

Directorate of AYUSH  
(Homoeopathic Wing)  
CSC-III, B – Block, Preet Vihar, New Delhi-110092  
Telephone no- 22440019/20/21/22

## **Chapter I-Instructions to Bidders**

### **TENDER FOR AWARD OF RATE CONTRACT FOR SUPPLY OF SUNDRIES ITEMS FOR THE USE IN HOMOEOPATHIC DISPENSARIES FUNCTIONING UNDER DIRECTORATE OF AYUSH, GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI.**

Directorate of AYUSH intends to invite Open e-Tender Bids by awarding of contract for **supply of Sundries Items for the use in Homoeopathic Dispensaries functioning under Directorate of AYUSH (Homoeopathic Wing) for One year, extendable to additional One year** on mutually agreed terms and conditions and satisfactory performance of the supplier.

The tender form shall be available on Delhi Govt. website at **<https://govtprocurement.delhi.gov.in>**. The same can be downloaded free of cost.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Bidder shall bear all costs associated with the preparation of Digital Signature and other codal formalities for submission of its bid and purchaser shall in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## 1) Key Notifications

<b>Date and time of Commencement of Bid</b>	<b>15/10/2020; 06.00 pm</b>
<b>Date and time of pre-bid conference</b>	<b>23/10/2020; 11.00 am</b>
<b>Date and time start of Uploading of Bid</b>	<b>26/10/2020; 6.00 pm</b>
<b>Last Date and time of submission of Bid (Online bid &amp; EMD in physical form)</b>	<b>09/11/2020; 10.00 am</b>
<b>Date and Time of Opening of Pre-Qualification Bid</b>	<b>09/11/2020; 11.00 am</b>
<b>Date and Time of opening of Technical Bid and collection of samples according to Technical Bid</b>	<b>After evaluation of PQ bid</b>
<b>Date and Time of Opening of Financial Bid</b>	<b>After evaluation of Technical bid</b>
<b>Address for Communication pre-bid conference and for submission of samples and for opening of all bids</b>	<b>Office of the Deputy Director (H) Homoeopathic Wing, Dte. Of AYUSH, Govt. of NCT of Delhi First Floor, CSCIII, B-Block, Preet Vihar Delhi-92  Telephone No. 22440020</b>

**Note:-**The interested bidders should obtain **Digital Certificate (Class II) from NIC Department** for using the e-procurement site. For any queries related to this tender, interested bidder may approach NIC e-Procurement Help Desk, 6<sup>th</sup> Floor, C-Wing, Vikas Bhawan-II Near Metcafe House, Civil Lines, New Delhi. Ph: 011-23813523.

## **2) Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may seek clarification on the tender document during pre-bid conference which shall be held at on **23/10/2020 at 11.00 am**, in the conference room, of Homoeopathic Wing of the Dte. Of AYUSH, CSC III, First Floor, B-Block, Preet Vihar, Delhi-92. The clarification of the queries would be uploaded on the website **<https://govtprocurement.delhi.gov.in>** if required. Bidders are supposed to consider all the clarifications/amendments while preparing their bid proposals. **Therefore, bidders are requested to visit the said website on regular basis for checking necessary updates. These changes can be incorporated till about 3 days before the date of bid opening.**

## **3) Amendment of Bidding Documents**

At any time till **3 days** before the deadline for submission of bids, the Purchaser may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by amendment. All amendments will be hosted on the website regularly. Purchaser shall not be responsible to notify the amendments to individual bidders. All amendments by the purchaser till 3 days before the deadline for submission of bids, shall be binding on the participatory bidders.

The tender portal has been designed in such a manner that it will not accept any bid after the deadline. Purchaser may in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum on the tender portal

## **4) Eligibility criteria for bidders:**

Bidders meeting the criteria as in **Column II and III of Form-I {Chapter-III, Eligibility criteria for bidders-Pre Qualification Bid}** shall only be eligible for submitting bid. The firm may submit their bids if the terms and conditions are acceptable to them and they meet the eligibility criteria. All relevant documents must be submitted online in support of their eligibility for the tender.

## **5) Documents constituting the bid**

The bid prepared by the bidder shall comprise the following components:

### **i. Pre qualification bid**

**Pre qualification bid** will be uploaded by the bidder in **Form-I** along with the requisite documents as mentioned in the form. Bidder will be required to attach scanned copies of signed documents as per requirement.

Bidder will submit an undertaking on a Non-Judicial Stamp paper of Rs.100/-, on Form-II. A copy of the undertaking shall be uploaded on tender web site and the original document shall be submitted by the bidder in the office before the opening of Pre qualification bid along with the original earnest money deposit document (**EMD**).

**ii. Technical Bid**

The Technical bids uploaded in **Form-III** of eligible bidders will be opened on specified date and time as mentioned for evaluation. Samples as specified in Form III will be accepted in the office on specified date and time. No sample after specified time will be accepted.

**iii. Financial Bid**

The financial bids of all the technically qualified bidders will be opened for financial evaluation.

- a) Financial Bid will comprise of Price Schedule on **Form-IV** for Sundries Items. The bidder will be required to submit its price in excel format attached to the tender document.
- b) Price Bid is to be submitted online only and **no copy is to be submitted physically**.
- c) Prices quoted by the bidder shall be fixed per unit and inclusive of all taxes, duties, levies, cess, Octroi/entry tax, surcharge, freight charges including delivery at the designated place as per purchase/supply order, loading, unloading, insurance, road permits, packing etc. Taxes/GST as applicable shall be quoted separately in respective columns.

**6) Bid validity period**

**The bids shall be valid for a period of 90 days** from the date of opening of the Technical Bid and the Tender Inviting Authority may request the bidder to extend the bid validity. If the bidder refuses the extension of bid validity, then his bid will be rejected without forfeiting the Earnest Money Deposit.

**7) Earnest Money Deposit (Earnest Money Deposit)**

- i. An amount of **Rs. 50,000/- (Rupees Fifty Thousand only)** as Earnest Money shall have to be deposited in person in the form of Demand Draft /Fixed Deposit Receipt/Bank Guarantee in favour of **Director, Dte. Of AYUSH, Government of NCT of Delhi** payable at Delhi, in the office of **Deputy Director (Homoeopathy), Directorate of AYUSH (Homoeopathic Wing), CSC-III, First Floor, B-Block,**

**Preet Vihar, Delhi-110092** latest by the last date and time of bid submissions, in physical form and details of the same shall be submitted online with Bid.

- ii. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered in the submitted Bid. Otherwise the uploaded bid will be rejected.
- iii. EMD would be refunded to the successful bidder on receipt of Performance Security.
- iv. EMD of the unsuccessful bidders would be returned to them on or before the 30th day after the award of the contract.
- v. The EMD may be forfeited if a bidder withdraws its Bid during the period of Bid validity specified by the bidder in the tender document.
- vi. The EMD of the successful bidder will be forfeited if the bidder fails to sign the contract or to furnish Performance Security for the work awarded to him within the stipulated period.
- vii. EMD should be valid for a period of forty five days beyond the final bid validity period.
- viii. EMD submission is exempted from the Micro and Small enterprises as per GFR provision or the firms registered with the Central Purchase Organization subject to submission of valid registration certificate from appropriate authority.

#### **8) Rejection of Bid**

- a) Any bid not secured in accordance with above mentioned clause, shall be rejected by the Purchaser as being non-responsive, without any further correspondence. The Bid has to be uploaded through E-tendering on the website only. **The bids submitted by telex, fax or email or any other mode of communication shall not be entertained.**
- b) Any condition put forth by the bidder not-conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.
- c) Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid.

#### **9) Submission and Processing of Bids**

The bidder shall submit Pre Qualification, Technical and Financial bids on NIC Tender portal at the website **<https://govtprocurement.delhi.gov.in>** on formats mentioned above. The bidder shall scan and attach all the relevant documents including copy of earnest money deposit document, Undertaking etc. on the web site. Bidders will be required to submit original undertaking and earnest money deposit document i.e. Demand Draft /Fixed Deposit Receipt/Bank Guarantee in favour of **Director, Dte. Of AYUSH, Government of NCT of Delhi** payable at Delhi, in the office of **Deputy Director (Homoeopathy), Directorate of AYUSH, CSC-III, First Floor, B-Block, Preet Vihar, Delhi-110092.**

All bid documents uploaded on the tender portal should be signed by a person or persons duly authorized by the Bidder for the Contract.

**10) Last date for Submission**

The last date for bid submission can be extended by the purchaser without assigning any reasons.

**11) Modification and Withdrawal of Bids**

The portal allows modification or withdrawal of bids before the bid closure date.

**12 ) OPENING OF BIDS:**

**I. Opening of Pre Qualification Bid:**

The Purchaser will first open Pre-Qualification Bid in the presence of Bidder's representatives who choose to attend the Pre-Qualification Bid opening meeting in the office on specified date and time. The Bidder's representative who wishes to attend the meeting shall carry printed "**Bid Summary**" for entry to the meeting. Only one person will be allowed against this. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

**Result of Pre-qualification bid evaluation will be posted online.**

**II. Opening of Technical Bid:**

The Technical bid shall be opened in respect of those bidders who have qualified in Pre-Qualification Bid, in the office on specified date and time in the presence of qualified bidder's representatives who choose to attend the bid opening meeting. The Bidder's representative who wishes to attend the meeting shall carry printed "**Bid Summary**" for entry to the meeting. Only one person will be allowed against this. The Technical Bids (samples of sundries items) will be evaluated by the Technical Evaluation Committee of Directorate of AYUSH (Homoeopathic Wing). In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day.

**Result of Technical bid evaluation will be posted online.**

### **III. Opening & Comparison of Financial Bids:**

The bidders who have qualified in Technical bid will be eligible for the opening of Financial Bids. The date and time of opening of Price Bid will be announced on the e-portal after the completion of evaluation of Technical Bids.

**The Financial bids will be opened** in the presence of qualified bidder's representatives who choose to attend the Financial Bid opening in the office of Deputy Director (H), CSC-III, First Floor, B-Block, Preet Vihar, Delhi on specified date and time. The Bidder's representative who wishes to attend the meeting shall carry printed "**Bid Summary**" for entry to the meeting. Only one person will be allowed against this.

**Result of Financial Bid evaluation will be posted online.**

### **13. Contacting the Purchaser**

No bidder shall contact the Purchaser on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should be done in writing.

### **14. Purchaser's right to accept any bid and to reject any bid or all bids**

Notwithstanding anything else contained to contrary in this Tender Document, the Purchaser reserves the right to accept or reject any bid or to allow the bidding process fully or partially or modifying the same and to reject all bids at any time prior to the award of Contract, without incurring any liabilities in this regard.

### **15. Notification of Award**

The Purchaser shall notify the successful bidder in writing by registered letter that its bid has been accepted. The bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within Fifteen (15) days.

### **16. Signing of Agreement**

The successful bidder shall be required to execute a contract agreement as in Form-VI on Non-judicial stamp paper of Rs. 100/- duly attested by Notary/Legal Attesting Authority containing all terms and conditions as per the tender document within Fifteen (15) days of issue of Award of Contract. The signing of agreement will finalize the award of contract and the Contract Award will initiate the execution of the work as specified in the agreement.

### **17. Performance Security**

To ensure due performance of the contract, Performance Security of 8% of estimated value of supply to be procured should be furnished by all successful bidders in the form of an Demand Draft in name of **Director, Dte. Of AYUSH, Government of NCT of Delhi**. This Performance Guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder/supplier including warranty obligations.

Failure of the bidder to meet its obligations for supply of Goods in time and as per the Terms and Conditions of the contract shall entail forfeiture of Part/Full amount of performance security as per the relevant clause of Terms and Conditions.

### **18. Forfeiture of Performance Security**

Performance Guarantee amount in full or part may be forfeited in case the contractor fails to abide by the terms and conditions of contract fully or partially.



## **Chapter II- Conditions of Contract**

### **(A) *Packing and Labelling-***

- 1- Three samples of all items should be submitted at the time of Technical bid.
- 2- All packing of sundries items must be according to specification laid down in Technical bid, Form III.
- 3- All containers, packing cases etc. shall be sufficiently strong, durable and resistant to withstand the transit hazards. All boxes should be numbered and accompanied with detail packing slip.

### **(B) *Purchase order time and terms of supply-***

- 1- If rates quoted by more than one bidder are same then the purchaser reserves the rights to enter into agreement and place orders with more than one contractor as he may think fit in the best interest of purchasing and law of equity.
- 2- The purchaser does not guarantee the quantity, which shall be ordered.
- 3- Supply orders can be placed against the contract up to the last date of the contract period. Orders even received on the closing date should be honoured in accordance with the terms of contract and supply can be accepted even after the expiry of contract.

### **(C) **DELIVERY PERIOD:****

- i. The supply period shall be indicated in the supply order placed by the purchaser and must be strictly adhered to. The supply period shall be usually of 45( forty five) days from the date of issuance of supply order. However in case of emergency, purchaser reserves the right to place order with short supply period of 7(seven) days.
- ii. If due to some unforeseen/unavoidable reasons beyond control of the suppliers, supply cannot be made by supplier within the delivery period, prior written intimation for the same shall be given and extension of the same, which should be of another **one month** must be applied for and obtained from the Competent Authority, failing which the supplies are liable to be rejected. The request for extension of delivery period must be submitted by the supplier to the purchaser within 15 days from the issuance of supply order.

- iii. In case, above said request for extension is not made in stipulated time OR extension not granted by the Competent Authority due to not acceptable reasons for extension given by supplier, the provisions of non-supply clause shall be applicable.
- iv. Further, an extension of another 15 days, subject to imposition of penalty, can be given after completion of the said grace period for supply of the goods. A penalty of 2% would be levied on quantum of non-supplied goods for first 8 days and further 3% for next 7 days.
- v. For any supply beyond the said 90 days (from the date of supply/purchase order), the provisions of non-supply clause shall be applicable.
- vi. The Delivery period shall not be extended beyond the Financial Year in any case.

**(D) NON-SUPPLY:**

- i. After Ninety Days, the supply order shall automatically stand cancelled and penalty of 5% on amount for the non-supplied goods shall be automatically attracted and the same will be recovered from the supplier. The Directorate shall be free to make risk purchase and the supplier shall be liable to risk purchase and general damages. The risk purchase shall be done from open market at the cost of supplier. The liquidated damages shall be recovered from the supplier. The Risk purchase can be under following situations:
  - a) If the Supplier fails to sign the agreement for entering into contract due to any reason whatsoever.
  - b) If the supplier fails to supply goods as per the order placed by the Directorate.
  - c) Any monetary claim arising due to any of the terms and conditions of the agreement including the difference arising due to risk purchase will be recovered in following manner:
    - 1) Directly from the supplier
    - 2) Failing which from the Performance Security
    - 3) If the amount at 2 above is not sufficient for the purpose, recovery of dues shall be recovered as arrears of Land Revenue under provisions of the relevant Act.
- ii. Two or more instance of non-supply, without any reasonable cause for a particular item by a firm will render the firm liable to be debarred to supply the said item for a future period of three years.

17. The purchaser will not pay separately for transit insurance and any breakage etc happens during transit of material.
18. Supply should be made as per approved samples submitted at the time of tender. (Samples should be of same quality, quantity and packaging of proposed supply as per approved sample for tender).
19. The supply of Sundries/goods shall be counted after receiving of consignment and if any breakage found the supplier shall replace the required quantity at his own cost or the equal amount shall be restricted from the original bill.
20. Supply should be made in complete consignment and not in parts unless otherwise approved by competent authority.
21. Supply should be made as per directions given in each purchase order.
22. Supply must be accompanied with
  - a- Challan
  - b- Warranty certificate
  - c- Detail packing slips
  - d- Bills in triplicate in the name of HOD i.e Director ,Directorate of AYUSH

**(E) Quality Assurance-**

- 1- The supply of item No. 1, 2 & 3 of Group-A in Form-III should be accompanied with original test reports from Drug Controlling Authority/ NABL certified laboratory and are also liable to be tested from HPL after receipt of supply at the risk and cost of the supplier. The testing shall be done for all the main/sub batches of supply.
- 2- **Failure of sample:-** If sample fails to pass the prescribe standards of quality, the department reserves the right to claim replacement/refund of the payment for the entire supplies of that particular batch no./ Lot No. even if the supplies have been consumed in good faith. Moreover the fact may be notified to the unconsumed quantity of the substandard material. The stock of any item, which has been declared, not of standard material shall be withdrawn from all the indenters and will not be returned to the supplier but will be destroyed by the Organization and the supplier, shall have no claim over such supply. The supplier shall have no claim over unconsumed goods, which shall also be destroyed. Cost incurred for the disposing of the failed articles/goods shall be borne by the supplier.
- 3- The Nomenclature and Labelling of Sundries should be according to the Rule 106(A) of the "Drugs & Cosmetic Act." And if any failure of the sundries items occur under this clause than the supplier shall be responsible.

**(F) Bills and payment-**

- 1- All bills should have following details in appropriate places of the invoices:
  - a) No. and date of bills.
  - b) No. and date of order.
  - c) Name and specification of item.
  - d) Quantity.
  - e) Unit cost; and total cost
  - f) Other details like packing unit, name of manufacturer etc.
  - g) No. & date of challan (If supply made by challan)
  - h) Bill inclusive of taxes but without any type of packing and freight charges.
- 2- The bill should be in triplicate in favor of Head of Department as specified in supply order.
- 3- The payment against supply of stores shall be made within 30 to 45 days from the date of receipt of the goods in good and acceptable conditions at the destination. However, no interest will be chargeable if the payment is delayed.
- 4- The payment of the bill shall be made after deducting Government dues and Income tax/Cess, GST, etc. if any.
- 5- The payment of the bills can be withheld in the following circumstances:
  - a) The goods are found sub-standard or in non-acceptable conditions:
  - b) Breach of any condition of contract
  - c) Previous Government dues
  - d) Restriction to the original bills amount equal to the quantity for breakage during the transportation of goods.
- 6- Tax structure can be changed as per Government order/notification time to time.

**(G) ARBITRATION:**

In the event of any dispute arising between the parties in relation to or under this agreement, it shall be referred to the sole arbitration of Secretary, Health & Family Welfare, GNCTD or any other officer of Directorate of AYUSH nominated by him, notwithstanding the fact that such officer has been directly or indirectly associated with the contract. The firm will not be entitled to raise any objection for the appointment of such officer of Directorate of AYUSH as the sole arbitrator.

The award of the arbitrator shall be final, conclusive and binding on all the parties to this contract. The venue for the Arbitration shall be Delhi/New Delhi. The arbitration will be governed by the provisions of the Arbitration and Conciliation Act, 1996. The cost of

arbitration shall be equally borne by both parties. Any letter, notice or other communications dispatched to the parties through arbitration proceedings or otherwise, whether through the post office or through a representative on the address last notified to the Directorate by the supplier, shall be deemed to have been received by the supplier although returned with the remarks 'refused', 'where about not known', or words to that effect or for any other reason whatsoever.

It is further agreed that the award as and when made for an amount exceeding Rs.10,000/- by the arbitrator shall be a speaking award. It is further provided by the agreement that the party desired to invoke arbitration clause shall distinctly specify the dispute to be determined by arbitration. Only those disputes or dispute out of the disputes shall be referred to the arbitration, as may be determined by the Director (AYUSH), or arising out of and relating to the contract for the fulfilment of contractual obligations of the parties.

**(H) JURISDICTION OF COURTS:**

All the disputes relating to this Tender Enquiry and Rate Contract shall be subject to the territorial jurisdiction of Courts at Delhi/New Delhi only.

**(I) 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 Directorate 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 Directorate 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.

**(J) FALL CLAUSE:**

The rate quoted by the Bidder should not be higher than the rate quoted by him to other Government Institutions/agencies within the Government during the contract period.

If any time during the contract period, the Supplier 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 Directorate and the price payable under the contract for the supplies after this period will be reduced correspondingly.

**(K) VALIDITY OF RATE CONTRACT:**

- i. The Rate Contract agreement shall be valid for One year from date of agreement and during the rate contract period the rates quoted shall remain firm **and no increase** will be allowed during the entire period except in case of and up to any change in the tax/duties applicable to the products in question. In case of any fresh tax/duty, levied on the medicines in question or in case of imposition of any fresh tax/duty, the increase in rate in such cases would be allowed to the extent as clearly attributable to the change in rate of duty/tax or imposition of any fresh duty/tax. The Rate contract may be extended for further one year on mutual agreement.
- ii. If the Supplier commits default of any of the terms and conditions of the agreement, the decision of the Director (AYUSH) shall be final and binding upon the supplier.
- iii. The drug for which rate has been quoted should not be a banned drug under section 26(A) of Drug and Cosmetic Act 1940.

**(L) 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 behavior 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 an 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.

**(M) Others-**

- 1- The bidder must sign this copy of the terms and conditions over his authorized rubber stamps in token of having read, understood and agreed with the said terms and condition.
- 2- Copies of all the documents uploaded/submitted with the tender have to be duly attested by Notary/Legal Attesting Authority.
- 3- Power of attorney/Authority Letter in the name of person attending on behalf of the company/firm shall be duly verified by the by Notary/Legal Attesting Authority on Ten rupees stamp paper and must be furnished by representative of bidder at the time of pre bid conference and/or at the time of Bids opening.
- 4- The samples submitted at the time of Technical Bid shall be retained by the purchaser. The bidder shall not have any claim for these samples submitted and purchaser shall not pay any cost.

### Chapter III- Eligibility criteria for bidders: -

Bidders should meet the following criteria to be eligible for bidding for Sundries items (for Homoeopathic Dispensaries/Institutions):

#### Form I Pre Qualification Bid

S. No. (I)	Eligibility Criteria (II)	Documents Required to be Uploaded (III)
1	Manufacturer/Company/ firm/ Co-operative society can participate	Attested Copy of relevant document. Affidavit from bidder on Rs 100/- stamp paper as in Form II
2	The Bidder should have experience of at least three years of supply of Sundries items/consumable/ non-consumable items to Govt. institutions, PSUs, NGOs, and Private Ltd. Companies	Self declared experience certificate alongwith documentary supports i.e. purchase/supply letters etc.
3	The Bidder for sundries items should have an annual turnover of Rs. 5 lacs during the last 3 financial years in the books of accounts	Attested Copy of Annual return, duly attested by Chartered accountant
4	The bidder should not be blacklisted with any state government or central government	Submit an undertaking as in Form VI
5	The bidder/firm should be income tax payee	Attach copy of PAN Card
6	The bidder should be registered with the GST and carry a valid Tax Identification Number issued by the concerned Department.	Attach copy of GST Registration Certificate.
7	The Bidder should have a valid authorization from the manufacturer (Where bidder is not the manufacturer)	Authorization Letter from Manufacturer
8	Earnest Money EMD Deposit of Rs. 50,000/-	Deposit in the form of Demand Draft/ Fix Deposit Receipt/Banker's Cheque or Bank Guarantee in name of Director, Dte. Of AYUSH, GNCT Delhi



**Form II**

**UNDERTAKING TO BE SUBMITTED ALONG WITH PRE QUALIFICATION DOCUMENTS**

**ON Rs.100/- STAMP PAPER**

To

The Director,  
Directorate of AYUSH  
Govt. of NCT of Delhi,  
CSC III, First Floor, B Block,  
Preet Vihar, Delhi-220092

**Name of the firm/Agency** \_\_\_\_\_

**Name of the tender** \_\_\_\_\_ **Due date:** \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully acknowledge all the terms & conditions along with instructions contained therein and undertake myself/ourselves abide by the said terms and conditions along with time to time directions.
3. I/We are the Manufacturer/Authorized Dealer of the Company/Firm /Organization/ Limited on our/their behalf the bid has been submitted.
4. I/We shall provide the valid Drug Test certificate/ Original Report the Government approved, Drug Controlling Authority/NABL/ GMP certified Laboratory for the purpose of Testing of 3 items of Group A at the time of supply of consignment.

**(Signature of the Bidder)**

**Name & complete Address of the Bidder with Stamp.  
Telephone & Mobile No.** \_\_\_\_\_

***{The above undertaking shall be duly attested by the Notary/ any other legal attesting authority and the date of attestation should not be more than 30 days prior}***

**Chapter IV- Specifications and Allied Technical Details-  
Form III**

**Technical Bid for Sundries Items**

Sr. No.	Name of Article	Packing details	Sample submission (Yes/No) if Yes Details
<b>Group-'A'</b>			
<b>1</b>	Sugar of Milk (HMS) quality (Packing 2 Kg)	Per 2 Kg poly pack (Double Sealed packing)	
<b>2</b>	Diskettes (white 5 grains)	450 gm (in sealed container)	
<b>Group-'B'</b>			
<b>3.</b>	Envelops (paper) 4"x 3" white	(Packing 5kg)	
<b>4.</b>	Envelops (paper) 4"x 6" white	(Packing 5kg)	
<b>5.</b>	Paper cutting (White Butter Paper)(Non-absorbable) for dispensing (Size 3" X 3")	(Packing 5Kg)	
<b>6.</b>	Stickers plain (White) size 4cmx2cm (with proper cutting on all sides of each lable in case of sheets of stickers)	Sheet of Per 1000 Stickers	
<b>7.</b>	<b>Stopper</b> (Plastic) for 15 ml Glass bottles	Per gross	
<b>8.</b>	<b>Stopper</b> (Plastic) for 30 ml Glass bottles	Per gross	
<b>9.</b>	<b>Stopper</b> (Plastic) for 60 ml Glass bottles	Per gross	
<b>10.</b>	Glass Bottle 15 ml amber colour with dropper and Plastic caps white colour (A quality) [ <b>Caps &amp; droppers should be 5% extra</b> ]	Per gross	
<b>11.</b>	Glass Bottle 30 ml amber colour with dropper and Plastic caps white colour (A quality) [ <b>Caps &amp; droppers should be 5% extra</b> ]	Per gross	
<b>12.</b>	Glass Bottle 60 ml amber colour with dropper and Plastic caps white colour (A quality) [ <b>Caps &amp; droppers should be 5% extra</b> ]	Per gross	
<b>13.</b>	Glass Bottle 125 ml amber colour with dropper and Plastic caps white colour (A quality) [ <b>Caps &amp; droppers should be</b>	Per gross	

	<b>5% extra]</b>		
<b>14.</b>	Glass bottle with cork <b>5 ml</b> (Machine made) [A quality]	Per gross	
<b>15.</b>	Glass bottle with cork <b>10 ml</b> (Machine made) [A quality]	Per gross	
<b>16.</b>	Glass bottle with cork <b>15 ml</b> (Machine made) [A quality]	Per gross	
<b>17.</b>	High Density Poly Ethylene(HDPE) Plastic bottle ½ drams with multi-colour caps <b>[Caps should be 5% extra]</b>	Per gross	
<b>18.</b>	High Density Poly Ethylene (HDPE) Plastic bottle 1 drams with multi-colour caps <b>[Caps should be 5% extra]</b>	Per gross	
<b>19.</b>	High Density Poly Ethylene (HDPE) Plastic bottle 2 drams with multi-colour caps <b>[Caps should be 5% extra]</b>	Per gross	
<b>20.</b>	High Density Poly Ethylene (HDPE )Plastic bottle 15 gm with multi-colour caps <b>[Caps should be 5% extra]</b>	Per gross	
<b>21.</b>	High Density Poly Ethylene (HDPE) Plastic bottle30 gm with multi-colour caps <b>[Caps should be 5% extra]</b>	Per gross	
<b>22.</b>	Low Density Poly Ethylene (LDPE) Plastic bottle 15 ml with Dropper for Mother tincture <b>[Caps &amp; droppers should be 5% extra]</b>	Per gross	
<b>23.</b>	Low Density Poly Ethylene (LDPE) Plastic bottle 30 ml with Dropper for Mother tincture. <b>[Caps &amp; droppers should be 5% extra]</b>	Per gross	

**89Chapter V- Price Schedule:-****Form IV****Financial Bid for Sundries items**

Sr. No.	Name of Article	Unit	Rate (in Rs.) <b>(For unit specified )</b>	GST (in Rs.)	Final Price (in Rs.)
1.	Sugar of Milk (HMS) quality (Packing 2 Kg)	Per 2 Kg poly pack (Double Sealed packing)			
2.	Diskettes (white 5 grains)	450 gm (in sealed container)			
3.	Envelops (paper) 4"x 3" white	Per Kg. (Packing 5kg)			
4.	Envelops (paper) 4"x 6" white	Per Kg. (Packing 5kg)			
5.	Paper cutting (White Butter Paper)(Non-absorbable) for dispensing (Size 3" X 3")	Per Kg. (Packing 5Kg)			
6.	Stickers plain (White) size 4cmx2cm (with proper cutting on all sides of each lable in case of sheets of stickers)	Sheet of Per 1000 Stickers			
7.	<b>Stopper</b> (Plastic) for 15 ml Glass bottles	Per gross			
8.	<b>Stopper</b> (Plastic) for 30 ml Glass bottles	Per gross			
9.	<b>Stopper</b> (Plastic) for 60 ml Glass bottles	Per gross			
10.	Glass Bottle 15 ml amber colour with dropper and Plastic caps white colour (A quality) [ <b>Caps &amp; droppers should be 5% extra for replacement of malformed caps &amp; droppers</b> ]	Per gross			
11.	Glass Bottle 30 ml amber colour with dropper and Plastic caps white colour (A quality)	Per gross			

	<b>[Caps &amp; droppers should be 5% extra for replacement of malformed caps &amp; droppers]</b>				
12.	Glass Bottle 60 ml amber colour with dropper and Plastic caps white colour (A quality) <b>[Caps &amp; droppers should be 5% extra for replacement of malformed caps &amp; droppers]</b>	Per gross			
13.	Glass Bottle 125 ml amber colour with dropper and Plastic caps white colour (A quality) <b>[Caps &amp; droppers should be 5% extra for replacement of malformed caps &amp; droppers]</b>	Per gross			
14.	Glass bottle with cork <b>5 ml</b> (Machine made) [A quality]	Per gross			
15.	Glass bottle with cork <b>10 ml</b> (Machine made) [A quality]	Per gross			
16.	Glass bottle with cork <b>15 ml</b> (Machine made) [A quality]	Per gross			
17.	High Density Poly Ethylene(HDPE) Plastic bottle ½ drams with multi-colour caps <b>[Caps should be 5% extra]</b>	Per gross			
18.	High Density Poly Ethylene (HDPE) Plastic bottle 1 drams with multi-colour caps <b>[Caps should be 5% extra]</b>	Per gross			
19.	High Density Poly Ethylene (HDPE) Plastic bottle 2 drams with multi-colour caps <b>[Caps</b>	Per gross			

	<b>should be 5% extra]</b>				
20.	High Density Poly Ethylene (HDPE )Plastic bottle 15 gm with multi-colour caps [ <b>Caps should be 5% extra]</b>	Per gross			
21.	High Density Poly Ethylene (HDPE) Plastic bottle30 gm with multi-colour caps [ <b>Caps should be 5% extra]</b>	Per gross			
22.	Low Density Poly Ethylene (LDPE) Plastic bottle 15 ml with Dropper for Mother tincture [ <b>Caps &amp; droppers should be 5% extra]</b>	Per gross			
23.	Low Density Poly Ethylene (LDPE) Plastic bottle 30 ml with Dropper for Mother tincture. [ <b>Caps &amp; droppers should be 5% extra]</b>	Per gross			

## **Chapter VI, Contract Form:-**

### **Form-V**

#### CONTRACT

This Contract is made on the \_\_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between the Lt. Governor, Delhi through the \_\_\_\_\_ (Name and address of the Department) hereinafter called "the Department"/Purchaser, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND \_\_\_\_\_ (Name and address of the Supplier) through Shri \_\_\_\_\_, the authorized representative (hereinafter called "the contractor") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
  - a. Letter of Award of Contract
  - b. Letter of acceptance by the bidder;
  - c. Terms and Conditions;
  - d. Notice inviting Tender;
  - e. Addendums, if any;
  - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the employer to **supply items as approved to the Purchaser Homoeopathic Wing of Directorate Of AYUSH, Govt of NCT, Delhi for the period of One year** w.e.f \_\_\_\_\_ as per the provisions of this Contract and the tender documents.
4. The Department hereby covenants to pay the Supplier in consideration of the supply of items as per the provisions of this Contract and the tender documents, the rates as quoted by the bidder in the said bid.

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Contract the day and the year first above written.

For and on behalf of the Supplier    For and on behalf of the President of India

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Officer

By the said

By the said

\_\_\_\_\_Name

\_\_\_\_\_Name

on behalf of the Supplier in

on behalf of the Employer in

the presence of:

the presence of:

Witness\_\_\_\_\_

Witness\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

Telephone No:\_\_\_\_\_

Telephone No:\_\_\_\_\_



**Chapter VII- Other Forms:-**

**Form VI**

**DECLARATION REGARDING CLEAN TRACK RECORD**

To,

The Director,  
Directorate of AYUSH  
Govt. of NCT of Delhi,  
CSC III, First Floor, B Block,  
Preet Vihar, Delhi-220092

Sir,

I have carefully gone through the Terms & Conditions contained in the tender for award of Contract for Supply of Drugs to Dte. of AYUSH. I hereby declare that my company has not been **debarred/black listed** by any Government / Semi Government organization. I further certify that I am a competent authority in my company and company has authorized me to make this declaration.

**Yours very truly,**

Name: \_\_\_\_\_

**Designation:** \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_