

Office of the Medical Superintendent  
Regional Hospital Kullu Distt. Kullu H.P.  
E-mail: rkskulluhp@gmailm  
Telephone Number: 01902-222350  
Website: <https://www.hptenders.gov.in>

**NOTICE INVITING TENDER (NIT)**

Tender Reference Number: HFW/KLU/NIT/Med.-Dialyses/2025/- 9364

Dated: 09/01/2026

E-tenders are invited from registered Firms, Proprietorship firm(s)/ Partnership firm(s) / Company/ Corporation/Cooperative Society or any legal entity for providing of **MEDICINES & CONSUMABLE ITEMS for the Dialysis Center Regional Hospital Kullu Distt. Kullu, Under Himcare/Ayushman**. Prescribed tender form can be downloaded from website <https://www.hptenders.gov.in> on or before last date and time for submission of tender. The Last date and time for submission & uploading of filled in tender documents is **20.01.2026 up to 05.00 PM**. The Tender will be opened on **21.01.2026 at 11:00AM**. Duly completed tender form along with Cost of Tender Document (₹ 500/-), Earnest Money Deposit of ₹ 50,000/-(Rupees twenty Thousand only ) in the form of Fixed Deposit Receipt (FDR) pledged in favour of (Medical Superintendent Regional Hospital Kullu, H.P) issued by any of the Scheduled Bank or cost of tender document and EMD can be deposited through on line submission facility available on the website <https://www.hptenders.gov.in> . The proof of deposit should be upload on the website <https://www.hptenders.gov.in>.

All subsequent corrigendum, modifications and clarifications in respect of this tender will be published only on aforesaid websites only. The bidders are advised to visit the aforesaid website regularly. The undersigned reserves the right to reject any or all the tender offers without assigning any reason at any stage.

Medical Superintendent,  
Regional Hospital Kullu.  
Phone: 01902-222350  
Website:  
<https://www.hptenders.gov.in>  
Email id: [rkskulluhp@gmail.co](mailto:rkskulluhp@gmail.co)

**OFFICE OF THE MEDICAL SUPERINTENDENT  
REGIONAL HOSPITAL KULLU DISTT. KULLU**

E-mail: rkskulluhp@gmail.com  
Telephone Number: 01902-222350

Tender Reference Number:-HFW/KLU/NIT/Med.-Dialsys/2025/-9364

Dated: 09/01/2025

**E-TENDERING SCHEDULE:-**

Date & Time of on-line publication :	09.01.2026, 05:00PM
Period for Downloading of e-tender document :	09-.01.2026 to 20.01.2026 up to 5.00 PM.
Date & time for Pre-bid meeting :	15.01.2026, 11:00 AM
Place of Pre-Bid Meeting :	<b>Medical Superintendent, Regional Hospital Distt. Kullu H.P.</b>
Date of bid submission start	09.01.2026, 05:00 PM
Last date and time for submission /uploading of e-tender along with cost of tender document, Earnest Money Deposit :	20.01.2026 up to 05:00PM <b>Medical Superintendent Regional Hospital Distt. Kullu H.P.</b>
Date & Time for opening of Eligibility Bid :	21.01.2026 at 11.00 AM <b>Medical Superintendent Regional Hospital Distt. Kullu H.P.</b>
Cost of the tender document :	Rs 500/-(Demand Draft {Non Refundable}) In favour of Tender inviting Authority
Earnest Money Deposit (EMD) :	Rs.50,000 in the shape of Demand Draft or Fixed Deposit Receipt (FDR) duly pledged in favor of <b>(Medical Superintendent Regional Hospital Distt. Kullu H.P.)</b> .

If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose.



**A. INSTRUCTIONS FOR SUBMISSION OF COST OF TENDER DOCUMENT AND EARNEST MONEY DEPOSIT**

1. The tender document and other instructions can be downloaded or viewed from the portal <https://hptenders.gov.in>
2. Cost of tender document (non-refundable) of Rs. 500/- , be deposited in the shape of demand draft issued by any of the scheduled Bank or through on line submission facility available on website <https://www.hptenders.gov.in> and Earnest money deposit of Rs. 50,000/- be deposited in the form of fixed deposit Receipt (FDR) pledged in favour of **(Medical Superintendent Regional Hospital Distt. Kullu H.P.** minimum for a period of six months) or Demand Draft ( DD) issued by any of the scheduled Bank or cost of tender document and EMD can be deposited through online submission facility available on website <https://www.hptenders.gov.in> .
3. In case of deposit through DD/FDR the same should be dropped in the tender box kept in the office of **(Medical Superintendent Regional Hospital Distt. Kullu H.P.)**. The envelope should be superscripted **“Tender for MEDICINES & CONSUMABLE ITEMS for the Dialysis Center Regional Hospital Kullu Distt. Kullu Under Himcare/Ayushman”**. The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.
4. The proof of deposit of Tender Fee and EMD should be uploaded on the website <https://www.hptenders.gov.in> . in the technical bid failing which bidder will technically disqualified. However, MSEs are exempted from submission of EMD as per Govt. policy but bidder have to product the certificate of relevant category of MSEs under procurement.

**B General Instructions**

- a) Tenders not confirming to the essential requirements, as per check list will be rejected and no correspondence thereof shall be entertained whatsoever.
- b) Price bid of only those bidders shall be opened who are found eligible at the pre-qualification stage.
- c) The period of contract will be a period of one year from the date of award of work. However, contract can be extended for another one year on the basis of performance of successful bidder and mutual consent of parties.
- d) **All the consumable and injectable under procurement should be Generic Only which should be compatible to use on Fresenius 4000 8S Model of dialysis machine.**

- e) Bids submitted must be unconditional and no communication will be made till the finalization. Late and delayed tenders will not be accepted.
- f) **Medical Superintendent Regional Hospital Distt. Kullu H.P.** reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- g) Due to unforeseen reasons, if the tender is not opened on the scheduled date and time same will be open on next working day at the same time. MS RH kullu is not responsible for any postal delay.
- h) Offer will be valid for 120 days from the opening of technical bid.
- i) The tenderer quoting rates for the medicines should have valid WHO G.M.P. certificate (Goods Manufacturing Certificate) as per revised schedule "M" of the Drugs & Cosmetics Act, 1940 as amended from time to time & rules there under and GLP (Goods Laboratory Practices) Certificate as per schedule L1 of the Drug and Cosmetics Rules.
- j) **Bidder are required to quote the rate for each item under procurement in this tender. Non quoting the rate for any of items leads to rejection/ invalid. Besides, tenderer quotes nil rates against each item in item wise rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer and earnest money deposited shall be forfeited.**

#### C Sample Clause

All the bidder have to submit the samples of required items as mentioned against in the list of medicine/consumable under Sr. No. 21 *during technical evaluation (bid).*

#### D Instructions for e-bidding

1. The Service Provider/Contractor (bidders) should register on website <https://hptenders.gov.in> and obtain User-ID and Password before tendering. In case of any problem; you may contact office of **Medical Superintendent, Regional Hospital, Kullu Distt. Kullu (HP)**, on Phone No.( 01902-222350 ).
2. Entire tender process will be carried out on line through above mentioned website. Service Provider/Contractor (bidders) are advised to procure E-Token / Digital Signing Certificate from suitable vendors or from any authorized agency.
3. Before submission of online bids, bidders must ensure that scanned copies of all necessary documents shall have been uploaded with the bid.
4. The process for e-tendering can be observed/practiced on demonstration site <https://demoeproc.nic.in>.

5. Service Provider/Contractor (bidders) are advised to check / see website <https://hptenders.gov.in> regularly to check for any amendment / corrigendum in the tender document. All subsequent notifications / amendments / notices shall be published only on the aforesaid website only.
6. The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of Service Provider/Contractor (bidders) who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose. The undersigned reserves the right to accept or reject any or all tenders in part or whole without assigning any reason, what so ever.
7. Bidders are requested to study the tender form and all its terms & conditions carefully with full understanding of its implications before submission of their sealed tender bids as no excuse or objection with regard to the understanding of the tender document or any of its terms & conditions or Annexure(s) will be entertained after submission of the tenders/bids.
8. The fee/cost of the Tender form is non-refundable under any circumstances.

**E. THE E-TENDER DOCUMENT SHALL BE UPLOADED IN TWO PARTS:**

1. **Pre-qualification/Eligibility Bid:** The Service Provider/Contractor/bidder shall submit and upload required documents, information required as per tender document. It shall contain scanned copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and digitally signed. All the documents must be scanned and uploaded in PDF format with 100 dpi with black and white option. The scanned documents should be clear and legible.
2. **Financial Bid/Price Bid/BOQ:** It shall contain financial bid / BOQ uploaded in .xls and breakup of charges in .pdf format which will be available for Service Provider/Contractor (bidders) on website <https://hptenders.gov.in>. The financial bid / BOQ will be opened only of those Service Provider/Contractor (bidders) who qualify technical evaluation /Pre-qualification/Eligibility Bid criteria. Financial Bid /BOQ will not be accepted in physical form. Date & Time for opening of Financial Bid/Price Bid/BOQ shall be published on the aforesaid website after technical evaluation.

**F Eligibility Criteria for Participation in the Tender :-**

- a) The Service Provider/Contractor/bidder should be registered Firm, Proprietorship firm(s)/Partnership firm(s)/Company/Corporation/Cooperative Society or any legal entity.
- b) Copy of valid registration certificate/drug license confirming Registration No. of the service provider / contractor firm must be uploaded for relevant category of medicines.
- c) The Service Provider/Contractor/bidder must have Goods and Service Tax (GST) registration Copy of the registration certificate must be uploaded.
- d) Copy of PAN No. must be uploaded.
- e) Copy of Income tax Return of last three financial years 2022-23,2023-24 and 2024-25 must be uploaded.
- f) The Service Provider/Contractor shall upload a certificate that the Service Provider/Contractor (bidder) is not black listed/conducted/debarred from anywhere on his letter head. Hiding any such information and furnishing false declaration, shall lead to disqualification of bidder during the process of tender.
- g) The bidder must have average turnover (per year) not less than Rs. 20,00,000/- (Rupees Twenty lakhs only) in the preceding three years i.e. 2022-23,2023-24 and 2024-25. Audited copy of turnover duly verified by CA for above three years should be attached with the bid.

**G AMENDMENT TO TENDER DOCUMENTS:**

If any amendment/modification is made with the prior approval of the Govt., the same will be conveyed to the Tender Inviting Authorities and further to be uploaded by the concerned Tender Inviting Authorities on website <https://www.hptenders.gov.in> and will be binding on the Service Provider/Contractor (bidder).

**H Other terms & conditions**

1. Tenders not confirming to the essential requirements, will be rejected and no correspondence thereof shall be entertained whatsoever.
2. In case the Service Provider/Contractor is an Association, consortium or joint venture, the Service Provider/Contractor shall upload a power of attorney authorizing the signatory of the tender to sign /execute the Service Provider/Contractor for each member of the partnership, consortium or joint venture.

3. Price bid of only those Service Provider/Contractor shall be opened who are found qualified in Pre-qualification/ Eligibility Bid. Time & Date for opening of Price Bid shall be fixed and intimated only to the qualifying Service Providers/Contractors.
4. The tender document should be signed by the Service Provider/Contractor himself/or by an authorized signatory.
5. Every paper of the tender document should be signed by the Service Provider/Contractor with seal of Agency/ Firm before uploading and it will be treated as agreement in respect of successful bidder after award of work.
6. The envelope containing Cost of tender document, Earnest Money Deposit, and all the required documents for technical evaluation should be superscripted "**Tender for MEDICINES & CONSUMABLE ITEMS for the Dialysis Center Regional Hospital Kullu Distt. Kullu**" and addressed to Medical Superintendent, Regional Hospital, Kullu District Kullyu HP. The name of the bidder, complete postal address, and Mobile No. must be mentioned on the left hand side corner of the envelope.
7.
  - a) EMD must be deposited in the shape of Demand Draft in favour of Tender inviting Authority or Fixed Deposit Receipt (FDR) ( Minimum for a period of Six Months duly pledged in favour of **Medical Superintendent Regional Hospital Distt. Kullu H.P.** No other mode of payment is acceptable. EMD will not carry any interest.
  - b) The Proof of payment must be uploaded in the Technical Bid.
  - c) EMD in case of unsuccessful Service Provider/Contractor will be refunded to them within 30 days of award of the contract to the successful Service Provider/Contractor without any interest.
  - d) EMD will be forfeited in the event of the Service Provider/Contractor withdrawing or modifying his bid after opening of the tenders and till completion of the tender process i.e. till award of the contract or in the event of the Service Provider/Contractor who has been awarded the contract declining to honour the same.
  - e) In case the EMD or proof of remittance of the EMD is not found submitted in the Technical Bid envelope or the EMD has not been submitted in the mode specified, the tender shall be liable to be rejected.
8. The Tender Inviting Authority will deduct Income Tax at source under section 194-C of the Income Tax Act, 1961 from the Service Provider/Contractor as applicable.

9. **Performance Security:-**

The successful Contractor shall deposit Performance Security @5% of total bid value in the form of FDR/bank Guarantee from Scheduled bank **Medical Superintendent Regional Hospital Distt. Kullu H.P.** for the due performance of the contract. In the event of any breach / violation or contravention of any terms and conditions contained herein by the Service Provider/Contractor, the said security deposit **shall be forfeited by** the Tender Inviting Authority. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest shall be paid by the Tender Inviting Authority on earnest money or security deposits. The security deposit will be returned to the Service provider/contractor when due after Satisfactory performance of the services of the contract and on completion of all obligations by the Service provider/Contractor under the terms of the contract and on submission of a "No Due Certificate.

10. The Tender Inviting Authority (**Medical Superintendent Regional Hospital Distt. Kullu H.P.**) reserves the right to cancel/ reject full or any part of the tender which Service Provider/Contractor do not fulfil the conditions stipulated in the matter.
11. Service Provider/Contractor submitting a tender would be presumed to have considered and accepted all the terms and conditions. No inquiry, verbal or written, shall be entertained in respect of acceptance rejection of the tender.
12. Any Act on the part of the Service Provider/Contractor to influence anybody in the Department is liable to rejection of his tender.
13. The Service Provider/Contractor shall provide a non-judicial stamp paper of Rs. 100/- for preparing a Rate Contract Agreement.
14. That the tenders not conforming to the requirements will be rejected and no Correspondence thereof shall be entertained whatsoever.
15. In case of any dispute or difference, the award of the Arbitrator i.e. Principal Secretary (Health), Govt of Himachal Pradesh or any of his authorized representative will be final and binding on the parties to the contract and the courts of Local Area in the state of Himachal Pradesh shall only have the exclusive jurisdiction in the dispute. The arbitration proceeding shall be governed by Arbitration Act 1986.
16. Bid validity will be for a period of 90 days from the opening of the bid. Prior to the expiry of the original bid validity period, the tendering authority may, as its discretion, request bidders to extend the bid validity period, for a specified period.

## 17. Quality of goods

1. Medicines/injections supplied shall meet all the standard norms of the quality for those goods prescribed by the concerned government authority and or of the same specification mentioned in the tender document.
2. Purchaser reserves all rights to verify the quality of goods supplied by supplier through any government approved/identified agency.
3. If it happens to be came to the notice at any point of time that the goods supplied are of substandard quality or not as per required specification a notice will be issued to the supplier to provide documentary evidence to prove the quality/specification of goods supplied and it should be proven by the supplier within 30 days from the date of issue of such notice. All cost for quality proven on the basis of such notice shall be borne by the supplier.
4. If the supplier fails to prove the quality within the stipulated timeframe, payment for such substandard goods shall not be released. **Medicines/injections having expiry less than 18 months will not be accepted.**
5. The quality proof certificate such as ISO/GMP certificate etc should be furnished wherever applicable along with supply of medicines.
6. **Demand of medicines & Consumable is tentative and subjected to increase and decrease as per actual requirement.**

## 18. Delivery:

1. Place of delivery of all medicines and injections shall be Regional Hospital Kullu.
2. All cost of transportation, incidental charges and loading and unloading charges upto place of delivery shall be borne by the supplier.
3. Supplier shall pack the medicine and injections in strong cases sufficiently stuffed with packing materials to avoid any breakage/damage/loss in transit till the reaching at the place of supply.
4. Being urgent nature of medicines under tender document, successful bidder shall provide the required medicine as per demand not later than 15 days in any case, failing which penalty clause will be inflicted as per clause 20 below.

19 **Termination of contract:-**

1. The period of contract will be a period of one year from the date of award of work. However, contract can be extended for another one year on the basis of performance of successful bidder and mutual consent of parties.

2. Violation of any of the conditions of tender document or supply order or contract agreement to be executed shall entail cancellation of tender/contract and initiate legal action against the bidder including the blacklisting the firm.

20 **Penalty clause:-**

In case, contractor/supplier failed to provide the supply of required medicines within 15 days from the date of supply order penalty will be imposed @0.5% (Zero point five percent) per week in delay on total taxable value of supply. Repeating delay in supply of medicine as per demand, up to maximum three times will lead to termination of contract and forfeiture of Performance security.

21 List of medicine/consumable required for dialysis is as under:-

Sr. No.	Name of Items	Sample Required
item1	AV Fistula Needle 17G	No
item2	AV Fistula Needle 16G	No
item3	Blood tubing	Yes Sample Required
item4	Cotton Roll 500gms	No
item5	Dialyser-Reuse Fresenius F6-HPS (Pack of 12 Pec.)	Yes Sample Required
item6	Dialyser-single use (Pack of 24 Pec.)	Yes Sample Required
item7	Dialysis fluid part A 10 ltr.	Yes Sample Required
item8	Dialysis fluid Part B dry 830 Gms 10 ltr mix	Yes Sample Required
item9	Dialysis fluid Part A Potassium Free 10 Litr.	Yes Sample Required
item10	Diasafe Plus Filter Plus (Fresenius Medical Care)	Yes Sample Required
item11	Disposable Bedsheet 6feetX4 feet (100 Pec. Pack)	No
item12	Dsiposable on off Kit	No
item13	Disposable syringe 10ml	No
item14	Disposable syringe5ml	No
item15	Surgical Gloves size 6.5 (50 Pairs Box)	No
item16	Surgical Gloves size 7.0 (50 Pairs Box)	No
item17	Surgical Gloves size 7.5 (50 Pairs Box)	No

item18	<b>Examination Gloves 1 box (100 Piece )</b>	No
item19	<b>Inj Heparin (25000IU)</b>	No
item20	<b>IV Set (pack of 25Piece)</b>	No
item21	<b>Micropore tap 1 inch (Box of 12 Piece)</b>	No
item22	<b>Noramal Saline 1000ML</b>	No
item23	<b>Noramal Saline 500ML</b>	No
item24	<b>Normal Saline 100ml</b>	No
item25	<b>RO Filters 0.5 micron</b>	No
item26	<b>RO Filters 0.2 micron</b>	No
item27	<b>Inj Iron Source (100mg)</b>	No
item28	<b>Inj Darbepoetin alfa (40mcg</b>	No
item29	<b>Inj Recombinant Human Erythropoietin Alfa (10000IU)</b>	No
item30	<b>Inj Recombinant Human Erythropoietin Alfa (4000IU)</b>	No
item31	<b>Transducer Protector (Pack of 100)</b>	Yes Sample Required
item32	<b>Rena Acid (Peracetic acid) 200ml</b>	No
item33	<b>Sodium Hyprochloride 5% 5Ltr</b>	No

item34	D125 1 Litr	No
item35	Fixomull tape 3mtr	No
item36	Salt for water softner 25kg (RO Plant)	No
item37	Accusre glumeter strips (50 strips)	No
item38	Hydrogen peroxide solution 400ml(6.5%)	No
item39	Gauze Than (90cm)	No
item40	Machine Disinfectants Citrosterile 5ltr Cane	No
item41	Face Mask Disposable (pack of 100 Pieces)	No
item42	Inj Dextrose 25%100ml	No

**Note:-1 Prescribed Ayshmanh/Himacare reimbursement as per NHM guidelines letter dated 26.07.2025 is Rs. 1500/Per session. Bidder are advised to keep above unit cost/session in view while quoting the rates.**

**Note:-2 Above quantity will be required as per actual inflow of patients to RH Kullu.**

**Note:-3 All the consumable and injectable under procurement should be Generic Only which should be compatible to use on Fresenius 4000 8S Model of dialysis machine.**

**TECHNIACL BID)**  
(To be filled by the Tenderer)

From:

To:

The Medical Superintendent,  
Regional Hospital, Kullu, HP.  
Subject:- Submission of technical bid for supply of MEDICINES & CONSUMABLE  
ITEMS for the Dialysis Center Regional Hospital Kullu Distt. Kullu Under  
Himacare/ Ayushman.

Sir,

Reference :- Tender Notice No. Dated \_\_\_\_\_

I/ we am/ are furnishing the following documents/ particulars with reference  
to above mentioned NIT as under for technical evaluation:-

- A). Details of Firm/ individual with full details  
of address for correspondence:  
Name of the Firm/ individual :
- B) Telephone/ Mobile No.- Office  
Residence  
E-mail
- a) Letter of authorization, in case representative is sent to participate in the tender opening  
process.  
b) Bank draft for "**Cost of Tender**" payable at Kullu HP drawn in favour Medical Superintendent,  
Regional Hospital, Kullu, HP.  
c) **Bid Security** in the shape of **Fixed Deposit Receipt only**, duly pledged in favour of Medical  
Superintendent, Regional Hospital, Kullu, HP.  
d) Copy of valid Registration under GST Act .  
e) Income tax return for the Financial Years 2022-23,2023-24 and 2024-25.  
f) Copy of valid PAN Number.  
g) Tender document duly signed (each page) by the tenderer.  
h) An undertaking to the effect that firm/company has not been blacklisted as stated above.  
i) Copy of valid registration certificate/drug license confirming Registration No. of the service  
provider / contractor firm for relevant category of medicines.  
j). Audited copy of turnover duly verified by CA for three financial Year 2022-23,2023-24 and 2024-25  
years should be attached with the bid.

Name, Address and Signature  
of the Tenderer/Agency

**“For technical bid”**

**“DECLARATION”**

“I / we hereby declare that I / we have carefully gone through the terms and conditions of Bid invited vide Tender Notice No. \_\_\_\_\_ in detail and agreed to the rates submitted by me / us in the Rate Sheet and I / we agreed in full” :-

1) Signature of the party : \_\_\_\_\_

(Full Name in block letters)

Capacity in which offer is signed : \_\_\_\_\_

(Rubber stamp is required)

2) Full Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number (O) :

(R) :

Signature of the bidder

Or the Authorized signatory & Seal.



“For technical bid”

**PARTICULARS OF BID SECURITY (EMD)**

FDR No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_  
Bank \_\_\_\_\_ Branch.

Signature of the bidder  
Or the Authorized signatory & Seal.

**PARTICULARS OF Tender cost**

Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for Rs. \_\_\_\_\_  
Bank \_\_\_\_\_ Branch.

Signature of the bidder  
Or the Authorized signatory & Seal.

**SCHEDULE- 'B'**

**Agreement**

**Title of the tender :-** "TENDER FOR SUPPLY OF MEDICINES & CONSUMABLE ITEMS for the Dialysis Center Regional Hospital Kullu Distt. Kullu Under Himcare/Aushman "

**Tender ID No.:-**                      **Tender Reference No.:-**

**Date of tender opening :**

This contract is to last from .....to ..... but in the event of any breach of the agreement at any time on the part of the Contractor, the contract may be terminated summarily by the Medical Superintendent, Regional Hospital, Kullu, HP, without compensation to the Supplier.

Any change in the constitution of the firm shall be notified forthwith by the contractor/ supplier in writing to the authority sanctioning the contract and such change shall not relieve any former partner of the firm from any liability under the contract.

No new partner/partners shall be accepted in to the firm by the Contractor in respect of this contract unless he/ they agree to abide by all its terms, conditions and deposit with the officer sanctioning the contract a written agreement to this effect.

The contractor's receipt of acknowledge or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purposes of the contract.

2. The Contractor/ supplier will supply nothing but genuine services described in Tender document & NIT as per indent/ requirement of the Department. **No guarantee can be given as to the quantity which will be ordered during this period.** The Medical Superintendent, Regional Hospital, Kullu, HP reserves to himself the right to obtain contracted items of stores when available from any Government source/ approved source without any pre-judice to this contract. He further reserves the right to negotiate any of the tenderers and award parallel rate contract to any or all of the participating tenderers.

3. The services to be supplied under this contract will be of the quality equal and answerable in every respect to the specifications given in the list accompanying with the tender and approved by the Medical Superintendent, Regional Hospital, Kullu, HP. The Supplier/ tenderer shall be responsible for all complaints as regard the quality. In case of any dispute regarding quality of articles, the decision of the Medical Superintendent, Regional Hospital, Kullu, HP, will be final and binding on the contractor. It will be open to the Medical Superintendent, Regional Hospital, Kullu, HP, or indenting officer to send samples to any laboratory for testing and the cost there of will be borne by the tenderer/contractor.

4. The Medical Superintendent, Regional Hospital, Kullu, HP, may, by notice in writing call upon the contractor/supplier to supply additional items to serve as sample, and upon receiving such notice in writing the contractor shall at his own cost be bound to supply the additional samples, such additional samples being in all respects of the same quality as the sample first supplied.

5. The supplier/ tenderer will be responsible for damage or loss in transit and replace goods broken or lost or damaged within 10 days from the date of notice thereof.

6. The conditions as to time for performance whether laid down herein or in any indent shall be always regarded as the essence of the contract.

8. The Medical Superintendent, Regional Hospital, Kullu, HP, or any authorized officer of the Department or indenting officer shall have the power to inspect the stores before, during or after manufacture, collection, dispatch, transit or arrival and to reject the same or any part or portion after written approval of Medical Superintendent, Regional Hospital, Kullu, HP, if he or they are not satisfied that the same is equal or according to the samples submitted by the contractor. The contractor shall not charge or be paid for supplies rejected as above and such supplies shall be removed by the contractor at once and at his own expense. He shall neither claim nor be entitled to payment for any damage that rejected supplies may suffer from any harm whatsoever incidental to a full and proper examination and test of such supplies. Government shall be under no liability whatever for rejected supplies and the same will be at the contractor's risk. Rejected supplies shall be removed by the contractors within 10 days after notice has been issued to him of such rejection and failing such removal rejected goods will be at contractors' risk and Government may charge the rent for the space occupied by such rejected goods.

16. No payment will be made in advance for any supplies under this contract.

16(i) Payment will be made after the satisfactory report. In case of adverse laboratory report, supplier has to replace the supply in question immediately. No. correspondence in this regard will be entertained.

17. The contractor/supplier shall not: -

- i) Assign or sublet the contract without written approval of the officer sanctioning the contract.
- ii) Disclose details of the conditions governing this to unauthorized person.
- iii) In the event of the contractor/supplier failing duly and properly to fulfill or committing breach of any of the terms and conditions of this contract or repeatedly supplying goods liable to rejections hereunder or failing, declining, neglecting or delaying to comply with any demand or requisition or otherwise not executing the same in accordance with the terms of this contract or if any contractor or his agent or servants being guilty of fraud in respect of this contract or any other contract entered into by the contractor or any of his partners or representatives thereof with the Government directing, giving, promising or offering any bribes, gratuity, gift, loan, perquisite, reward or advantages pecuniary or otherwise to any person in the employment of Government if



(To be Enclosed with Technical Bid)

CHECK LIST

CERTIFICATES/DOCUMENTS/ANNEXURES TO BE SUBMITTED WITH TECHNICAL BID

Sr. No.	Detail of documents	Yes/No	Please mentioned page no. also
1.	Letter of authorization, in case representative is sent to participate in the tender opening process.		
2.	Bank draft for <b>“Cost of Tender”</b> payable at Kullu HP drawn in favour Medical Superintendent, Regional Hospital, Kullu, HP.		
3.	<b>Bid Security</b> in the shape of <b>Fixed Deposit Receipt only</b> , duly pledged in favour of Medical Superintendent, Regional Hospital, Kullu, HP.		
4.	Copy of Registration under GST Act.		
5.	Income tax return for the Financial Year 2022-23,2023-24 and 2024-25.		
6.	Copy of PAN Number.		
7.	Tender document duly signed (each page) by the tenderer.		
8.	An undertaking to the effect that firm/company has not been blacklisted as stated above.		
9.	Copy of valid registration certificate/drug license confirming Registration No. of the service provider / contractor firm for relevant category of medicines.		
10.	Audited copy of turnover duly verified by CA for three financial Year 2022-23,2023-24 and 2024-25 should be attached with the bid.		

Note:- Above format should not be left blank.

Name, Address and Signature

of the Tenderer/Agency

any of his partners become insolvent or apply for any relief as insolvent debtor or commence any insolvency proceeding or make any compositions with his/ their creditors or attempts to do so then without prejudice to Government's right and remedies otherwise Government shall be entitled to terminate this contract forthwith and to blacklist the contractor for period not exceeding one year for the date of issue of such orders.

18. If any question, difference or objection whatsoever shall arise in any way connected with or arising out of this instrument or the meaning or operation of any part thereof or the rights, duties or liabilities of either party then save in so far as the decision of any such matter is hereinbefore provided for and has been so decided, every such matter including whether its decision has been otherwise provided for and or whether it has finally decided accordingly or whether the contract should be terminated or has been rightly terminated in whole or part and as regards the rights and obligations of the parties as the result of such termination shall be referred for arbitration to any officer appointed by Himachal Pradesh Government acting as such at the time of reference and his decision shall be final and binding and where the matter involves a claim the amount if any awarded in such arbitration shall be recoverable in respect of the matter so referred. All the other clauses of tender will consider as part of this agreement for all purposes.

19. If the price of a contracted article is controlled by Government, the payment will in no case be made at higher rate than the controlled rate.

20. The price charged for the services under the contract by the contractors shall in no case exceeds the lowest price at which the contractor sells the stores or offers to sell stores of identical description to any person/ organizations including the purchaser or any department of the Central/ State Government or any authority undertakings of the central or state government, as the case may be during the period till performance of all supply orders placed during the currency of the rate contract is completed.

22. All disputes shall be settled within the jurisdiction of District Court Kullu/High Court of Himachal Pradesh.

23. The bid security/EMD and performance security shall be addressed to the Medical Superintendent, Regional Hospital, Kullu, HP, in the shape of Fixed Deposit Receipt only duly pledged and issued by any Nationalize Bank.

Signature of the bidder  
Or the Authorized signatory & Seal.

Medical Superintendent,  
Regional Hospital, Kullu