

RAJIV GANDHI CANCER INSTITUTE



AND RESEARCH CENTRE

RATE CONTRACT 2010 - 2012



**RAJIV GANDHI CANCER INSTITUTE
& RESEARCH CENTRE SECTOR-V,
ROHINI, DELHI – 110 085**

RATE CONTRACT (RC) FOR THE YEAR 2010 - 12

E - Tenders are invited by Chief Executive Officer, RAJIV GANDHI CANCER INSTITUTE & RESEARCH CENTRE , from Reputed Manufacturers / Authorized distributors for the following groups :-

GROUP NO	GROUP DESCRIPTION	QUOTED FOR
1	DRUGS & MEDICINES	
2	SURGICAL DISPOSABLES GOODS	
3	LAB REAGENTS	
4	GLASS WARE	
5	X-RAY/IMAGINING PRODUCTS	
6	SUTURES	
7	I.V. FLUIDS	
8	SURGICAL INSTRUMENTS	
9	RADIOACTIVE PRODUCTS	
10	COMPUTER & PERIPHERALS	
11	GENERAL STATIONERY	
12	PRINTED FORMS AND STATIONERY	
13	HOUSKEEPING CHEMICALS AND CONSUMABLES	
14	HOSPITAL & GENERAL LINEN	
15	ELECTRICAL ITEMS	
16	MAINTENANCE STORE ITEMS	
17	MISCELLANEOUS	
18	MEDICAL GASES	

LAST DATE OF RATE CONTRACT DOCUMENT RECEIPT : 28/02/2008

RC received after Due date and time will not be accepted.

RAJIV GANDHI CANCER INSTITUTE & RESEARCH CENTRE reserves the right to reject any RC document without assigning any reason whatsoever.

Head Materials



**RAJIV GANDHI CANCER INSTITUTE
& RESEARCH CENTRE SECTOR-V,
ROHINI, DELHI – 110 085**

RATE CONTRACT(RC) FOR THE YEAR 2010 - 12

**NOTICE INVITING RATES FOR THE SUPPLY OF
HOSPITAL STORES (MEDICAL & NONMEDICAL ITEMS)
FOR THE PERIOD APRIL 2010 - MARCH 2012**

E – Tenders are invited for SUPPLY OF HOSPITAL STORES (MEDICAL & NONMEDICAL ITEMS) as per enclosed list from ESTABLISHED REPUTED MANUFACTURES/ their authorized distributors/stockiest.

“RATE CONTRACT FOR THE SUPPLY OF HOSPITAL STORES 2010 - 12”

1. RC documents are strictly non-transferable.
2. The tentative date of commencement of contract is 01/04/2010.
3. The quotation should be fill up legibly. The rates should be quoted in the format provided. Any over writings/erasures will render the quotations of the particular item invalid.
4. The acceptance of Rate Contract rests with the management of RGCI, who reserves the right to accept/reject a part/whole RC without assigning any reason and no inquiry in this regard, if any, will be entertained.
5. The rates quoted for stores proposed to be supplied during the validity of tender as per clause shall in no event exceed the lowest price at which the firm sells/sold/proposes to sell the stores of identical description to other institutions during the valid period of acceptance. If at any time of during the said period the firm reduces the sale price lower than the price quoted, the firm shall forthwith notify such reduction to the CHIEF EXECUTIVE OFFICER and the price payable by the Hospital under the supply order from the date of coming into force of such reduction shall be correspondingly reduced. In case of any default, the Rate Contract will be cancelled. It is strictly made clear that no upward revision in the rates of items during the validity of Rate Contract will be allowed except wherever it is due to Governmental Orders and subject to furnishing of a proof to the fact by the supplier.



6. The rates quoted should be net per unit inclusive of all charges including those for packing and delivery. The sales tax, wherever applicable should be shown separately at the prevailing rate. If it is decided to ask for excise duty or any other levy as extra, the same must be specifically stated. In the absence of such a stipulation, it will be presumed that the price included all such charges and no claim for the same will be entertained. This hospital is not liable to pay any other charges over and above the rates quoted.
7. Latest sales tax certificate and Income tax clearance certificate should be attached with the tender, failing which tender will not be accepted.
8. The contract of the firm for each item will be treated as running contract for the period ending 31/03/2012. However the rates may be reviewed after 31/3/2011.
9. If the Rate Contract goods required a license from Central / State Government or any other authorized agency for its procurement or import, it shall be the duty of tenderer to arrange for the same.
10. The Rate Contract should fill up along with the Vendor Registration format entered Pan No.
11. The tender shall have to produce alongwith his Rate Contract photocopies of his registration with Drugs/ Sales/ Income-Tax authorities.
12. The products offered by the respective firms should mention specifically the name of the manufacturer, if not manufactured by the tenderer and latest authorization from such manufacturer as an evidence of accredited distributor / stockist should be attached with the Regd. form.
13. The supply / delivery shall throughout the stipulated period of the contract be preceded with all the diligence (time being deemed to be of the essence of the contract on the part of the tenderer). The supply shall have to be made strictly in accordance with the delivery schedule stipulated in the supply order(s) failing which the tenderer shall be subject to pay a penalty of 1% of the total value of the whole contract order. In case of default beyond 30 days from the date of supply, the Hospital has a right to rescind the contract without assigning any reason and further notice to the tenderer and obtain supply from open market at the cost and compensation for any loss sustained by Hospital, if any in connection with the performance of this contract, from the security / pending bills of the firm and the firm black listed.
14. The delivery of the goods will have to be made free of cost to the incharge of stores of particular group in hospital premises in perfect good and sound condition.
15. If any time after commencement of supplies the hospital for any reason, whatsoever, does not require the whole goods and materials thereof as specified in the tender, CHIEF EXECUTIVE OFFICER shall have power to terminate all the liability of the Hospital after giving due notice in writing to the contractor of his desire to do so.



16. The CHIEF EXECUTIVE OFFICER, of this Hospital shall have power to make any alterations, omission from addition to or substitutions in the original specification, drawing designs and institution that may appear him to necessary or advisable during the course of supply of the material and tenderer shall be bound to supply the materials in accordance with any instructions which may be given to him in writing signed by the CHIEF EXECUTIVE OFFICER or any other officer authorized by him and such alterations, omissions, additions or altered substitutions shall no in anyway effect or invalidate the contract.
17. The CHIEF EXECUTIVE OFFICER reserves the right to lift such quantities at such intervals as may be in the best interest of the hospital.

SPECIAL CONDITIONS

18. Quotation may be offered by the generic name / formulation / proprietary name with MRPs and other requirements as per Drug Act. All containers ampules, vials, strips, unit packing should have the following words printed on them in indelible ink- RGCI Supply.
19. The product offered must be pharmacologically and therapeutically potent and active at the time of supply and for the life period of that item. Not more than 1/6th of its life should have expired on the date of actual supply. Where no life is indicated it will be taken as 5 years from the date of manufacture. Loses, if any, due to deterioration of a product during its life will have to be made good by the firm, supplier.
20. The manufacturer shall instruct his supplier to off take the slow moving item, non moving items, near expiry item at his own cost. In the event of noncompliance RGCI shall reserve the rights to recover the amount from due payments of other stocks.
21. The proprietary name of the medicine, wherever, referred to in list are to be taken as an indicator of formulation of a product and, therefore, any manufacturer may quote his own identical products against such item by giving justification and enclose literature.
22. The product offered should comply with all the provisions of the drugs and cosmetic act and rules framed thereunder. The manufacturer / tenderer is required to furnish a Certificate of warranty for each deliver /lot batch wise. In case of inferior / substandard supplies and deterioration during the prescribed life of item, action / penalties as per provisions contained in Drug rules will be imposed.



GENERAL

23. The tenderer should give a guarantee as follows for a particular item / stores / biological and other products (having specific life period) to safeguard against the losses on account of deterioration with their stated period of potency.

“ The contractors/ sellers hereby declare that the goods / stores/ article sold to the buyer this contract shall be of the best quality and workmanship and shall be strictly in accordance with the specifications and particulars contained / mentioned in the description clauses hereby. If the said goods / stores / articles are discovered even at a later date not to conform to the description and quality aforesaid or have deteriorated during the prescribed life of item (and the decision of the purchaser in that behalf will be final and conclusive) the purchaser (RGCI) will be entitled to reject the said goods/ stores/ articles or such portion there of as may be discovered not to conform to the said description and quality. On such rejections, the goods/ articles/ stores will be at the seller’s risk and all the provisions herein contained relating to the rejections of goods etc. or such portion thereof rejected by the purchaser shall apply and the supplier will have to replace immediately the stores lying unconsumed at his cost and responsibility for any undue harm due to quantity consumed will be his. In case of default for replacement of rejection beyond 10 days the supplier will have to pay double the amount or quantity notified to him and pay such damages as may arise by reason of breach of the conditions herein contained. Nothing herein contained shall prejudice any other rights of the purchaser in that behalf under the contract of otherwise.”

23. The terms and conditions governing this Rate Contract as indicated above shall be binding on the tenderers for which an acceptance-cum-acknowledgement in the form below shall have to be provided duly signed and accepted while submitting the tender. Any tender not accompanying the above acknowledgment with the tender form will be summarily rejected. The tenderer will have no option to remove and or substitute any self contained terms and conditions and terms contained herein will be binding on tenderer.

24. The details of all the intended supplies are to be provided in the form of MS OFFICE, EXCEL spread sheet. The format of the tender presentation can be obtained from Material Manager, RGCI. Duly attested hard copy of the same format to be submitted along with the tender document.

CHIEF EXECUTIVE OFFICER

ACCEPTANCE - CUM - ACKNOWLEDGEMENT

1. The terms and conditions governing the Rate Contract are fully understood by me/us and I/ We agree to abide by them. The rates, quoted by me are valid and binding on me for acceptance for the year 2010 - 12.
2. I, the undersigned, hereby bind myself to supply to RGCI, Delhi during the year 2010 - 12 the articles shown in the Rate Contract here to annexed at the rates specified against them.
3. That the articles shall be of the best quality & kind and as per the requirements of the Institutions. The decision of the RGCI, Delhi as regards the quality and kind of the articles shall be final and binding on me.
4. I agree that in case of failure to supply the material for which a supply order will be placed upon me within the stipulated date of delivery, the Institution can go for purchase of the same at my risk.
5. I will submit the sample as and when required within the stipulated period.
6. The conditions herein contained 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 CHIEF EXECUTIVE OFFICER, RGCI, Delhi.
7. I shall execute an agreement on stamped paper of Rs. 50/- (Rs.Fifty Only) in case my Rate Contract is accepted and if I am asked to act so. An agreement will be executed by me within 7 days of the intimation of acceptance of rate for the tender. However, this to be treated as agreement otherwise.
8. The said officer shall be deemed if necessary to change any article on its being found to be of inferior quality, it shall be replaced by me in time to avoid any inconvenience.

Signed _____

Name _____

Designation _____

Name & Address of the Company _____

(Official Stamp)

(Please read the terms & conditions, sign acknowledgment and fill up with your quotation).