the difference incurred to the institute will be recovered from the security deposit of the bidder. If the security deposit is less then institute will recover the remaining amount from the original manufacturing company or its authorized distributor or dealer.
- c. Cancellation of the supply order in part or in whole.
- d. Forfeiture or adjustment of Security Deposit in whole or to the extent necessary as considered fit by the Institute.
- e. Bidder may be debarred from participating in future tenders of the institute.
- 23.** Whenever under this contract any sum of money is recoverable from the Bidder and payable by the bidder to the Institute, Institute shall be entitled to

recover such sum by appropriating in part or whole the pending bills and / or Security Deposit of the Bidder, if a security deposit / Pending bills being insufficient or if no security has been taken from bidder, then the balance of the total sum recoverable as the case may be deducted from the sum due to the bidder under this or any other contract (with GAIMS) and remaining balance due will be recovered as arrears of 'Land Revenue Dues' under provision of relevant act.

- 24. LIFE PERIOD:** The bidder should not supply less than six months life from the date of receipts of goods in GAIMS. Any item having expiry date less than 6 months will not be accepted. Material manufactured with less than six months shelf life will be accepted only after due certification by the bidder and at the discretion of GAIMS. Loss or premature deterioration due to biological and / or other factors shall be replaced by the Bidder free of cost.
- 25.** The E.M.D. shall liable to be forfeited in the following circumstances when the: E - Tender Bid is rejected due to failure to furnish the requisite documents in the proper format or giving any misleading statement or submission of false affidavit or fabricated documents.
- 26.** The Contract can also be terminated at any stage without assigning any reason by the Director, GAIMS in the following circumstances:
- i. Information obtained from other sources regarding prosecution under any of the tax laws or the FDA act on bidder.
 - ii. Supplies of goods to GAIMS at a price higher than that to any other Central or State Government agency, Semi Government organizations, Local bodies etc.
 - iii. In case if item is recalled / withdrawn by issuing authority.
- 27.** The Tender Committee reserves the right to reject the E - Tender in whole or in part at any stage without assigning any reason and the decision of the Tender Committee of GAIMS will be binding to the bidders. The bidder will not be entitled for any compensation whatsoever, in respect of such cancellation.
- 28.** The Institute reserves the right to order the item as per requirement.
- 29.** Each item quoted for in the schedule will be considered as a separate and distinct quoted bid in itself and rates for each item should be quoted separately.
- 30.** Each page submitted against this E - Tender should be serially numbered & signed with company seal of the bidder except the demand draft for EMD.
- 31.** For any item, if required by the institute, free demonstration and / or training should be arranged at the institute by bidder at their own cost.
- 32.** Bidder has to give further guarantee that quoted products (items) shall be made available as and when required.
- 33.** The bidder should read this document very carefully and comply with the instructions / terms / conditions therein positively. Any bidder who does not confirm with the instructions / terms / conditions contained therein is liable to be rejected without any reference.
- 34. Force Majeure:** Neither the bidder nor the purchaser shall be considered to be in default in the performance of their obligations, if such performance is prevented or delayed for any causes beyond the reasonable control of the bidder such as riots,

- wars, sabotage, epidemics, fire, flood, earthquake or because of any law and order, proclamation, regulation or ordinance of any Government or because of an act of God.
- 35.** GAIMS will not issue any document such as 'C', 'P' or 'D' form / import license / any other Document.
 - 36.** The E - Tender Inviting Authority, GAIMS does not pledge itself to accept the lowest or any E - Tender and also reserves the right to accept the whole or any part of the E - Tender against any item at his discretion. The E - Tender will be accepted if E - Tender Inviting Authority, GAIMS is fully satisfied about the samples, production, sale, quoted price, technical details, and utility of item and past performance of bidder.
 - 37.** The turnover should be as per bid conditions. Do not submit Bid if the turnover of the firm is less.
 - 38.** Highlight the quoted items in the documents like Product Permission and Market Standing Certificate, and also mark the item code no. at appropriate place in the documents.
 - 39.** The submitted product permission and other documents should be authentic. Date of issue of the documents should be clearly visible.
 - 40.** The Bidder must satisfy that they are in possession of the requisite permissions / licenses / permits required for the manufacture / supply / sale / distribution of the items as per the specifications for which the offer is made. Failure to enter into contract if selected or to execute the purchase orders after entering into contract for want of permission / license or due to non-supply of certificates / documents will be viewed seriously and will invite forfeiture of E.M.D. / risk purchase / disqualification for appropriate period without any further reference.
 - 41.** Documentary evidence for the constitution of the firm such as memorandum and articles of association, partnership deed etc. with details of name, address, telephone / fax no, e-mail address of the firm and of the Managing Director/ Partners / Proprietor to be provided with the tender.
 - 42.** For all items which covered under the definition of Drugs, for all procedures of e-tender and finalizing the e-tender, the provision of Drugs and Cosmetics Act, 1940 and Rules there under shall be applicable and considered final.
 - 43.** Quantity shown in commercial bid of e-Tender is approximate tentative requirement of the item. It may increase or decrease. The rates should not vary with the quantum of requirement. The bidder must supply the quantity as ordered by GAIMS during the period of Rate Contract.
 - 44.** If the authorized distributorship or dealership is discontinued by the original manufacturing company during the rate contract period then original manufacturing company is responsible to supply all item with same rates as finalized in Rate Contract of the institute as per the terms & conditions of E - Tender. If the original manufacturing company fails to supply all the item as per terms and conditions of E - Tender, institute may purchase the item from L2 or any other original manufacturing company or its authorized distributor or dealer and the difference incurred to the institute will be recovered from the security deposit

of the bidder. If the security deposit is less, then institute will recover the remaining amount from the original manufacturing company or its authorized distributor or dealer.

- 45.** If the new authorized distributor or dealer is appointed by original manufacturing company, the new authorized distributor or dealer should supply all item with same rates as finalized in the Rate Contract of the institute as per the terms & conditions of E - Tender. If the new authorized distributor or dealer fails to supply all item as per terms and conditions of E - Tender, the original manufacturing company is responsible to supply all item with same rates as finalized in the Rate Contract of the institute as per the terms & conditions of E - Tender. If the original manufacturing company fails to supply all the item as per terms and conditions of E - Tender, institute may purchase the item from L2 or any other original manufacturing company or its authorized distributor or dealer and the difference incurred to the institute will be recovered from the security deposit of the bidder. If the security deposit is less, then institute will recover the remaining amount from the original manufacturing company or its authorized distributor or dealer.
- 46.** If the authorized distributorship or dealership is discontinued by the original manufacturing company then Security Deposit will be returned to bidder only after the manufacturing company or the new authorized distributor or dealer deposits to GAIMS, the amount equal to security deposit of the previous authorized distributor or dealer. The new authorized distributor or dealer appointed by original manufacturing company should supply all item with same rates as finalized in the Rate Contract of the institute as per the terms & conditions of E - Tender.
- 47.** The bidder has to submit a copy of the standard quality test report of the batches supplied whenever ask for.

ANNEXURE - I
VENDOR VERIFICATION FORM

| | |
|--|--|
| For office use only... | |
| Requester Name (from Adani group) | |
| Employee ID | |
| Ext. No. / Mobile No. | |

To,
E-Payment Cell
Adani Group.

Sub: E-Payments for vendor payments

Vendor code: _____

Company Code: _____

Bank Details:

1. Title of Account in the Bank
(Name in which the account is held with the bank) : _____
- Account Type
2. (Please mention here whether account is savings or current or cash credit or any other) : _____
3. Bank account number : _____
4. Name of the Bank : _____
5. Bank Branch Name : _____
6. Bank City : _____
7. Bank Contact Person's name
(Please mention here at least name of 2 persons) : _____
8. Bank Tele Number with STD code : _____
9. Bank Branch MICR Code : _____
10. Bank Branch IFSC Code : _____

Name & Signature of Vendor
Stamp of Vendor

Name & Signature of Banker
Stamp of Banker

Vendor Details:

1. Name of Vendor / company : _____
2. Name of Contact Person : _____
3. Designation of Contact Person : _____
4. Address : _____

5. Phone Number (Land Line with STD Code) : _____
6. Phone Number (Mobile) : _____
7. E – Mail Address : _____
8. Permanent Account Number (PAN) : _____
9. Goods and Service Tax (GST) Reg. No. : _____
10. Website (If any) : _____

Name & Signature of Vendor
Stamp of Vendor

Note:

Please attach self-certified photocopies of following documents with this vendor verification form:

- 1. PAN Card**
- 2. GST Reg. No.**
- 3. Cancelled Cheque**
- 4. MSME Declaration**

CONFIRMATION ON APPLICABILITY OF "MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2006 (MSMED ACT 2006)

I / We hereby confirm the following.

1. Our organization is registered under the MSMED Act 2006 :

Yes []

No []

(Please put a tick in the appropriate box)

2. If Yes, That the certificate so obtained is valid as on today's date:

Yes []

No []

(Please put a tick in the appropriate box)

3. If the answer to Q 1 is yes, kindly provide the following additional information:
Our organization falls under the definition of:

a. Micro Enterprise - []

b. Small Enterprise - []

c. Medium Enterprise - []

(Please put a tick in the appropriate box)

Self-attested copy of valid registration certificate / Valid Document [indicating registration no.] of being a Micro/ Small/ Medium Enterprises is enclosed.

MSMED Registration No:

Certificate Issued Date:

I / We hereby undertake that in case in future there is any change to the above facts, the same shall be intimated to Gujarat Adani Institute of Medical Sciences, Bhuj including its subsidiaries on mail ID: commercial_support@gaims.ac.in & accounts@gaims.ac.in

I / We hereby confirm that we comply with the investment criteria required for Micro, Small, Medium enterprise under the MSMED Act 2006.

Place:

Date:

Name:

Signature of Authorized Signatory:

Designation:

Name of Organization with Seal:

CIN Number:

PAN Number:

ANNEXURE - II
UNDERTAKING

(To be typed on letterhead and submitted as under with signature & stamp of Bidder)

Name of e-Tender: _____

E-Tender ID: _____

I/We _____ Aged ___ years residing at _____ in capacity of _____ for
M/s. _____ hereby solemnly affirm that:

1. All Terms & Conditions laid down on all the pages of the e-Tender document, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.
2. All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.
3. It is clearly and distinctly understood by me that the e-Tender is liable to be rejected if on scrutiny at any time, any of the required Certificates / Permissions / Documents / Permits / Affidavits is / are found to be invalid / wrong / incorrect / misleading / fabricated / expired or having any defect.
4. I / We further undertake to produce on demand the original Certificate / Permission / Documents / Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.
5. I / We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed proforma may result in to rejection of the tender.
6. I / We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequence thereof, in case any information provided by us are found to be false or incorrect, Institute has right to reject our bid at any stage including forfeiture of our EMD / Security Deposit /cancel the award of contract as well as Institute reserves the right to take legal action on me/us.
7. I / We have physically signed & stamped all the above documents along with copy of e-Tender documents.
8. I / We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.
9. I / We hereby commit that we have paid all outstanding amount of statutory dues / taxes / cess / charges / fees with interest and penalty.

10. In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.
11. The rates quoted against each item are exclusive of all taxes but inclusive of charges such as packing, freight, coolie, hire, incidental charges for door delivery at the Concern Store of the GAIMS. We have clearly understood about the ARC period with successful bidder is 2 years and it can be further extended with mutual consent, if any as given in this tender.
12. I / We also verify that I / We have not been Blacklisted / Debarred / Deregistered / Banned / stopped from the services / put on holidays in the tender by Government / autonomous institution, hospital or body in India / Gujarat for an item which is being quoted here by me/us in this tender or for participating in bid altogether.
13. There is no vigilance / CBI case or court case pending against me / our firm or any of the partners/ directors of the firm.
14. Whatever stated above is true and correct to the best of my knowledge and belief.

Thanking You,

Date:

Place:

(Signature & Stamp of Bidder)

ANNEXURE – III
HIGHER PRICE / LOWER PRICE CERTIFICATE

(To be typed on letterhead and submitted as under with signature & stamp of Bidder)

1. I / We _____ hereby certify that the prices quoted by us in the e- Tender Bid enquiry # _____ are not higher than the prices:
 - a. Charged by us to wholesalers or for institutional supplies
 - b. Allowed under DPCO for wholesale / institutional supplies (if applicable)
2. I / We further certify that I / We have not supplied or quoted for any item in e- Tender Bid enquiry # _____ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the period of 180 days preceding the last date of submission of the e-Tender Bid.
3. I / We further certify that I / We have not supplied or quoted for any item in e- Tender Bid enquiry # _____ at prices lower than those quoted for the relevant items to any Government / Semi Government / Public / Charitable Trust Organization / Institution within the validity of the offer / rate contract.
4. I/We also undertake to bring to the attention of the Director, GAIMS any incidence of breach of any of the above paras within 30 days from the occurrence of the breach and further undertake to refund / reimburse the difference which may arise due to breach of any of the above paras and I/We also understand that the decision of the Director, GAIMS regards to the determination of quantum payable shall be final.

Date: (Signature & Stamp of Authorized Signatory)

ANNEXURE - IV
AUTHORIZATION LETTER FORMAT

(To be typed on manufacturing company's letterhead and submitted as under with
signature and stamp)

I / We _____ hereby declare that,

1. M/s. _____ is authorized distributor for our item in India from date ____ and they are authorized to quote and follow up on our behalf and the said agreement is valid in force as on date.
2. I / We undertake to supply the quoted item submitted by M/s. _____ on our behalf in respect of e-Tender Bid Enquiry # _____

| Sr. No. | Item No. | Name of Item |
|---------|----------|--------------|
| | | |

3. I / We have read all the terms and conditions of the e-Tender Bid and the same are irrevocably binding upon us till the expiry of the contract signed and executed on our behalf.
4. I / We shall notify GAIMS immediately if there is any change in the agreement between M/s. _____ and me / us regarding authorized distributorship of our item and further undertake to supply the item quoted by the distributor on my / our behalf at the rates quoted in the e-Tender Bid in case of such a change of agreement.
5. This authority is applicable only for e-Tender Bid enquiry # _____.

Date: (Signature & Stamp of Authorized Signatory)

ANNEXURE - IV
Self Declaration

(To be typed on Bidder company's letterhead and submitted as under with signature and stamp)

I / We _____ hereby declare that, the products are from valid GMP certified manufacturing facility holding genuine statutory products Permissions of each products.

We will submit the required documents for L1 products against Tender # _____, Post opening of commercial bid.

I understand that if I fail to submit the required documents by given timeline. I will have no right to L1 Product and GAIMS is liable to cancel the offered Bid / ARC for the particular product.

Date:

(Signature & Stamp of Authorized Signatory)