

**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 GENERIC DRUGS AT**  
**UNIVERSITY HEALTH CENTRE, GACHIBOWLI, HYDERABAD**  
**FOR A PERIOD OF ONE YEAR**  
**[Tender published on e-procurement (CPPP) of GoI]**

**TENDER DOCUMENT (Rate Contract for One Year)**  
***For supply of Generic Drugs for MANUU Health Centre***

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**TENDER DOCUMENT CUM RATE CONTRACT AT A GLANCE**

1.	Work / Services	Supply of Generic Drugs at University Health Centre, Gachibowli, Hyderabad – 500 032
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	6.0 lakhs
5.	Last date and time of submission of bids	<del>19-08-2020</del> up to 03:00 P.M.
6.	How the bids should be submitted	Online on CPPP portal
7.	To whom the EMD in original and affidavit ( <i>on Rs. 50/- non-judicial stamp paper undertaking that the firm has not been blacklisted</i> ) should be submitted	The Assistant Registrar, Purchase & Stores Section Maulana Azad National Urdu University Gachibowli, Hyderabad - 500 0032 Ph. No. 040-23001697
8.	Date and time of opening of bids	20 <sup>th</sup> August 2020
10.	Amount of Bid Security (EMD)	Rs. 30,000/- (Rupees Thirty Thousands only)
11.	Bid Validity Period	75 (seventy five) days from the last date of submission of bids



## SECTION -1

### NOTICE INVITING TENDER

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 dealers / reputed dealers for supply of Generic Drugs under Annual Rate Contract for University Health Centre. The selected firm is required to supply generic drugs 'as and when' required (during rate contract). Orders will be issued on short-notice i.e. supply of medicines within 15 days after the date of placing order.

The document can be downloaded from the Government of India, Central Public Procurement Portal (CPPP) website [www.eprocure.gov.in](http://www.eprocure.gov.in) or from the University's website [www.manuu.ac.in](http://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 / Banker's Cheque / Bank Guarantee/ Fixed Deposit Receipts for Rs. 30,000/- 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 19-08-2020 up to 03.00 PM. The EMD in original must be submitted to The Assistant Registrar (Purchase & Stores Section), MANUU before opening of the bids either by hand or through post.

  
REGISTRAR  
  
28.07.2020

## SECTION – 2

### INSTRUCTION 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 dealers / reputed dealers in supply of Generic Drugs.
- 2.1.3 The bidding documents (technical bid and financial bid) must be submitted before the time specified in the tender.
- 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 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.30,000/- (Rupees thirty Thousand only) in the form of an Account Payee Demand Draft / Banker's Cheque / Fixed Deposit Receipts/ Bank Guarantee of any nationalized bank drawn / made in favour of Maulana Azad National Urdu University, Gachibowli, Hyderabad payable at Hyderabad. However, the firms / companies registered as Micro and Small Enterprises (MSEs) 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.
- 2.2.2 The financial instrument mentioned in para 2.2.1 should be enclosed along with the technical bid.
- 2.2.3 The Bid Security 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 and latest by 30<sup>th</sup> day 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 10% of the estimated value of the total contract. No differential amount will be accepted to adjust the EMD.

## **2.3 Minimum Eligibility Criteria**

- 2.3.1 The bidder shall be a dealer / Partnership dealer / reputed dealer in Generic Drugs etc.
- 2.3.2 The firm shall submit the EMD of Rs.30,000/- or EMD exemption certificate along with relevant document (if any).



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 criteria:

(a) Should have the Average Annual Turnover of Rs. 4,80,000/- during the preceding three years ending with 31<sup>st</sup> March, 2019.

**and**

(b) (i) Should have executed supply of generic drugs against three purchase orders worth Rs.2,40,000/- each during the last five years (ending on the date of publishing this tender).

**or**

(ii) Should have executed supply of generic drugs against two purchase orders worth Rs.3,00,000/- each during the last five years (ending on the date of publishing this tender).

**or**

(iii) Should have executed supply of generic drugs against one purchase order worth Rs.4,80,000/- 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 31<sup>st</sup> March, 2019.

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, certificate of Incorporation issued by the Registrar of Companies and firm registration certificate.
- (b) Copies of audited Balance Sheet and Profit & Loss Account of the firm for the years 2017-2018, 2018-2019 and 2019-2020 or a letter from Chartered Accountant.
- (c) Copies of work orders in support of information required at clause 2.3.3 of the tender document.
- (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 2.3.8. 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) in any of the form mentioned in clause 2.2.1 (original to be submitted)

**2.6 Submission of Financial Bid**

2.6.1 Financial bid should be submitted on CPPP in the 'Price Schedule' Form prescribed.

2.6.2 Financial Bid should be as per the format only.

2.6.3 Bidders must quote in Annexure-III as per terms stipulated in Section 6 keeping in view the requirements in Section 3.

**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 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 as required under clause 2.5.2 above. 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 (L1) 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 **per Unit** (which includes) plus applicable GST. In case of discrepancy in GST %, the unit price will be taken as base price. Item-wise L1 will be taken into consideration and accordingly Purchase Order(s) will be issued to those L1 (item-wise) firms.
- 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 quotations for all the items on short notice.

## **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 L1 bidder not being capable of performing the supply of generic drugs in entirety as per notified specifications within the stipulated time frame as required by the University, the competent authority of the University reserves the right to split the work and award a portion of it to L2 bidder at accepted L1 rate if he agrees to do so. Otherwise the offer will pass on to L3 bidder and so on. The decision of the University in this regard will be binding on the bidders.
- 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 higher bidder 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 Generic Drugs supplied by the firms at University Health Centre, MANUU and other relevant information and instructions in this regard.

**3.1 Generic Drugs;**

3.1.1 The supply of generic drugs as detailed at 3.2.1 shall be carried out by the intending firms and would be paid by the University on 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 Gol norms from time to time.

**3.2.2 Requirement:**

Sl.	Name of the drug/generic chemical combination	Total Quantity (Nos) required during 1 year
1.	T ZINC VITA	5000
2.	T SUPRADYN /SUPERWIN	5000
3.	T ELDOFEN SP /DSP	6000
4.	T VERTIFORD 8MG	600
5.	T DOXYLAB	8000
6.	T OFLOCAN OR / OFVISTA OZ OZ	4000
7.	T ELDOFEN PLUS/REACTINE	12000
8.	T MEDLON 5 MG	2000
9.	T CHYMOTRAL FORTE	1600
10.	T ELSARTAN/LOSARTAN 25	2000
11.	T MERIMOL/FLUMOL 500	10000
12.	T ROXYLAB/ ROXITHROMYCIN 150MG	8000
13.	T GESTID /ALCID MPS	3000
14.	T THEORAB/RABIMED 20MG	6000
15.	T ELPRESS /AMLIP AT	500
16.	T ELDOSPAS/ SPASMOMED	2500
17.	T ACEPHEN / ELZEFEN MR	6000
18.	T ONDITRON 4 MG	500
19.	T LEVOCETRIDE / CETFAST L5 MG	8000
20.	T MERIMOL/POLYNOL EXTRA 650	10000
21.	C GENVOL PLUS/BREATH EX/ EAZYHALE	2000
22.	T STYPTOVIT/ ETHAMCIP500	600
23.	T SETRIDE/ OKACET	10000
24.	T CAL D 3 /CALESTER D3	3000
25.	T ZEEBEE /ALZAD	300
26.	T VOMISTOP 10	2000
27.	T ALPACARD/ALPRAWIN 0.5MG	400
28.	T CONCOR 2.5	400
29.	T TELMAVAS / ZENSARTAN 20 MG	600
30.	C OMEE / OMISEC 20	6000
31.	T BIOLAX /EASYLAX/ PROLAX	500
32.	T ELDOMAC / SESTIL AD	2000
33.	T VERTIRON 25 MG	800



34.	T FEXODER 120	3000
35.	T SETRIDE /CHESTON /OKACET COLD	7000
36.	T ZYLORIC 100 MG	1000
37.	T VERTIGIL	400
38.	T LACTOCIP DS/ KOLAC	3000
39.	T FIXIME /STANCEF 200	5000
40.	T DERIPHYLLIN RTD 150G	200
41.	T ONLORD/ALASTIN 10MG	3000
42.	T LABOKOF/ELDIKOFF	8000
43.	T KOLD TIME /NOCOLD	8000
44.	T ECOSPRIN 150 MG	500
45.	T UTYZIME	2000
46.	T SORBITRATE 5 MG	50
47.	C DEPIN 5 MG	50
48.	T FUNGIFORCE /FLUKA 150	800
49.	C MEDICLOX PLUS	4000
50.	C CEPHAXIN 250	4000
51.	T CLAVMENTIN 625	3000
52.	T AZITHRO 250MG	7000
53.	SYP ALKOFF	800
54.	SYP AZACID/ ELDACID MPS MPS	600
55.	SYP ROXIGO /ROXLEY	250
56.	SYP THEOFOL/ MERIMOL 125	300
57.	SYP AZAX 200	300
58.	SYP CETFAST/ SETRIDE/CETIZ	250
59.	SYP CYCLOPAM	100
60.	SYP RESPIRA/ AMBROHIST S	800
61.	SYP ALKAROZ / ELDISODA	300
62.	SYP ELDOFOL/ WOLFOL	500
63.	SYP ZANOGRAM -M/ FESTIVE MZ	200
64.	SYP SETRIDE COLD/ KOLD TIME	250
65.	SYP ELDICOFF JUNIOR	200
66.	SYP MEFTAL P/ MEFTADOL P	250
67.	SYP ELDOXIME / CEFWAL	200
68.	SYP AZIWIZ/AZIBOLD 100	200
69.	SYP CLAVMENTIN / ELMOX CV	200
70.	SYP MERIMOL/ DUOFLAM DS	300
71.	SYP ATAZIS /HYDRAX	60
72.	SYP THEOZYME /ALZYME/ MEDIZYME	500
73.	SYP IBUVON	250
74.	SYP CREMAZEN/KREEMILAX	250
75.	DICLOWAL / INTAGESIC GEL	1500
76.	INJ TT /BETT	500
77.	ORS SACHETS	3000
78.	QUARD CREAM	800
79.	CLOBETAGM	1500
80.	5 ML D/SYRINGES	1000
81.	CRAPE BANDAGE 4	400
82.	INJ PANTIN 40MG	80
83.	GENTALAB E/E DROPS	300
84.	SOFRAMYCIN OINTMENT	300
85.	INJ FEVASTIN	300
86.	BETASALIC OINTMENT	100

87.	ULCERID /SORECARE GEL	400
88.	DISPOSABLE NEEDLE 20,24G	400
89.	M N SCAB LOTION	150
90.	INJ BUCOGAST /HYTORIX	200
91.	BETAMIL GM CREAM	600
92.	EXAMINATION GLOVES	600
93.	ASTHALIN RESPULES	200
94.	MEDIWAX EAR DROPS	150
95.	POWERMED POWDER	200
96.	NASELIN SPRAY	300
97.	STERILLIUM /CUTARUB 500 ML	10
98.	WOODEN TOUNGE DEPRESSOR	200
99.	R L 500 ML	300
100.	DNS 500ML	300
101.	GUAZE BANDAGE 4 INCH	300
102.	GUAZE BANDAGE 6 INCH	300
103.	COTTON ROLL 400 GM*	20
104.	HYDROGEN PEROXIDE	30
105.	DERMI 5 /LOBODERM OC CREAM	1000
106.	ELDOFEN /INTAGESIC SPRAY	20
107.	SCALP VEIN SET 22/23	1000
108.	GAUZE THAN*	20
109.	FACE MASK	500
110.	ENBEE THERMOMETRE	10
111.	HEATH CARE / CARE STERILE PADS	500
112.	INJ RANTAC /RANIPEP	100
113.	QUADLON /SAVLON LOTION 1 LITRE	20
114.	JMS 1	100
115.	SURGICAL GLOVES	200
116.	ONDIVIT/ ONDAI DROPS	80
117.	5 D 500 ML	300
118.	BAND AID	1000
119.	ACCU CHECK STRIPS	500
120.	INJ TRAMADOL/TRAMANUM	200
121.	2 ML D/ SYRINGE	1600
122.	SILVA C /BURN HEAL CREAM	150
123.	INJ DECADRAN /PRODEX /DEXA	60
124.	IV SET /PARAS IV SET	1000
125.	N S 500 ML	50
126.	LANCETS	500
127.	CIPLADINE OINT JAR	5
128.	INJ MEDISTRON/ ONDITRON	150
129.	INJ AVIL	150
130.	CALAGY LOTION	300
131.	SPIRIT CAN 5 LIT	5
132.	CEFLOX D DROPS	300
133.	CLOCIBIOTIC DROPS	200
134.	BUDECORT RESPULES	200
135.	INJ DERIPHYLLIN	10
136.	INJ STYPTOCHROME/ ETHAWK	120
137.	INJ NASIX/LASIX	20
138.	INJ ADRENALINE	10
139.	AEROMIST (NEB)MASK ADULT	10



140.	AEROMIST OXYGEN MASK ADULT	10
141.	INJ XYLOCAIN 2 % VAIL	5
142.	CIPLADINE SOLUTION 100ML	10

- 3.2.3 **Quoting of price:** The bidders shall quote (online) the amount per the format given inclusive of all i.e. transportation, labour, incidental charges (if any) etc and indicate GST as per the format (financial bid / BOQ to be filled online). The firms shall the quote the quantities / units mentioned in the above list.
- 3.2.4 **Quality check:**The University may at its discretion may contact the supplier/manufacturer for it authenticity.
- 3.2.5 The firm shall supply the latest batch / latest manufacturer date drugs and shall be able to replace the same drug/medicine which is nearing expiry date without any financial commitment.
- 3.2.6 **Delivery Period:** The firm shall supply within 15 days from the date of award of contract(s) on each occasion.

## 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 each time within seven days of date of issue of Letter of Intent before issue of Purchase / Work Order from time to time during the period of contract. The value of Performance Security shall be 10% of the cost of the Purchase / Work Order issued each time and shall be furnished in the form of an Account Payee Demand Draft/ Fixed Deposit Receipts from a commercial bank or bank guarantee issued / confirmed from any of the commercial bank in India (in the form prescribed at Annexure-VI) 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 at clause 4.2.1 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 Generic Drugs shall be made to the bidder as per the rates quoted by the contractor in the financial bid / price schedule (Annexure-3) and accepted by the University.
- 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.
- 4.5.3 Payment: The mode of payment will be in Indian rupees within 2-3 weeks from the date of supply of the material in full.
- 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 generic drugs as per Schedule of Requirements including any subsequent addition/ reduction made thereto within the period stipulated in clause 3.2.5 shall entitle the Procuring Entity (MANUU) to charge liquidated damages without assigning any reasons @ ½% (half percent) **per day** on the quantity undelivered within the prescribed time frame covered in the Award of Contract, subject to a maximum of 5% (five percent), after expiry of the stipulated time period of the supply unless extension is obtained in writing from the University on Valid ground before expiry of delivery period.
- 5.2.2 If the deliveries are not ensured forcing the client to buy the generic 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 are in INR only

6.2.6 The bidders shall have to ascertain the exact percentage of GST applicable on each of the items while quoting the rates in the financial bid (Annexure-III). 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.



## SECTION 7

### FORMS

Annexure-I	Bid Cover Letter
Annexure-II	Technical Bid Submission Form
Annexure-III	Financial Bid Submission Form
Annexure-IV	Letter of Acceptance
Annexure-V	Form for submission of Bid Security (Through Bank Guarantee)
Annexure-VI	Form for submission of Performance Security
Annexure-VII	Contract Form

**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  
Generic 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 Generic Drugs at University Health Centre, Gachibowli, Hyderabad.
3. Our bid shall be valid for a period of 90 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 Firm Registration	[submit scanned copy(ies)]
4.	Details of GST Certificate / PAN Details	[submit scanned copy(ies)]
5.	Details of EMD: 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.	Rs..... D.D. No. _____ dated _____ Bank _____
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 (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. 2.3.3 (a)	[submit scanned copy(ies)]
8.	Value of work / services carried out during the preceding five years (Ref. Clause 2.3.3 (b) -Attach copy(ies) of work orders)	[submit scanned copy(ies)]
9.	Valid License of sale of drugs/medicines / registration Certificate	[submit scanned copy(ies)]
10.	signed and stamp copy of Annexure I & Annexure – II	Submit in separate Cover
11.	Any other relevant information	

**DECLARATION**

- 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.
- 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 :								
<b>PRICE SCHEDULE</b> (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 In Figures To be entered by the Bidder in Rs. P	GST Amount on Item Qty x Basic Rate in INR Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	7	9	13	14	15
						0.00	0.00	INR Zero Only
						0.00	0.00	INR Zero Only
						0.00	0.00	INR Zero Only
						0.00	0.00	INR Zero Only
						0.00	0.00	INR Zero Only
						0.00	0.00	INR Zero Only
						0.00	0.00	INR Zero Only
<b>Total in Figures</b>						0	0	INR Zero Only
<b>Quoted Rate in Words</b>								

**to be filled online only as per the list (3.2.2 of tender)**



**ANNEXURE-IV**

**LETTER OF ACCEPTANCE  
or  
LETTER OF AWARD  
(Ref. clause 2.12.1 & 2.12.2)**

**Confidential**

Tender No.MANUU/Purchase/F.179/2017-18/

Dated:

**Contract Title: Generic Drugs at University Health Centre, MANUU, Gachibowli, Hyderabad.**

To

M/s .....  
.....  
.....

Subject:- Award for tender No. .... /... titled "Generic 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 "**Generic Drugs at University Health Centre 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 Rupees .....by.....(date). Security deposit being 10 % of the total cost of Rs.....
4. Please apply for refund of EMD deposited along with the bid.
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**

**BID SECURITY SUBMISSION FORM  
(THROUGH BANK GUARANTEE)  
(Ref. clause 2.5.1)**

No.....

Date.....

To

The Registrar (hereinafter called "The Client")  
Maulana Azad National Urdu University,  
Gachibowli  
Hyderabad 500032

Whereas M/s.....(hereinafter called "the tenderer") has submitted its bid dated.....for "Generic Drugs at University Health Centre, MANUU, Gachibowli Hyderabad against owner's Tender No. .... dated.....

KNOW ALL MEN by these presents that WE .....having our registered office at ..... (hereinafter called 'the Bank') are bound unto the Client in the sum of R ...../( Rupees ..... only) for which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the Bank this .....day of .....2018.

**THE CONDITIONS OF THIS OBLIGATION ARE:**

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender,
2. If the tenderer having been notified of the acceptance of his tender by the Client during the period of its validity:
  - (a) fails or refuses to accept /execute the contract,
  - (b) fails or refuses to furnish the Performance Security for the due performance of the contract,

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized officer of the Bank  
Name & Designation of the office  
Seal, Name & Address of the Bank and Branch  
Tel No./ Fax No. of Branch



**ANNEXURE-VI**

**PERFORMANCE SECURITY SUBMISSION FORM  
(THROUGH BANK GUARANTEE)**

(To be executed on non-judicial stamped paper of an appropriate value)  
(Ref. clause 4.2.1)

Date : .....

Bank Guarantee No : .....

Amount of Guarantee : .....

Guarantee Period : From ..... to .....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS** Maulana Azad National Urdu University, Gachibowli, Hyderabad 500032 (hereinafter referred to as "**The Owner**") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [insert date of acceptance of the letter of acceptance(LOA)] with [insert name of the Successful Bidder] .....(hereinafter referred to as the "**Contractor**") which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and supply of generic drugs ["**supply of generic drugs**"] shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a commercial bank in India having a branch at Hyderabad for a sum of R...../- (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the "**Guaranteed Amount**") against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [insert the name of the commercial bank] (here in after referred to as the "**Bank**") having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.



- (ii) However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding Rs...../[Rupees..... only].
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of Hyderabad for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfills its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted] granted to him by the Bank.

Date:

Bank  
(Corporate Seal of the Bank)  
*Signature of the a person duly authorized  
to sign on behalf of the Bank*