

Tender Fees – Rs. 200/- (non refundable & non transferable)

TENDER NO: - BMHRC/SMO/Store/LP/Drugs & Vaccines/16-17/037

TENDER DOCUMENT

FOR

LOCAL PURCHASE OF DRUGS &

VACCINES

AT

BHOPAL MEMORIAL HOSPITAL &

RESEARCH CENTRE

BHOPAL

Limited Tender Notice

Bhopal Memorial Hospital & Research Centre

Under Department of Health Research, Ministry of Health & Family Welfare, Government of India

Raisen Bye Pass Road, BHOPAL – 462 038 (M. P.)

Ph. No. 2742212-16

Website: www.bmhrc.org, E-mail: tender@bmhrc.org

BMHRC/SMO/Store/LP/Drugs & Vaccines/16-17/037

The Director BMHRC , Department of Health Research, Ministry of Health & Family Welfare, Bhopal invites sealed limited tender in single bid from the local Chemist/Vendors/Distributors for local purchase of drugs & vaccines for one year rate contract basis extendable on same terms & conditions for the period as mutually agreed between Director, BMHRC & bidder.

A complete set of tender document may be obtained by interested firms/vendors from Hospital Stores, BMHRC, Bhopal w.e.f. 13.12.2016 from 0900 hrs to 1700 hrs (from monday to friday) & 0900 hrs to 1400 hrs (on saturday) upon payment (tender cost) of a non refundable fee of Rs. 200/- (rupees two hundred only) in form of cash or demand draft in favour of Director BMHRC, Bhopal or can be downloaded from the website at www.bmhrc.org, www.eprocure.gov.in.

Last date of submission of tender will be 05.01.2017 upto 14.00 hrs.

(Director)

Format of forwarding letter

FORWARDING LETTER
(To be filled in by the tendering party on firm's letter head)

The Director,
BMHRC, Bhopal- 462 038

Tender number- BMHRC/SMO/Store/LP/Drugs & Vaccines/16-17/037

Dear Sir,

With reference to the above Tender Enquiry I/We are submitting herewith our tender documents. The tender document is duly paginated and contains page No 1 to

A checklist chronologically indicating documents attached in original/copies should be self attested as per **Clause 17(v)** of tender document.

1. I/We, the undersigned, hereby submit my/our tender for the Registration of firm for the supply of Drugs & Vaccines through Local Purchase on **One year** rate contract basis.
2. I/We are enclosing, herewith, Demand draft, D.D. No. _____ dated _____ for **Rs. 10,000** drawn in favour of the **"DIRECTOR, BMHRC, BHOPAL"** towards EMD/BID Security and shall remain in the custody of the BMHRC till decision as to the acceptance of the tender is known. Once the tender is decided, the performance security of Rs. 30000/- will be furnished by the undersigned (approved firm).
3. I/We, hereby, agree to all the terms and conditions (attached), stipulated by the BMHRC in this connection including penalty etc.
4. I/We undertake to sign the contract/ agreement, **if required**, within 15 days (Fifteen days) from the issue of the letter of acceptance, failing which our/my security deposit will be forfeited and name will be removed from the list of vendors at BMHRC, Bhopal
5. I/We certify that I/We have gone through & agree to the terms & conditions of Tender Ref No. mentioned above and undertake to comply with them for the contract period **(valid for One year from the date of signing of the agreement deed plus extendable on same terms & condition for the period as mutually agreed between Director, BMHRC & bidder)**
6. I/We, the undersigned, hereby bind myself to supply the Drugs & Vaccines to Director, BMHRC, Bhopal during the validity of this tender & rate-contract.
7. The conditions contained herein shall form part of and shall be taken as if they are included in the agreement to be entered into or treated as agreement itself at the discretion of the Director.
8. I/We shall execute an agreement on firm letter head in case my/our tender is accepted and if I/We asked to act so, within 15 days of the intimation of acceptance of offer for the tender. **However, this is to be treated as agreement otherwise.**

Yours truly,

Signature of Tenderer with full address

About BMHRC

Situated at Bhopal in Madhya Pradesh, the Bhopal Memorial Hospital & Research Centre (BMHRC) is a 350 bedded state-of-the art super speciality hospital dedicated to providing free of cost quality medical treatment to the victims of the Bhopal Gas tragedy of 1984. BMHRC focuses on specialization with perfection through a diligent team of professionals and highly qualified doctors. This unique hospital dedicated to the victims of Bhopal gas tragedy is an epitome of translation of science of medicine distinguishes BMHRC from the rest of the hospitals in the country. The hospital has beautiful surroundings in the midst of which is a tribute to the gas victims named *Homage and Hope*, adding a soothing and healing touch of its own. The Hospital has the following specialties: Cardiology, Cardiothoracic & Vascular Surgery, G.I. Surgery, G.I. Medicine, Neurosurgery, Neurology, Urology, Nephrology, Ophthalmology, Psychiatry, Pulmonary Medicine, Anesthesiology, Radiology, Pathology, Microbiology and Blood Transfusion.

BMHRC has eight Mini Units situated in different parts of the city to provide primary health care services to the gas victims. Patients needing specialized care at super-speciality level are referred to the main hospital, the BMHRC.

The Research Centre in addition to undertaking applied and basic research also provides molecular medical diagnostic services.



BHOPAL MEMORIAL HOSPITAL & RESEARCH CENTRE
DEPARTMENT OF HEALTH RESEARCH
MINISTRY OF HEALTH & FAMILY WELFARE, GOVT. OF INDIA
RAISEN BYPASS ROAD, KAROND CHOWK, BHOPAL, PIN- 462 038

Director BMHRC, Bhopal invites limited tenders in sealed envelope for local purchase of drugs & vaccines from reputed **firms/vendors** for entering into one year rate contract (**valid for One year from the date of signing of the agreement deed plus extendable on same terms & conditions for the period as mutually agreed between Director, BMHRC & bidder**) subject to satisfactory performance.

GENERAL INTRODUCTION AND TERMS & CONDITIONS

Tender Ref. No.	: BMHRC/SMO/Store/LP/Drugs&Vaccines/16-17/037
Subject	: Limited Tender for local purchase of Drugs & Vaccines on one year rate contract basis.
Place of Enquiry	: Stores Department, BMHRC
Last date of submission of Tender	: 05.01.2017 upto 1400 hrs.
Date of opening of Tender	: 05.01.2017 at 1530 hrs.
Venue for opening of Tender	: Conference Hall of BMHRC, Bhopal
Validity of offer	: 180 days
Estimated Cost	: Approximate Rs. 20 Lacs

General Instructions

1. Tender should invariably be submitted in single bid system as detailed below:

Techno commercial with Price bid (Quotation) should then be put in **sealed cover Envelop** indicating there on:

- Reference No. Of the Tender: **BMHRC/SMO/Store/LP/Drugs & Vaccines/16-17/037****
- Tender regarding:** Local purchase of Drugs & Vaccines on one year rate contract basis.
- Due date for submission of the tender: 05.01.2017 upto 1400 hrs.**
- Name of the firm/vendor and address:**
- Estimated Cost : Approximate Rs. 20 Lacs**

IMPORTANT NOTE

- Bid received after the specified date and time will not be considered.**
 - The documents should be dropped in the tender box kept at the Stores department up to 05.01.2017 upto 1400 hrs.**
 - Bidders are requested to watch for any modifications/corrigendum on the BMHRC website(www.bmhrc.org)**
2. It may be noted that when the tender box is opened on the date and time scheduled for bid opening, only the tender box and bid envelopes of the tender will be opened and participated firms name read out in public.
3. **All the pages of tender documents should be properly numbered.**

4. Bidders are, therefore, advised to submit offer (percentage of discount on MRP) only if the terms & conditions as prescribed by the BMHRC are acceptable to them in total and they fulfill the eligibility-criteria.
5. The Bidder or his representative should be available / approachable for 24X7 over phone for supply of drugs and vaccines. In case of any emergency requirement, if the order is placed for any item, the requisitioned item shall have to be supplied immediately. The contact telephone number and mobile number must be provided to the hospital authority for such purpose.
6. The Director BMHRC, Bhopal reserves the right to reject any or all tenders including the lowest quotation which is not confirming to the specification and other terms and conditions. No correspondence in this regard will be entertained.
7. The Director BMHRC, Bhopal reserves the right to invite in his sole discretion, separate quotations to effect purchase outside this contract in the event of any urgent demand arising in hospital, where no stock are held or otherwise.
8. **Quotation shall be strictly according required specification & as per format provided in the tender document. (Annexure-I)**
9. BMHRC shall send all correspondences through email so you are requested to provide your email address so that all communications may be done through email.
10. The goods are to be supplied F.O.R. destination (BMHRC stores) and all the transit loss / expenses whatsoever, will be borne by the supplier/firm.
11. The Successful bidder shall furnish the performance security within 15 days of issue of contract for due performance of the contract. The performance security should be for an amount of Rs. 30000/- payable in Indian rupees by way of Demand Draft/Bank guarantee **(Annexure –IV)** from any Indian commercial Bank in favor of Director, BMHRC, and it shall be valid for 15 months from the date of issue of Rate contract. The Performance Security shall be released on satisfactory completion of all contractual obligations. No interest shall be payable on the performance security. **Failure to furnish performance security in time would entail forfeiture of earnest money deposited by the firm & the cancellation of the contract. The earnest money will be refunded after submission of performance security.**
12. Each tender should be accompanied with an EMD/bid security amounting to **Rs.10,000.00 (rupees Ten thousand only)** by way of demand draft drawn in favour of "Director BMHRC, Bhopal", failing which the tender shall not be considered for acceptance and will be out rightly rejected. Cash/cheque is not acceptable at all. The EMD/bid security deposited against other tenders cannot be adjusted or considered for this tender. No interest is payable on EMD/bid security. The Tender Number, due date, Name and complete address of the firm should also be written on the back of the demand draft. EMD will be refunded after the finalization of the tender.
13. The bidders may download the tender documents directly from the website available at www.eprocure.gov.in www.bmhrc.org In such case, the bidders are required to submit the tender cost fee of Rs. 200.00 (non-refundable and non-transferable) by way of separate demand draft drawn in favour of Director BMHRC, Bhopal and the same should essentially

be enclosed along with bid envelope. The bidders should specifically super scribe, **“downloaded from the website”** in red ink on the top left corner of the outer envelope containing techno-commercial bid with price bid . The tender cost fee Rs. 200.00 should not be mixed with EMD amount Rs. 10000.00. The tenders of bidders for not following the above procedure will be summarily rejected.

- 14.** In case of failure to supply any or all items as per requisition / specification / prescribed brand of item, it shall be treated as 'non-compliance' and 'breach of contract', and the items shall be purchased in part or full, from the local market at the discretion of the hospital authority and the difference of prices will be recovered from the bidder. Liability on this account will be limited to performance security.
- 15.** Whenever any claim for the payment of a sum of recovery arises out of or under this contract against the contractor the purchaser shall be entitled to recover of such sum by appropriating, in part or whole the performance security deposited by the contractor. When the balance or the total sum to be recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to recoverable under this or any other contract with the purchaser. Should this sum not be sufficient to cover the full amount recoverable, the contractor shall pay to the purchaser on demand the remaining balance due.
- 16. Important instructions for filling up of tender**
 - a) Each & every paper/page of the tender document should be serially numbered and duly signed by the bidder.
 - b) Tender is also likely to be rejected, if instructions for filling up the tender document, submission of rate quotations and all annexures, are not fully & properly adhered to.
 - c) Tender may also be rejected, if it is not submitted by the prescribed date/time for the opening and any of the listed documents is either not attached or attached but found improper/not signed or not attested by the Competent Authority.
 - d) The quotation should be submitted as per the prescribed format as per Annexure-I
 - e) The bidder should quote only in percentage (%) of discounts on MRP for drugs & Vaccines. As per Annexure-I
 - f) The date and time of Bid opening shall be intimated to all bidders through email only.
 - g) Telegraphic/ Telex/ Fax/email and letterhead quotations are not acceptable and if received will be ignored.
 - h) Copy of the partnership deed/general power of attorney duly attested by Notary Public and affidavit to the effect that all the partners admit execution of contract, if the bidder's is a partnership concern.
 - i) There is no vigilance / CBI case or court case pending against the firm or any of the partners/directors of the firm.
 - j) Tender may also be rejected, if Copy of tender document (Terms & Condition) is either not attached or attached but found improper/not signed or not attested by bidder.
- 17. The tender shall be rejected if :**
 - i. A firm submits conditional tender;
 - ii. All the papers are not completed and serial numbered.
 - iii. Tender is not sealed properly.
 - iv. If tender is not legible.
 - v. Each page of photocopy of various documents/certificates attached are not self attested.
 - vi. If not found tender fess/EMD in bid envelope.

18. Bid Opening

- a) The Tender Opening Committee (TOC) of BMHRC will open tender box and bid envelopes of tender in the presence of bidder's representative, who willing to attend, at the time and date as specified.
- b) The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid of opening being declared a holiday, the bids shall be opened at the appointed time and location on the next working day.
- c) The Technical Bid Opening Committee will examine the bids to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- d) The technical eligibility shall be examined, on the basis of information/documents submitted by the Bidder.

19. ELIGIBILITY/TECHNICAL CRITERIA

Firms to be eligible should fulfill the following criteria

- (i) **EXPERIENCE:** The bidder should have not less than 3 years of experience in selling/supplying the drugs. Bidder should have Drug license, Tin No, Sale tax registration, Municipal Corporation registration (copies to be enclosed).
- (ii) **ANNUAL TURNOVER:** The firm should have to submit the documents of annual turnover (**minimum 15 Lacs per annum**) for the last three financial year (**FY2014-15, 2013-14 & FY2012-13**). The firm will submit documentary proof to support this claim. In case, any firm submits any forged document in support of the tender requirement and if proved at any stage, the firm would be debarred for minimum 05 years & EMD/performance Security submitted by the firm shall be forfeited. No correspondence whatsoever will not be entertained, in this regard.

20. Supply timings : During normal office hours, the Medical Store Section will receive the drugs & vaccines and will verify the 'maximum retail price' & other particulars and it will be certified on the challans. **In emergency and exceptional situations** drugs & vaccines supplied in outside office hours will be received by the User department (indenter) but the bidder will ensure that the challan is got verified again in the medical store department on the immediate next working day.

21. LIFE PERIOD: The Bidder should not supply less than six months life from the date of receipts of goods in BMHRC. In exceptional cases where the material with less than six months shelf life is accepted by the BMHRC, a flat 20% amount will be deducted from the invoice value. Material manufactured with less than six months shelf life will be accepted only after due certification by the bidder and at the discretion of BMHRC. Loss or premature deterioration due to biological and/ or other factors during life span of stores shall be replaced by the Bidder at free of cost.

- 22.** Supply will not be accepted if:
- a. In case of Supplied material is not as per order specifications.
 - b. Physician Sample, Control Samples etc. – If item stamped as Physician Sample or Control Sample or any other kind of sample.
 - c. If supply which was rejected in past due to quality reasons & returned to vendor by Gate Pass and if the vendor again sends the same supply to stores, the items will be confiscated & a warning letter will be issued to company.
 - d. If incomplete information is recorded on label of supplied item such as manufacturing date, expiry date, MRP etc. or there is mismatch of information between label of outer pack & inner pack.
 - e. If cold chain has not been maintained for such items which required storage condition to maintain between 2 to 8 degree centigrade or below 25 degree centigrade at the time of supply.
 - f. If items are supplied with tempered label in order to hide actual information or furnishing wrong information.
 - g. In case MRP is hidden by using marker pen in order to hide necessary information of supplied product.
 - h. In case, photocopy of labels are pasted instead of original labels, on the supplied item either after removing of original label or pasted photocopy label over the original one in order to hide original label which might have previously stamped of BMHRC supply or otherwise.
 - i. In case supply of sterile products, tempering of any kind have been observed.
 - j. In case of breakage/ damaged/ leakage/ fungal growth/ precipitated solution/ incomplete dissolution of ingredients in solvent/ evaporated solutions/ discoloration of solution/ any unwanted suspended particles in solution/ turbid solution has been observed in supplied items at the time of receiving.
 - k. In case of items are supplied in unhygienic packing (outer/ inner packing), loose packing (not as per standard pack size) etc.
- 23.** The supply, if rejected, has to be removed within a period of 7 Days from the date of receipt of intimation from BMHRC .In case of failure to do so, the rejected supply can be disposed off by the Director-BMHRC Bhopal, in his own way and discretion and he shall not be responsible, in any way, for doing so.
- 24.** For all those drugs, which are required to be stored under controlled temperature / cold chain, bidder must ensure to supply these drugs under controlled temperature/cold chain.
- 25.** Supplies are to be made in proper boxes.
- 26.** In case any discrepancy arises in the Invoice due to miscalculation etc., the Bidder shall be liable to pay back the excess amount on this account, even after completion of the contract period.
- 27.** All participating firms must submit an affidavit on firm letter head stating that they have neither been blacklisted nor debarred from participating in future tenders by any State Government / Central Government organizations during the period of last 5 years. If at

any stage their claim turns out to be false, the said firm will render itself liable for punitive action, as deemed fit. The present tender in which they have quoted would be summarily rejected and EMD/Performance Security will be forfeited besides being debarred from participation in next future open tender for 5 years. **(Annexure-II).**

28. The bidders whose rate contracts are completely cancelled / terminated **by BMHRC/others Central Govt. Hospitals during last 5 Years are** not entitled to participate in this tender process.
29. All certificates/ License as specified in the tender document should be in English language. Alternatively, a translated copy in English (by an authorised translator), along with the original copy will also be accepted. The translated copy should be duly certified / attested by the competent authority
30. **Canvassing of any sort or influencing the members of any committee involved in the purchase process at any stage shall be considered for disqualification of bid.**
31. **Exemption from payment of EMD & Tender Fees:-** Firms registered with the Central Purchase Organization (e.g. DGS&D) and NSIC and exempted from payment of EMD & tender fees with these organizations, are also allowed for exemption from payment of EMD if the product being quoted is actually manufactured by them and the product is registered with these agencies. Firms registered with these agencies, which are selling products of other companies and not manufacturing the products being quoted by them are not allowed exemption from payment of EMD exemption. To avail EMD exemption, the firms should submit a legible photocopy of valid registration certificate of the product manufactured and registered with DGS&D/NSIC in a separate envelop along with envelop of technical bid.
32. In case of MSE (Micro & Small Industries) manufacturer the price preference of L-1 + 15% will be made available during award of the tender.
33. Small scale industries are exempted from providing the minimum turnover criteria as per guidelines laid down by Govt. of India for SSI units to ensure that there is no discrimination against them.
34. Bids from only local bidders (Situating at Bhopal) will be accepted.
35. If the discount offered by the bidders on MRP is similar in the tender than priority given to the nearest firm from the BMHRC.
36. It is ensure that the drugs supplied by bidder are of reputed manufacturers & having valid ISO/GMP/ISI/WHO/DGQA CERTIFICATION. In case any dispute, bidder will provide certified copies of certificates.
37. After the implementation of RC, bidder should execute supply immediately.
38. The Director BMHRC, Bhopal reserves the right to forfeiture of earnest money deposited by the firm & the cancellation of the rate contract in case bidder does not start supply immediately.
39. **Payment Terms**
Payment to the supplier Company/agency shall be made after 90 days from the submission of the bill and receipt of stores in good & satisfactory condition.
40. Furnishing of false information will make the bidder ineligible and the firm will stand blacklisted for 5 years.
41. Vat shall be deducted and paid as per Norm of MP VAT Act

42. Arbitration:

If at any time, any question, dispute or difference whatever shall arise between the two parties (BMHRC on the one hand and bidders on the other hand) in relation to the purchase, either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all rights or claims shall be deemed to have been forfeited and absolutely barred.

Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitration shall be at BMHRC, Bhopal.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed there under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation and commissioning etc.

Upon every or any such reference, the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators or in the event of their not agreeing, of the Umpire appointed by them who may determine the amount thereof, or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

43. Civil suit/Legal remedies: Any dispute if arises, shall be subject to jurisdiction of Bhopal court.

.....

Financial Bid**Annexure-I**

The bidder shall quote the percentage of maximum discount, which shall be on the Maximum Retail Price (MRP) printed on the packing/flaps/bottles (Refer Terms & Conditions)

Sr. No.	Items Category	Percentage (%) of discount offered on Maximum Retail Price (MRP)		Taxes in Percentage (%) on discounted rates	
		DPCO Drugs	Non DPCO Drugs	DPCO Drugs	Non DPCO Drugs
1.	Branded drugs/Medicines				
2.	Vaccines				
3.	Nutritional /Food Supplement				

The delivery will be made to Main stores, Bhopal Memorial Hospital & Research Centre, Karond square, Raisen by pass Road, Bhopal.

Date:

Place:

(SIGNATURE OF THE BIDDER)

(OFFICE SEAL)

ANNEXURE –II

(To be submitted by the party's on firm letter head)

1. I/We certify that I/We have gone through & agree to the terms & conditions of **Tender Ref No. BMHRC/SMO/Store/LP/Drugs & Vaccines/16-17/037** and undertake to comply with them for the contract period (**valid for One year from the date of signing of the agreement deed plus extendable on same terms & conditions as mutually agreed between Director, BMHRC & bidder.**
2. I/We certify that, I/We have neither been blacklisted nor debarred from participating in future tenders by any State Government / Central Government organizations during last 5 years.
3. There is no vigilance / CBI case or court case pending against me/our firm or any of the partners/directors of the firm.
4. I/We, hereby, agree to all the terms and conditions, stipulated by the BMHRC in this connection including penalty etc.
5. I/We understand that The Director BMHRC, Bhopal reserves the right to reject any or all tenders including the lowest quotation without assigning any reasons (s) thereof.
6. I/We submit that I/We have never been convicted by the State/Central Drug Controller under the Drugs and Cosmetics Act, 1940 and rules there under during the last one year in respect of any of the drugs for which prices have been quoted by me/us.
7. I/We agree that in case of failure to supply the material within the stipulated date of delivery, the institution can go to market for local purchase of the same at my/our risk and cost and liability of this account will be limited to the performance security.
8. I/We agree that the condition on the approval of the offer that the price charged for the stores supplied to the hospital shall in no event exceed the lowest at which I/We sell the stores of identical description to any other individual / Govt or private institution.
9. I/We shall execute an agreement on Non-judicial Stamp paper of Rs. 100/- (Rupees hundred only) in case my/our tender is accepted and if I/We asked to act so, **within 15 days** of the intimation of acceptance of rates for the tender. **However, this is to be treated as agreement otherwise.**

Name :

Sign :

Address :

ANNEXURE-III**PROFORMA TO BE FILLED BY THE TENDERER
GENERAL INFORMATION**

Sr. No.	PARTICULARS	DETAILS
1	Name of vendor	
2	Constitution (Company /Partnership/Proprietorship)	
3	Details of registration (Registering authority, Registration. and Date	
4	Year of Commencement of Business.	
5	Sales Tax /TIN No.	
6	PAN No.	
7	Whether Manufacture /Authorized Distributor / Dealer / Agency.	
8	Name (s) of the proprietor /Partner/ Director/Official with Designation authorized to make Commitment to BMHRC.	
9	Telephone No. (s) Mobile No. (s) E-Mail ID - (s)	
10	Mailing Address:	
11	Whether Vendor holds valid license (s) on the date of application? Give details of license (Drug Licenses)	

I've read and understood the terms and conditions for empanelment of vendors for supply of drugs and consumables. I fully accept the terms and conditions and I declare that the information provided in this format is true and correct to the best of my knowledge and belief. I also understand that BMHRC reserves the right to accept any or reject and or all of the applications without assigning any reasons at any stage.

Name:**Signature:****Designation:****Date:**

Annexure- IV

PERFORMANCE BOND (BANK GUARANTEE)

(Validity of Bank Guarantee :- _____ to _____)

In consideration for the Director, BMHRC (hereinafter called 'the purchaser') having agreed to release the 100 % payment on supply of goods and services under the terms and conditions of a Rate Contract Ref. No _____ . Dated _____ . (hereinafter called 'the contract') for supply of **Drugs & Vaccines** (hereinafter called the goods and services) to M/s _____ (hereinafter called 'the supplier') on submission of a bank guarantee to the satisfaction of the purchaser for the due performance of the said contract.

We, _____ (hereinafter called 'the bank') at the request of the supplier do, as a primary obliger and not merely as surety, hereby irrevocably, unconditionally and absolutely undertake against any loss or damage caused or suffered by the purchaser by reason of any failure of the supplier to perform or omission or negligence to perform any part of its obligations to the satisfaction of the purchaser in terms of the contract.

We, the bank, do hereby undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the purchaser by reason of any breach by the said supplier of any of the terms and conditions contained in a said contract or by reason of the supplier's failure or omission or negligence to perform the said contract or any part thereof. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee, which shall not be considered as satisfied by any intermediate payment or satisfaction of any part of or obligation hereunder. However, our liability under this guarantee shall be restricted to an amount not exceeding **Rs.** _____ .

We, the bank, undertake to pay to the purchaser any amount so demanded by the purchaser, notwithstanding.

- a) Any dispute or difference between the purchaser and the supplier or any other person or between the supplier or any person or any suit or proceeding pending before any court or tribunal or arbitrator relating thereto or.
- b) The invalidity, irregularity or unenforceability of the contract or.
- c) Any other circumstances which might otherwise constitute discharge of this guarantee, including any act or omission or commission on the part of the purchaser to enforce the obligations by the supplier or any other person for any reason whatsoever.

We, the bank, further agree that the guarantee herein contained shall be continued one and remain in full force and effect during the period that would be taken for the performance of

the said contract and that it shall continue to be enforceable till all the dues of the purchaser under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the office of the Director, BMHRC that the terms and conditions of the said contract have been fully and promptly carried out by the said supplier and accordingly discharges this guarantee.

We, the bank, hereby agree and undertake that any claim which the bank may have against the supplier shall be subject to and subordinate to the prior payment and performance in full of all the obligations of the bank hereunder and the bank will not, without prior written consent of the purchaser, exercise any legal rights or remedies of any kind in respect of any such, payment or performance so long as the obligations of the bank hereunder remain owing and outstanding, regardless of the insolvency, liquidation or bankruptcy of the supplier or otherwise howsoever. We, the bank, will not counter claim or set off against its liabilities to the purchaser hereunder any sum outstanding to the credit of the purchaser with it.

We, the bank, further agree with the purchaser that the purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier from time to time or to postpone for any time or from time to time and of the powers exercisable by the purchaser against the said supplier and forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier or for any forbearance, act or omission on the part of the purchaser or any indulgence by the purchaser to the said supplier or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the constitution of the bank or the supplier.

We, the bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the purchaser in writing.

The disputes relating to this bank guarantee shall be resolved as per the terms and conditions of the contract.

Place:

Signature and seal of the bank

Date: