



**MUNICIPAL CORPORATION OF DELHI
AYUSH DEPARTMENT**

TENDER ENQUIRY FORM

IN RESPECT OF

HOMOEOPATHIC MEDICINES & SUNDRY ITEMS

- Group A - Homoeopathic Dilutions
- Group B - Homoeopathic Mother Tinctures
- Group C - Homoeopathic Triturations
- Group D - Biochemic - Medicines & Combinations
- Group E - Homoeopathic Special Preparations
- Group F - Homoeopathic Dispensing Items
- Group G - Homoeopathic Ointments
- Group H - Homoeopathic Sundry Items & Books

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Tender Documents with Annexures, Terms & Conditions and Agreement

ISSUED BY

Office of the Addl. Director (Homoeopathy)
AYUSH Department
Municipal Corporation of Delhi
Civic Centre, New Delhi – 110002
Phone No. 23228309
MCD Website – mcdonline.nic.in

Price: Rs. 1000/- only

**MUNICIPAL CORPORATION OF DELHI
AYUSH DEPARTMENT
Office of the Addl. Director (Homoeopathy)
Dr. SPM Civic Centre, New Delhi – 110002**

Rate Schedule

Tender No. **ADRH2325**

Date-**15.05.2023**

**TENDER FOR SUPPLY OF
HOMOEOPATHIC MEDICINES & SUNDRY ITEMS
FOR BIENNIAL RATE CONTRACT**

**The financial bid is to be uploaded in the concerned template on
[ETENDERS.GOV.IN](https://etenders.gov.in)**

MUNICIPAL CORPORATION OF DELHI
AYUSH DEPARTMENT
Office of the Addl. Director (Homoeopathy)

TENDER ENQUIRY AND TERMS & CONDITIONS

Department of AYUSH invites tenders for fixing of Rate Contract and Agency for supply of Homoeopathic Medicines and Sundry Items for Homoeopathic Dispensaries under Municipal Corporation of Delhi for two years extendable to additional one year on mutually agreed terms and conditions and satisfactory performance of the supplier. Rate Contract will be valid from the date of the award of the Contract to the approved firms/suppliers. The supply will be in accordance to the formulary of Homoeopathic Medicines & Sundry Items to the Central Homoeopathic Store, Municipal Corporation of Delhi on the following terms and conditions.

- (a) The process of tendering will be done through e tendering as per standard e-tendering norms of MCD. The complete Tender Document can be viewed/downloaded from e-Tendering portal etenders.gov.in free of cost or Central Public Procurement Portal or link on Tender section of MCD website i.e. <http://mcdonline.nic.in>.
- (b) A Vendor's Manual containing the detailed guidelines for e-Tendering system is also available on e-Tendering portal of MCD.
- (c) It is mandatory for all the bidders to have Digital Signature Certificate from any of the licensed Certifying Agency (Bidders can see the list of licensed Certifying Agencies from the link www.cca.gov.in) to participate in e-Tendering of MCD.
- (d) It is mandatory for the bidders to get their firm/company registered with e-Tendering portal etenders.gov.in to have user ID & Password.
- (e) Firms desirous of Participating shall have to deposit Rs. 1000/- through online E Payment mode as tender fee. Tender fee payment is exempted from Micro and Small Enterprises as per prevailing rules subject to submission of valid registration certificate from appropriate authority. Tenders will be opened in the office of Addl. Director (Homoeopathy), A- Block, 3rd Floor, Dr. SPM Civic Centre, J.L.N. Marg, New Delhi – 110002 as per schedule.
- (f) MCD may issue addendum(s)/corrigendum(s) to the Tender documents. In such case, the addendum(s)/corrigendum(s) shall be issued and placed on website etenders.gov.in at any time before the closing time of tender, The bidders who have downloaded the Tender documents from website must visit the web site and ensure that such addendum(s)/corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to check the website for any such corrigendum/addendum till the time of closing of tender and ensure that bid submitted by them are in accordance with all the corrigendum/addendums.

The entire tender process will be as per standard e-tendering norms of MCD. Any other information regarding tender can be obtained from the Office of Addl. Director (Homoeopathy), Phone No. 011-23228309.

I. PURCHASE THROUGH OPEN E-TENDER

Tenders will be accepted under Two Bid System i.e. Techno-commercial Bid and Financial Bid.

A) TECHNO-COMMERCIAL BID:

Firms desirous of participating in e-tendering should have a valid **Digital certificate (D.C./e-token)** that is essential for participation. The process of registration with MCD is mandatory. The techno-commercial bid shall include copies of a large no. of documents viz. Earnest money, PAN/ITCC, GST Registration Certificate, Latest GST deposition Challan, Registration with Govt. Agencies, Drug License, Test Analysis Report etc. Therefore in order to facilitate submission of tenders by the manufacturers, firms participating in tender shall upload all the relevant Papers/Documents/Annexure/techno commercial bid on the E-tendering site and also submit the Techno commercial bid (no Financial Papers to be submitted at this stage) along with the copies of all essential documents etc. in spiral bound book form with indexing **in the Office of Addl. Director (Homoeopathy), A-Block, 3rd Floor, Dr. SPM Civic Centre, J.L.N Marg, New Delhi - 110002** on or before the schedule date.

Samples of medicines/Items with specifications or valid test report etc. as detailed in the tender document shall have to be submitted in the Office of **M.O. I/c Central Homoeopathic Store, 2nd Floor, Lala Hansraj Gupta Health Complex, Sector 7, Rohini, Delhi-110085** in prescribed Performa on or before the scheduled date and time. They shall obtain the receipt of submission of samples which is to be enclosed with Techno-Commercial Bid. While they shall furnish the information in the template that the Techno-Commercial Bid submitted by them contains all necessary documents including EMD Receipt, Tender Fee Receipt and Samples etc. The details of documents to be submitted along with terms and conditions are given in the subsequent pages. The entire Techno-Commercial Bid would be uploaded on the E-Tendering site as per templates/Annexure as given in the Tender document and also will be submitted in sealed envelope superscribed as:-

<p>ENVELOPE NO-1</p> <p>Office of Addl. Director (Homoeopathy)</p> <p>TECHNO-COMMERCIAL –BID</p> <p>TENDER NO : _____</p> <p>DATED : _____</p> <p>TENDER FOR THE SUPPLY OF : _____(Group No._____)</p> <p>TENDER DUE ON : _____</p>

B. FINANCIAL BID:

- The entire **Financial Bid shall be uploaded** as per template given in the tender.
- All prices should be quoted in **Indian Rupees + GST as applicable**.
- All prices shall be including delivery of services at Central Homoeopathic Store, 2nd Floor, Lala Hansraj Gupta Health Complex, Sector 7, Rohini, Delhi-110085.

- The prices shall remain **firm and no increase** will be allowed during the entire period of contract. Conditional offers will not be accepted.
- Rates/prices will be revised only if Govt./State Govt. imposes a new tax or change the rates of existing Taxes, Duties, Cess, etc. subject to submission of documentary evidence.
- The Technical Bid will be opened first and the Bidders will be short listed on the basis of the pre-determined criteria listed hereinafter. The uploaded price bids of only short listed Bidders will be opened. The rates of the item(s) rejected by the approval board shall not be opened while online scrutiny of online financial bids. Comparative statement will be prepared.
- The rate contract will be made with the lowest Bidder and if required negotiations can be made with eligible L-1 as per CVC guidelines.

II. a Techno-commercial Bid (ENVELOPE NO.1)

For all Groups except Group H (Sundry Items)

A. Documents

It must contain self attested copies of the following documents in serial order:-

1. **Earnest Money Deposit (E.M.D.) Receipt** Every Bidder will have to deposit Earnest money of Rs.90,000/- (Rs. Ninety Thousand only) through online E-payment mode. Earnest money deposit of unsuccessful Bidder shall be refunded without interest. EMD of successful Bidder will be retained till the expiry of the contract and will be refunded thereafter without interest. EMD submission is exempted from Micro and Small Enterprises as per prevailing rules subject to submission of valid registration certificate from appropriate authority.
2. Valid MSME registration certificate from appropriate authority, if any.
3. **Forwarding letter** as per prescribed Performa attached hereto. (**Annexure No.1**).
4. Copy of **Permanent Account Number** (compulsory) along with I.T.C.C. (Optional).
5. **GST** Registration Certificate and latest GST deposition Challan of the manufacturer and the distributor (if any).
6. **Manufacturing License:**
 - a) **Drug Items:**
 - Certified copy of "**Drug manufacturing License**" from Food & Drugs Administration along with the list of products licensed to manufacture, duly renewed up to date. If quoted items are being manufactured at different places, copies of manufacturing license from respective F.D.A./Drug Controller should be enclosed. Bidders should **highlight the items** quoted in the list of products licensed to manufacture and also **mention the Sr. No. of the item as per the Formulary**. The firm must have manufactured the product quoted for more than past 3 years.

b) Non Drug Items

- Enclose copy of valid manufacturing license.
7. **Performance certificate** from concerned Food & Drugs Administration as per enclosed Performa (**Annexure No. II**). If the manufacturer is manufacturing items for which tender is issued at various places either in Delhi or outside Delhi, the Bidders should obtain performance certificate from the respective Food & Drugs Administration / Authority where the manufacturing activities are carried out. Performance certificate should not be more than two years old.
 8. Certificate from concerned Food & Drugs Administration certifying that the drugs licensed are manufactured by using **Good Manufacturing Practices (latest copy of valid GMP to be enclosed)** as per revised schedule **M-1 of Drugs & Cosmetic Act**.
 9. **Non Conviction Certificate** from State Licensing Authority declaring that the firm has not been convicted during the past three years.
 10. Affidavit declaring that the firm has **not been black listed and debarred** by any of the State or Central Govt. or any Agency for the past three years.
 11. Bonafide **Distributor Certificate – Annexure No. III**.
 - Tenders will be accepted from **manufacturers** only. However, manufacturing firm can appoint distributor (Area-wise) for supply or can supply directly. A manufacturing firm desirous of appointing distributor should mention their name. **No replacement of distributor within the tender period will be allowed. However, the firm can withdraw the distributor.** Copy of Drug License of such distributor renewed up to date should be submitted along with authority letter of distributor as per Performa, (Annexure no. III). Copy of agreement between distributor and manufacturer be enclosed, if executed.
 - Authorized Distributor/ Agent/Dealer should also submit his GST registration certificate and Drugs License in Envelope No. 1.
 12. **Annual Turn Over** - The firm should have Annual Turn Over of at least Rs. One crore each year for last three financial years. A certificate to this effect from CA along with the Audited copies of balance sheet and Income Tax Return for the past three financial years is also required to be submitted.
 13. **Sample Receipt** - The original receipt of samples obtained from the office of M.O. I/c Central Homoeopathic Store, 2nd Floor, Lala Hansraj Gupta Health Complex, Sector 7, Rohini, Delhi-110085 should also be submitted in Envelope-I as per **Annexure- IV**.

Note: - As per M/o AYUSH order vide Z.25023/02/2018-DCC(AYUSH) dated 17th May,2018 "Analytical Tests Reports of Samples are not required to be submitted along with the Tender Document".

14. Performa for **Quality Control** in terms of **Annexure –V**.
15. Item-wise remarks if any worth mentioning regarding the product.
16. Any assumption condition, deviation etc different than those stated in the tender invited and condition thereof has to be mentioned clearly.
17. Details of Bidder as per **Annexure. No. VI** will be submitted along with the tender.
18. Statement showing installed capacity of the product quoted and quantity, which the Bidder will be able to supply in the event of selection, should be submitted in envelop no. 1 as per **Annexure No. VII**.
19. An **undertaking** as per **Annexure. No. VIII** that a test report from Government Authorized Lab for each batch of supply will be submitted along with supply.
20. The definite **storage conditions**, if any, should be mentioned along with the supplies.
21. Particulars of the authorized person as per **Annexure No. IX**.

II. b Techno-commercial Bid (ENVELOPE NO.1)

For Group H (Sundry Items)

Tenders are invited from manufacturers/distributors/suppliers for supply of sundry items enlisted in Group H.

A. Documents

It must contain self attested copies of the following documents in serial order:-

1. **Earnest Money Deposit (E.M.D.) Receipt** Every Bidder will have to deposit Earnest money of Rs.50,000/- (Rs. Fifty Thousand only) through online E-payment mode. Earnest money deposit of unsuccessful Bidder shall be refunded without interest. EMD of successful Bidder will be retained till the expiry of the contract and will be refunded thereafter without interest. EMD submission is exempted from Micro and Small Enterprises as per prevailing rules subject to submission of valid registration certificate from appropriate authority.
2. Valid MSME registration Certificate from appropriate authority, if any.
3. **Forwarding letter** as per prescribed Performa attached hereto. (**Annexure No.1**).
4. Copy of **Permanent Account Number** (compulsory) along with I.T.C.C. (Optional).
5. **GST** Registration Certificate (mandatory) and Latest GST deposition Challan of the manufacturer and the distributor (if any).
6. **Certification** -The item quoted should be ISI marked/CE/ISO certified, if applicable.

7. Bonafide **Distributor** Certificate (if applicable) - **Annexure No. III.**

- Tenders will be accepted from **manufacturer/distributors/suppliers**. However, manufacturing firm may appoint distributor (Area-wise) for supply or can supply directly. A manufacturing firm desirous of appointing distributor should mention their name. **No change of distributor within the tender period will normally be allowed.** Copy of agreement between distributor and manufacturer be enclosed, if executed.
 - Authorized Distributor / Agent/Dealer should also submit his GST registration certificate and PAN in Envelope No. 1.
8. **Annual Turn Over** - The firm should have Annual Turn Over of at least Rs.20 lakh each year for last three financial years. A certificate to this effect from CA along with the Audited copies of balance sheet and Income Tax Return for the past three financial years is also required to be submitted.
9. **Sample receipt** - The original receipt of samples obtained from the M.O. I/c Central Homoeopathic Store, 2nd Floor, Lala Hansraj Gupta Health Complex, Sector 7, Rohini, Delhi-110085 should also be submitted in Envelope-I as per **Annexure- IV.**
10. Item-wise remarks if any worth mentioning regarding the product.
11. Any assumption condition, deviation etc. if taken, different than those stated in the tender invited and condition thereof has to be mentioned clearly.

B. Samples

The Bidder is required to submit labelled sealed samples of Homoeopathic Medicines/Items in proper and same packing as intended at the time of supply on or before the specified date. The Corporation will not pay any compensation in case the samples are not returned. The Bidder shall fill in Performa receipt in *triplicate* in the format as per **Annexure – IV** for each item. The samples will be submitted in the office of M.O. I/c Central Homoeopathic Store, 2nd Floor, Lala Hansraj Gupta Health Complex, Sector 7, Rohini, Delhi-110085. On receiving the samples, the office of MO I/C, Central Homoeopathic Store will issue receipt in duplicate as per **Annexure – IV** to the Bidder. The Bidder should retain original with them. The duplicate copy should be enclosed in Envelope no. 1.

Without samples, the tenders will not be considered.

The Bidder should submit labelled **sealed samples** specifying Item numbers and Group Numbers. The batch number of the drug submitted as sample should tally with the batch number reflected in the test report of the same drug. The label should comply with the Drugs & Cosmetic Act, 1940 and rules made there under with latest amendments.

Note: - As per M/o AYUSH order vide Z.25023/02/2018-DCC(AYUSH) dated 17th May,2018 "Analytical Tests Reports of Samples are not required to be submitted along with the Tender Document".

The Bidder will submit following samples:

GROUP 'A' HOMOEOPATHIC DILUTIONS

(1) 30 Potency	2 sealed samples of any three medicines.
(2) 200 Potency	2 sealed samples of any three medicines.
(3) 1M Potency	2 sealed samples of any three medicines.
(4) 10M Potency	8 Sealed samples of any three medicines.
(5) 50 M Potency	8 Sealed samples of any three medicines.
(6) CM Potency	8 Sealed samples of any three medicines.

GROUP 'B' HOMOEOPATHIC MOTHER TINCTURES

(1) Mother Tincture	2 sealed samples of any three medicines.
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GROUP 'C' HOMOEOPATHIC TRITURATIONS

(1) 3x Potency	2 sealed samples of any three medicines.
(2) 6x Potency	2 sealed samples of any three medicines.

GROUP 'D' BIOCHEMIC & BIOCOMBINATION MEDICINES

(1) Biochemic Medicines 3x Potency	2 sealed samples of any three medicines.
(2) Biochemic Medicines 6x Potency	2 sealed samples of any three medicines.
(3) Biochemic Medicines 12x Potency	2 sealed samples of any three medicines.
(4) Five Phos 6x	2 sealed samples of Five Phos 6x.
(5) Biocombination	2 sealed samples of any three medicines.

GROUP 'E' HOMOEOPATHIC SPECIAL PREPARATIONS

(1) Alfalfa Tonic 115 ml	2 sealed samples.
(2) Arnica Oil 110 ml	4 sealed samples.
(3) Mullein Oil 8 ml	26 sealed samples.
(4) C.C.S. Drops 15 ml	14 sealed samples.
(5) Calendula Dressing Powder 20gm	10 sealed samples.
(6) Succus Cineraria Maritima Eye Drops 8 ml	26 sealed samples.
(7) Euphrasia Eye Drops 8 ml	26 sealed samples.
(8) Phytolacca Berry Tablets 20gm	10 sealed samples.

GROUP 'F' HOMOEOPATHIC DISPENSING ITEMS

(1) Globules No.20 - 450gm	2 sealed samples.
(2) Globules No.30 - 450gm	2 sealed samples.
(3) Globules No.40 - 450gm	2 sealed samples.
(4) White Diskets - 450gm	2 sealed samples.

GROUP 'G' HOMOEOPATHIC OINTMENTS

Ointment 15 gm each	14 sealed samples of each quoted ointment.
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GROUP 'H' SUNDRY ITEMS

- | | |
|---|------------------------------|
| (1) Empty Tube Phials Machine Made Glass/
HDPE Plastic Screw with cap - 5ml | : One gross sealed sample |
| (2) Empty Tube Phials Machine Made Glass/
HDPE Plastic Screw with cap - 10ml | : One gross sealed sample |
| (3) Empty Dropper Fitted Glass Phials - 30 ml | : One gross sealed sample |
| (4) Plastic Pots - 30 gm | : One gross sealed sample |
| (5) Plastic Self Locking Envelopes – 2 x 3 inches | : 1x100 sealed sample |
| (6) Butter Paper 8cm x 6cm | : 1x100 gm sealed sample |
| (7) Blank White Stickers 0.5 x 1.5 inches | : One Sheet as per formulary |

The unsuccessful Bidders are at liberty to obtain back their samples on surrendering the original copy of receipt within a period of 45 days of finalization of the rate contract. Thereafter such samples will be disposed of and no claim thereof will be entertained.

The samples of successful Bidders will be retained in the office M.O. I/c Central Homoeopathic Store, 2nd Floor, Lala Hansraj Gupta Health Complex, Sector 7, Rohini, Delhi-110085 till the expiry of the contract.

III. a) Criteria for Evaluation of Techno-Commercial Bid – For all groups**Envelope No.-1**

Envelope no. 1 should contain the following documents in the order mentioned below:

- 1) Receipt of Earnest Money deposit of Rs. 50,000/- paid through online E-payment mode.
- 2) Downloaded Tender Form with receipt of Tender fee paid through online E-payment mode.
- 3) Valid MSME registration certificate from appropriate authority, if any.
- 4) Forwarding letter as per **Annexure-I**.
- 5) P.A.N. (Compulsory) and I.T.C.C. (Optional).
- 6) GST Registration Certificate and latest GST deposition Challan of the manufacturer and the distributor (if any).
- 7) Valid drug license of each item quoted. **(Highlight each item quoted and each page should be signed & stamped by Drug Controller).**
- 8) Performance certificate as per **Annexure-II**.
- 9) WHO GMP Certificate as per revised schedule M-1 of Drugs and Cosmetic Act.
- 10) Non-Conviction certificate by State Licensing Authority.
- 11) Affidavit of no black listing /debarring.
- 12) Bonafide Distributor Certificate as per **Annexure-III**.
- 13) Certificate of Annual turnover supported by audited balance sheet, audited profit & loss account and income tax return for preceding three financial years.
- 14) Sample receipt as per **Annexure-IV**.
- 15) Quality Control Performa as per **Annexure-V**.

- 16) Details of Bidder as per **Annexure-VI**.
- 17) Installed Capacity as per **Annexure-VII**
- 18) Undertaking as per **Annexure-VIII**.
- 19) Particulars of Authorized Person as per **Annexure-IX**.

Note: - As per M/o AYUSH order vide Z.25023/02/2018-DCC(AYUSH) dated 17th May,2018 "Analytical Tests Reports of Samples are not required to be submitted along with the Tender Document".

- Approval of Sample by the Technical board.
- Any other condition preset by the Purchase board to objectively assess the Technical Competence of the Bidder.

Financial Bid will be opened for scrutiny, only when Techno-Commercial Bid is found in order and the samples submitted have been approved by the Technical Board. The rates of the drugs/items will only be considered, if the technical Board approves the same. Mere approval of techno-commercial bid does not indicate all items quoted have been approved by the Technical Board. If any of the documents to be enclosed in Envelope No. 1 is not attached or is incomplete, no further opening of Financial Bid will be done and tender will be liable for rejection without any correspondence in this regard.

Note: Technically successful bid does not necessarily mean all items quoted are technically approved for price consideration.

b) Criteria for Evaluation of Financial Bids –

The entire financial bid is to be submitted online as per template.

General:

- The authorized signatory of the firm should sign all individual pages of these terms and conditions of tender form. The signing of each page of the tender form is essential, as the Bidder has to abide by the terms and conditions of tender. The stamp of the firm should accompany the signature. Terms and conditions duly signed should be enclosed along with Techno-Commercial bid.
- Any false statement made by the Bidder will make the tender invalid and contract awarded will stand terminated. Such Bidder shall also be liable for penal action, including black listing.
- In case of submission of incomplete/false documents, the technical bid shall be summarily rejected without any communication to the Bidder, among other punitive measures.
- In case, the rates quoted by any Bidder will be unreasonably low at through away price, it will be considered that the Bidder has not properly understood the requirement. To avoid further disputes, purchase of that items may be liable to be dropped.

- The decision of technical board/expert committee/TEC & PEC will be binding for deciding rate, contract & agency. Items recommended essential for inclusion in rate, contract on recommendations be considered for mandatory approval by the competent authority.
- **The decision of the Director (AYUSH)/MCD is final and binding. Director (AYUSH)/MCD does not pledge herself/himself to accept the lowest or any tender and reserves right to split the quantity amongst the eligible Bidder and to relax any of the conditions of this tender. Director (AYUSH), reserves right to reject any or all tenders without assigning any reason/reasons.**

IV. DIRECT DEMANDING OFFICER:

Addl. Director (Homoeopathy), MCD will be the Direct Demanding Officer, who will issue supply orders.

* If any new DDO comes in existence, the supplies will have to be made on the same terms & conditions of contract.

V. Tender Fee

Tender Fee Receipt of Rs.1000/- paid through online E-payment mode must be enclosed with techno-commercial-bid, failing which the bid shall be rejected.

VI. Earnest Money

Earnest Money Receipt paid through online E-payment mode must be enclosed with techno-commercial bid, failing which the bid shall be rejected. Earnest Money Deposit of unsuccessful Bidder shall be refunded without interest. While EMD of successful Bidder will be retained till the expiry of the contract and will be refunded thereafter without interest.

VII. Agreement

- In the event of acceptance of Contract, an agreement on Rs. 100/- non judicial stamp paper as per specimen given in annexure shall be executed by Bidder (supplier) through its Authorized Signatory with Municipal Corporation of Delhi through Director (AYUSH) within 15 days of award of offer of Rate Contract. **No supply will be received before signing of contract and MCD is not liable to make payments of such supplies received before signing of the contract.**
- If the firms fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Municipal Corporation of Delhi to forfeit the EMD furnished by the firm.
- Non performance of the contract agreement provisions will further disqualify him to participate in the tender and is likely to be debarred for next consecutive tenders of MCD.

VIII. Supply Order

- After the rate contract is finalized and the agreement executed/entered into, Addl. Director (Homoeopathy), Municipal Corporation of Delhi can place the supply orders for Medicines and/or sundry items by registered post/speed post or by self to the agency (ies) with whom contract has been entered.
- Supply orders will be placed during the contract period and will have to be accepted till the expiry of contract period.
- The successful Bidder will be required to supply the items at the rate quoted and agreed, during the extension of the contract period, which will not be ordinarily more than three months.

IX. No guarantee

No guarantee can be given regarding the minimum quantity of supply of order and the contractor will supply quantity as may be ordered by the D.D.O.

X. Security deposit

In the event of tender being accepted, Bidder will have to furnish (Performance) **Security Deposit @ 5%** of the actual value of supply orders in the form of NSC/ FDR. 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 contractor. The security shall stand forfeited in the event of breach of any of the terms of contract by the contractor.

XI. Supplies

Marking and Packing

- Each unit of the supply should be strictly labelled as per the requirement of Drugs and Cosmetic Act 1940 and the amendments/rules made thereafter.
- M.R.P. should not be printed on the product supplied.
- All labels and packing should include the words **"MCD Supply. Not for Sale"**.
- Droppers, Applicators, Dispensers, etc. must be supplied along with the drug, wherever applicable.
- Loose supplies, damaged packing, damaged/improper labels will not be accepted.
- The packing should be able to prevent damage during transportation.
- If no pack is specified, Bidder may quote for standard packs available in the market. It should be ensured that **only first class packing material**, of uniform size for every packing is used.
- The supply should comply with the provision of the Drug and Cosmetic act, 1940 and amendments made there under.
- For Group-H (Sundry Items) conditions as applicable.

Contractor is bound to supply any minimum/maximum quantity demanded by the direct demanding officer, **and part supply will be treated as non-supply.**

Director (AYUSH) reserves the right to reject any or all offers including the lowest quotations without assigning any reason what so ever. Director (AYUSH) reserves the right to split the quantity amongst the eligible Bidders and to relax any of the conditions of this Tender

XII. Fall Clause

- The rate quoted by the Bidder 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.
- 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. /GNCTD at a price lower than the price chargeable under the contract, he will forthwith notify such reduction or sale or offer to sale, to MCD and the price payable under the contract for the supplies after this period will be reduced correspondingly.
- Any aberration in the clause by the firm, will invite severe punitive action against the firm including de-registration and suspending business with the firm.
- The successful Bidder will be required to supply the items at the rate quoted and agreed during the extension of contract period, which will not be ordinarily more than three months.

XIII. Delivery Period

- Delivery period will be **60 days** from the actual date of dispatch of supply order. For delay in supply, a penalty @ 1.25% per week will be imposed. The maximum penalty should not exceed 5% of total value of orders. If the contractor is not in a position to supply within the stipulated time, he will inform D.D.O. and an extension of maximum of **four weeks** can be granted by **Director (AYUSH)**. The penalty shall be imposed during this period.
- Under exceptional circumstances the firm can request for condonation of supply/remaining supply subject to payment of penalty as above that shall be recovered, if required, from Security Deposit/Earnest Money Deposit/any other dues payable to the firm. Director (AYUSH) shall be at liberty to condone such supplies, if the reasons offered by the firm are valid, subject to payment of penalty.

XIV. Penalty for Non-Supply

In case of failure to supply within **60 days**, extension can be granted for another period of **four weeks** on request. However, if no supply is made within **88 days** from date of supply order, the supply order shall be cancelled subject to 5% penalty on whole amount.

Part supply will be treated as non supply. Penalty of 5% on whole amount will be deducted from other unpaid dues/security money of the firm.

If there is failure to supply for 2 or more occasions of a particular item in the period of contract, the firm may be debarred to supply the said item for current tender period as well as next tender period.

XV. Terms of payment

The efforts will be made for making payment within 120 days after the receipt of bills and approval of items supplied. However, in case the payment is delayed, no interest will be paid for delayed period of payment.

XVI. Inspections

- The successful Bidder having the factory within or outside Delhi state must give an undertaking that when asked, before entering into the agreement, whenever necessary the representative of MCD will be allowed to visit their factory.
- The Bidder should provide all facilities and co-operation to the visiting team constituted by Director (AYUSH), MCD for inspection of the production site/manufacturing premises.

XVII. Inspection Fees

The Bidder will deposit a sum of Rs. 5,000/- if the factory is located in Delhi and Rs.10000/- if located outside Delhi when directed by Director (AYUSH) as inspection fee.

This will be non refundable and will be deposited in the form of Demand Draft in favour of Commissioner, MCD.

XVIII. Change in constitution of firm.

Any change in pattern of ownership of the contracting firm will not nullify the provisions of contract. The contract will devolve on successor owner.

XIX. Notices

All the notices/letters/supply orders, etc. intended to be served to Bidder will be deemed to have been served if sent by UPC/registered post or through E-mail to address mentioned in the tender.

XX. Quality control

- All supply of drug and items covered under The Drugs and Cosmetics Act, 1940 & Drugs & Cosmetics Rules, 1945 and amendments made thereafter, should be accompanied by the test report of the batch supplied, declaring it **as of Standard Quality** in form no. 39 from a Govt. approved drug laboratory.

- Regular and random testing of the drugs will be under taken from time or at any time during the shelf period from Govt. lab/Govt. approved drug laboratory, at the cost of Bidder/supplier. If the Bidder fails to pay the said expenses when called upon to do so, Direct Demanding Officers of MCD have the right to recover the same from the Bidder's deposits or any outstanding dues of the Bidder in MCD.
- The test report from the Govt. lab/Govt. approved lab from where samples are tested by MCD shall be final and binding.
- In case the testing is done in more than one laboratory, the result of any one of them claiming it as substandard will be considered for appropriate action even if in other laboratory it is claimed as of standard quality.
- Items included in Group H (Sundry Items) can also be subjected to test analysis at the cost of the supplier randomly solely at the discretion of the approval board of the DDO/the DDO himself.

XXI (a). Drugs declared, "sub standard/ not of standard quality".
(For all Groups except Group H – Sundry Items)

As per The Drugs and Cosmetics Act, 1940 & Drugs & Cosmetics Rules, 1945 and the guidelines of Drug controller General, India, the sub standard/not of standard quality drugs are: -

Drugs declared **misbranded**, **adulterated**, and **spurious** as per The Drugs and Cosmetics Act, 1940

Actions

- Stop usage and distribution of the drug.
- In all above cases the contract for the particular item with the firm shall be cancelled & purchase cost of full order irrespective of the amount consumed shall be recovered from the contractor from his deposit or from his any pending bill in MCD.
- No payment of the supply including consumed stock and such amount may be deducted from bills /other pending dues/ deposits in MCD.
- The unconsumed quantity of the supply will be destroyed in presence of Drug Controller and any expenditure incurred on this will be recovered from contractor.
- Deduction of Lab Test charges from unpaid dues.
- The firm shall be black listed for the current and next two contract period.
- Forfeiture of security.
- Drug Controller to be informed for taking necessary action as per rules.

XXI (b). Items declared, “sub standard/ not of standard quality”.
(For Group H – Sundry Items)

- Stop usage of the substandard item supplied.
- The supply shall be rejected.
- Contractor shall replace the entire existing stock at his own cost.
- In case contractor fails to replace, no payment for the supply including consume.
- Forfeiture of security.
- Repeated failures can invite other punitive action like debarring/blacklisting.

XXII. Shelf life

The medicines to be supplied should not be more than six months old from the date of manufacture of the same.

XXIII. Final Packing

- Final Packing shall be done in corrugated fiber boxes conforming to ISI standards. These shall be suitable and strong enough to bear transit hazards.
- The glass bottles should be certified of standard quality for storage of Homoeopathic medicines and having a leak proof double lid. In case of plastic container a certificate of being “biological plastic” should be sent along with supply.
- Goods should be dispatched at carrier’s risk failing which they should properly be covered by transit insurance or Government insurance. However, the supplier will be responsible until the entire store contracted is in good condition at destination point.
- Other conditions of packing and labeling should be strictly as per norms laid down under Drugs and Cosmetics Act.

XXIV. Certificate on Bill/ Challan

Every Challan should bear the following certificate:

- The product supplied under this bill/challan is manufactured as per standards mentioned in Pharmacopoeia/ISI standard and the product is of standard quality. We are solely responsible for the defect/deviation from these standards, if found any time in future.
- Certified that item supplied has not been debarred or firm is not blacklisted.

XXV. Procedure of supplies and risk purchase

- The DDO mentioned in the schedule will send the order for Medicines and Sundry Items by registered post or by self to the Bidder. In case the firm chooses to collect the supply orders in person from the office of DDO, the same shall be issued only to authorized representative of the firm/Bonafide distributor.

- The rate contract holder should acknowledge the receipt of the order to the DDO by the letter sent by registered post A/D within 15 days, stating the exact delivery period required and quantities he will be supplying to the DDO. If the rate contract holder is not in a position to supply the entire quantity intended, he will inform the DDO by the letter under registered post.
- If the rate contract holder fails to supply the stores within the stipulated delivery period, penalty at the rate of 1.25% of the cost of ordered quantity, per week or part there of subject to maximum penalty up to 5% of the total value of supply order, supplied late by him. The penalty will be charged by deducting from the Bills or security deposits, after confirmation from Director (AYUSH). An extension of maximum of four weeks can be granted by competent authority and penalty shall be imposed upon during that period.
- In the event the firm fails to supply within 88 days, the supply order shall automatically stands cancelled, and penalty of 5% on the whole amount of supply order shall be deducted from other unpaid dues/security money/E.M.D.
- If the firm fails to supply a Drug/ Item within the stipulated period without valid reasons, MCD shall be at liberty to purchase the said Drug/ items from open market at the risk and cost of erring firm. This will be in addition to the penalty imposed upon the firm as stated above.
- **Decision of the Director (AYUSH) will be final.**

XXVI. Jurisdiction

Only the Courts in Delhi shall have jurisdiction to try all disputes and matters arising out of and under this Agreement.

XXVII. Force Majeure

If, at any time, during the continuance of the agreement the performance in whole or in part, by the firm, of any obligation specified in the agreement, is prevented, restricted, delayed or interfered, by reason of war or hostility, act of public enemy, civic commotion, sabotage, act of State or direction from statutory authority, explosion, epidemic, quarantine restriction, fire, floods, natural calamities or any act of GOD, (hereafter referred to as event), provided noticed of happenings of any such event is given by the firm to the Department of AYUSH within seven calendar days from the date of occurrence thereof, the firm may be excused from performance of its obligation. Provided further that the obligations under the Agreement shall be resumed by the firm, as soon as practicable, after such event comes to an end or ceases to exist. The decision of Department of AYUSH as to whether the obligations may be so resumed (and the time frame within which the obligations may be resumed) or not, shall be final and conclusive.

However, the Force Majeure events mentioned above will not, in any way, cause extension of the period of the Agreement.

XXVIII. Code Of Integrity

No official of the procuring entity or a bidder shall act in contravention of the codes which include-

- (i) Prohibition of:
 - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - b) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - c) Any collusion, bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - d) Improper use of information provided by the procuring entity to the bidder with intent to gain unfair advantage in the procurement process or for personal gain.
 - e) Any financial or business transactions between the bidder and any official or the procuring entity related to tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
 - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - g) Obstruction of any investigation or auditing of a procurement process.
 - h) Making false declaration or providing false information for participation in a tender process or to secure a contract
- ii) Disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

If the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

XXIX. 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.

XXX. Public Procurement Policy for MSMEs

Public Procurement Policy notified by Ministry of Micro, Small & Medium Enterprises in respect of MSMEs and amendments thereof from time to time shall be implemented.

XXXI. Termination of Contract for Insolvency

If the supplier becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the supplier, without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to Procuring Entity.

XXXII. Other Conditions

- No assistance in obtaining import license or any license/permit etc. in respect of raw material on finished goods of accepted items will be provided by MCD.
- In case of medicines or any of the ingredients not manufactured in India, the Bidder will have to import directly & if any re-packing is required, repacking works will have to be got done at their own cost.
- In case the quantity mentioned in the tender, stated under heading approximate annual requirement, are only approximate estimated quantity and the Director (AYUSH) is not bound to purchase the same quantities. The Director (AYUSH) also reserves the right to increase or decrease these quantities as per requirement during the tenure of tender.
- Bidder must distinctly understand that they will not be allowed any increase over the rates quoted by them during the contract period. The rate revision may be considered only in case of imposition of duty or increase in tax by Govt., either Central or State and only after necessary legal documentary evidence is produced by the firm in support thereof. However, no supply of drug items shall be stopped because of this reason during the contract period and if supply is stopped, the Bidder will be liable for risk purchase and penalty there under.
- The successful Bidder will be required to supply the items at the rate quoted and agreed during the extension of contract period, which will not be ordinarily more than three months beyond the contract period.
- The supplier shall arrange free replacement of any quantity, which may deteriorate in potency, strength etc before date of expiry marked on labels.
- Any dues or payment arise from the contract from contractor toward MCD, where no specific time is laid down in terms and conditions will be paid by the contractor within a limit communicated to him.
- The past performance of the contractor will be taken into consideration for award of rate contract.

- The Bidder should submit an affidavit on stamp paper stating that the drugs, which are being quoted, are not banned under section 26(A) of Drug and cosmetic Act, 1940 and have been manufactured in accordance with the rules framed there under.
- No additional documents will be accepted later once the techno-commercial bid is opened.
- The Bidder must certify that each and every page of the tender document have been serially numbered, signed and stamped by the Bidder.
- For Group H (Sundry Items), conditions as applicable.
- Any conditional offer is liable to be rejected.
- All conditions laid down in the tender document, bid advertisement, schedules, etc. will be part of the tender.

Director (AYUSH)
Municipal Corporation of Delhi

Contractor

Witness:

1) -----
Name and address:

2) -----
Name and address:

ANNEXURE-I**Forwarding letter of the firm**

From

To

The Addl. Director (Homoeopathy)
Municipal Corporation of Delhi
A-Block, 3rd floor, Civic Centre
Delhi- 110002.

Subject: Supply of Homoeopathic Medicines and Sundry Items at the quoted rates to Municipal Corporation of Delhi, AYUSH Department for the period of two years.

Sir/Madam,

I/We/am/are authorized/authorized signatories of M/s _____

I/we hereby undertake as follows: -

1. I/we hereby undertake to supply Homoeopathic Medicines and Sundry Items in terms of Tender No. -----dated----- for the period of two years w.e.f. _____ at the rates quoted by me/us in the packing specified in the prescribed tender form, which is submitted herewith according to the instructions and the terms and conditions. Necessary documents as required are enclosed herewith in the order in which they are mentioned.
2. The rates quoted against each item of Homoeopathic Medicines and Sundry Items by me/us in the tender are inclusive of all taxes, packing, freight charges and duties payable during the contract period. Insurance of the goods, whenever required will be done with the Government Insurance Agency.
3. Necessary documents as required are enclosed herewith in the order in which they are mentioned.
4. Samples of the Homoeopathic medicines and Sundry Items quoted are submitted on or before due date in suitable sealed packing.
5. I/we understand that Security Deposit submitted on entering into contract, is likely to be forfeited in the event of lapse on my/our part to comply with the terms and conditions of the tender and also on the supplying medicines/items of sub standard quality or if proven to have followed unscrupulous practices apart from the liability of penal action for violating the law of the land.

6. I/we have carefully read and understood the terms and condition to avoid any error, omissions. I/we shall abide by these conditions. I/we will follow them very scrupulously.
7. I/we also take cognizance of the fact that failure to furnish the information called for by the Addl. Director (Homoeopathy)/ Director (AYUSH), Municipal Corporation of Delhi or to comply with any requirements laid down under the conditions will be considered as disqualification and the tender by rejection on that account.
8. I/we undertake to abide by the instructions issued by the Addl. Director (Homoeopathy)/ Director (AYUSH), Municipal Corporation of Delhi from time to time.
9. I/we undertake to bear the cost of Bioavailability testing/ testing for the quality of the product supplied whenever the Addl. Director (Homoeopathy)/Director (AYUSH), Municipal Corporation of Delhi or any other authority acting on their behalf decides to do this testing during the contract period.
10. In case of my supply declared substandard by any approved agency I/we am/ are liable for appropriate action including debarring/blacklisting.
11. The rate quoted by me/us will not be higher than the rate as to be quoted by me/us to any Govt. Institution/agency within Govt. of NCT of Delhi during the contract period.
12. If at any time during the execution of the contract, I/we reduce the sale price or sells or offers to sell such stores, as are covered under the contract, to any person/ organization including any Dept of the Central Govt. / GNCTD at a price lower than the price chargeable under the contract. I/we shall forthwith notify such reduction or sale or offer of sale to MCD, and the price payable under the contract for the store supplied after the date of coming into force of such deduction or sale or offer shall stand correspondingly reduced.

I/we hereby undertake to abide by the terms and conditions of the contract modified from time to time and I/we have signed all the papers of terms and conditions and filled up prescribed Performa given along with the tender.

Yours faithfully,

(Signature of Bidder with stamp)
(Authorized Signatory)

ANNEXURE-II**FOOD AND DRUG ADMINISTRATION/ AGENCY ISSUING
MANUFACTURING LICENSE**

No. _____

Dated _____

Office of the Drug Licensing Authority

----- Division
-----**PERFORMANCE CERTIFICATE**

This is to certify that Messrs _____
 having manufacturing premises at _____
 is holding manufacturing license(s) no. _____ valid up to _____
 under the Drugs and Cosmetics Act, 1940, and / or _____ Act and Rules there under,
 on the said address and that the performance of the aforesaid manufacturer for the preceding
 three (3) years is satisfactory, and that --

- i. The medicines in respect of which this certificate is issued is/ are manufactured on the own license of the manufacturer and not on the other's / loan license.
- ii. The manufacturer has its own quality control section.
- iii. During the preceding three (3) years there is no instance of suspension or cancellation / suspension of full or part thereof of any license issued to the manufacturer, in respect of any of the medicines considered are not of standard quality.
- iv. During the preceding three (3) years there is no instance of suspension or cancellation of the factory license (full license) on any account.
- v. During preceding three years there has not been any instance wherein any of the medicines manufactured by the manufacturer is reported to be spurious or adulterated.
- vi. During preceding three years no administrative action or prosecution is contemplated or launched against the manufacturer under the Drugs and Cosmetics Act, 1940 and rules.
- vii. During the period of three (3) preceding years, the manufacturer has not been convicted under any law including the Drugs and Cosmetics Act, 1940 and rules there under, to undergo imprisonment for more than one day.
- viii. The manufacturer has submitted year wise (April to March) production statement for preceding three (3) years giving figures of sale of Homoeopathic medicines duly certified by Chartered Accountant.

**Signature/Seal of
Drug Licensing Authority**

ANNEXURE-III**AUTHORITY LETTER**

(Authority letter to be issued by the manufacturer for appointing Distributor/Dealer/Agent etc)

I/we the undersigned who is/are authorized signatory/signatories of the manufacturing firm

M/s _____

Address _____

do hereby Authorize / Appoint M/s _____

Address _____

_____ for supplying Homoeopathic medicines and Sundry Items including collecting the orders/raising the bills for the items manufactured by me/us under the Tender No. _____ dated _____. I/we have not authorized any other distributor/agent/Dealer etc. for this purpose.

I/we have gone through all the terms and conditions of the tender and the same will be binding on me/us and also on the Distributor/Dealers/Agent M/s _____ appointed by me/us during the whole contract period including extension period of the said contract.

I/We hereby undertake that I/we shall not change our authorized distributor/agent/dealer as mentioned during the period of contract including extension period.

Authorized Signatory of the firm
(Rubber stamp)

ANNEXURE- IV**(To be submitted in triplicate on firm's letterhead)****SAMPLE RECEIPT****TENDER FORM NO.....****Dated.....**

Please receive following samples of Homoeopathic medicines and Sundry items from
 M/s_____ Address_____
 _____ for the tender enquiry No.
 _____ dated _____.

S. No.	S. No. in Tender Form	Name of Homoeopathic Medicine/Sundry Item	Batch No.	Date of Manufacture	Date of Expiry	Type of Container	Manufacturing License No.	Number of units submitted

(Note: Attach another specific sheet, in case above space is not adequate)

Specific storage conditions, if any_____

Remarks _____

Place:

Bidder's Signature with seal

Date:

Received above samples
**Receiver's signature
 with date and stamp**

ANNEXURE-V**PROFORMA FOR QUALITY CONTROL**

Name and address of Bidder _____

(i) Company's standing and experience of formulation :

- (a) Year of establishment of the firm _____
 (b) Year of introduction of the product _____

(ii) Information of the product:

- (a) Description of the product _____
 (b) Tests _____
 (c) Composition _____

(iii) Quality control facilities within the manufacturing unit :

(iv) Raw material:

- i. Basic Manufacturer: Yes/ No.
 ii. If no, source of the raw material:

(v) Undertaking:

I/we undertake to bear the cost of Bio-availability testing/testing for the quality of the product whenever the Director (AYUSH), Municipal Corporation of Delhi, or any other authority acting on behalf of Municipal Corporation of Delhi.

Signature and stamp of Bidder

ANNEXURE-VI**PROFORMA TO BE SUBMITTED ALONGWITH TENDER****(In Envelope No. 1)**

To be submitted in duplicate for supply of Homoeopathic medicines and Sundry Items for Homoeopathic Institutions under Municipal Corporation of Delhi

Statement of particulars of Drug Manufacturers/ Distributors etc.

(Put a tick mark where applicable, write "N.A." where not applicable).

1. Name and address of the firm:
 - (a) Places of manufacture
(In case of firms having more than one place, mention the nearest).
 - (b) Registered Head Office, Postal address and
Delhi Office address with Phone No. (if any).
 - (c) Total Annual Sales Turnover in the last financial year.
2.
 - (a) Is the firm registered under the Indian Companies Act, 1913, or Companies Act 1956 or any other act in force, if so, furnish certified Photostat copies of certificate of registration.
 - (b) In case of limited companies, furnish a copy of the Memorandum of Articles of Association.
 - (c) In case of proprietorship/partnership firms names of Partners with their percentage and share of profit.
3. Ownership status of the firm (i.e. Delhi Govt. / other State Govt. / Central Govt. / Joint sector / Co-operative / SSI)
4. Whether tendering as a Manufacturer etc. (State your category)
5. Name/Post of the Officer, address & Phone No. Who should be contacted by this office in case of any urgent need?
6. Location of other drug/medicine manufacturing works/factory (ies) owned by the firm (if any).
7.
 - (a) Details of arrangements for quality control.
 - (b) Whole time analytical chemists with names, qualifications and residential address of two of them.
 - (c) Equipment for quality control (Given name of the important equipments as relevant to medicines)
8. In case of manufacturing units:
 - (a) Total number of whole time chemists (Manufacturing /production/analysis/Quality control etc.)
 - (b) Whether covered by ESI, if so state number of registration.
 - (c) Are you registered under Factory Act? If yes, give particulars.

Date:

Full Signature of the Bidder
with official seal and address

ANNEXURE-VII*(Not applicable for Group- H)*

Name of Bidder _____

Address _____

A statement showing installed capacity of each quoted item per year with existing plant and machinery and quantity, which we will be able to supply.

S. No.	Items	Group	Installed Capacity	Quantity offered for supply
1	Dilutions			
2	Mother Tinctures			
3	Triturations			
4	Biochemic - Medicines & Combinations			
5	Five Phos 6x			
6	Alfalfa Tonic			
7	Arnica Oil			
8	Calendula Dressing Powder			
9	Succus Cineraria Maritima Eye Drops			
10	Euphrasia Eye Drops			
11	Mullein Oil			
12	CCS Drops			
13	Phytolacca Berry Tablets			
14	Globules			
15	White Diskets			
16	Ointments			

Signature of Bidder and stamp

ANNEXURE-VIII

PROFORMA OF UNDERTAKING FOR SUBMITTING TEST REPORT

(In Envelope No. 1)

I/ We _____ (Name of Bidder), hereby undertake to:

1) Submit along with supply, a test report from Government authorized Laboratory for each and every batch to be supplied under tender No. _____ dated _____.

2) Accept all the terms of tender No. _____ dated _____.

Date

**Full Signature of the Bidder
with official seal and
address**

ANNEXURE – IX**Particulars of Authorized person**

The firm must submit the details of the person, **(Bonafide Officer/official of the firm)** who has been duly authorized by the firm 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 :
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 decides to authorize any other person, the firm should submit fresh details of the newly authorized person.

(To be submitted with techno commercial bid)

ANNEXURE-X**CHECK LIST**

Please check and state whether you have submitted the following

S. No.	Details/Document	Yes / No	Page No.	
			From	To
1	Earnest Money Deposit Receipt			
2	Downloaded Tender Document with Tender Fee Receipt			
3	Valid MSME registration certificate from appropriate authority			
4	Forwarding letter as per Annexure-I			
5	Copy of P.A.N. and I.T.C.C. (Optional)			
6	GST Registration Certificate and latest GST deposition Challan			
7	Valid drug license of each item quoted.(Highlight each item quoted and each page should be signed & stamped by Drug Controller)			
8	Performance certificate as per Annexure-II			
9	GMP Certificate/WHO GMP			
10	Non-Conviction Certificate			
11	Affidavit of no black listing/debarring for the past three years			
12	Bonafide Distributor Certificate as per Annexure-III			
13	Certificate of Annual Turnover			
14	Audited copies of balance sheet and Income Tax Return for the past three financial years			
15	Sample receipt as per Annexure-IV			
16	Quality control Performa as per Annexure-V.			
17	Details of Bidder as per Annexure-VI.			
18	Installed Capacity as per Annexure VII			
19	Undertaking for Test report as applicable to the product from Govt. approved laboratory as per Annexure-VIII			
20	Particulars of the authorized person as per Annexure No. IX			
21	Do you manufacture any product on "Loan License basis" Give details from where you are getting it manufactured. Detailed list and addresses of firms			
22	Are you manufacturing products for other firms on "Loan License basis";if so details of name of the firms, number, names of products manufactured and % utilization of plan and capacity to be given			
23	Is the firm in technical collaboration with any Foreign Manufacturer, if so details thereof			

I/we hereby declare that particulars furnished above are true to the best of my/our knowledge and belief that if any of the particulars is found to be materially incorrect/misleading my/our tender shall be liable to be rejected and I/we are liable for penal action as per term specified in the "terms and conditions of tender".

Date

Full signature of the Bidder
With official seal and address

ANNEXURE-XI**AGREEMENT***(In Non- Judicial Stamp paper of Rs.100)*

This agreement is made onday of.....between Municipal Corporation of Delhi through Director (AYUSH) hereafter called the Corporation as first party and.....
here after called the contractor as second party.
 Contractor here by agrees to the following terms and conditions

1. After the acceptance of rate and agency by Director (AYUSH), Direct Demanding Officer will place the orders and contractor will supply them at any place mentioned in the supply order with in municipal limits of Delhi.
2. **Security deposit**-In the event of tender being accepted, Bidder will have to furnish Security deposit@ 5% of the estimated value of supply orders in the form of NSC/ FDR. This should be pledged in the name of Commissioner, Municipal Corporation of Delhi.
3. When the contract ceases, the pledge will be cancelled and security will be returned to the contractor. The security shall stand forfeited in the event of breach of any of the terms of contract by the contractor.
4. **No guarantee** can be given regarding the minimum quantity, which will be drawn against this contract but the contractor will supply quantity as may be ordered by the D.D.O.
5. **#** The supply of medicines will be accepted only if it is accompanied by the test report from Govt. approved drug laboratory, in form 39, claiming it as of standard quality.
6. The supply is subject to the approval by person/board as authorized by Director (AYUSH), who will have right to reject if it is not in accordance with the sample and other specifications.
7. **Delivery Period**-The order has to be executed within **60 days** of dispatch of supply order by registered post. In case contractor fails to execute it with in stipulated time penalty @ of **1.25%** per week will be imposed up to a maximum of **5%**. Delivery period may be extended with prior approval of Director (AYUSH) up to a maximum period of **4 weeks**, which will be permissible for extension. Penalty shall be imposed during this period.
8. **#** The contractor shall ensure that the supply ordered complies with the provision of Drug & Cosmetic Act 1940 and Rules made thereafter and are as per the specification given in the tender.

9. **Non supply-**

- a. If the articles 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 MCD or earnest money and/or security deposits.
- b. After 88 days, the supply order shall automatically be cancelled and penalty of 5% on whole amount shall be deducted from unpaid dues.
- c. Two or more instance of non-supply for a particular item by a firm will render the firm liable to be debarred to supply the item for current & next two tenders.
- d. Part supply will be treated as non supply. 5% penalty on whole amount will be deducted from other unpaid dues/security money of the firm.
- e. Condonation of supply, at discretion of Director (AYUSH) subject to penalty @ 5% on whole amount to be deducted from other unpaid dues or Security (Money) deposit.

10. **Jurisdiction**-All disputes relating to Rate Contract shall be subject to the territorial jurisdiction of Delhi Courts.

11. **Quality Control**-The D.D.O reserves the right for getting sample tested regularly and randomly from any approved drug laboratory at the cost of contractor. The report has to be accepted by the firm. The report of the lab shall be final and binding. DDO reserves the right to take action against the defaulting firms in case of supply of drugs found not of standard quality.

12. Furnishing of wrong information and false documents will make contractor liable to be debarred/blacklisted from participating in Municipal Rate Contract, even detected at a later date.

13. If any supply, supplied against the rate contract is declared "**Not of Standard quality**", on test analysis from any Govt. approved Laboratory, the contractor will be liable to replace the entire quantity or make full payment irrespective of the fact that a part or whole of the supply is consumed. Depending on the severity, the firm is liable to be de-barred for the current & next two tenders for that item or any other punitive action as per existing guidelines.

14. **Fall Clause**-The rate quoted by the Bidder should not be higher than the rate quoted by him to other Govt. Institutions/agencies within GNCT of Delhi during this contract period.

15. 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. /GNCTD at a price lower than the price chargeable under the contract, he shall forthwith notify such

reduction or sale or offer to sale, to MCD and the price payable under the contract for the supplies after this period will be reduced correspondingly.

16. **# Shelf life-** The medicines to be supplied should not be more than six months old from the date of manufacture of the same.

17. If the contractor commits default of any of the terms and conditions of the agreement, the corporation may in spite of previous waiver and in spite of any penalty imposed on the contractor, forfeit the whole or a part of security, deposited by the contractor for the unsatisfactory performance of the terms and conditions of the agreement. The decision of the Director (AYUSH) shall be final and binding with the contractor.

18. The medicines for which rate has been quoted is not banned under section 26 (A) of drug and cosmetic Act.

Para 5, 8 & 16 are not applicable for Group H (Sundry Items)

**Director (AYUSH)
MCD**

Contractor

Witness.....

Witness.....

Group-H Sundry Items and Homoeopathic Books

Sundry Items

1. Empty tube Phials Machine made Glass screw bottle with cap / High Density Poly Ethylene (HDPE) Plastic screw bottle with multicolor caps - 5ml
2. Empty tube Phials Machine made Glass screw bottle with cap / High Density Poly Ethylene (HDPE) Plastic screw bottle with multicolor caps - 10ml
3. Empty Square Screw with cap Glass Phials - 30ml
4. Empty Dropper Fitted Glass Phials - 30ml
5. Plastic Pots - 30gms
6. Plastic Self-Locking Envelopes – 2 x 3 inches
7. Butter Paper - 8cm x 6cm
8. Blank White Stickers (0.5 inches x 1.5 inches)

Instructions (Group H):-

1. Rate for item no. 1-5 should be quoted /supplied per gross pack.
2. Rate for item no. 6 should be quoted per 1000 pieces.
3. Rate for item no. 7 should be quoted per 1 kg packing.
4. Item no. 5 should be supplied in multi colour plastic caps.
5. Item no. 1&2 should be packed in 1 or 2 gross in individually & supplied in 20 or 25 gross sealed pack.
6. Item no. 3-4 should be supplied in 5 gross packing in jute bags.
7. Item no. 7 should be supplied in 1 kg neatly cut in size of 8cm x 6cm. Wrapped in plastic & packing in 5 kg C.B. packing only.
8. Item no. 8 – one sheet should have 50 stickers & packet should consist of 20 sheets (1000 Stickers).