



213/c

MUNICIPAL CORPORATION OF DELHI
(AYUSH DEPARTMENT)

No.....

Date:/...../.....

Notice Inviting Tender (NIT)
for empanelment of Chemists for Local Purchase of Ayurvedic/Homoeopathic/Unani
medicines for Municipal employees and Pensioners

Online bids are invited through E-tendering under two bids system by the Office of Director (Ayush) on behalf of Commissioner, MCD, as per terms and conditions detailed hereunder, from reputed Ayurvedic/Homoeopathic/Unani Chemist(s)/Drugist(s)/Distributor(s) for supply of medicines to designated pensioners centres of MCD for a period of two (02) years from date of award of contract .

1.1 Essential Financial features of the Tender

S/no.	Essential features	Details
1	Estimated Annual Tender Value	<ul style="list-style-type: none">Rs. 4802862/- (Ayurveda)Rs. 84415/- (Homoeopathy)Rs. 683333/- (Unani)
2	Pre-Qualification criteria	Annual Financial Turnover from the Sale of Ayurvedic drugs and/or Homoeopathic drugs and/or Unani drugs during the preceding consecutive 3 financial years, should be at least <ul style="list-style-type: none">Rs. 12,00,000/- (Ayurvedic Classical Medicines)Rs. 12,00,000/- (Ayurvedic Proprietary & Patent Medicines)Rs. 25,000/- (Homoeopathic German & International Medicines)Rs. 25,000/- (Homoeopathic Indian Medicines)Rs. 1,75,000/- (Unani Classical Medicines)Rs. 1,75,000/- (Unani Proprietary & Patent Medicines)
3	Cost of the Tender Document	Free of cost. The tender document can be downloaded free of cost from the http://mcdonline.nic.in & http://etenders.gov.in/e procure/app
4	E-Tendering processing fee (Non-refundable)	Rs. 500/- (Rupees Five hundred only) to be deposited online through payment portal of E-Tendering. Exempted for MSMEs on production of valid registration certificate.
5	Earnest Money Deposit (EMD)/ Bid security	<ul style="list-style-type: none">Rs. 50,000/- (Ayurvedic Classical Medicines)Rs. 50,000/- (Ayurvedic Proprietary & Patent Medicines)Rs. 2,000/- (Homoeopathic German & International Medicines)Rs. 2,000/- (Homoeopathic Indian Medicines)Rs. 7,000/- (Unani Classical Medicines)Rs. 7,000/- (Unani Proprietary & Patent Medicines) EMD should be deposited online through payment portal of E-Tendering. It should be paid separately for above Six groups of medicines. Bid security shall remain valid for a period of Forty five days beyond the final bid validity period. Exempted for MSMEs on production of valid registration certificate.
6	Performance/ Security Deposit	Successful bidder has to deposit 5% of the estimated value of supply orders <ul style="list-style-type: none">Rs. 1,20,000/- (Ayurvedic Classical Medicines)Rs. 1,20,000/- (Ayurvedic Proprietary & Patent Medicines)Rs. 5,000/- (Homoeopathic German & International

Handwritten signatures and initials are present below the table.

		<p>Medicines)</p> <ul style="list-style-type: none"> • Rs. 5,000/- (Homoeopathic Indian Medicines) • Rs. 1,75,00/- (Unani Classical Medicines). • Rs. 1,75,00/- (Unani Proprietary & Patent Medicines). <p>Performance Security should remain valid for a period of Sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.</p>
--	--	--

1.2 Schedule of Tender Events

Interested bidders/vendors should get registered themselves for free at this url <http://etenders.gov.in/eprocure/app> for participation in this bidding. It is purely online bidding. Physical submission of bids is not allowed at any cost.

S/no.	Event	Date/ Days	Venue
1.	Date of Floating of Tender		The tender document can be downloaded free of cost from the http://etenders.gov.in/eprocure/app
2.	Pre bid meeting	Within a week of Date of Floating of Tender	Office of the Director (Ayush), MCD 3 rd Floor, A – Block, Civic centre, Delhi - 2
3.	Last date for online submission	21 days from the Date of Floating	http://etenders.gov.in/eprocure/app
4.	Opening of the Technical bid	Will be communicated accordingly	Office of the Director (Ayush), MCD 3 rd Floor, A – Block, Civic centre, Delhi - 2
5.	Opening of the Financial bid	Will be communicated by an e-mail to technically qualified bidders.	Office of the Director (Ayush), MCD 3 rd Floor, A – Block, Civic centre, Delhi - 2
6.	Contract agreement	Within a Week from the award of Contract.	Office of the Additional Director (Ayurveda/Homoeopathy/Unani), MCD 3 rd Floor, A – Block, Civic centre, Delhi - 2
7.	Delivery period of Medicines	Supply shall be made within 24 hours of the order or the very next working day on receipt of order/telephonic or mobile message	<p>Ayurvedic Medicines :</p> <ol style="list-style-type: none"> 1. Ayurvedic Dispensary, GLM Hospital, Jawaharlal Nehru Marg, Kamla Market, Ajmeri Gate, Delhi, 110002 2. Ayurvedic Centre, Mata Gujri Devi Hospital Tilak Nagar, Delhi 3. Ayurvedic Dispensary, Udyog Sadan, Patparganj Industrial Area, Delhi 4. Ayurvedic Dispensary, Andhamugal, Delhi 5. Ayurvedic Dispensary, Azadpur, Delhi 6. Ayurvedic Dispensary, Sector-7, Rohini, Delhi <p>Homoeopathic Medicines:</p> <ol style="list-style-type: none"> 1. Homoeopathic Dispensary, GLM Hospital, Jawaharlal Nehru Marg, Kamla Market, Ajmeri Gate, Delhi, 110002 <p>Unani Medicines:</p> <ol style="list-style-type: none"> 1. Unani Dispensary, GLM Hospital, Jawaharlal Nehru Marg, Kamla Market, Ajmeri Gate, Delhi, 110002
8.	Return of EMD	EMD of Unsuccessful bidders will be returned without any interest within 30 – 60 days after the finalization of the contract with successful bidders. In case of Successful bidders, Bid security refunded on receipt of Performance Security.	Office of the Additional Director (Ayurveda/Homoeopathy/Unani), MCD 3 rd Floor, A – Block, Civic centre, Delhi - 2

[Handwritten signatures and initials]

2. Eligibility for tender participation: -

- 2.1 Bidder should hold Valid License(s) in Form 20C & 20D for Homoeopathic Medicines as per Drugs & Cosmetic Rules. Bidder should hold Valid Drug License/ Trade License/ Distributorship certificate for Ayurveda and Unani Medicines.
- 2.2 The bidder should have physical presence by the way of outlet/s in Delhi with valid License in Form-20C & 20D for Homoeopathic Medicines as per Drugs & Cosmetic Rules.
- 2.3 Bidder should be running Drugs/Medicine retailing business/wholesaler/manufacture/ distributorships successfully for past three years or more.
- 2.4 Bidder should have PAN
- 2.5 Bidder should have GST Registration
- 2.6 Annual turnover as given under 1.1 of NIT
- 2.7 ITR for last three complete financial years i.e. 2020-21, 2021-22 & 2022-23.
- 2.8 Bidder should not have been blacklisted and or debarred by central organizations like MOHFW, Railways, ESI etc. or in Delhi state. The Firm/chemist should submit an undertaking to that effect. If the bidder is found to be blacklisted/debarred in it's entirety, by central organizations like MOHFW, Railways, ESI etc or in Delhi state, appropriate action shall be taken to exclude the firm/chemist from the tender process.
(As per Annexure – 1)
- 2.9 In Case of drugs covered under "Narcotic Drugs & Psychotropic Substance Act, " the bidder must be in possession of valid license to sell/store/exhibit Narcotic Drugs & Psychotropic substance as required under N.D.P.S. Act 1985 and Drugs & Cosmetics Act, 1940 and the rules framed there under.

3. Technical bids: - (To be submitted online only)

The technical Bid should contain the following documents duly signed & stamped by the bidder.

- 3.1 Forwarding letter addressed to Additional Director (Ayurveda) / Additional Director (Unani)/ Additional Director (Homoeopathy) on Letterhead of the Bidder

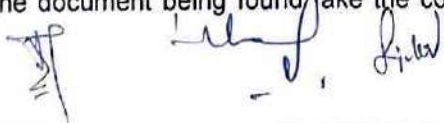
3.2 Tender Fee receipt of Rs. 500/- (Tender fee exemption with valid MSE certificate only) payable through online E payment mode must be enclosed with technical bid failing which the bid shall be rejected. *The Bidders submitting valid MSE certificates from NSIC/Udyam Registration, as applicable, shall only be given the benefit of EMD exemption.*

3.3 Valid Drug License(s) in form 20C & 20D for Homoeopathic Medicines as per Drugs & Cosmetic Rules. Bidder should hold Valid Drug License/ Trade License /Distributorship certificate for Ayurveda and Unani Medicines & other permissions/ Licenses from statutory authorities as required.

3.4 Certificate regarding having outlet/s and not merely 'online supplied'. (Should enclose List of outlet/s with individual Outlet's Valid License in form 20C & 20D for Homoeopathic Medicines as per Drugs & Cosmetic Rules. Bidder should hold Valid Drug License/ Trade License/Distributorship certificate for Ayurveda and Unani Medicines and Tel. No., Address/e-mail if available.

- 3.5 Copy of PAN
- 3.6 Copy of GST Registration
- 3.7 Certificate from a CA of annual turnover amount each year for last three year.
- 3.8 ITR for last three complete financial years.
- 3.9 Undertaking of Non Blacklisting/Non debarring/Non-conviction as per **Annexure-1**.

Note : All document submitted may be subjected to verification by issuing authority. In case of the document being found fake the company will be blacklisted and appropriate action



including forfeiture of EMD/performance security shall be taken. Any false statement made by the tenderer will make the tender invalid and contract awarded will stand terminated. Such tenderer shall also be liable for penal action, including black listing. In case of submission of false documents, the technical bid shall be summarily rejected with forfeiture of EMD/performance security along with other punitive measures. The decision of the Director Ayush is final and binding. Director Ayush reserves exclusive right to reject any or all tenders without assigning any reason/reasons.

3.10 Bid Evaluation Committee (Ayurveda)– The Following duly constituted Committee will scrutinize the documents

S.No	Designation	Committee Position
1	Director (Ayush)	Chairperson
2	Addl. Director (Ayurveda)	Member
3	OIPS	Member
4	DCA (Health)/Representative	Member
5	CMO (HQ Dispensary) (Ayurveda)	Member Secretary

3.11 Bid Evaluation Committee (Homoeopathy)– The Following duly constituted Committee will scrutinize the documents

S.No	Designation	Committee Position
1	Director (Ayush)	Chairperson
2	Addl. Director (Homoeopathy)	Member
3	DCA (Health)/Representative	Member
4	MO (CHS)	Member Secretary

3.10 Bid Evaluation Committee (Unani)– The Following duly constituted Committee will scrutinize the documents

S.No	Designation	Committee Position
1	Director (Ayush)	Chairperson
2	Addl. Director (Unani)	Member
3	CMO (NFSG) (Unani)	Member
4	DCA (Health)/Representative	Member
5	MO (HQ Unani Dispensary)	Member Secretary

- 4 **Financial Bid: (To be submitted online only)** : Financial Bid of only technically qualified Bidder shall be opened. The entire financial bid is to be submitted online as per given template. Any paper pertaining to financial bid **should not** be uploaded with documents of technical bid. In such cases the technical bid shall be summarily rejected without any communication to the tenderer. Financial Bid will be opened for scrutiny, only when technical bid is found in order. However tenderer can be asked for any deficient statutory/historical document(s) with permission of Director Ayush.

[Handwritten signature]

4. The bidder must quote the Discount offered for each category separately as per the following BoQ template:

Financial Bid for Ayurvedic Classical Medicines

S. No.	Category of Medicines (List and Range of the Medicines is as per the Appendix XIX of Medical Attendance Rules, GoI)	Percentage Discount offered in Numericals form (Count as Percentage Only) Do not enter % sign
		Minimum discount To be Quoted 10% on MRP (with GST)
1	Ayurvedic Classical Medicines (Costly and General Medicines)	
Note : No separate charges will be paid for the delivery of the medicines at the SIX designated Pensioner centres		

Financial Bid for Ayurvedic Proprietary & Patent Medicines

S. No.	Category of Medicines (List and Range of the Medicines is as per the Appendix XIX of Medical Attendance Rules, GoI)	Percentage Discount offered in Numericals form (Count as Percentage Only) Do not enter % sign
		Minimum discount To be Quoted 10% on MRP (with GST)
1	Ayurvedic Proprietary & Patent Medicines	
Note : No separate charges will be paid for the delivery of the medicines at the SIX designated Pensioner centres		

Financial Bid for Homoeopathic German & Imported Medicines

S. No.	Category of Medicines (List and Range of the Medicines is as per the Appendix XIX of Medical Attendance Rules, GoI)	Percentage Discount offered in Numericals form (Count as Percentage Only) Do not enter % sign
		Minimum discount To be Quoted 10% on MRP (with GST)
1	Homoeopathic German & Imported Medicines	
Note : No separate charges will be paid for the delivery of the medicines at the ONE designated Pensioner centre		

Financial Bid for Homoeopathic Indian Medicines

S. No.	Category of Medicines (List and Range of the Medicines is as per the Appendix XIX of Medical Attendance Rules, GoI)	Percentage Discount offered in Numericals form (Count as Percentage Only) Do not enter % sign
		Minimum discount To be Quoted 10% on MRP (with GST)
1	Homoeopathic Indian Medicines	
Note : No separate charges will be paid for the delivery of the medicines at the ONE designated Pensioner centre		

[Handwritten signature]

Financial Bid for Unani Classical Medicines

S. No.	Category of Medicines (List and Range of the Medicines is as per the Appendix XIX of Medical Attendance Rules, GoI)	Percentage Discount offered in Numericals form (Count as Percentage Only) Do not enter % sign
		Minimum discount To be Quoted 10% on MRP (with GST)
1	Unani Classical Medicines (Costly and General Medicines)	
Note : No separate charges will be paid for the delivery of the medicines at the ONE designated Pensioner centre		

Financial Bid for Unani Proprietary & Patent Medicines

S. No.	Category of Medicines (List and Range of the Medicines is as per the Appendix XIX of Medical Attendance Rules, GoI)	Percentage Discount offered in Numericals form (Count as Percentage Only) Do not enter % sign
		Minimum discount To be Quoted 10% on MRP (with GST)
1	Unani Proprietary & Patent Medicines	
Note : No separate charges will be paid for the delivery of the medicines at the ONE designated Pensioner centre		

Note: Municipal Corporation of Delhi shall have absolute right to select separate vendors for each category depending upon the maximum discount offered for the category.

5 Bid winning Criteria

- 5.1 Bidder/Chemist offering Highest Discount (H1) will be the bid winner. The minimum discount acceptable will be 10% on MRP with GST.
- 5.2 There can be separate (H1) Chemist/ Bidder for each category depending upon the maximum discount offered for the category.
- 5.3 If two or more chemists offer similar discount then the department will ask them to revise their bid (**Higher than the discount quoted in their original financial bid**) and submit in sealed covers by the time and date fixed by the department, H1 in the revised bid will be successful bidder.
- 5.4 Successful (H1) Chemist/s shall have to enter into an agreement with Municipal Corporation of Delhi and submit the requisite Performance Bank Guarantee.

6 Direct Demanding Officer:

The Medical officer I/c of designated pensioners' centre are declared as Direct Demanding Officer for the contracted chemist(s). Their demand has to be delivered in the designated premises as per terms & conditions of the tender. The Incharge of Pensioner designated centres shall exercise the financial powers for Local purchase in respect of Municipal Employees and Pensioners as per the prevailing delegation of Financial powers and the rules laid down in the order.

7 Terms & Condition.

7.1 In the event of tender being accepted, selected chemist shall enter into agreement with Municipal Corporation of Delhi on Non judicial Stamp paper of Rs. 100/- (Draft as enclosed as Annexure III).

[Handwritten signatures and initials]

- 7.2 In case of non performance of provisions of contract agreement or NIT, as the case may be, MCD shall have the right to forfeit the EMD and debar the bidder for four years.
- 7.3 If the firm/chemist fails or neglects to observe or perform any of its obligations under the contract, it shall be lawful for the Municipal Corporation of Delhi to forfeit the EMD or performance security furnished by the firm/chemist as the case may be.
- 7.4 In the event of acceptance of contract the agreement must be signed by the authorized signatory of the firm/chemist and Additional Director (Ayurveda / Unani/ Homoeopathy)/ within one week of award of offer for supplying Medicine. No supply order will be issued by any concerned CMO I/C of designated centre before signing of contract agreement. In case any supply is made without entering to agreement, MCD shall not be liable to make payments of such supplies received.
- 7.5 In the event of tender being accepted, tenderer will have to furnish (Performance) 'Security deposit' as per terms & conditions of NIT in the form of FDR valid for the period of contract. This should be pledged in the name of Commissioner, Municipal Corporation of Delhi. When the contract ceases the pledge will be cancelled and security will be returned to the chemist. The security shall stand forfeited in the event of breach of any of the terms of contract by the chemist.
- 7.6 CMO (I/C) of the designated centre/ Additional Director (Ayurveda / Unani/ Homoeopathy)/ reserves the right to effect the purchase of medicines outside this contract in cases of any urgent demand from any nearby chemist shop. In case of the purchase of medicines outside this contract, the urgent demand shall be dependent on the professional opinion of the treating physician of the pensioner centre, taking into account the Acute Medical event/ life threatening situation at hand in the interest of Mpl pensioners and their dependents.
- 7.7 The scheme will be implemented from date of Award of Contract for a period of 02 years in all health institutions earmarked for local purchase of medicines. Director Ayush reserves the right to extend the period of contract up to six months or till the finalization of new tender whichever is earlier on same terms and conditions.
- 7.8 The chemist is expected to supply the ordered medicines on the same day (Within working Hours of the facility), if asked to make supply before 12:00 PM or next working day by 12.00 noon, if ordered to supply after 12:00 PM of previous day. In case of emergency situation, the supplier is required to deliver Indent immediately on telephonic message.
- 7.9 All medicines supplied shall have at least half of it's shelf life remaining at the time of supply. The quality/quantity of supplied medicines/items will be the sole responsibility of the supplier.
- 7.10 The supplier will be responsible for proper supply of medicines/items safely in the hands of concerned Medical Officer in-charge/pharmacist in the store of the concerned Pensioner centre.
- 7.11 No substitute would be accepted for Patent medicines.
- 7.12 The chemist shall clearly mention the percentage of Discount agreed (Classical/Patent wise), Batch number, Quantity supplied and GST percentage in the Original Bill/receipt.
- 7.13 The selected chemist(s) will have to give an undertaking on non-judicial stamp paper of Rs. 100/- that the supply will be made immediately on receipt of order/telephone message on the same day, if ordered to do so before 12:00 PM. On failing to supply within 24 hours of order or the very next working day, in case the next day(s) happen to be holiday, the order will automatically stand cancelled and cost of the medicines purchased by the individual will have to be paid by the selected chemist on production of the receipt.
- 7.14 In case of Failure to reimburse the cost of the medicine purchased by the Mpl. Health scheme beneficiary, triple the cost of the medicine(s)/item(s) purchased by the individual whose medicine(s)/item(s) were not supplied with in 24 Hrs, the cost of the medicine(s)/item(s) purchased by the Mpl. Health scheme beneficiary will be recovered

[Handwritten signature]

from the bills of the chemists by the concerned Medical Officer in-charge of the designated pensioner centre.

- 7.15 **Other penalty clause/Fine:** Failure to supply medicines/items or part supply in agreed time frame i.e. 24 Hrs. or the very next working day (in case the next day(s) happen to be holiday) for more than three consecutive occasions in a month, the chemist shall be penalized for non-supply @ Rs.5000/- per day X (Total Number of days of Non-supply), @ Rs.2000/- per day X (Total Number of days of part- supply) for making part supplies and Rs.1000/- per day for any discrepancy/late supply. The concerned Medical Officer in-charge shall make the recovery from the bills of the chemists as penalty. The penalty as detailed above can be imposed again next month as a deterrent against habitual Non/Part or Late supply.
- 7.16 Any false statement by the tenderer will make the tender invalid and contract awarded will stand terminated. Such tenderer shall also be liable for penal action including black listing.
- 7.17 In case of submission of false documents, the technical bid shall be summarily rejected without any communication to the tenderer, with forfeiture of EMD along with other punitive measures.
- 7.18 No guarantee can be given regarding the minimum quantity of Medicines (Classical/ Patent), ordered by the concerned in-charge of Pensioners Centre, the same is subject to the unavailability of medicine/item in Health Institution's own Pharmacy. The previous year's purchase amount of medicine/consumable is indicative only.
- 7.19 All the notices/ letters /supply orders, etc. intended to be served to tenderer will be deemed to have been served if sent by registered post, through E-mail or telephonically at the address/contact details (Email, Mobile, Telephone) mentioned in the tender document.
- 7.20 Under any circumstances, if the license of the chemist is cancelled or suspended by any authority of Delhi, his contract with the Ayush Department of MCD shall be automatically deemed suspended with immediate effect.
- 7.21 Director Ayush holds all rights to cancel the contract of the supplier without assigning any notice /reason.
- 7.22 **Force Majeure.** Unless prevented due to an event of force majeure, if the firm/chemist fails or neglects to observe or perform any of its obligations under the contract or it's NIT, the affected party promptly inform/write notice to the other party and shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.
- 7.23 **Indemnity Clause:** It is clear between the parties that in case of any legal proceedings arising out of this agreement, the Municipal Corporation of Delhi shall not be responsible for the same and successful qualified bidder shall indemnify the Municipal Corporation of Delhi in case of any loss or damage.
- 7.24 **Dispute Resolution:** All the disputes shall be resolved through mutual discussion between the parties, if discussion between the parties' authorized representatives do not resolves the dispute, the same shall be referred to Director Ayush for resolution. The disputes, if any through discussion & reference shall have to be resolved within 15 days of first information of the same in writing. In case the disputes are not resolved within 15 days or any party to the dispute is not satisfied with the dispute resolution process he/it may file appeal before the commissioner MCD, who in turn shall resolve the disputes between the parties with in a further period of 15 days. The decision of Commissioner shall be final and binding on both parties. In case the disputes are still not resolved, then either of the party can approach court at New Delhi Only for adjudication of disputes which could not be resolved through dispute resolution mechanism detailed above.

[Handwritten signature]

7.25 In case the chemist wants to terminate the contract before expiry of the contract, the performance security deposit of the chemist shall be forfeited. The firm/chemist shall be blacklisted to participate in the next two consecutive tenders.

7.26 **Saving clause:** No suit, prosecution or any legal proceedings shall lie against MCD or any person for anything that is done in good faith or intended to be done in pursuance of tender.

8 Payments: -

8.1 Bill/Claims, complete in all respects, shall be submitted to the respective Pensioners' Center for payment;

8.2 Efforts shall be made for payments of the supply of items in three month from the date of bill receipt, if complete in all respects. No interest will be paid in case of delay.

9 For any queries please contact:

Director (Ayush)
Municipal Corporation of Delhi
3rd Floor, A- Block,
Civic centre, New Delhi -2

10 LIST OF TECHNICAL BID DOCUMENTS TO BE SUBMITTED ONLINE

S. No.	Document
1	Forwarding letter on Bidder's Letter Head
2	Tender Fee receipt of Rs. 500/- payable through online E payment (Tender fee exemption with valid MSE certificate only)
3	Earnest Money Deposit receipt (EMD exemption with valid MSE certificate only)
4	Valid MSE certificates from NSIC/Udyam Registration (<i>if applicable</i>)
5	0.1 Valid Drug License(s) in form Form 20C & 20D for Homoeopathic Medicines / Valid Drug License or Trade License or Distributorship certificate for Ayurveda and Unani Medicines.
6	Certificate regarding having outlet/s (Should enclose List of outlet/s with individual Outlet's Valid License in Form 20C & 20D for Homoeopathic Medicines) / certificate regarding Drug License or Trade License or Distributorship certificate for Ayurveda and Unani Medicines and Tel. No. , Address, e-mail (if available)
7	Copy of PAN Card
8	Income Tax returns certified by the CA for the last 03 Financial year 2020-21, 2021-22 & 2022-23
9	GST registrations certificate
10	Certificate of Annual Turnover duly certified by the CA for last 03 year 2020-21, 2021-22 & 2022-23
11	Undertaking of Non Blacklisting & Non debarring Annexure No. 1
12	Particular of the authorized person as per Annexure No. 2

[Handwritten signature]

204/2

Annexure No. 1

Undertaking of Non Blacklisting & Non debarring
(To be given by Bidder)

To,
CMO (I/C) of the designated centre/
Additional Director (Ayurveda / Unani/ Homoeopathy)

.....
.....
.....

Dear Sir/Madam,

This is to undertake that our company is not **blacklisted/debarred** by any central organizations like MOHFW, Railways, ESI etc or in Delhi state in connection with supply of any of the tendered product(s).

It is further to undertake that if there is **failure to supply/part supply/Non supply** of items during the existing period of contract, the firm/chemist is liable for action as per terms & conditions laid down in the tender.

Date:

Signature:

Place:

Name:

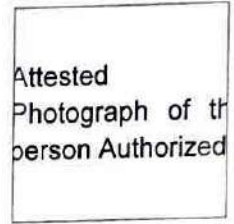
Designation:

Common Seal:



Particulars of Authorized person
(To be submitted/uploaded with technical bid)

The firm/chemist must submit the details of the person, (**Bonafide Officer/official of the firm/chemist**) who has been duly authorized by the firm/chemist to correspond/enter into agreement/sign documents related to tender or any other transaction with MCD during the period of contract.



- 1. Name :
- 2. Designation :
- 3. Name of the Firm/chemist :
- 4. Correspondence Address :
- 5. Telephone Number :
- 6. Fax Number :
- 7. Mobile Number :
- 8. E-mail Address :
- 9. Signature of authorized person :

Signature of the Authorized Signatory

Note – In case the firm/chemist decides to authorize any other person, the firm/chemist should submit fresh details of the newly authorized person.

[Handwritten signature]

202/c

Annexure No. III

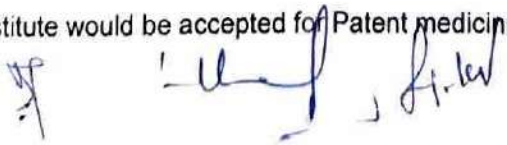
AGREEMENT

(On non-judicial stamp paper of Rs.100 to be procured by successful bidder)

This agreement is made on.....day of.....between MCD through CMO (I/C) of the designated centre/ Additional Director (Ayurveda / Unani/ Homoeopathy) hereafter called the Corporation as first party and.....here after called the chemist as second party.

Chemist hereby agrees to the following terms and conditions:

1. The chemist is bound to abide by all the terms & conditions of the NIT.
2. In case of non performance of provisions of contract agreement or NIT, as the case may be, MCD shall have the right to forfeit the EMD/Performance security deposit and debar the bidder for four years
3. The scheme will be implemented from date of Award of Contract for a period of 02 years in all health institutions earmarked for local purchase of medicines. Director Ayush reserves the right to extend the period of contract up to six months or till the finalization of new tender whichever is earlier on same terms and conditions.
4. If the firm/chemist fails or neglects to observe or perform any of its obligations under the contract, it shall be lawful for the Municipal Corporation of Delhi to forfeit the EMD or performance security furnished by the firm/chemist as the case may be.
5. In case any supply is made without entering to agreement, MCD is not liable to make payments of such supplies received.
6. After execution of agreement, tenderer will have to furnish (Performance) 'Security deposit' as per terms & conditions of NIT in the form of FDR valid for the period of contract. This should be pledged in the name of Commissioner, Municipal Corporation of Delhi. When the contract ceases the pledge will be cancelled and security will be returned to the chemist. The security shall stand forfeited in the event of breach of any of the terms of contract by the chemist.
7. CMO (I/C) of the designated centre/ Additional Director (Ayurveda / Unani/ Homoeopathy) reserves the right to effect the purchase of medicines outside this contract in cases of any urgent demand.
8. The chemist is expected to supply the medicines on the same day (Within working Hours of the facility), if ordered before 12:00 Noon and next working day by 12:00 Noon, if ordered after 12:00 Noon of the day. In case of emergency situation, the supplier is required to deliver Indent immediately on telephonic message.
9. All medicines supplied shall have at least half of it's shelf life remaining at the time of supply. The quality/quantity of supplied medicines/items will be the sole responsibility of the supplier.
10. The chemist will be responsible for proper supply of medicines/items safely in the hands of concerned Medical Officer in-charge/pharmacist in the store of the concerned Pensioner centre.
11. No substitute would be accepted for Patent medicines.



The chemist shall clearly mention the percentage of Discount agreed (Classical/Patent wise), Batch number, Quantity supplied and GST percentage in the Original Bill/receipt.

13. The supply will be made immediately on receipt of order/telephone message on the same day, if ordered to do so before 12:00 Noon. On failing to supply within 24 hours of order or the very next working day, in case the next day(s) happen to be holiday, the order will automatically stand cancelled and cost of the medicines purchased by the individual will have to be paid by the selected chemist on production of the receipt.
14. In case of Failure to reimburse the cost of the medicine purchased by the Mpl. Health scheme beneficiary, triple the cost of the medicine(s)/item(s) purchased by the individual whose medicine(s)/item(s) were not supplied with in 24 Hrs, the cost of the medicine(s)/item(s) purchased by the Mpl. Health scheme beneficiary will be recovered from the bills of the chemists by the concerned Medical Officer in-charge of the designated pensioner centre.
15. **Other penalty clause/Fine:** Failure to supply medicines/items or part supply in agreed time frame i.e. 24 Hrs. or the very next working day (*in case the next day(s) happen to be holiday*) for more than three consecutive occasions in a month, the chemist shall be penalized for non-supply @ Rs.5000/- per day X (Total Number of days of Non-supply), @ Rs.2000/- per day X (Total Number of days of part- supply) for making part supplies and Rs.1000/- per day for any discrepancy/late supply. The concerned Medical Officer in-charge shall make the recovery from the bills of the chemists as penalty. The penalty as detailed above can be imposed again next month as a deterrent against habitual Non/Part or Late supply.
16. Any false statement by the tenderer will make the awarded contract stand terminated. Such tenderer shall also be liable for penal action including black listing.
17. No guarantee can be given regarding the minimum quantity of Medicines (Classical/Patent), ordered by the concerned in-charge of Pensioners Centre, the same is subject to the unavailability of medicine/item in Health Institution's own Pharmacy. The previous year's purchase amount of medicine/consumable is indicative only.
18. All the notices/ letters /supply orders, etc. intended to be served to tenderer will be deemed to have been served if sent by registered post, through E-mail or telephonically at the address/contact details (Email, Mobile/Telephone) mentioned in the tender document.
19. Under any circumstances, if the license of the chemist is cancelled or suspended by any authority of Delhi, his contract with the Ayush Department of MCD shall be automatically deemed suspended with immediate effect.
20. Director Ayush holds all rights to cancel the contract of the supplier without assigning any notice/reason.
21. **Force Majeure.** Unless prevented due to an event of force majeure, if the firm/chemist fails or neglects to observe or perform any of its obligations under the contract or it's NIT, the affected party promptly inform/write notice to the other party and shall be excused from such performance to the extent of the aforementioned prevention, restriction or interference.
22. **Indemnity Clause:** It is clear between the parties that in case of any legal proceedings arising out of this agreement, the Municipal Corporation of Delhi shall not be responsible for the same and successful qualified bidder shall indemnify the Municipal Corporation of Delhi in case of any loss or damage.

[Handwritten signature]

- 23. **Dispute Resolution:** All the disputes shall be resolved through mutual discussion between the parties, if discussion between the parties' authorized representatives do not resolves the dispute, the same shall be referred to Director Ayush for resolution. The disputes, if any through discussion & reference shall have to be resolved within 15 days of first information of the same in writing. In case the disputes are not resolved within 15 days or any party to the dispute is not satisfied with the dispute resolution process he/it may file appeal before the commissioner MCD, who in turn shall resolve the disputes between the parties with in a further period of 15 days. The decision of Commissioner shall be final and binding on both parties. In case the disputes are still not resolved, then either of the party can approach court at New Delhi Only for adjudication of disputes which could not be resolved through dispute resolution mechanism detailed above.
- 24. In case the chemist wants to terminate the contract before expiry of the contract, the performance security deposit of the chemist shall be forfeited. The firm/chemist shall be blacklisted to participate in the next two consecutive tenders.
- 25. **Saving clause:** No suit, prosecution or any legal proceedings shall lie against MCD or any person for anything that is done in good faith or intended to be done in pursuance of tender.

Chemist

MCD

M/s _____

Additional Director
(Ayurveda / Unani/ Homoeopathy)

Witness:-

1.

2.

[Handwritten signatures]