

(HOSPITAL ADMINISTRATION DEPARTMENT)

Office of CAMO Civil Line Zone



No. CAMO/CLZ/2023/1173

Date: 06/12/2023

Notice Inviting Tender

Online bids are invited through E-tendering under two bids system by the Office of CAMO Civil Line Zone, Department of Hospital Administration on behalf of Commissioner, MCD, as per terms and conditions detailed hereunder, from reputed Chemist(s)/Distributor(s) for supply of medicines and consumables to designated pensioners centres of MCD for a period of two (02) years from date of award of contract. The total annual financial implication/estimated annual value of the tender is Rs 34,14,956 (Rupees Thirty Four Lakh Fourteen Thousand Nine Hundred Fifty Six Only) for 02 number of designated centres. The chemist selected shall be contracted for a period of 02 years from date of award of contract. Cost of tender is Rs. 1000/-, EMD is of Rs 68,299/- rounded off to Rs 68,300/- (Rupees Sixty Eight Thousand Three Hundred Only). The EMD shall be refunded to unsuccessful bidders on finalization of the bid & to the successful bidders upon submission of performance security with validity for period of contract.

The detail of designated pensioners Centres with Average expenditure of last three years in Civil Line Zone and associated EMD, Performance bank Guarantee and Annual turnover amount etc. is as under:-

S.No	Name of the Zone	Name of pensioner centre	Location/Address of the pensioner centre	Average expenditure of last three years at the pensioner centre
1	Civil Line Zone	Badli Allopathic Dispensary	MCD Dispansary Badli, Delhi- 42.	Rs 7,09,688
2		Balak Ram Hospital	Balak Ram Hospital, Timarpur Delhi-54	Rs 27,05,268

- Total average expenditure on medicines, surgical consumables etc. in last three F.Y at Civil line Zone is Rupees 34,14,956/-.
- Estimated annual value of the tender is the average expenditure on Medicine, surgical consumables purchased in last three F.Y. for all pensioners' centers of the relevant zone.
- EMD @ (02%) of the estimated annual value of the tender i.e. Rupees 68,299/- rounded off to Rs 68,300/-.

- Performance bank Guarantee @ (05%) of the estimated annual value of the tender i.e. Rupees 1,70,750/-.
- Annual Turnover of the bidder for technical qualification @ 50% of the estimated annual value of the tender i.e. Rupees 17,07,500/-.

Note: The number of designated pensioners Centres may increase (including those from the adjacent zone) or decrease, which shall be binding unconditionally on same terms & conditions of tender for the selected bidder.

1. Schedule:

Online Tenders are invited under two Bid System, Viz. Technical and Financial Bid.

Tender fee: Rs. 1000/- (Tender fee exemption with valid MSE certificate only) to be deposited online through payment portal of E-Tendering

Earnest Money Deposit (EMD) of Rs 68,299/- rounded off to Rs 68,300/- (Rupees Sixty Eight Thousand Three Hundred Only), to be deposited online through payment portal of E-tendering.

1.1 Schedule of activities

- Date of release of tender: On or before 07.12.2023 at 11 AM.
- Date of (Technical & Financial bids) closing: 04.01.2024 at 11 AM.
- Technical Bid Opening: 04.01.2024 at 12 noon.
- Evaluation of Technical Bids: 11.01.2024.
- Opening of Financial Bids: 22.01.2024.
- Finalization/Award of Contract: 31.01.2024.

* In case of any holiday/ exigency in the above mentioned date schedule, the schedule tender activity will be done on the next working day.

2. Eligibility for tender participation: -

- 2.1 Bidder should hold Valid License(s) In Form 20 & 21 as per Drugs & Cosmetic Rules.
- 2.2 The outlet/s of bidder should be managed by qualified pharmacist.
- 2.3 The bidder should have physical presence by the way of outlet/s in Delhi with valid License in Form-20 & 21 as per Drugs & Cosmetic Rules for each outlet.
- 2.4 Bidder should be . running Drugs/Medicine retailing. business/wholesaler/manufacture/ distributorships successfully for past three years or more.
- 2.5 Bidder should have PAN
- 2.6 Bidder should have GST Registration
- 2.7 Annual turnover should not be less than Rs 17,07,500/- each year for last three year.
- 2.8 ITR for last three complete financial years i.e. FY 2020-2021, 2021-2022 & 2022-2023.

- 2.9 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 its 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)
- 2.10 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 CAMO on Letterhead of Bidder.
- 3.2 Tender Fee receipt of Rs. 1000/- (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.
- 3.3 Receipt of requisite Earnest Money Deposit (EMD exemption with valid MSE certificate only) paid through online E-payment mode must be submitted with Technical Bid failing which the bid shall be rejected.

Note: The Bidders submitting valid MSE certificates from NSIC/Udyam Registration as applicable, shall only be given the benefit of EMD exemption.

- 3.4 Valid Drug License(s) in-form 20 & 21 as per Drugs & Cosmetic Rules & other permissions/ Licenses from statutory authorities as required.
- 3.5 Certificate regarding having outlet/s and not merely 'online supplied'. (Should enclose List of outlet/s with individual Outlet's Valid License in form 20 & 21 and Tel. No., Address/e-mail if available.
- 3.6 Certificate that all Outlet/s are being run by qualified Pharmacist; (attach list of Pharmacist with Registration No.)
- 3.7 Copy of PAN
- 3.8 Copy of GST Registration
- 3.9 Certificate from a CA of annual turnover amount each year for last three year.
- 3.10 ITR for last three complete financial years.
- 3.11 Undertaking of Non Blacklisting & Non debaring as per Annexure-1.

3.12 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.

3.13 Important points to note:

- ▶ The technical Bids are to be uploaded in the E-tendering portal of Government of India website.
- ▶ All documents should be duly signed & stamped by the bidder/authorized signatory.
- ▶ All documents are mandatory
- ▶ Non submission of any or all of the documents, tender Fee or tender Fee exemption, EMD or EMD exemption with Valid MSE certificates from NSIC/ Udyam Registration will lead to rejection of BID.
- ▶ Conditional offers will not be accepted.
- ▶ Financial Bid of only technically qualified Bidder shall be opened.
- ▶ 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 Hospital Administration is final and binding. Director Hospital Administration, Municipal Corporation of Delhi reserves right to relax any of the conditions of this tender. Director Hospital Administration reserves exclusive right to reject any or all tenders without assigning any reason/reasons.

4. Financial Bid:

(To be submitted online only)

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 DHA.

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

S.No.	Category	Percentage Discount offered (in Numerical form) over and above MRP (Up to two decimal points mandatorily)
1	Branded Medicine	
2	Generic Medicines	
3	Surgical Consumables	

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).

4.2 Bid winning Criteria

- ▶ Bidder/Chemist offering Highest Discount (HI) will be the bid winner.
- ▶ There can be separate (HI) Chemist/ Bidder for each category depending upon the maximum discount offered for the category.
- ▶ 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, HI in the revised bid will be successful bidder.
- ▶ Successful (HI) Chemist/s shall have to enter into an agreement with Municipal Corporation of Delhi and submit the requisite Performance Bank Guarantee.

5. Direct Demanding Officer:

The Medical officer I/c of designated pensioners' center is 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.

6. Terms & Condition.

- 6.1 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).
- 6.2 In case of non performance of provisions of contract agreement or NIT, as the case may be, MCD shall have the right forfeit the EMD and debar the bidder for four years.
- 6.3 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.
- 6.4 In the event of acceptance of contract the agreement must be signed by the authorized signatory of the firm/chemist and Chief Administrative Medical Officer (CAMO) within one week of award of offer for supplying Medicine/Surgical Consumables. No supply order will be issued by any DDO 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.
- 6.5 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.
- 6.6 Chief Administrative Medical Officer (CAMO) reserves the right to effect the purchase of medicines/surgical consumables outside this contract in cases of any urgent demand, (The urgent demand shall be dependent on the professional opinion of the treating physician of the Pensioner

centre, taking into account the Acute Medical Surgical or Traumatic event/life threatening situation at hand in the interest of Mpl pensioners & their dependents.)

- 6.7 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 as detailed above. Director Hospital Administration 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.
- 6.8 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.
- 6.9 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 and should be in accordance with the instructions issued under drugs and cosmetic act/guidelines by the authority concerned from time to time.
- 6.10 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.
- 6.11 No substitute would be accepted for Branded medicines.
- 6.12 The Chemist should sign an endorsement on each Bill/Receipt that no generic version is available in the Market for the ordered Branded Medicine, when supplying Branded Medicine to the designated center.
- 6.13 The chemist shall clearly mention the percentage of Discount agreed (Generic & Branded wise), Batch number, Quantity supplied and GST percentage in the Original Bill/receipt.
- 6.14 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.
- 6.15 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 within 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.
- 6.16 **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.

- 6.17 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.
- 6.18 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.
- 6.19 No guarantee can be given regarding the minimum quantity of Medicines (Generic & Branded) and Surgical Consumables, 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.
- 6.20 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.
- 6.21 Under any circumstances, if the license of the chemist is cancelled or suspended by any authority of Delhi, his contract with the hospital Administration Department of MCD shall be automatically deemed suspended with immediate effect.
- 6.22 Director Hospital Administration holds all rights to cancel the contract of the supplier without assigning any notice /reason.
- 6.23 **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.
- 6.24 **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.
- 6.25 **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 DHA 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 within 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.
- 6.26 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.
- 6.27 **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.
7. **Payments: -**
- 7.1 **Bill/Claims,** complete in all respects, shall be submitted to the respective Pensioners' Center for payment;

7.2 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

8. For any queries please contact:

Office of CAMO Civil Line Zone.

Address: 3rd floor, GTB Polyclinic, Hudson Lane Delhi- 110009.

Tel: 9717882582/ 9810477422/ 9891597912

Email: clzcamo@gmail.com

9. 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. 1000/- 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 (if applicable)
5	Valid Drug License(s) in form 20 & 21
6	Certificate regarding having outlet/s (Should enclose List of outlet/s with individual Outlet's Valid License in form 20 & 21 and Tel. No., Address, e-mail (if available)
7	PAN Certificate
8	Income Tax returns certified by the CA for the last 03 Financial year (i.e.2020-21, 2021-22, 2022-23)
9	GST registrations certificate
10	Certificate of Annual Turnover duly certified by the CA for last 03 year (i.e.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

Undertaking of Non Blacklisting & Non debarring

(To be given by Bidder)

To,
Chief Administrative Medical Officer
Civil Line Zone

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

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.

Attested
Photograph of
the person
Authorized

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.

(To be submitted/uploaded with technical bid)

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 Chief Administrative Medical Officer (CAMO) Civil Line Zone 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 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 Hospital Administration 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. Chief Administrative Medical Officer (CAMO) reserves the right to effect the purchase of medicines/surgical consumables outside this contract in cases of any urgent demand, *(The urgent demand shall be dependent on the professional opinion of the treating physician of the Pensioner centre/ taking into account the Acute Medical Surgical or Traumatic event/Life threatening situation at hand in the interest of Mpl pensioners & their dependents.)*
8. The chemist is expected to supply -the medicines/surgical consumables 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 and

should be in accordance with the instructions issued under drugs and cosmetic act/guidelines by the authority concerned from time to time.

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 Branded medicines.
12. The chemist should sign an endorsement on each Bill/Receipt that no generic version is available in the Market for the ordered Branded Medicine, when supplying Branded Medicine to the designated center.
13. The chemist shall clearly mention the percentage of Discount agreed (Generic & Branded wise), Batch number, Quantity supplied and GST percentage in the Original Bill/receipt.
14. 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.
15. 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 within 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.
16. **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.
17. 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.
18. No guarantee can be given regarding the minimum quantity of Medicines (Generic & Branded) and Surgical Consumables, 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.
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.
20. Under any circumstances, if the license of the chemist is cancelled or suspended by any authority of Delhi, his contract with the hospital Administration Department of MCD shall be automatically deemed suspended with immediate effect.

21. Director Hospital Administration holds all rights to cancel the contract of the supplier without assigning any notice/reason.
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.
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.
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 DHA 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 a. approach court at New Delhi Only for adjudication of disputes which could not be resolved through dispute resolution mechanism detailed above.
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.
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.

Chemist

Chief Administrative Medical Officer/ Civil Line Zone,
MCD

M/s.....

Witness.....

Witness.....
