

BID DOCUMENT

(e - Procurement)

**Rate Contract for Different Types of Cover all (PPE Items)
Trauma Centre, IMS, BHU, Varanasi**

Issued On:

20.07.2020

**OFFICE OF THE PROFESSOR IN-CHARGE,
TRAUMA CENTRE, INSTITUTE OF MEDICAL SCIENCES
BANARAS HINDU UNIVERSITY
VARANASI-221005, INDIA**

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Tender document containing detailed guidelines is enclosed. Vendors should read the Tender Document carefully before submitting their offers.

**SECTION I: NOTICE INVITING TENDERS (NIT)
(GENERAL TERMS & CONDITIONS)**

Online tenders, in two-bid system, are invited from reputed manufacturer or loan licensee or importer for supply of Medicine and consumables with related terms and conditions. Bids should be valid for a minimum period of 180 days from the date of opening of technical bid for the purpose of bid evaluation / finalization of rate contract. As this is rate contract tender, after finalization of the rate contract, the approved rates shall be valid for a period of 2(Two) years from the date of approval of the rate contract.

1. Bidders can download the bid document from Central Public Procurement Portal website at www.eprocure.gov.in and www.bhu.ac.in Vendors are required to submit the bid online by scanning and uploading all the relevant documents through www.eprocure.gov.in
2. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
3. The bidders are advised to submit the bids through online e-tendering system to the Tender inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders
4. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
5. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
6. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
7. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.

Bids will only be accepted from those bidders who are authorized to quote for that specific category.

1. 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.
2. 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 the bid.
3. Bidder shall submit duly filled, signed & stamped annexures as per the format provided.
4. The Bidder should submit the self attested copies of i.e USFDA/WHO-GMP/CEE etc. Manufacturing certificate or provide evidence of supply of surgical/medical consumables if they export/supply the tendered product to countries including in the 'very high human development'
5. The Vendor will be Indian manufacture for the rate contract and also for the supply of items. The agents/ Distributors will not be allowed to participate and also will not be allowed to supply the items. However, the manufacturer can give authority to its authorized agent or distributor for raising the bills and collecting the payments on behalf of manufacturer.

6. The manufacturer should have a) WHO, Good Manufacturing Certificate (G.M.P.), b) Own License to manufacturer, c) The certificate from state FDA, stating that the manufacturer has WHO, GMP certificate, Own License and have not been prosecuted.

7. Calling of Tender and Finalization of Rate Contract- Item-wise Rate contract valid for one year will be finalized and will be published in a small book format and all the purchasers will be instructed to follow this contract and purchase items as per their need over a period of one year. If the new contract is not finalized before the expiry of the old rate contract, the old contract would be extended for maximum period of One Year.

9. **Matching the lowest rates-** Once the item-wise lowest rates are finalized; all the bidders who have quoted rates higher than the lowest rate will be called to match the L1 rates. Those who agree to supply these items in the failure of supply from the lowest bidder will be called and agreement will be signed with them as an alternate source in case the lowest bidder fails to supply, so that there is always a standby supplier at the lowest approved rate

10. Monitoring of supply & Supplier's performance –There will be a committee for monitoring the quality of supplied items and supplier's performance.

In case of items coming under drugs, the bidder shall be either a **manufacturer or loan licensee or importer** (having valid import license and product registration certificate issued by the Drugs Controller General of India). In case of non drug items, the bidder shall be either a manufacturer or importer.

a) In case of manufacturer or loan licensee (in case of items coming under drugs), it shall have a **valid manufacturing drug license or valid renewal drug license with list of items endorsed** for manufacturing issued by the State Licensing Authority / Central Licensing Approving Authority (wherever applicable). If the validity of drug license expires on the date of bid opening, validity certificate / renewal application acknowledgement certificate in lieu of valid manufacturing license / renewal license **from licensing authority** will have to be submitted. In case of manufacturer (for non-drug items), it shall have a manufacturing license from the relevant authority.

Note: Valid certificate mean the certificates should be valid on the date of opening of technical bid.

1. **“For BHU Hospital supply only”** should be mentioned on the supplied items duly (Printed/Indelible Stamped).
2. Efforts have been made to avoid duplication in the list of items tendered. However, in case of any identical/similar products/items tendered in duplicate intentionally or unintentionally, the University reserves the right to club the technical/price bids for comparison and finalization of Rate Contract.
3. Any plea for clerical/typographical error etc. would not be accepted.

Earnest Money Deposit:

1. Earnest Money Deposit (EMD) of **Rs. 2,00,000/- (Rupees Two Lacs only)** for **Consumable items** in the form of, Fixed deposit or Demand draft, drawn in favour of **Registrar, Banaras Hindu University, Varanasi** or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un priced Bid), within the period of tender online submission date and time and the original (hard copy) should be sent to Office of Professor In-charge, Trauma Centre, IMS, Banaras Hindu University, Varanasi – 221 005 within the stipulated date and time. The Firm who are registered with National Small Industries Corporation (NSIC) / MSME OR Small Scale Industries (SSI) are exempted to submit the Tender Fee / EMD (Copy of registration must be provide along with technical bid).
2. In the event of the date being declared as a holiday for the office, the due date for submission of hard copy of bids and opening of bids will be the next working day.

3. Bidders are required to upload the scanned documents as per check list like VAT/Sales tax / GST registration, PAN Card, valid document regarding registration of the firm along with the bid. The bidders should submit self attested copies of the Income Tax return for the last three financial year (i.e. 2017-18, 2018-19 & 2019-20).
4. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD /Tender fee /Affidavits, etc uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on the www.eprocure.gov.in which can be seen by all bidders who participated in the tender.
5. The bidders should download the **BoQ.xls** from Central Procurement Portal and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in.xls format**. The Central Public Procurement Portal (www.eprocure.gov.in) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template. In addition to that optional items viz.: buy-back offer, cost of consumables, accessories, after sale service after warranty period etc. should be quoted in separate sheet and attach as PDF file in Financial cover.
6. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee and the result will be displayed on the www.eprocure.gov.in which can be seen by all bidders who have participated in the tender.
7. The bidder must indicate the rate/quantum of Excise Duty applicable and payable by them irrespective of the fact whether the quoted prices are inclusive or exclusive of Excise Duty. They should also indicate their Excise Duty Registration. BHU is eligible excise duty exemption vide notification no. 10/97-Central Excise dated: 01.03.1997 and concessional custom duty vide notification no. 51/96-Custom dated 23.07.1996. Such certificated can be issued only if the offer mentions about such levies.
8. In the case of Small Scale Industrial Units, they should indicate the rates of Excise Duty in various turnover slabs. If a bidder states that the Excise Duty is NIL, he must intimate the basis for the same and also

confirm that no Excise Duty will be charged by him under any circumstances. If a bidder states that the Excise Duty is not applicable at present but will be charged extra if it becomes applicable later on, their offer will be loaded with the normal rate of Excise Duty for the equitable comparison of prices. If however, the bidder confirms that they shall not charge any Excise Duty even if it becomes payable at a later date for whatever reasons, no loading of Excise Duty in such a case will be done. In case no information about excise duty is given, it will be taken as inclusive.

9. Bidder should indicate that the prices quoted are exclusive of tax. They should indicate the rate(s) of CST/VAT/GST. In case, they are exempted from payment of sales tax, a copy of the Exemption Certificate issued by the appropriate authority may be furnished. The bidders are advised to note that in case bidders indicate higher Applicable VAT/GST Rates in their offer compared to what is actually payable but they deposit VAT/GST with Tax authority at the rate at which it is actually payable and thus misappropriating the money collected on account of VAT/GST charged from government supplies, necessary administrative actions such as deregistration, suspension of business dealing and/or banning of business dealing, in addition to recovery against the firm may be taken.
10. However, after implementation of Goods and Service Tax Act (GST) statutory taxes will be imposed as per provisions / notifications to this effect.
11. Bidders should enclose Drug manufacturing license, Certificate of BIS,IEC, ISO, US FDA, European CE wherever applicable
12. Cartel Formation and Quoting Prices in Pool – Bidders may note that Offers of such firms who resort to unethical practice of cartel formation and quote prices in a pool shall be rejected and their offers shall also not be considered for award of RC for the next two years.
13. **The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not supplying the same item at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year, as per “FALL CLAUSE” adhered by DGS & D and other Government agencies. Further, If at any time during the currency of Rate Contract period, the firm reduces the sales price or offers to sell such stores to any person (s) /organization (s) / body etc including the purchaser or any Department of Central Government or any Department of State Government or any statutory undertaking of the Central or a State Government as the case may be, at a price lower than the price chargeable under the contract, it shall forthwith inform such reduction to the Joint Registrar – Purchase and the price payable under the contract for stores supplied after the date of coming into force of such reduction or sale or offer to sale shall stand correspondingly reduced. However, if it is discovered later on that the firm failed to inform the University about the reduction in the sale price and continues to charge higher rates, *is liable to be deducted from E.M.D. Furthermore, such firm is liable to be debarred from doing any business with the University in future.***
14. The firm has to give an Undertaking that there is no vigilance/CBI /FEMA case pending against the firm/supplier.
15. At any time prior to the date of submission of bid, Registrar, BHU, may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment. All prospective bidders who have received the bidding document will be notified of the amendment in writing and the amendment shall be binding on them. In order to provide reasonable time to take the amendment into account in preparing the bid, Registrar, BHU, may at his discretion, extend the date and time for submission of bids.
16. The tendered rates and the validity of bids shall be for a minimum period of one years from the date of award. It may also be noted that the Rate Contract would be concluded on a fixed Price basis which would

be valid for the entire duration of the Rate Contract without any firm commitment on the University's part for assuring any minimum quantity of business. Purchase order will be placed on demand from the users as per their actual need.

18. Payments shall be made after execution of the order and supply of goods in satisfactory condition on bill basis.
19. If the supplies received do not conform to the description and quality as contained in the catalogue or have deteriorated, in that case the decision of the University shall be final and binding. On such rejection the goods will be replaced by the firm at its own cost.

If the terms of the quotation etc. are vague, incomplete, contradictory and confusing, the offer will summarily be rejected without any information.

In case of sub-standard supply / non-execution of supply of ordered goods within the stipulated time, the University reserves the right to impose penalty on the concerned firm.

20. In case any of item(s) are on the current running Rate Contract lists with DGS&D/GeM/ESIC, please quote DGS&D/GeM/ESIC rate with DGS&D/GeM/ESIC Rate Contract reference(s) and also submit a copy of the relevant DGS&D/GeM / ESIC R/C along with quotations.
21. Printed conditions of tender including there on to reserve or otherwise sent alongwith the tender, if any shall not be binding upon us.
22. The Bidders are advised to submit the along with other desired enclosures necessarily to ensure and undertake the after sale services.
23. BHU reserves the right to conclude more than one rate contract for the same item and has the option to renegotiate the prices with the Rate Contract holder.
24. BHU reserves all rights to make any changes in terms and conditions of the tender and also to reject any or all bids without assigning any reason thereof.
27. The Vice Chancellor, B.H.U. or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

Fall Clause:

Fall Clause is a prices safety mechanism. The fall clause provides that if the Rate Contract holder reduces its price or sells or even offers to sell the contract goods of identical specification and terms & conditions to that of the Rate Contract/Purchase Orders, at a price lower than the Rate Contract/ Purchase Order Price, To any Person or organization during the currency of the Rate Contract, the rate Contract price will be automatically reduced with effect from that date for all the subsequent supplies under the Rate Contract/ Purchase orders and the Rate Contract/Purchase orders amended accordingly.

Minor Infirmary/ Irregularity/ Non- Conformity:

If during the evaluation, the purchaser finds any minor informality and/or irregularity and or non-conformity in a bid, the purchaser will convey its observation on such 'minor' issues, which has not price implication, to the bidders by online, asking the bidder to respond by a specified date, if the bidder does not reply by the specification date or gives evasive reply without clarifying the point at issue in clear terms, that bid will be liable to be ignored.

Penalty Clause:

(a) Non-execution of supply order or substandard products - For the reasons of failure to supply partially or completely within 30 days or substandard products 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 Purchase order which will not be supplied during stipulated time period of 30 days should be treated as cancelled. In addition to this Liquidated Damages @ 1% per week will be levied, if supply made after expiry of delivery period subject to maximum 10% of the total value of goods/contract value, except in the case of Force Majeure reasons. Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.

(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.

1. 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 BHU.

2. 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 Vice-Chancellor, BHU for arbitration whose decision shall be the final binding on the contracting parties.

3. Laws governing the contract:

(i) This contract shall be governed by the laws of Central Government /Uttar Pradesh, India

(ii) The Courts of Varanasi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

(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, 1897 as 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.

Force Majeure:

1. Notwithstanding the provisions contained in above classes of GCC, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the Rate Contract/Purchase Orders is the result of an event of Force Majeure.
2. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non— performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management and freight embargoes.

3. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within twenty one days of occurrence of such event. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the Rate Contract/ Purchase Orders as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
4. If the performance in whole or in part or any obligation under this Rate Contract /Purchase Orders is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the rate contract/Purchase Orders without any financial repercussion on either side.
5. In case due to a Force Majeure event the Purchaser is unable to fulfill its contractual commitment and responsibility, the Purchaser will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

For any clarification and further details contact Telephone No: 0542 -2366187 or contact in person during office hours.

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. Self declaration by the bidder that the uploaded tender documents are true and correct as per (Annexure-III)
- IV. Self-Declaration about lowest rate & passing on the Downward rate revision (Annexure- IV)
- V. Terms & Conditions of proposed Rate Contract (Annexure V) duly signed and stamped
- VI. Acceptance of Terms and Conditions of tender documents and certification that the supplied items should be GST paid if applicable (Annexure – VI)
- VII. Self attested documentary evidence to establish the status of the bidder. (Annexure – VII)
- VIII. Non-conviction / No pending conviction certificate for preceding three years 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 .
- IX. Self attested copies of valid manufacturing/marketing/import license of the company.
- X. Bidders (manufacturer/importer) shall have a minimum turnover of Rs.1 Crores or more in each of the years. The proof of turnover should be certified by the Chartered accountant & supported by Self attested copies of audited balance sheet and Profit & Loss Account for Financial Year 2017- 18, 2018-19 & 2019-20.
- XI. Self attested copy of Registration Certificate of the bidding company.
- XII. The firm should submit the self attested copies of Quality Certification i.e. SFDA/WHOGMP/CEE/COPP/EN/FDA etc. if any.
- XIII. Self attested copy of the PAN Card
- XIV. Self attested copy of the Income tax returns (ITR) for the Financial Year 2017- 18, 2018-19 & 2019-20.
- XV. Self attested copies of GST registration certificates.
- XVI. Specifications of the quoted item should be the same as per the details given in the tender list.
- XVII. Conditional bids would not be entertained.
- XVIII. Each and every page or paper of the tender document which is uploaded should be serially numbered, signed & stamped by the authorized signatory of the bidder

Before opening of the Price Bid, the sample of the item(s), if required, submitted for the technically qualified bidders (based on document submitted) shall be verified by the technical committee of the tender inviting authority in order to verify the quality standard as asked in the technical specification. Failure to submit the samples before the stipulated date of sample submission will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids. The samples submitted by the bidder free of cost may be returned back to the unsuccessful bidders after publication of the approved list.

PART „2“ – PRICE BID:

I. Price bid in the prescribed format duly filled, Prices should be neatly typed and should be in figures and as well as in words.

Guidelines for the Price bid:

- I. Rates should be quoted for one unit i.e. one syringe, one catheter, one dressing strip etc. MRP mentioned should be for the minimum saleable pack .
- II. 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.
- III. The quoted rates should be F.O.R destination (BHU, Varanasi). No transportation/ cartage charges will be provided for the same.
- IV. Quoted item serial no. should be the same as the serial no. detailed in the item list of the tender document.

- V. Specifications of the quoted item should be the same as per the details given in the tender.
- VI. Any plea for clerical / typographical error etc. would not be accepted. No correspondence will be entertained after opening of Price bid.
- VII. Conditional bid would not be entertained and will be summarily rejected.
- IX. A rational balance of quality, quantity and cost of the product offered / quoted by the firms, which meet the eligibility criteria, may be the sole basis of awarding the contract.

- X. 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.
- XI. The stores offered by the contractor should strictly conform to the provisions of Drug & Cosmetics Act 1940, and rules made there under as amended from time to time.
- XII. Each and every page or paper of the tender document should be serially numbered, signed & stamped by the authorized signatory of the bidder.
- XIII. Tenderer should uphold good business practices.
- XIV. Disqualification of the bid:
- XV. Any deviation from the documents listed in the Tender Checklist of the Tender Documents would lead to disqualification of the bid.
- XVI. Any action on the part of tenderer to influence any official will amount to rejection of his bid.
- XVII. In case any document uploaded by the tenderer is found false, the tender shall be rejected and the tenderer may be blacklisted. Further, in all such cases EMD of the tenderer shall be forfeited.

The bidders can't withdraw their bid within the minimum bid validity period of 180 days from the date of opening of technical bid for finalization of tender, & also after accepting the Letter of Intent / Notification of award or entering into the rate contract agreement with University / Issue of purchase order.

Section III. Bid Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Serial No.	A. General
1	The reference number of the Invitation for Bids is BHU/TC/PPE/2020-21/ 01 Dated: 20.07.2020
2	The Purchaser is Professor In-Charge, Trauma Centre, IMS, BHU, Varanasi
3	Maximum number of members in the JV shall be: 4

Serial No.	B. Contents of Bidding Documents
4	For Clarification of bid purposes only, the Purchaser's address is The Professor In-Charge, Trauma Centre, IMS, BHU, Varanasi – 221005 Attention : Prof. Sanjeev Kumar Gupta Address : The Professor In-Charge, Trauma Centre, IMS BHU, Varanasi. Floor/ Room number : - City : Varanasi ZIP Code : 221005 Country : India Telephone : 91-542-2366187(Extn.) Facsimile number : 91-542-2366444 Electronic mail address : osdtraumabhu@gmail.com
5	Web page : http://eprocure.gov.in/eprocure/app
6	A site visit shall not be organized by the purchaser.
7	A Pre-Bid meeting : NO

UNDERTAKING FOR CHECK LIST

The following undertaking for checklist duly signed with seal and with required documents should be submitted along with offer:

We hereby declare that the following requirements have been fulfilled by us –

- i. Printed copies of the **Catalogue** of the products.
- ii. Attested photocopy of current manufacturing license, for respective items, issued by competent authority.
- iii. List of organizations where the firm is on rate contract or has been supplying the items, along with their performance certificates if available and attested photocopies of rate contracts.
- iv. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not blacklisted from any Government/Private organization or any other institution.
- v. The enclosed certificates and proforma (Annexures) duly filled in and signed.
- vi. ***Documentary evidence for the turnover of last three consecutive years along with copy of the self attested balance sheet of both the manufacturer as well as authorized dealer separately. A minimum turnover for consumables & non-consumables as indicated at page no. 50 is essential for manufacturer and authorized dealer separately.***
- vii. An Earnest Money Deposit (EMD) of **Rs. 200000/- (Rupees Two Lacs only)** is to be submitted along with the offer in form of an Fixed Deposit Receipt duly discharged in favour of **“The Registrar, BHU” payable at Varanasi.**
- viii. Registration Certificate of Central Excise, wherever applicable.
- ix. Registration Certificate of C.S.T. /G.S.T. and other Taxes of State Govts.
- x. Drug manufacturing license
- xi. Certificate of WHO, DRDO, GMP Sitra DRDO wherever applicable
- xii. **Copy of Income Tax Returns for last 3 years of both the manufacturer and authorized dealer.**
- xiii. **Copy of Sales Tax /VAT/GST Assessment for last 3 years of both the manufacturer and authorized dealer.**
- xiv. Registration in SSI / DI, in case of manufacturer.
- xv. Undertaking for Quality Control System – Copy of Certificate pertaining to ISO, BIS etc.
- xvi. **Every page of the tender documents and the enclosed copies of the certificates have been signed with seal.**

We hereby agree that in the absence of any of the above documents / information, the offer may be summarily rejected without making any further reference to us.

Date:

Signature with seal

Following proforma should be filled in and duly signed by the firm and sent alongwith the quotation.
(Please refer to the detailed instructions/notes before filling this proforma).

1. Validity of the offer :
2. Approximate Delivery Period :
3. (a) Whether rates have been quoted F.O.R. site and covers packing forwarding and insurance charges : YES/NO
(b) If not, please mention the same
4. (a) Whether the prices are inclusive of Sales Tax / VAT & other taxes. : YES / NO
(b) If not, kindly specify the amount / rate
5. If the Sales Tax / VAT is charged extra, declaration for Charging Sales Tax Correctly, attached : YES / NO
6. (a) Whether supply will be made directly or through any Local/ Regional/Authorized Dealer/Stockiest : Directly / Stockiest / Authorized Dealer
(b) If through a Stockiest / Dealer
(i) Name and full address of the Party
(ii) Whether the order to be placed with the : Principal / Stockiest / Dealer
(iii) Who will raise the bill : Principal / Stockiest / Dealer
(iv) Cheques will be drawn in favour of : Principal / Stockiest / Dealer
(v) Whether any Delivery, Packing and Forwarding Charges will be payable to local Stockiest/Dealer : YES / NO
(Please specify the amount/percentage etc.)
7. Our terms of payment (Please indicate your preference By a () mark) Please note that no other payment terms are likely to be accepted.
(a) For Local Firms or if the bills are raised by the Local Dealers.
(i) 100% Payment on bill basis

(b) If the bill are raised by outstation Firms
(i) 100% Payment on bill basis
OR
(iii) D.G.S. & D. Terms of Payment for D.G.S. & D Rate Contract items
8. Whether any Excise Duty is payable on the items. If yes, indicate the amount / percentage. : YES/ NO
(Please note that excise duty shall be paid only when it is clearly shown in the invoice separately) :
9. Whether any installation charges are payable extra. : YES / NO
If yes, amount to be specified :

10. Whether any discount for educational institution offered on the printed price list of the manufacturer. If yes, mention the amount / percentage. : YES / NO
:%
11. Whether the product is on DGS &D/D.I. Rate contract. If yes, please enclose a photocopy of the same. : YES / NO
12. Whether the product bears I.S.I. Mark. If yes, please mention the I.S.I. License no. : YES / NO
:
13. (a) Whether the firm is Sales Tax payer. If yes, please mention the Sales Tax Numbers. : YES / NO
:
- (b) Whether the Local Dealer(s) is/are Sales Tax payer(s) If yes, please mention the Sales Tax numbers of each : YES / NO
:
14. Whether certificate of Quality Control enclosed : YES / NO
15. Whether printed / authenticated price list of the Firm's Products and Catalogue etc. enclosed. : YES / NO

Signature with Seal

CERTIFICATE

WE CERTIFY THAT :

1. We will not sell the product (s) to other institutions, bodies and also in the market on the rates less than the prices quoted by us to the University.
2. I / We certify that there has been no reduction in sale price of the Stores of Description identical to the Government under the contract herein and such stores have not been offered / sold by me / us to any person(s) / Organization(s) including the purchaser or any Department of Central government or any Department of State Government or any statutory undertaking of the Central or State Government as the case may be upto the date of the bill / the date of completion of supplies against all supply orders placed during the currency of the R/C at a price lower than the price charged to the Government under the Contract except for quantity of stores.
3. The goods on which Sales Tax / V.A.T./G.S.T. has been charged are not exempted for payment of Sales Tax / V.A.T./G.S.T. under C.S.T. or G.S.T. Act or U.P.S.T. Act or the rules made there under and the amount mentioned on account of Sales Tax / V.A.T. /G.S.T. on goods is not more than what is payable under the provisions of the relevant Act or Rules made there under.
4. The rate of Excise Duty / Custom Duty mentioned in the quotation is in accordance with the provisions of the rules in all respects and the same is payable to the Excise /Custom Authorities in respect of the stores.
5. The goods / Stores / articles offered under the rate contract shall be of the best quality and workmanship and their supply be strictly in accordance with the technical specifications and particulars as detailed in the quotation and also certificate of quality control system attached.
6. The information furnished by us in the quotation are true and correct to the best of our knowledge and belief. If any information furnished by the undersigned is found to be incorrect, the bid may be rejected.
7. We have read and understood the rules, regulations, terms and conditions of rate contract as applicable from time to time and agree to abide by them.

Authorized Signatory

(Seal)

Technical Specifications

"Summary of Technical Specifications"

1.	Coverall (single use- Non-woven) Size: M,L,XL	<p>A. Single use coverall for use by health care professionals.</p> <p>B. White/light shades to better detect possible contamination</p> <p>C. Coverall should be made of a non-woven, breathable fabric which passes <u>ASTM F1670 (Synthetic Blood Penetration Test)</u> or equivalent. Seams should be thermally sealed or taped using machine. Manual taping not acceptable.</p> <p>D. Cover all should be available in different sizes.</p> <p>E. Design should allow easy donning & safe removal</p> <p>F. Coverall should have in-built hood cap</p> <p>G. Zipper (lockable) of the coverall should be in the front and should be covered with a broad flap to completely cover the zipper to avoid accumulation of microbes</p> <p>H. Soft Elastic should be fitted around Front of hood, wrists & ankles</p>	2,000pcs/ month
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- **Manufacturing PPE Kits should be approved by the accredited testing facility as given by the Ministry of Textiles, Government of India along with UCC (Unique Certification Code) & the copy of the affidavit submitted by the manufacturer. PPE kits must be sterilized. Certificate to this effect has to be provided.**

Note:

1. The quantity shown in the schedules can be increased or decreased to any extent depending upon the actual requirement.
2. The shelf life (if applicable) of above goods should not be less than Two years. At the time of supply, the supplier will supply fresh stock, and the remaining shelf life should be more than two-third of shelf life.
3. In case materials supplied in store not consumed within shelf or quality of materials deteriorated due to any reason the same will be replaced with fresh stock within 30 days from the date of concerned store.
4. **Samples of Quoted goods**

The bidders should submit the samples of the quoted items in sealed original packing in prescribed Performa along with the test report (for quoted drug item, if any) of the same batch on or before the bid submission end date and time. The test report should be issued by any Govt. approved lab. In case, the firm fails to submit the sample their offer will not considered for further evaluation and will be out rightly rejected.

PERFORMA FOR SUBMISSION OF SAMPLES

1	2	3	4	5	6	7	8
Tender Sr. No.	Tender Specification of items	Brand name	Quality of items as per schedule of requirement	Name of Manufacturer	Name of Marketing Firm	Test Report of drug items enclosed	Quantity at least 5 Nos. (if amore samples are

Special Condition of the Contract

- The firm should have availability of a responsible person on call on all working days between 09.00 Hrs. to 17.00 Hrs.
- The selected tendering Firm/Agency/Company shall also provide the name and mobile number of a key persons, who can be contacted at any time, even beyond the office hours on holidays. The person should be capable of taking orders and making arrangement for supply of the desired items even on short notice to BHU, Varanasi.
- Information required on Pre-receipted Bill (Tax invoice)
 - (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 bill
 - (xi) The amount of GST paid by the supplier.
 - (xii) Maximum Retail Price (MRP)
 - (xiii) HSN Code in eight digits.
- 14. PAYMENT:-
 - (a) 100% payment shall be made on receipt of goods in satisfactory conditions and submission of tax invoice with the material.
 - (b) Payment will be made within 60th day from the date of submission of tax invoice.
 - (c) Tax invoices not received in accordance with the instructions as required (mentioned above) will not be entertained / processed for payment by the University.

- (d) The University 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.
- (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 University wants to withdraw the rate contract, it can do so after giving 03 (three) months notice in writing.
- 16. Any action of the part of the bidder to influence anybody of the institute will lead to rejection of the bid.
- The Vice-Chancellor reserves the right to accept or reject any offer partially or fully without assigning any reason

BANARAS HINDU UNIVERSITY

Varanasi -221005

**PROFORMA FOR AUTHORITY FORM OEMs (Original Equipment Manufacturers)
(To be submitted by bidder if they are authorized representative of an OEM)**

No..... dated.....

To,
Professor In-charge
Trauma Centre, IMS,
Banaras Hindu University
Varanasi-221005

Dear Sir,
Sub: BHU, Varanasi Tender No.....

We an established and reputable manufacture of
..... do hereby authorize
M/s..... (Name and address of Agents) to represent us, to bid
negotiate and conclude the contract on our behalf with you against Tender No.....

No company/firm or individual other than M/s..... are authorized to
represent to this business against this specific tender. Further, certified that the price catalogue submitted alongwith the bid is
the only one in circulation and discount offered to BHU, Varanasi is not lesser than that of offered by any other Govt.
department (R&D agency)/ Academic institute.

Your faithfully,

(Name)

For & on behalf of M/s

(Name of Manufactures)

Note: This letter of authority should be on the Letter-Head of the manufacturing concern and should be signed by a
competent person and having the power of attorney to bind the manufacturer.

Tender Acceptance Letter

(To be given on Company Letter Head)

Date:

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Tender/ Work: -

Dear Sir,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

_____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.
5. In case any provisions of this tender are found violated, then your department/organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be

accepted.] Date: / /

ADVT. No.: [insert number of bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

1. Bidder's Name *[insert Bidder's legal name]*
2. In case of JV, legal name of each member : *[insert legal name of each member in JV]*
3. Bidder's actual or intended country of registration: *[insert actual or intended country of registration]*
4. Bidder's year of registration: *[insert Bidder's year of registration]*
5. Bidder's Address in country of registration: *[insert Bidder's legal address in country of registration]*
6. Bidder's Authorized Representative Information

Name: *[insert Authorized Representative's name]*

Address: *[insert Authorized Representative's Address]*

Telephone/Fax numbers: *[insert Authorized Representative's telephone/fax numbers]*

Email Address: *[insert Authorized Representative's email address]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*
 - Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above.
 - In case of JV, letter of intent to form JV or JV agreement.
 - In case of Government-owned enterprise or institution, documents establishing:
 - Legal and financial autonomy
 - Operation under commercial law
 - Establishing that the Bidder is not dependent agency of the Purchaser
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

INVITATION FOR BIDS
NOTICE INVITING TENDER (NIT)

BANARAS HINDU UNIVERSITY
VARANASI-221005

e-Procurement Notice

Ref: No: BHU/TC/PPE/2020-21/ 01

Dated: 16.07.2020

Online tenders are hereby invited in **two cover system** from reputed **manufacturer/ authorized representative of a manufacture/whole sale dealer/importer** for supply of :-

- Rate Contract (Trauma Centre, IMS,BHU)

Bidders can download complete set of bidding documents from e- procurement Platform <https://eprocure.gov.in/eprocure/app> from 21-07-2020 onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 17-08-2020 upto 02:00PM.
(Server time). Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <https://eprocure.gov.in/eprocure/app> and www.bhu.ac.in.

CRITICAL DATE SHEET

Published Date	21-07-2020 (14:00 PM)
Bid Document Download Start Date	21-07-2020 (14:00 PM)
Clarification Start Date	21-07-2020 (14:00 PM)
Clarification End Date	23-07-2020 (03:00 PM)
Pre bid meeting	NA
Bid Submission Start Date	24-07-2020 (10:00AM)
Bid Document Download End Date	17-08-2020 (02:00PM)
Bid Submission End Date	17-08-2020 (02:00PM)
Bid Opening Date	18-08-2020 (03:00PM)

Registrar