



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Uttar Pradesh

e-Stamp



Certificate No. : IN-UP07073222492645T
Certificate Issued Date : 21-Oct-2021 11:42 AM
Account Reference : NEWIMPACC (SV)/ up14266004/ LUCKNOW SADAR/ UP-LKN
Unique Doc. Reference : SUBIN-UPUP1426600403567954654064T
Purchased by : APEX BIOMEDICAL
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : Not Applicable
Consideration Price (Rs.) :
First Party : DIRECTOR SGPGI LUCKNOW
Second Party : APEX BIOMEDICAL
Stamp Duty Paid By : APEX BIOMEDICAL
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



-----Please write or type below this line-----

Sanjay Gandhi Post-graduate Institute of Medical Sciences

Raebareli Road, Lucknow – 226014 (UP)

Investigation Revolving Fund (IRF)

Phone: 0522- 2494042, 2494040, E-mail: irfreport@sgpgi.ac.in

(SGPGIMS/ Institute/ IRF to be referred as Rate Contract Issuing Authority/ Department)

Ref. No: PGI/ IRF/OT/372/2020-21/Vol-I/RC- R024
(RSD No. 9865/20 dated 03.11.2020)

Issuing date: 01.11.2021

Addressed & Issued in favour of / to:

M/s Apex Bio Medicals

2nd Floor, Shop no. Pvt. no. 223 & 224 KH. no. 215,

Sarja Market Sector-7, Village-Naharpur, New Delhi-110085

Statutory Alert:

- 1 The authenticity of this Stamp certificate should be verified at 'www.shicilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- 2 The onus of checking the legitimacy is on the users of the certificate
- 3 In case of any discrepancy please inform the Competent Authority

My Man

Sub: Rate Contract for the supply of All pre-analytical items, it includes all types of blood collection vials and other products, against open e-Tender ref No: PGI/IRF/OT/372/2020-21 dated 26.02.2021 (e-Tender Id: 2021 SGPGI 560049 1), except equipment, apparatus, services, spares for a period of two years.

Dear Sirs,

This refers to your Financial Bid (Part-II) against open e-Tender (e-Tender ID: 2021_SGPGI_560049_1) & subsequent techno commercial negotiation held with you on 24.09.2021 by IRF Management Committee regarding the supply of Nuclear Medicine consumables etc. against open e-Tender ref no: PGI/IRF/OT/372/2020-21/ dated 26.02.2021 Technical bid opened on 30.03.2021, except equipment, apparatus, services, spares for a period of two years. The IRF Management Committee is pleased to award the rate contract on the following terms & conditions.

1. **Procurement on supply order basis:** - Supply of material covered under the rate contract will be made on the basis of written supply order with terms and conditions mentioned therein. It will be the responsibility of supplier to have an access with IRF to maintain the optimum inventory level. This has been decided to tide over the problem of over stocking including near expiry / slow moving / non moving items, for which following mechanism will be observed: -

(i) Besides having liaison with user department, you are allowed to obtain information to know the consumption pattern / reports of the items concerned.

(ii) In hand stock position at IRF Store, IRF or peripheral sub stores of the department can also be obtained.

(iii) Information from IRF Stores to know the status of expiry / slow moving / non-moving products.

(iv) Company will own the responsibility of overstocking & expiry.

(v) Company will actively take preventive measures and inform SSPO/Chief Medical Superintendent /Chairman (IRF) in writing about any specific item / quantity mentioned in supply order that may lead to overstocking / expiry.

(vi) In case of any difficulty in getting the feedback from IRF stores or peripheral departmental stores, they may contact SSPO / Chief Medical Superintendent /Chairman (IRF)/ Director.

2. **Schedule of the rates:-**

S.No (1)	Bid ref no & dated & total no of pages of financial bid (2)	Ref no. year of the price list approved for R/C (3)	Negotiated & approved discount in % (4)	Special rate offered for bulk supply (5)
1.	As submitted against e-Tender Id : 2021_SGPGI_560049_1 Contains 09 Pages	As quoted in price bid Contains 09 Pages	<ul style="list-style-type: none"> • 16 % on offered rates • Except kits & reagents not covered under the rate contract. 	None
This refers to Bid Serial No: 53				
* Except equipment, apparatus, services, spares.				

3. **Discount:** - As mentioned in column no. (04).

4. **Taxes:** - GST extra as applicable i.e. as per various slabs as mentioned in price bid / list.

5. **Validity of Rate Contract:** - Above rate is valid for a period of two years from the date of issue of Rate Contract. This period may be extended by mutual consent of both parties.

6. **Security Money/Performance Security (Refundable):-** Rs. 50,000/- (Rs. Fifty thousand only) has already been deposited by you through online transaction etc. which would be retained until six months beyond contract period and will be refunded thereafter. You will have to deposit performance security as FDR of any nationalized bank equivalent to 2.5% of last year business done with IRF.

If amount of Performance security exceeds the EMD amount, such balance Performance Security amount over & above the EMD amount should be deposited within 15 days from the award of new Rate Contract.

7. **Rate:** - Any variation in the rates detected at any point of time, the sole responsibility would rest with you and shall invite necessary action as deemed proper. Rate of the goods, if found on higher side will be recovered from your dues & security. If any material is not supplied within scheduled period or delivered material found not up to the mark, the Institute reserves the right to terminate this RC without assigning any reason thereof.

8. **Fall Clause:** - Shall mean, if at any time during the execution of the contract, the contractor reduces the sale price or sales or offers to sale such goods, as are covered under the contract of the Institute (IRF), to any person / organization including the purchaser or any department of Central / State Govt. at a price lower than the price chargeable under the rate contract, he / she shall forthwith notify such reduction or sale or offer of

By Mary

sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. In no circumstances, the rate will exceed the lowest price & in the event of price going down, the rate will be amended. Further the RC holder if registers at GeM Portal during currency of rate contract will have to intimate IRF instantly & immediately. Failure to do so may invite severe action as deemed appropriate by the Institute IRF.

In case any supplier or Bidder or dealer uses the Letter Pad or seal of the principal firm or signs any paper or bidding document or submits any subsequent clarification or justification or rate on behalf of principal firm, it amounts to fake documentation & forgery, such supplier or bidder or dealer may be blacklisted for a period of two years in the Institute either on complaint as & when or the facts is revealed during the scrutiny of documents or verification or on confirmation.

9. **Liability on issuing false certificates etc:** - means a person who issues or submits a false or wrong certificate or declaration prescribed under any provision shall be liable for action.
10. **Liquidated Damages:** - means a term used in respect of contract for supplies. The time for and rate of delivery is considered as the "essence of contract". If a contractor / supplier fails to supply the material at the time for and rate of delivery, stipulated in the supply order then the purchaser, under the provision of standard conditions of the rate contract, shall have the right to recover "Liquidated Damages", In other words, it is a penalty payable by the seller for his failure to deliver the goods in time.
11. **Late delivery clause (LD):** - A penalty of 1% of value of orders per week will be imposed on delayed supply subject to a maximum of 10% of value of the orders. Value of order would be proportionate to the staggered schedule of supply, as mentioned in the respective supply order. Delivery shall be reckoned from the date of supply order.
12. **Tax Invoice must bear the following information:** - must be submitted in five copies at time of delivery of goods stating our TIN No. 09350031850 S for claiming Input Tax Credit duly signed & discharged on revenue stamp along with the receipt Challan. GSTIN number & HSN Code of each billed item should be mentioned on Invoice.
13. **Terms of Payment:** - Bill must have to be submitted to IRF in triplicate alongwith delivery supply of items to IRF. Shall mean 100% payment to the supplier on 30th day from the date of submission of the bills/invoice after receipt of goods in good & satisfactory condition and the pre-receipted bills to be submitted in triplicate with necessary information; however, the following options are available to you.
 - *Option 1.* All suppliers who allow 4% trade discount shall be made payment on same day it submits the bills to IRF store by 12.00 noon otherwise bill will be deemed to be submitted on the next working day.
 - *Option 2.* All suppliers who allow 2% trade discount shall be made payment within three working days of the submission of the bill to IRF store.
 - *Option 3.* Those suppliers who do not wish to avail the opportunity of early payments shall be made payment on the 30th day of the submission of the bill to the IRF store.
 - Payment shall be released only after receipt of 100% supplies of the order against Tax Invoice by NEFT / RTGS.
14. **Replacement Clause:** - Shall mean the items supplied nearing expiry and if not consumed, will be intimated in advance to the supplier and will have to be replaced at the supplier's Fee & risk. Slow moving items may be asked for replacement with other approved items at the discretion of the IRF Cell or user department.
15. **Challan must bear the following information:** - Supply order will be released and you may execute the supplies directly or through your authorized distributor. Challan must bear the information about name of the item as it was mentioned in supply order, name of the item as it is mentioned in your product literature, size of the item, supply order number, supply order date, date of manufacturing, date of expiry, batch number and quantity of each item, HSN Code etc.
16. **Tax Invoice:** - where the GST has been paid on the purchase of goods by the Institute's IRF and such goods have been sold / used in the Institute, the amount of tax paid to the vendor on the purchase of such goods shall subject to input credit of tax paid on the purchase or sale of goods under the rules. The vendor / authorized billing agency shall provide the tax invoice for availing the tax input credit.

Handwritten signature

17. **Termination of Contract:** - In case any party (IRF or the successful Bidder) wants to withdraw from the rate contract, it can do so after giving three months notice in writing.

The Institute reserves the right to cancel the rate contract or any part thereof and shall be entitled to revise the contract fully and / or partly by a written notice to the service provider, if: -

- a. Upon receipt of the said cancellation notice, the vendor shall discontinue all work under Purchase order and matters connected with it.
- b. The Bidder fails to comply with the terms & conditions of contract or
- c. The Bidder becomes bankrupt or goes into liquidation; and / or
- d. The Bidder fails to render the services promptly or
- e. The Bidder does not render qualitative services to the Institute or
- f. A receiver is appointed for any of the property owned by the bidder or
If any information submitted by the bidder is found incorrect then
- g. The Bidder may be blacklisted by the Institute; and / or
- h. The Bidder may be debarred from future participation; and / or
- i. The Institute may impose such embargo on the bidder as deemed fit and / or
- j. The Institute may take such action against the bidder as deemed fit.

18. **Notice:-** Any notice or other information required under or in connection with this tender/agreement to be given by either Party to the other Party, must be in writing and may be given by Speed Post, Registered Post, courier, facsimile transmission, email or comparable means of communication, to the other Party at the following address:

<u>IF TO SUCCESSFUL BIDDER:</u>	<u>IF TO INSTITUTE:</u>
Name:	Name:
Designation:	Designation:
Address:	Tel.:
Tel.:	Fax:
Fax:	Email:
Email:	

19. **Short Expiry:** - There should be minimum 60% shelf life of the items at the time of delivery. Supply of item having less than 60% of shelf life of diagnostics kits & reagents will not be entertained by IRF Store. Unless key indentor recommends for its purchase / usages but a penalty will be imposed on all such short expiry goods with less than 60% shelf life as under- but not less than 60%.
That particular kit will be accepted at discounted rate i.e. 50% or similar kit has to be provided free of Fee or the payment of such kits will be released after a period of six months. All calibrators & controls, culture media, Trypticase Soya Agar with sheep blood, should have minimum 35% shelf life at the time of delivery.
20. **Disputes Arbitration:** - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this agreement or subject thereof or the breach thereof that cannot be settled by good faith and negotiations between the parties within 60 days of the commencement of negotiations shall be settled by mutually referring the dispute to a sole Arbitrator under the provisions of the Arbitration and Conciliation Act, 1996 and the award passed by him shall be binding. The cost of arbitration shall be divided equally.

The seat of Arbitration shall be Lucknow.
The language of the arbitration shall be English.
The law governing this arbitration shall be India.

21. **Jurisdiction:-** Shall mean all disputes are subject to jurisdiction of Courts of Lucknow.

22. All manufacturers / Importers may appoint or terminate his authorized dealers, if any, without assigning any reasons but he has to indicate the duration / period.

Handwritten signature

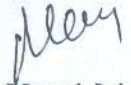
23. **Other terms & conditions:** - Includes the Notice Inviting e-Tender (NIeT), general terms & conditions, definition, & interpretations, instructions, to bidders, as mentioned in tender documents, tender acceptance and submission of declaration & IRF forms etc. Any other term or condition not herein defined shall have the meaning assigned to them, if any, in the Indian Sale of Goods Act or the Indian Contract Act or the General Clauses Act, as amended applicable from time to time.
24. Please return a copy of this letter duly signed & stamped as a token of your acceptance for our records & reference.

Thanking you,

Yours faithfully,



(Junaid Ahmed)
Store Purchase Officer (IRF)



(Prof. Manoj Jain)
Chairman (IRF)

Copy forwarded for kind information & necessary action to:

- | | | |
|------------------------------------|---|--|
| 1. IRF Accounts
2. IRF Purchase | } | This refers to the recommendation of IRF Management Committee dated 24.09.2021 for finalization of RC and Director's approval dated 08.10.2021 at NS- 49 of the file no: PGI/IRF/OT/372/2020-21/Vol-I (RSD No: 9865 dated 03.11.2020). |
|------------------------------------|---|--|