

MAULANA AZAD NATIONAL URDU UNIVERSITY

GACHIBOWLI, HYDERABAD 500032

(A Central University established by an Act of Parliament in 1998)



TENDER DOCUMENT FOR RATE CONTRACT

(INITIALLY FOR ONE YEAR)

FOR

SUPPLY OF MEDICINES/ DRUGS AT

UNIVERSITY HEALTH CENTRE, PHARMACY II, GACHIBOWLI, HYDERABAD

[Tender published on e-procurement (CPPP) of GoI]

TENDER DOCUMENT (Rate Contract for One Year)
For supply of Medicines / Drugs for MANUU employees

Table of Contents

Section 1	Notice Inviting Tender (CPPP)
Section 2	Instructions to Bidders
Section 3	Schedule of Work / Requirements
Section 4	General Conditions
Section 5	Special Conditions
Section 6	Price Schedule (Financial Bid)

FORMS

Annexure-I: Bid Cover Letter
Annexure-II: Technical Bid Submission Form
Annexure-III: Financial Bid Submission Form
Annexure-IV: Letter of Acceptance or Letter
Annexure V: Contract Agreement
Annexure VI: Non-Blacklisting Declaration

TENDER DOCUMENT CUM RATE CONTRACT AT A GLANCE

1.	Work / Services	Supply of Medicines / Drugs for MANUU Employees at MANUU Health Centre.
2.	Authority inviting tender	Registrar, Maulana Azad National Urdu University, (MANUU), Hyderabad
3.	Duration of contract	One year from the date of signing of contract
4.	Estimated cost of contract	20.00 to 25.00 lakhs
5.	Last date and time of submission of bids	16/08/2022 up to 03:00 P.M.
6.	How the bids should be submitted	Online on CPPP portal only
7.	To whom the EMD of Rs. 50,000/- in original should be submitted	The Assistant Registrar, Purchase & Stores Section Maulana Azad National Urdu University Gachibowli, Hyderabad - 500 032 Ph. No. 040-23001697
8.	To whom the affidavit Declaration of non-blacklisting (<i>on Rs. 50/- non-judicial stamp paper duly notarized</i>) should be submitted	
9.	Date and time of opening of bids	As intimated on CPPP
10.	Bid Validity Period	75 (seventy five) days from the last date of submission of bids

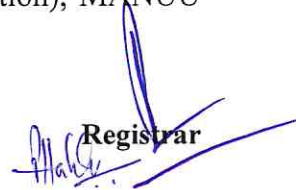
SECTION -1

NOTICE INVITING TENDER (Annual Contract)

University Health Centre has been established in 2007 at Maulana Azad National Urdu University (MANUU), Hyderabad (a Central University established by an Act of Parliament) invites online bids under e-procurement method on two bid system (technical and financial) from the dealer / Partnership firm / reputed dealers for supply of Medicines / Drugs under Annual Rate Contract for MANUU Employees / their dependant family members.

The selected firm is required to supply medicines / drugs 'as and when' required (during rate contract). The document can be downloaded from the Government of India, Central Public Procurement Portal (CPPP) website www.eprocure.gov.in or from the University's website www.manuu.edu.in / www.manuu.ac.in .

The bidding documents (technical bid and financial bid) duly filled-in as per the instructions contained in Section 2 of this document (Instructions to Bidders) along with copy of required documents and Account Payee Demand Draft for Rs.50,000/- drawn / made in favour of Maulana Azad National Urdu University, Hyderabad towards Bid Security (Earnest Money Deposit) must be uploaded on CPP Portal on or before ..16./08/2022 upto 03:00 P.M. The EMD in original must be submitted to the Assistant Registrar (Purchase & Stores Section), MANUU before 24 hrs of closing of submission of online bid submission.


Registrar

SECTION – 2

INSTRUCTIONS TO BIDDERS

2.1 General Instructions

- 2.1.1 For the bidding / tender documents purposes, 'Maulana Azad National Urdu University' (MANUU) shall be referred to as 'Client' and the bidder / successful bidder shall be interchangeably referred to as 'Contractor' and / or 'Bidder'.
- 2.1.2 The invitation for bid is open to dealers / partnership firms / reputed dealers in supply of Medicines / Drugs.
- 2.1.3 The bidding documents (technical bid and financial bid) must be submitted before the time notified on CPPP.
- 2.1.4 While all efforts have been made to avoid errors in preparation of tender documents, the bidders are advised to check the same carefully. No claim on account of any error detected in the tender document shall be entertained.
- 2.1.5 The duly filled-in technical bid along with copy(ies) of requisite supporting documents and financial bid should be submitted before the last date. Non-receipt of any of the required documents or bid with incomplete details will lead to rejection of tender.
- 2.1.6 Any person signing on behalf of a bidder (other than dealer / partner) must attach scanned copy of the authorization letter/ Power of Attorney from the actual bidder as the proof of authorization for signing on his/ her behalf.
- 2.1.7 Each bidder shall submit only one online bid against this invitation of tender.
- 2.1.8 Bid containing conditional offers, offers with deviation from the conditions of contract, bids not meeting the eligibility criteria, technical bids not accompanied with Bid Security / Earnest Money Deposit of requisite amount / format or any other requirements stipulated in the tender documents are liable to be rejected.
- 2.1.9 The tenderer, after submitting the tender, may withdraw, substitute or modify the tenders without forfeiture of Bid Security / EMD up to the date and time of receipt of the tender. Any such request received after the prescribed date and time of receipt of tenders will not be considered.
- 2.1.10 No bid shall be withdrawn in the interval between the last date of submission of bids and expiration of the period of bid validity.
- 2.1.11 A bidder shall not have conflict of interest with other bidders. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
 - (a) they have controlling partner(s) in common; or
 - (b) they receive or have received any direct or indirect financial stake from any of them; or
 - (c) they have the same legal representative/ agent for the purpose of this bid; or
 - (d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another bidder.
- 2.1.12 A prospective bidder may seek clarification in writing from the MANUU on the tender documents well before the due date of submission of bids.
- 2.1.13 At any time prior to the date of submission of bids, the MANUU may, whether its own initiative or in response to a clarification sought by a prospective bidder, amend bid documents by using corrigendum which shall be notified on the MANUU official website.

- 2.1.14 In case the amendments in the tender document require revision in the bids already submitted by that time and there being inadequate time to revise the bids by the notified last date and time for submission of revised bids by the bidders, the date and time of submission of bids may be suitably extended at the discretion of the MANUU. In such a situation, the bidders shall also be required to extend the validity period of their Bid Security / EMD.

2.2 Bid Security (Earnest Money Deposit)

- 2.2.1 The bid must be accompanied by a Bid Security (Earnest Money Deposit) of Rs.50,000/- (Rupees fifty thousand only) in the form of an Account Payee Demand Draft / Banker's Cheque of any nationalized bank drawn / made in favour of Maulana Azad National Urdu University payable at Hyderabad. However, the firms / companies registered as Micro and Small Enterprises (MSEs) or as defined in Government of India's MSE Procurement Policy, Start-ups as recognized by Government of India, Department of Industrial Policy & Promotion are exempted to furnish bid security subject to production of proof of their registration for this product. Firms manufacturing one/few medicines cannot claim exemption for whole list of medicines. Documentary evidence for exemption should indicate complete category / list of items as detailed in the tender. In such case, the bidder shall submit the complete EMD amount in the prescribed format.
- 2.2.2 The copy of financial instrument mentioned in para 2.2.1 should be enclosed along with the technical bid.
- 2.2.3 The Bid Security / Declaration should remain valid for a period of 75 days beyond the final bid validity period.
- 2.2.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Client in respect of any previous services/ work shall be entertained.
- 2.2.5 A bidder's Bid Security will be forfeited if the bidder withdraws or amends its offer or impairs or derogates from the tender in any respect within the period of validity of the tender.
- 2.2.6 In the case of a successful bidder, the Bid Security will be forfeited, if the bidder fails to
(i) furnish the required Performance Security within the specified period;
(ii) honour his/ her own quoted prices for the services or part thereof;
(iii) sign the contract in accordance with the terms of the tender document.
- 2.2.7 Bid Securities of unsuccessful bidder(s) will be returned to them at the earliest after expiry of the final bid validity period or after the award of contract.
- 2.2.8 In the case of successful bidder, the Bid Security will be returned on receipt of Performance Security of 3% of the estimated value of the total contract. No differential amount will be accepted to adjust the Performance Security Deposit.

2.3 Minimum Eligibility Criteria

- 2.3.1 The bidder shall be a dealer / Partnership dealer / reputed dealer in Medicines / Drugs etc.
- 2.3.2 The firm shall submit the EMD of Rs.50,000/-.
- 2.3.3 The bidder must have a valid license for sale of drugs.

2.3.4 Bidders shall have to meet the following pre-qualification / experience criteria:

- (a) Should have the Average Annual Turnover of Rs.20,00,000/- during the preceding three years ending with 31st March, 2022.

and

- (b)(i) Should have executed supply of Medicines / drugs against **three** purchase orders worth Rs. 10,00,000/- each during the last five years (ending on the date of publishing this tender).

or

- (ii) Should have executed supply of Medicines / drugs against **two** purchase orders worth Rs.12,50,000/- each during the last five years (ending on the date of publishing this tender).

or

- (iii) Should have executed supply of Medicines / drugs against **one** purchase order worth Rs.20,00,000/- during the last five years (ending on the date of publishing this tender).

2.3.5 The bidders are expected to have in possession of required space/staff for the said services/work etc. with alternate / standby to ensure uninterrupted / timely delivery.

2.3.6 Bidder should not have suffered any financial loss for more than one year during the preceding three years ending 31st March, 2022.

2.3.7 Bidder should not have been blacklisted on any score by any Government Department/ Autonomous Body/ Public Sector Undertaking. Any information in this regard subsequently found to be incorrect after submission of bid or award of contract will entail rejection of the bid or cancellation of Award of Contract as the case may be.

2.3.8 Only those bidders shall be treated as eligible to participate in the bidding process who, through their letter of submission of bid (Bid Cover Letter), declares as under:

- (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
- (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
- (iii) No payment has been made to any agent/ broker or any other intermediary for this bidding;
- (iv) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

2.3.9 In proof of having fulfilled the minimum eligibility criteria mentioned at clauses 2.3.1 to 2.3.7, the legible scanned copies of the following self attested documents/ information must be uploaded with the technical bid:

- (a) Each copy of GSTIN and valid Drug Licence Certificate.
- (b) Copies of audited Balance Sheet and Profit & Loss Account of the firm for the years 2019-2020, 2020-2021 and 2021-2022 or a letter from Chartered Accountant.
- (c) Copies of purchase orders in support of experience criteria.
- (d) An affidavit on non-judicial stamp paper for Rs.50/- declaring that the firm/company/dealership had never been blacklisted by any authority (Original Affidavit shall be hand over to the Assistant Registrar Purchase Section before the last date of the submission of tender).

2.3.10 This Request for Proposal (RFP) is issued with no financial commitment and the MANUU reserves the right to change or vary any part thereof or foreclose the procurement process at any stage. The MANUU also reserves the right to disqualify any vendor, if warranted, at any stage.

2.4 Bid Validity Period

- 2.4.1 Bids shall remain valid and open for acceptance for a period of 75 (seventy five days) days from the last date of submission of bids.
- 2.4.2 The University may, without assigning any reason, request for extension of bid validity for another period of 30 (thirty) days without any modification in the bid submitted.

2.5 Submission of Technical Bid

- 2.5.1 Technical Bid should be submitted on CPPP in the form prescribed at Annexure-II of this tender document.
- 2.5.2 The following documents shall comprise the Technical Bid:
- (a) Technical Bid Submission Letter (Bid Cover Letter) in the form prescribed at Form-1 inter alia containing the declaration required at clause 2.3.9. The letter should be printed on company's letter head and signed by the authorized signatory.
 - (b) Duly filled-in and signed Annexure-II containing information required.
 - (c) copy(ies) of all the supporting documents as required in clause 2.3.1 to 2.3.7
 - (d) Bid Security (EMD) mentioned in the clause 2.2.1

2.6 Submission of Financial Bid

- 2.6.1 Financial bid should be submitted on CPPP in the 'Price Schedule' format prescribed only.

2.7 Opening of Technical Bids

- 2.7.1 Bids will be opened by the duly authorized Committee / DSC holders.
- 2.7.2 In case, the date fixed for opening of bids is subsequently declared as holiday by the Government / University, the bids will be opened on next working date with time and venue remaining unaltered.
- 2.7.3 After opening of technical bids, a preliminary scrutiny would be conducted to ensure that EMD of requisite amount (if any) and other documents as required in clause 2.5.2 are furnished. The bids found deficient in these requirements shall be declared invalid and such bids will not be considered further for technical evaluation.
- 2.7.4 The bidders whose technical bids are otherwise found valid shall be termed as responsive bidders. The detailed evaluation of technical bids of such responsive bidders will be carried out later.

2.8 Technical Bid Evaluation

- 2.8.1 The technical bids shall be evaluated based on the documents submitted by the bidders in totality. To assist in the examination, evaluation, comparison of the bids and qualification of the bidders, the MANUU may, at its discretion, ask any bidder for a clarification on its bid. Any clarification submitted by a bidder that is not in response to a request by the MANUU shall not be considered. The MANUU's request for clarification and the response shall be in writing.
- 2.8.2 If a bidder does not provide clarifications of its bid by the date and time set in the University request for clarification, its bid may be rejected.
- 2.8.3 MANUU also reserves its right to seek confirmation / clarification on the supporting documents submitted by the bidder from the agency (ies) issuing such document(s).

2.9 Opening of Financial Bids

- 2.9.1 The financial bids of all the technically qualified bidders shall be opened as per the schedule date and time.
- 2.9.2 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (**Highest Percentage of Discount on MRP**) shall be decided only after following due procedure.

2.10 Financial Bid Evaluation

- 2.10.1 The evaluation of financial bids shall be made on the basis of **Highest Percentage of Discount Quoted on MRP** as applicable would be applicable.
- 2.10.2 The bidder whose financial bid is found to be lowest in terms of clause 2.10.1 above shall be declared as successful.
- 2.10.3 In case of two or more firms /companies quoting the same lowest rates, all such firms only will be asked to submit fresh financial sealed quotations on short notice, the same will be evaluated by the committee.

2.11 Right of Acceptance

- 2.11.1 Maulana Azad National Urdu University, Hyderabad reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids (including the lowest) at any time prior to award of contract without incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders for the University action. The decision of the competent authority of the University in this regard shall be final and binding.
- 2.11.2 In the event of Highest Percentage of Discount Quoted (on MRP inclusive GST) bidder not being capable of performing the supply of Medicines / drugs during the period of contract, the University may at its discretion award the contract to next bidder (2nd Highest Percentage of Discount Quoted and so on) with same terms and conditions.
- 2.11.3 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Maulana Azad National Urdu University reserves the right to award the contract to the next bidder (2nd Highest Percentage Discount Quoted) and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

2.12 Notification of award by issuance of 'Letter of Acceptance'

- 2.12.1 After determining the successful evaluated bidder, MANUU shall issue a Letter of Acceptance (LoA) / Letter of Award in duplicate in Form - 4 to the said successful bidder, who will return one copy to MANUU duly acknowledged, *unconditionally* accepted and signed by the authorized signatory, within three (3) days of receipt of the same by him.
- 2.12.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

SECTION-3

SCHEDULE OF REQUIREMENTS

This Schedule of Requirements contains details of Medicines / Drugs (other than food supplements and cosmetics) supplied by the firms at Pharmacy – II (to be managed by the bidder in the allocated space of the university, no rent for space / room will be collected) located at University Health Centre, MANUU and other relevant information and instructions in this regard.

3.1 **Medicines / Drugs (other than food supplements and cosmetics):**

- 3.1.1 The supply of Medicines / drugs as detailed as detailed in this section shall be carried out by the intending firms and would be paid by the University as and when required since University Health Centre required these services throughout the year.

3.2 **General Instructions to the bidders:**

- 3.2.1 **Specifications:** as per the GoI norms from time to time.

- 3.2.2 **Requirement:** MANUU extends medical reimbursement facility to its regular employees and their dependant family members on par with CGHS. Besides their cashless treatment for impatient ailments, employees are eligible for reimbursement towards their medical expenses. To facilitate the employees / beneficiaries of the scheme, the University intends to issue medicines directly through agency through Annual Contract.

The Medicines prescribed by specialists / experts and endorsed by MANUU Medical Officers shall be supplied without any change in medicine at Pharmacy within 72 hours and obtain acknowledgement. All precautions like acquaintance of cold chain/temperature as per the standard norms shall be taken care by the firm till delivery at MANUU Pharmacy (any equipment/material used for this purpose will be the property of the firm).

- 3.2.3 **Quoting of price:** The bidders shall quote (online) the Highest Percentage of Discount offered (on the MRP) as per the format given inclusive of all i.e. transportation, labour, incidental charges (if any) etc as per the format (financial bid / BOQ to be filled online). The calculation of discount would be as follows:

Example: MRP: Rs. 100/- (including 18% GST) Discount quoted by the firm: 20%
Amount admissible would be Rs. 100 – 20% discount = Rs. 80/-

- 3.2.4 **Quality check:** The University may at its discretion may contact the supplier/manufacturer/dealer for its authenticity.

- 3.2.5 The firm shall supply the latest batch / latest manufacturing date of drugs/medicines.

3.2.6 **Delivery Period and other terms and conditions:**

(i) The firm shall supply **within 72 hours** (excluding public holidays and Sundays) against the each indent received from Health Centre.

(ii) The medicines prescribed by specialists / experts and endorsed by MANUU Medical Officers shall be supplied without any change in medicine.

(iii) The firm shall handover the medicines at University pharmacy during office hours in any working day (i.e. withing 72 hours from the time of indent) and get acknowledged after verifying the same. Thereafter, University Pharmacy shall issue the medicines to the employees / beneficiaries'.

SECTION 4

GENERAL CONDITIONS

4.1 Confidentiality

- 4.1.1 The bidder shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information related to University. The obligation is not limited to any scope and the contractor shall be held responsible in case of breach of the confidentiality of University information.
- 4.1.2 If the Contractor receives inquiries from any person or outside agencies including Press / Media, the same shall be referred by the Contractor to University immediately on receipt of such queries.

4.2 Performance Security

- 4.2.1 The successful bidder(s) shall have to furnish Performance Security of Rs. 75,000/- during the period of contract. The Performance Security shall be furnished in the form of an Account Payee Demand Draft from a commercial bank drawn in favour of the Finance Officer, Maulana Azad National Urdu University, Hyderabad payable at Hyderabad.
- 4.2.2 If the contractor is called upon by the competent authority of the University to furnish Performance Security and the contractor fails to provide the said security within the period and in the form specified above, such failure shall constitute a breach of the contract and the Client shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- 4.2.3 The Performance Security so furnished should remain valid for a period of 60 (sixty) days from the completion of the all tender obligations.
- 4.2.4 The Bank Guarantee will be forfeited and credited to University account in the event of any breach or negligence or non-observance of any terms / conditions of contract or for unsatisfactory performance or for non-commencement of work after issue of 'Notice to Proceed'.
- 4.2.5 On due performance and completion of the order in all respects, the Performance Security will be returned to the firm / bidder without any interest on presentation of an absolute No Demand Certificate. However, such portion of the said Performance Security, as may be considered by the University sufficient to cover any incorrect or excess payment made on the bills to the firm, shall be retained until the final report on the account of firm's bill has been received and examined.

4.3 Signing of contract agreement

- 4.3.1 The Client shall provide a draft Contract Agreement, as prescribed at Annexure-VII, to the successful bidder along with LoA. The bidder shall return the duly concurred and signed Contract Agreement printed on the non-judicial stamp paper of Rs. 100/- adjudicated by the Registrar of Stamps of Telangana State within fourteen days of the issue of LoA.
- 4.3.2 The competent authority of the Client shall sign the Contract Agreement and return a copy of the same to the successful bidder.

4.4 Validity of contract

- 4.4.1 The contract shall be valid for a period of one year from the date of its signing by both the parties subject to continuous satisfactory performance by the contractor. In case, the Award of Contracts / Work Orders is issued before expiry of contract (within one year), the contract will be valid till the supply is made (beyond one year) as per the delivery terms of the contract.

- 4.4.2 The period of contract may, in the exigencies of work requirement, be extended beyond one year for any period not exceeding further one year with mutual written consent of the contractor on the same terms and conditions as agreed to under this contract.

4.5 Payments

- 4.5.1 All payments for supply of Medicines / Drugs shall be made on quarterly basis against invoice and submission of supporting documents.

Procedure for submission of Payment: Procedure for submission of Payment: The MANUU employee (for himself or on behalf of his dependant family member) shall submit the original prescription (either from MANUU health Centre or any other hospital) to any one of the Medical Officer at University Health Centre. The Medical Officer will issue separate prescription cum indent in duplicate (triplicate of the same will be retained at Health Centre for future references/verification) along with the prescription to the firm. Based on the Prescription cum indent received, the firm shall despatch the medicines at University Health Centre-Pharmacy within 72hrs (excluding general holidays/Sundays and during working hours only) and obtain acknowledgement. While submitting the quarterly bill, the vendor shall enclose the acknowledgement received from University Health Centre-Pharmacy along with the invoice. The MANUU Medical Officer shall prescribe medicines as per the OMs issued by GoI, Dept. of Ministry of Health and Family Welfare from time to time. As such, the firm will have to supply the medicines indented by MANUU Medical Officer.

- 4.5.2 No price escalation, other than the revision in applicable taxes as notified by the Central / State Government from time to time, shall be entertained by the University.

The MRP of the actual supplied item / drug during contract will be the base price to calculate discount / payment.

- 4.5.3 Payment: The mode of payment will be in Indian rupees within 10 working days normally.
- 4.5.4 University shall make deductions on account of Goods & Services Tax (GST) and Income Tax or any other deductions as made applicable by the laws promulgated by the Government of India or the State Government of Telangana, as the case may be, from any payments made to the bidder, and the amount so deducted shall be deemed to be a payment made to the bidder. The Client shall provide a certificate certifying the deductions so made.
- 4.5.5 All payments by the University to bidder shall be made by means of NEFT / RTGS / PFMS in the bank account of the bidder.
- 4.5.6 Neither payment shall be made in advance nor shall any loan from any bank or financial institution be recommended by the University in favour of the bidder on the basis of the order of award of work.

4.6 Disclaimer

- 4.6.1 The relatives / near relatives of employees of the University are prohibited from participation in this bid. The near relatives for this purpose shall be one who is related to the other in the manner as husband, wife father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

4.7 Termination of contract

- 4.7.1 The University may, without prejudice to any other remedy, for breach of contract / order, by written notice of default sent to the firm, terminate the contract / order in whole or part at the risk and cost of the defaulting firm:
- (a) If the firm fails to execute the services within the stipulated period(s) as specified in the order or within any extension thereto granted by the University;
 - (b) If the supplier fails to perform any other obligation(s) under the contract / order.

4.8 Governing laws and settlement of dispute

- 4.8.1 This contract shall be governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Hyderabad.
- 4.8.2 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the University in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the arbitration will be Hyderabad and the decision of the arbitrator shall be final and binding on both the parties.

SECTION 5

SPECIAL CONDITIONS OF CONTRACT

The Special Conditions of Contract shall supplement the “Instructions to Bidders” and “General Conditions of Contract” as contained in Sections 2 and 4 respectively.

5.1 Indemnification

- 5.1.1 The contractor shall completely indemnify and keep the University indemnified against all liabilities, losses, damages, penalties, awards, decrees arising out of litigation/ claims/ application initiated against the University.
- 5.1.2 University shall be vested with the sole discretion to determine damages / losses suffered on account of wrongful act or negligence by the bidder and deduct the same from the dues payable from performance security by way of initiating suitable legal action against the contractor at any point of time.

5.2 Penalties

- 5.2.1 Failure to supply the Medicines / drugs as per indent and time schedule, University may impose 0.5% penalty per day (maximum 10%) on the cost of such delayed medicines.
- 5.2.2 If the deliveries are not ensured forcing the client to buy the Medicines / drugs / get outside services at the supplier's risk and cost from elsewhere, the loss or damage that may be sustained thereby would be recovered from the defaulting contractor.

5.3 Force Majeure obligations of the supplier

- 5.3.1 In the event of “Force Majeure”, as soon as reasonably practicable but not more than 48 (forty eight) hours following the occurrence of such an event, the firm shall notify the University of the event of Force Majeure stating inter alia the anticipated period of Force Majeure during which the required services are likely to remain affected and also the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected.

Note:- “Force Majeure” shall mean any event beyond the control of the Client and Contractor, which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, any natural calamities, strike, unlawful lockout, riot, terrorist act etc.

SECTION 6

PRICE SCHEDULE (FINANCIAL BID)

6.1 **Form**

- 6.1.1 The Price Schedule (Financial Bid) shall be submitted in the form prescribed at Annexure-III.

6.2 **Other terms**

- 6.2.1 The rates quoted by the bidder / firm in the price schedule shall inclusive of GST, other taxes or cess or any other charges as may be levied by the Central / State Government from time-to-time. However, unit price, taxes/ cess and other charges, if any, should be shown separately in the schedule.
- 6.2.2 In addition to the applicable taxes/ cess, the rates quoted by the bidder shall be inclusive of all the charges.
- 6.2.3 No price escalation, other than the revision in applicable taxes as notified by the Central / State Government from time to time, shall be entertained by the Client during the period of contract including the extended period, if any.
- 6.2.4 If a Firm / Company quotes NIL rates / charges, the bid shall be treated as unresponsive and will not be considered.
- 6.2.5 All the prices of bills and payments shall be in INR only.
- 6.2.6 The medicines prescribed by specialists / experts and endorsed by MANUU Medical Officers shall be supplied without any change in medicine.
- 6.2.7 The bidders shall have to ascertain the exact percentage of GST applicable. In case of discrepancy/difference of opinion on GST rates, the University shall decide the lowest quotation on verification of the relevant rules of the GST Act vis-à-vis supporting documents provided by the bidders in respect of the claim for the GST. The decision of the University shall be final and binding in this regard.

* * *

ANNEXURE-I

BID COVER LETTER
(To be written on the letter head of company)
[Ref. clause 2.3.6 & 2.5.2(a)]

To
The Assistant Registrar, Purchase & Stores Section
Maulana Azad National Urdu University,
Gachibowli, Hyderabad 500032

Ref: Invitation for bid vide MANUU's Advertisement No.....dated..... for
Medicines / Drugs at University Health Centre, Gachibowli, Hyderabad – 500 032 .

Sir,

We, the undersigned, declare that:

1. We have examined and have no reservations to the bidding documents, including corrigendum/ addenda issued, if any, in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the bidding documents for Medicines / Drugs at University Health Centre, Gachibowli, Hyderabad.
3. Our bid shall be valid for a period of 75 days from the date fixed for the bid submission deadline in accordance with the bidding documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the bidding documents.
5. Government of India or any State Government or other Public Sector or Private Sector Organizations have not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.
7. We also declare that
 - (i) No benefit shall be offered to the employees of the Client's organization which are not legally available to them and also no offence shall be committed under Prevention of Corruption Act, 1988 or Indian Penal Code, 1860;
 - (ii) No undisclosed agreement or understanding with other bidders shall be entered into with respect to prices, certifications etc.;
 - (iii) The items, as required in the tender document herein, have not been and will not be made available to other entities at prices lower than the bid price;
 - (iv) No payment has been made to any agent/ broker or any other intermediary for this bidding;
 - (v) No transgression has been committed in the past with any other organization in India or abroad that may impinge on the anti-corruption principle.

Yours sincerely,

(Authorized Signatory)
Full Name and Designation
Company's Seal

Note:- Authorized person shall attached a copy of authorization for signing on behalf of Bidding Company.

ANNEXURE-II**TECHNICAL BID SUBMISSION FORM**

1.	Name and address of the company / firm / dealer	M/s. Address: Telephone / Mobile No.: e-mail ID:
2.	Name, designation and telephone/ mobile number of authorized person to be contacted.	
3.	Details of GST Certificate	[submit scanned copy(ies)]
4.	Valid License of sale of drugs / medicines / registration Certificate	[submit scanned copy(ies)]
5.	Details of EMD of Rs.50,000/-	Rs. _____ D.D. No. _____ dated _____ Bank _____ [Exemption of EMD for registering with MSME, NSIC etc. will be considered as per Govt. of India's rules on submission of documentary proof. Original EMD must be submitted to the Assistant Registrar (Purchase & Stores Section), MANUU before opening of the bid.]
6.	Has the Company ever been declared ineligible or blacklisted by any authority?	Yes / No [An affidavit on non-judicial stamp paper for R 50/- declaring that the firm/ company had never been blacklisted by any authority as per the format given at Annexure IX (Original Affidavit shall be hand over to the Assistant Registrar Purchase & Stores Section before the last of the submission of tender)]
7.	Average Annual Turnover during the preceding last three years (Attach scanned copy of audited balance sheet and Profit & Loss Account / certificate from CA) as per clause No. 2.3.4 (a)	[submit scanned copy(ies)]
8.	Value of work / services carried out during the preceding five years (Ref. Clause 2.3.4 (b) - Attach copy(ies) of work orders)	[submit scanned copy(ies)]
9.	signed and stamp copy of Annexure-I & Annexure-II	[submit scanned copy(ies)]
10.	Any other relevant information	

DECLARATION

1. I / We hereby declare that the information furnished above are true and based on available documentary evidences. In case, any of the information furnished above, either in full or in part, is at any stage, found to be incorrect, our bid shall stand cancelled or if contract has been awarded, the same shall stand terminated.
2. That the firm has carefully read and understood the tender document and **agrees with all the terms and conditions** of the tender,

(Authorized Signatory)
Full Name and Designation
Official Seal

ANNEXURE-III**FINANCIAL BID SUBMISSION FORM**

(Ref. Clauses 2.6.1 & 2.6.2)

(To be submitted online only)

Name of the Bidder/ Bidding Firm / Company :								
PRICE SCHEDULE (DOMESTIC TENDERS – RATES ARE TO GIVEN IN RUPEES (INR) ONLY) (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)								
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	BASIC RATE (offered Discount in Percentage)				
1	2	4	5	7	9	13	14	15
								INR Zero Only
Total in Figures						0	0	INR Zero Only
Quoted Rate in Words								

**The firm should fill the Discount offered
through online only**

ANNEXURE-IV**LETTER OF ACCEPTANCE**

or

LETTER OF AWARD

(Ref. clause 2.12.1 & 2.12.2)

Confidential

Tender No.....

Dated:

Contract Title: Medicines / Drugs at University Health Centre, MANUU, Gachibowli, Hyderabad.

To

M/s

.....

.....

Subject:- Award for tender No. /... titled "Medicines / Drugs at University Health Centre, MANUU, Gachibowli, Hyderabad."

Ref. Your offer No.....dated.....against our tender No. opened on.....

Dear Sir/ Madam,

I am directed to inform you that after evaluating the bid documents submitted by you on(date), Maulana Azad National Urdu University, Hyderabad is pleased to inform you that you have been selected as the successful bidder for "**Medicines / Drugs at University Health Centre at Hyderabad**". The total cost shall be(amount) as indicated in your financial bid submitted on.....(date), in accordance with the procedures intimated in the relevant bid documents.

2. You / your authorized representative(s) are requested to be personally present at Office of the Registrar, Maulana Azad National Urdu University, Hyderabad for signing of the contract by.....(date).
3. In this respect, we also request you to submit the performance security of Rupeesby.....(date). Security deposit being 10 % of the total cost of Rs.....
4. Please apply for refund of EMD deposited along with the bid (if any).
5. You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form.
6. This notification concludes the legally binding contract between you and the Maulana Azad National Urdu University, Hyderabad till issue of a formal contract.

Yours truly,

Encl. Agreement Form along with the Schedule of Requirements

Registrar

Annexure-V

No. MANUU/

Date:

CONTRACT AGREEMENT (NEED TO CHECK AS PER CORRIGENDUM)

THIS AGREEMENT is made on between MANUU, Hyderabad (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose place of office is at Telecom Nagar, Gachibowli, Hyderabad – 500032.

AND

M/s. having its registered office at, (hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for supply of Medicines / Drugs for MANUU Employees.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. WHEREAS the Client invited bids through e-tender, vide e-tender no.dt..... for supply of Medicines / Drugs for MANUU Employees.
- II. AND WHEREAS the Contractor submitted his bid online through e-procurement (CPPP) in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfils all the requirements and has resources and competence to provide the requisite services to the Client
- III. AND WHEREAS the Client has selected M/s as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No. to the Contractor on for a total sum of Rs./- [Rupees..... Only] per sq. mtr..
- IV. AND WHEREAS the Client desires that for providing services for supply of Medicines / Drugs for MANUU Employees be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
- V. AND WHEREAS the Contractor acknowledges that the Client shall enter into Contracts with other contractors / parties for providing services for supply of Medicines / Drugs for MANUU Employees of its premises in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract will be as per tender.
- VII. AND WHEREAS the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for supply of prescribed drugs / medicines in the Client's premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.
- VIII. AND WHEREAS the Contractor shall be responsible for payment of GST. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of GST in the said bill.
- IX. AND WHEREAS the Client and the Contractor agree as follows:
 1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) The Letter of Acceptance (LoA) issued by the Client.
 - (b) Notice to Proceed (NTP) issued by the Client
 - (c) The complete Bid, as submitted by the Contractor.
 - (d) The Addenda, if any, issued by the Client.
 - (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
 - (f) Charges – Schedule annexed to this Article of Agreement
 - (g) Supplementary Agreements executed from time to time.
 3. Any changes/ modifications/ amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
 4. This Contract shall be governed by and construed in accordance with the laws of India and subject to the exclusive jurisdiction of the courts in Hyderabad.
- X. IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor
(Authorized Signatory)

Signed on Behalf of
MANUU
(Registrar)

Annexure-VI

**FORMAT FOR SUBMISSION OF
DECLARATION of NON-BLACKLISTING**

(on Rs. 50/- non judicial stamp duly notarized and uploaded on CPPP and original should be submitted as indicated at Annexure II Sl.6)

DECLARATION of NON-BLACKLISTING

We, (name of the firm) having registered office at(address of the firm) do hereby declare that as on the tender publication date (Tender No.....dt.....), our firm has not been blacklisted by any Govt. / PSU / Statutory Bodies at any point of time and should not have any pending compliant.