

NORTH DELHI MUNICIPAL CORPORATION (HEALTH DEPARTMENT)



Office of Addl. DHA (Med. &TB)

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No/Addl. DHA (Admin.)/2022/ 163

Dated: 12.04.2022

CORRIGENDUM / ADDENDUM


Subject:- Corrigendum/addendum of the tender reference no. Addl.DHA(Admin)/2022/111 for fixing Rate, Contract and Agency 2022-24 for the purchase of various types of medical gases for its institutions on biennial basis.

Corrigendum and Addendum of NIT terms tender reference no. Addl.DHA(Admin)/2022/111		
Ref. Page / Para/Line	Original NIT	Corrigendum /addendum
Page no.12 Pt no 3	Installation of Liquid Medical Oxygen (LMO) tank/s of sufficient capacity adequate to cater for at least one week.	Installation of Liquid Medical Oxygen (LMO) tank/s as under: Size of vessel 1) Hindu Rao Hospital: 10,000 Ltrs. 2) Kasturba Hospital: 6,000 Ltrs 3) RBIPMT: 6,000 Ltrs. There should be scope for augmentation of capacity at different institutes.
Page no 12 pt no. 9	The tenderer should give an undertaking that if he fails to maintain standards of tank and cylinders/gases and if some mishap occurs, the supplier company shall be responsible for the same.	The tenderer should give an undertaking that if he fails to maintain standards of tank and cylinders/gases till the agreed point of delivery and if some mishap occurs, the supplier company shall be responsible for the same.
Page no. 4 I (A) Technical bid.	Tenders are invited from manufacturers for supply of enlisted Medical Gases & other items mentioned in the inventory. The contract will be valid for 2 years from the date of award of contract and same can be extended twice for a period of 6 months each by the competent authority on already agreed terms and conditions of NIT or till the finalization of next tender or fresh arrangement whichever is earlier. Director Health Administration reserves the right to terminate contract at any stage if supplies and performance is found unsatisfactory on observation of user Department. Director Hospital Administration reserves the right to cancel the tender any time without assigning any reason.	Tenders are invited from manufacturers for supply of enlisted Medical Gases & other items mentioned in the inventory. The contract will be valid for 2 years from the date of award of contract and same can be extended twice on mutual agreement for a period of 6 months each by the competent authority on already agreed terms and conditions of NIT or till the finalization of next tender or fresh arrangement whichever is earlier. Director Health Administration reserves the right to terminate contract at any stage if supplies and performance is found unsatisfactory on observation of user Department. Director Hospital Administration reserves the right to cancel the tender any time without assigning any reason.
Financial Bid C(b) Page no 13	All prices should be quoted in Indian rupees inclusive of all Government Taxes/Levies/Duties.	All prices should be quoted in Indian rupees exclusive of all Government Taxes/Levies/Duties.
Page No 6 terms and conditions clause 15	Blacklisting: The firm should submit an undertaking in the form of an affidavit on a valid Rs. 10/- stamp paper, duly certified by the notary stating that the firm has never been Debarred / Blacklisted or punished by any court for any criminal offence/breach of contract and that no Police/Vigilance Enquiry/Criminal case is pending in the past either by any State Government / Government of India / Autonomous body in connection with Manufacture / Distributorship and Supply of any of the Pharmaceutical Product(s). Details to be given as per Annexure Attached (Annexure V).	Blacklisting: The firm should submit an undertaking in the form of an affidavit on a valid Rs. 10/- stamp paper, duly certified by the notary stating that the firm has never been Debarred / Blacklisted or punished by any court for any criminal offence/breach of contract and that no Police/Vigilance Enquiry/Criminal case is pending in the past either by any State Government / Autonomous body in connection with Manufacture / Distributorship and Supply of any of the Pharmaceutical Product(s) in the state of Delhi & NCR . Details to be given as per Annexure Attached (Annexure V).
Page No 6 terms and conditions clause 17.1	In the event of selection of firm as L1, the agreement must be signed by the authorized signatory of the firm and Director Hospital Administration, within 15 days of award of offer of rate contract. If the firm fails to execute contract agreement within 15 days of award of offer it shall be liable for forfeiture of EMD by North DMC. No supply order will be issued by any DDO before signing of contract agreement. In case any supply is made without entering in to agreement, North DMC is not liable to make payments of such supplies received. If the firm fails to enter in to the agreement after selection as L1, it shall be lawful for the North Delhi Municipal Corporation to forfeit the EMD furnished by the firm.	In the event of selection of firm as L1, the agreement must be signed by the authorized signatory of the firm and Director Hospital Administration, within 15 days of award of offer of rate contract. If the firm fails to execute contract agreement within 15 days of award of offer, for reasons solely attributable to the firm it shall be liable for forfeiture of EMD by North DMC. No supply order will be issued by any DDO before signing of contract agreement. If the firm fails to enter, for reasons solely attributable to the firm in to the agreement after selection as L1, it shall be lawful for the North Delhi Municipal Corporation to forfeit the EMD furnished by the firm.
Page No 6 terms and conditions clause 17.2	If the firm fails or neglects to observe or perform any of its obligations under the contract, it shall be lawful for the North Delhi Municipal Corporation to forfeit the EMD furnished by the firm	Unless prevented due to an event of force majeure or for reasons attributable to the North Delhi Municipal Corporation , If the firm fails or neglects to observe or perform any of its obligations under the contract, it shall be lawful for the North Delhi Municipal Corporation to forfeit the EMD furnished by the firm

Page No 6 terms and conditions clause 17.3	Non performance of contract agreement provisions will further disqualify him to participate in the tender and is likely to be debarred for next consecutive tenders of North DMC.	Unless prevented due to an event of force majeure or for reasons attributable to the North Delhi Municipal Corporation, Non performance of contract agreement provisions will further disqualify him to participate in the tender and is likely to be debarred for next two consecutive tenders of North DMC."
Page No 6 terms and conditions clause 17.5	No guarantee can be given regarding the minimum quantity of which will be drawn against this contract and the contractor will supply quantity as may be ordered by the D.D.O.	No guarantee can be given regarding the minimum quantity of which will be drawn against this contract and the contractor will supply quantity as may be ordered by the D.D.O. Whenever required the firm should supply as per the actual production capacity of the firm
Page No 7 terms and conditions clause 18.4	In case supply is not received till 4.00 pm the hospital authorities will have the right to purchase the item from the open market and extra money spent due to rate difference plus cartage charges will be deducted from the performance security and/or EMD of the supplier.	Clause 18.4 Page No 7 deleted
Page No 7 terms and conditions clause 20	<p>Fall Clause</p> <p>a) The rate(s) quoted by the Tenderer should not be higher than the rate quoted by him to any other Govt. Institutions/agencies within Govt. of NCT of Delhi during this contract period. . The rates quoted should be certified as the lowest quoted for any institution in Delhi/NCR in the last 2 years. If the price of any item is reduced due to any reasons during the validity of the tender he will intimate to this office the reduced rates immediately.</p> <p>b) If any time during the contract period, the contractor reduces the sale price, sells or offers to sell such stores, as are covered under the contract to any person/organization, including any Department of Central Govt./GNCT at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer to sale, to North DMC and the price payable under the contract for the supplies after this period will be reduced correspondingly.</p> <p>c) Any aberration by the firm regarding the above clause, will invite severe punitive action against the firm including de-registration and suspending business with the firm.</p> <p>d) The successful bidder will be required to supply the items at the rate quoted and agreed during the extension of contract period, which can be twice for six months each.</p>	<p>Fall Clause applicable for same scope of work. It will be governed by necessary guidelines issued from time to time from the authorities concerned.</p> <p>a) The rate(s) quoted by the Tenderer should not be higher than the rate quoted by him to any other Govt. Institutions/agencies within Govt. of NCT of Delhi during this contract period. . The rates quoted should be certified as the lowest quoted for any institution in Delhi/NCR in the last 2 years. If the price of any item is reduced due to any reasons during the validity of the tender he will intimate to this office the reduced rates immediately.</p> <p>b) If any time during the contract period, the contractor reduces the sale price, sells or offers to sell such stores, as are covered under the contract to any person/organization, including any Department of Central Govt./GNCT at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer to sale, to North DMC and the price payable under the contract for the supplies after this period will be reduced correspondingly.</p> <p>c) Any aberration by the firm regarding the above clause, will invite severe punitive action against the firm including de-registration and suspending business with the firm.</p> <p>d) The successful bidder will be required to supply the items at the rate quoted and agreed during the extension of contract period, which can be twice for six months each.</p>
Page No 8 terms and conditions clause 22 (c) & 22 (f)	<p>In case of failure to supply within 24 hrs a penalty @ 1% per day will be imposed, the maximum penalty should not exceed 6% of total value of orders. However, if no supply is made with 07 days from the date of supply order, the supply order shall be cancelled, subject to 6% penalty on total value of order. Extension can be granted for a period of one week on request in exceptional circumstances.</p> <p>Condonation of supply, at discretion of D.H.A. subject to penalty @ 6% on total value of order to be deducted from other unpaid dues or Security (Money) deposit.</p>	<p>In case of failure to supply within 24 hrs a penalty @ 1% per day of value of order (requisition) will be imposed, the maximum penalty should not exceed 6% of value of order (requisition). However, if no supply is made with 07 days from the date of order, the order shall be cancelled, subject to 6% penalty on value of order (requisition). Extension can be granted for a period of one week on request in exceptional circumstances.</p> <p>Condonation of supply, at discretion of D.H.A. subject to penalty @ 6% on value of order (requisition) to be deducted from other unpaid dues or Security (Money) deposit.</p>
Page No 24 Clause 10 (ii & iv)	<p>In case of non supply order penalty of 6% on whole amount shall be deducted from unpaid dues.</p> <p>Part supply will be treated as non supply. 6% penalty on whole amount will be deducted from other unpaid dues/security money of the firm.</p>	<p>In case of non supply order penalty of 6% on value of order (requisition) shall be deducted from unpaid dues.</p> <p>Part supply will be treated as non supply. 6% penalty on value of order (requisition) will be deducted from other unpaid dues/security money of the firm.</p>
Page No 8 terms and conditions clause 22 (j)	Decision of the Director Hospital Administration is final.	Clause 22 (j) Page No 8 deleted
Page No 9 terms and conditions clause 25	Any change in pattern of ownership of the contracting firm has to be notified to The Commissioner North Delhi Municipal Corporation. Though this will not nullify the provisions of the contract but the contract will devolve on successor owner.	Any change in pattern of ownership of the contracting firm has to be notified to The Commissioner North Delhi Municipal Corporation. Though this will not nullify the provisions of the contract but the contract will devolve on successor owner. However, the competent authority may give exemption in deserving case for this clause.
Page No 9 terms and conditions clause 27	<p>Arbitration</p> <p>a. In the event of any dispute arising between the parties in relation to or under this agreement, shall be referred to the sole arbitration of Commissioner North Delhi Municipal Corporation or any person nominated by the Commissioner on his behalf. The award of the arbitrator shall be final, conclusive, and binding on all parties to this contract. The venue for the Arbitration shall be Delhi. The arbitration will be</p>	<p>Arbitration</p> <p>All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which at the request of either party, then the said dispute be submitted to, and be settled by arbitration of the sole arbitrator and if there is no concurrence on the appointment of the sole Arbitrator then it must be resolved by appointing three (3) arbitrators in accordance with the Arbitration and Conciliation</p>

	<p>governed by the provisions of the Arbitration and Conciliation Act 1996 and its amendment till 2019. The cost of arbitration shall be equally borne by both the parties.</p> <p>b. Any letter, notice or other communications dispatched to the contractor through arbitration proceedings or otherwise whether through the Post Office or through a representative on the address last notified to the Corporation by the contractor shall be deemed to have been received by the contractor although returned with the remarks 'refused'; 'where about not known'; or words to the effect or for any other reasons whatsoever.</p> <p>c. It is further agreed that the award as and when made for an amount exceeding Rs.10000/- by the arbitrator shall be speaking award</p> <p>d. It is further provided by the agreement that the party desiring to invoke arbitration clause shall distinctly specify the dispute to be determined through arbitration. Only disputes or dispute arising out of such disputes shall be referred to the arbitration as may be determined by the Commissioner or his nominee, as arising, as or of and relating to the contract for the fulfillment of contractual obligations</p>	<p>Act, 1996 or any other statute as may be in force for the time being. In case the dispute is referred to a panel of three (3) arbitrators, each party shall appoint one (1) arbitrator and the two (2) arbitrators so appointed shall appointed by the parties shall appoint the third arbitrator. The arbitration proceedings shall be conducted in English and the venue of the Arbitration shall be Delhi. The appointment of the Arbitrator, has to be in accordance with the provisions of S.12(5) read with Schedule V and Schedule VII, of the Arbitration and Conciliation Act, as laid down in TRF Limited Vs Ergo Engineering Projects Limited (2017 SCC Online) 692 and further upheld in Perkins Eastman Architects DPC v. HSCC (India) Limited [2019 (9) SCC Online SC 1517] wherein the Supreme Court ruled that if a person is not eligible to be an arbitrator, in view of the provisions of S.12(5) read with Schedule V and Schedule VII, of the Arbitration and Conciliation Act, he also loses the authority to act as a sole appointing authority. Therefore the clause is not maintainable as per law. If the Parties mutually agree then a sole arbitrator may be appointed, failing which each party should appoint its own arbitrator and the two arbitrators so appointed shall appoint the third arbitrator in accordance with the provisions of the Arbitration and Conciliation Act.</p>
Page No 10 terms and conditions clause 30(a)	In case of controlled goods by the Govt., the quotation must be sent subject to the controlled rates and other conditions and contractor will be paid at the controlled price or rates offered by the contractor whichever is less.	<p>If at any time during the period of contract, the price of tendered items shall not be more than the price as may be restricted or regulated by any law or act of the Central or State Government. In the event such restricted and regulated price as notified by Central or State Government is less than the contracted price under this tender, the contracted price shall be reduced to such ceiling limit as may be prescribed by the Central Government or State Government. However, if such order of the Central Government or State Government exempts pricing in existing contracts then there shall be no reduction in contracted price. In case of any enhancement in Taxes due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Taxes so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in Taxes, the tenderer should produce letter from the concerned excise authorities indicating his commitment for the supply made to the North DMC on account of the increase in Taxes."</p> <p>Further it will be regulated as per guidelines issued by GOI/GNCTD.</p>
Page No 17 Annexure-I	The rate quoted by me/us will not be higher than the rate quoted by me/us to any Govt. Institution /Agency within govt. of NCT of Delhi during the contract period.	The rate quoted will not be higher than the rate quoted to any Govt. Institution /Agency within govt. of NCT of Delhi with same scope of work during the contract period.
Page No 24 Annexure-VII Agreement clause – 10-(i)	If the articles/items are not supplied by the scheduled date, as above, full or in part, the order in respect of the quantity not supplied is liable to be cancelled at the contractor's risk and expense. The extra expenditure thus incurred in procuring the supplies from elsewhere will be recoverable from contractor at the discretion of D.D.O. The recovery will be made from any of his bill pending in North DMC or earnest money and/or security deposits	If the articles/items are not supplied by the scheduled date for reasons attributable to the contractor , as above, full or in part, the order in respect of the quantity not supplied is liable to be cancelled at the contractor's risk and expense. The extra expenditure thus incurred in procuring the supplies from elsewhere will be recoverable from contractor at the discretion of D.D.O. The recovery will be made from any of his bill pending in North DMC or earnest money and/or security deposits
Page No 24 Annexure-VII Agreement clause – 11	<p>Arbitration-In the event of any dispute arising between the parties in relation to or under this agreement, shall be referred to the sole arbitration of Commissioner North Delhi Municipal Corporation or any person nominated by the Commissioner on his behalf. The award of the arbitrator shall be final, conclusive, and binding on all parties to this contract. The venue for the Arbitration shall be Delhi. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act 1996 and its amendment till 2019. The cost of arbitration shall be equally borne by both the parties.</p> <p>Any letter, notice or other communications dispatched to the contractor through arbitration proceedings or otherwise whether through the Post Office or through are preventative on the address last notified to the Corporation by the contractor shall be deemed to have been received by the contractor although returned with the remarks – "refused" delivered, "where about not known" or words to the effect or for any other reasons whatsoever .It is further agreed that the award as and when made for an amount exceeding Rs.10, 000/- (Rs. Ten thousand only) by the arbitration</p>	<p>Arbitration</p> <p>All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which at the request of either party, then the said dispute be submitted to, and be settled by arbitration of the sole arbitrator and if there is no concurrence on the appointment of the sole Arbitrator then it must be resolved by appointing three (3) arbitrators in accordance with the Arbitration and Conciliation Act, 1996 or any other statute as may be in force for the time being. In case the dispute is referred to a panel of three (3) arbitrators, each party shall appoint one (1) arbitrator and the two (2) arbitrators so appointed shall appointed by the parties shall appoint the third arbitrator. The arbitration proceedings shall be conducted in English and the venue of the Arbitration shall be Delhi.</p>

	<p>shall be speaking award.</p> <p>It is further provided by the agreement that the party desired to invoke arbitration clause shall distinctly specify the dispute through to be determined by arbitration. Only disputes or dispute out of such disputes shall be referred to the arbitration as may be determined by the Commissioner or his nominee as arising as or of and relating to the contract for the fulfillment of contractual obligations.</p> <p>Jurisdiction clause- Only the Courts in Delhi shall have jurisdiction to try all disputes and matters arising out of and under this Agreement.</p>	
Page No 25 Annexure-VII Agreement clause – 15	<p>Fall Clause-</p> <p>The rate quoted by the Tenderer should not be higher than the rate quoted by him to other Govt. Institutions/agencies within Govt. of NCT of Delhi during this contract period</p>	<p>Fall Clause will be applicable for same scope of work:</p> <p>The rate quoted by the Tenderer should not be higher than the rate quoted by him to other Govt. Institutions/agencies within Govt. of NCT of Delhi during this contract period</p>
Nil	<p>Force Majeure:</p> <p>Force Majeure means any cause, delay or event beyond the reasonable control of the affected party which impedes the affected party's performance of any obligation under this Agreement/ Tender, including but not limited to, natural disasters, accidents, acts of terrorism, revolution, riot, insurrection, pandemics, public health emergencies and government directive, disruption in utilities or feedstock supply, industrial disputes, power supply disruption, plant breakdown, extraordinary failure of the storage tanks, non-availability of raw gas, accident of Medical Gas vehicle, transporter's strike, damaged to storage tank or any cause whatsoever beyond the reasonable control of the concerned party, which would make performance commercially impracticable, whether or not the contingency is of the same class as those listed above. Further, notwithstanding what is stated herein, North DMC and/or hospital will ensure that the contractor/ firm is able to remove the storage tank from the from the hospital's Location in the case of a strike or a lockout.</p> <p>If contractor's performance of any obligation under this Agreement/ tender is prevented or delayed due to Force Majeure or due to North DMC and/or hospital's act or omission, then that obligation shall be suspended and the contractor shall have no liability for such non-performance during the period contractor is affected by such Force Majeure event or North DMC and/or hospital's aforementioned act or omission and the term of the Agreement /Tender shall be extended for the duration of the Force Majeure event.</p> <p>9.3 Notwithstanding anything contained in this Agreement/ Tender, any act of Force Majeure shall not prevent the North DMC and/or hospital from fulfilling its payment obligations under this Agreement.</p>	<p>Force Majeure means any cause, delay or event beyond the reasonable control of the affected party which impedes the affected party's performance of any obligation under this Agreement/ Tender, including but not limited to, natural disasters, accidents, acts of terrorism, revolution, riot etc. which should be duly justified.</p>
Page No 8	Number 22 is repeated on page 8	Number 22 (Terms of payment) on page no 8 may be read as 22 A.


 Addl. DHA (Admin.)
 North DMC