



INSTITUTE OF HUMAN BEHAVIOUR & ALLIED SCIENCES (IHBAS)
Hospital based autonomous academic Institute, under
Government of National Capital Territory of Delhi, dealing with
"Brain – Mind Problems & their Solutions"



Dilshad Garden, Delhi 110 095 (India), Tel.: 2259 7750

E-mail: oi cpurchase-ihbas@delhi.gov.in; website: www.ihbas.delhigovt.nic.in

No. F.14/17/PS(M)/IHBAS/2024/ 472

Dated: 25/3/25

The tender for opening of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJAK) has been uploaded on the Delhi Govt. e-procurement portal with Tender No. 2025_IHBAS_270075_1. The same has to be uploaded on official website of IHBAS. The detail is as under –

S. No.	Tender No.	Name of item	Last date and time of submission of tender
1.	2025_IHBAS_270075_1	Notice Inviting Tender for opening of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJAK)	22.04.2025 at 02:00 p.m.

AS
25.3.25
Officer In-charge Purchase
(Medical)

OIC (IT Cell)



INSTITUTE OF HUMAN BEHAVIOUR & ALLIED SCIENCES (IHBAS)
Hospital based autonomous academic Institute, under
Government of National Capital Territory of Delhi, dealing with
"Brain – Mind Problems & their Solutions"
Dilshad Garden, Delhi 110 095 (India), Tel.: 2259 7750
E-mail: oiqpurchase-ihbas@delhi.gov.in; website: www.ihbas.delhigovt.nic.in



No. F. 14/17/PS(M)/IHBAS/2024/

Dated: 25.03.2024

NOTICE INVITING TENDER

On behalf of the Director, IHBAS, e-tender under Two Bid System is invited for opening of Pradhan Mantri Bhartiya Janaushadhi Kendra (PMBJAK). **The brief detail of tender is as under:-**

- | | | | |
|----|---|---|-------------------------|
| 1. | EMD Amount | - | Rs.5,000/- |
| 2. | Last date and time for submission of tender | - | 22.04.2024 at 2:00 p.m. |

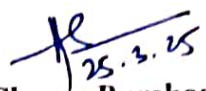
The bidders who are having the registration with National Informatics Centre can participate in this tender. The detailed tender documents can be downloaded from the e-procurement web site (<https://govtprocurement.delhi.gov.in>) of Delhi Govt. (Tender ID No. 2025_IHBAS_270075_1).

-Sd/-

Officer In-Charge Purchase (Medical)

TENDER ENQUIRY NO. F.14/17/PS(M)/IHBAS/2024

**BID DOCUMENTS
FOR
"JAN AUSHADHI KENDRA"**


Officer-In-Charge Purchase (Medical)
Institute of Human Behaviour and Allied Sciences
(IHBAS), Dilshad Garden, Delhi-110095

Officer-In-Charge (Purchase)
Institute of Human Behavior & Allied Sciences
(Govt. of NCT of Delhi)
Dilshad Garden, Delhi-110095

**OFFICE OF THE DIRECTOR, IHBAS
GOVT OF NCT OF DELHI
DILSHAD GARDEN
DELHI - 110095.**

**NOTICE INVITING TENDER FOR OPENING OF PRADHAN MANTRI BHARTIYA
JANAUSHADHI KENDRA (PMBJAK)**

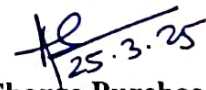
E-Tender is invited under Two-Bid system from reputed agencies, for providing "Jan Aushadhi Kendra" for a period of Three years (extendable by another 1+1 year on mutual agreement subject to satisfactory performance) to Institute of Human Behaviour and Allied Sciences (IHBAS), Dilshad Garden, Delhi-110095. The Bid documents along with terms and conditions etc. are available on the website <https://govtprocurement.delhi.gov.in> and can be downloaded from there.

SCHEDULE OF TENDER

Tender Enquiry No.	As per details uploaded
Date of release of tender through e-procurement solution	As per details uploaded
Date of pre-bid meeting	As per details uploaded
Last date/time for downloading of Bid documents	As per details uploaded
Last date for receiving clarifications	As per details uploaded
Last date for issue of clarifications	https://govtprocurement.delhi.gov.in
Last date/time for submission of Bid	As per details uploaded
Last date/time for submission of EMD	As per details uploaded
Date / Time of opening of Prequalification Bids	As per details uploaded
Date/Time of opening of Technical Bids	(If not decided in advance, pl. write "To be notified Later and can be seen on website")
Date / Time of opening of Financial Bids	- do -

The above dates, if necessitated, may be changed and any notification for the changed dates will be available on the above said website and the bidders, therefore, are advised to follow up with the website about the revised schedule.

In case, the day of bid opening happens to be a holiday, the Bids will be opened on the next working day at the same time.


Officer-In Charge Purchase (Medical)
Institute of Human Behaviour and Allied Sciences
(IHBAS)
Dilshad Garden,
Delhi-110095

Officer-In-Charge (Purchase)
Institute of Human Behavior & Allied Sciences
(Govt. of NCT of Delhi)
Dilshad Garden, Delhi-110095

Disclaimer

Institute of Human Behaviour and Allied Sciences (IHBAS), New Delhi – 95 is a 317 bedded Hospital providing round the clock services In Patient, Emergency, & OT services in addition to morning OPD services in various specialties. The Director of IHBAS Govt. Hospital, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Notice Inviting Tender Document / Request for Proposal (“NIT” or “**BID DOCUMENT**”) or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the **BID DOCUMENT** and any assessment, assumption, statement or information contained therein or deemed to form part of this **BID DOCUMENT** or arising in any way for participation in this tender process.

The assumptions, assessments, statements and information contained in this **BID DOCUMENT**, especially the work load, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own due diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this **BID DOCUMENT** and obtain independent advice from appropriate sources.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this **BID DOCUMENT**.

The issue of this **BID DOCUMENT** does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or the Service Provider, as the case may be, for the **Jan Aushadhi Kendra** and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The statements and explanations contained in this **BID DOCUMENT** are intended to provide a better understanding to the Bidders about the subject matter of this **BID DOCUMENT** and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Service Provider set forth in the Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the **Jan Aushadhi Kendra** to be awarded pursuant to this **BID DOCUMENT** or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in this **BID DOCUMENT** are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

Section 1: Invitation for Bids

1. (i) This bid document is being issued to seek response from the eligible bidders in order to hire their services in providing Jan Aushadhi Kendra under which the successful bidder shall be contracted to provide the said services which will require to deliver the desired service level as per this bid document.

(ii) Following is the Hospital for which bids are being invited:-

Institute of Human Behaviour and Allied Sciences (IHBAS), Dilshad Garden, Delhi-110095

2. Bidders are advised to study the Bid Documents carefully. Bid response prepared in accordance with the procedures enumerated in section 2 of the Bid documents should be submitted online to the Hospital, GNCTD, not later than the date and time laid down and at the address given in the Bid documents.
3. Documents to be submitted in original (Physical form in MS office) & Same scan copy to be uploaded.
- I. The bids must be accompanied with an Earnest Money Deposit (EMD) for Rs. 5,000/- or exemption certificate/Bid Security Declaration as per annexure I.
 - II. Original copy of undertaking as per Annexure II.
 - III. Original copy of prequalification Bid Form Annexure III.
4. The bid document will be available for downloading from Delhi Government Procurement website at <https://govtprocurement.delhi.gov.in>. The hard copy of the bid documents will not be provided by the Hospital.
5. Schedule for Invitation of Bid:-
- a. The bids are invited by Officer-In-charge Purchase (Medical), IHBAS Hospital
 - b. Official address is **Institute of Human Behaviour and Allied Sciences (IHBAS), Dilshad Garden, Delhi-110095.**
 - c. Last date and time for receipt of online Bid Response:-
As per details on website
 - (d) Place, Time and Date of Pre-bid meeting
As per details on website
 - (e) EMD submission date & time
As per details on website
 - (f) Place, Time and Date of opening of Pre Qualification Bid
As per details on website
 - (g) Place, Time & Date of Opening of Technical Bid
As per details on website
 - (h) Place, Time and date of opening of Financial bid
As per details on website
 - (i) Details of the contact person for any clarification:
Same as Clause 5(a) and 5(b) above
 - (j) Date till which the Bid should be valid:
180 days from the last date of bid submission.

6. NOTE: The above dates are liable to be changed by the Authority / Hospital / Department for which necessary information will be available at our website.

Section 2 : Instructions to Bidders

Eligibility Criteria to open Pradhan Mantri Bhartiya Janaushadhi Kendra

1. Individual applicants must hold a D. Pharma / B. Pharma, or he/she have to employ D.Pharma/ B.Pharma degree holders and provide proof of the same at the time of submitting applications or at the time of final approval. Entrepreneurs/ Pharmacists/ Trusts/ Societies & Charitable Organizations applying for a PMBJK will have to employ B.Pharm / D.Pharm degree holders and provide proof of the same at the time of application submission or final approval. In Government Hospital premises, including medical colleges, the preferred agencies would be reputed NGOs/ Charitable organizations though individuals are also eligible.

2 **Procedure for submission of Bids:** A single bid will be submitted by every bidder. Bids will comprise of following two sections:-

1.1.1 Pre-qualification Bid cum Technical Bid (As per the Annexure- I)

1.1.2 Financial Bid (As per the Annexure- II)

3 **Cost of Bidding Process:-**

3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentation etc. for the purposes of clarification of the bid, if so desired by the Purchaser.

4 **Language of Bids:-**

4.1 The Bids prepared by the Bidders and all correspondence and documents relating to the bids exchanged by the Bidder and the Authority / Hospital / Department shall be written in **English language** only.

5. **Documents Comprising the Bids:-**

The bid prepared by the Bidder shall comprise of the following components:-

5.1 **Pre-qualification cum technical Bid** (*Pl. also see section 6 and Annexure-I*) – The prequalification bid shall be submitted in the format as per Annexure-I and shall be accompanied with the following self attested documents whose scanned copy along with the duly filled in format as per Annexure-I shall be uploaded on the website.

5.1.1 Photograph of the bidder

5.1.2 PAN Card of the bidding firm/ Individual.

5.1.3 Certificate of Incorporation of Registration in case of firms registered under Indian Companies Act or Partnership deed in case of Partnership Firm or Joint Bid Agreement in case of consortium of two firms. (not more than two firms are allowed to form consortium)

5.1.4 The individual or authorized person of NGO/ Firm must be registered with pharmacy council of Delhi.

5.1.5 The bidder should inspect the site & if required make necessary changes / renovation at his own cost.

5.1.6 Bidder has to work as per guidelines of PMJAY.

- 5.1.7 Bidder has to take license from drug control department, Delhi.
- 5.1.8 No medicines or equipments from outside sources are allowed.
- 5.1.9 Electricity bill as per sub-meter to be paid within 7 days of intimation.
- 5.1.10 Copy of Aadhar Card.

5.2 Financial Bid

It shall be submitted in the format as per the Annexure-IV.

6. Local Conditions:-

6.1 It will be incumbent upon each Bidder to fully acquaint himself / herself with the local conditions and factors at the respective locations/ sites and offices which would have any effect on the performance of the contract and / or the cost.

6.2 The Bidder is expected to obtain for himself/herself on their own responsibility all information that may be necessary for preparing the Bid and entering into contract. Obtaining such information shall be at Bidder's own cost.

6.3 Failure to obtain the information necessary for preparing the bid and / or failure to perform activities that may be necessary will in no way relieve the successful Bidder from performing any work in accordance with the contract entered into.

6.4 It will be imperative for each Bidder to fully acquaint themselves of all local and legal conditions and factors which may have any effect on the execution of the contract as described in the Bid documents.

6.5 It is the responsibility of the Bidder that such factors have properly been investigated and considered while submitting the bid proposals and that no claim whatsoever including those for financial adjustment to the contract awarded under the bidding documents will be entertained by the Authority / Hospital / Department and that neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the Authority / Hospital / Department on account of failure of the Bidder to appraise themselves of local laws and conditions.

7. Last date of Receipt of Bids

7.1 Bids will be submitted online as per the schedule given.

7.2 The Authority / Hospital / Department may, at its discretion extend the last date for the receipt of bids by amending schedule in accordance with Clause 6 of section 1, in which case all rights and obligations of the Authority / Hospital / Department and Bidder previously subject to the pre-extended last date will thereafter be subject to the last date as extended.

8. Late Bids

Any bid received after the scheduled last date and time for receipt of bids, pursuant to Clause 5 and 6 of section-1, will be rejected and shall not be considered for opening.

9. Modification and Withdrawal of Bids.

9.1.1. No bid should be altered / modified after submission. Unsolicited correspondences in this regard from Bidder will not be considered.

9.1.2 No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the Bidder in the Bid. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its EMD.



Officer-In-Charge (Purchase)
Institute of Human Behavior & Allied Sciences
(Govt. of NCT of Delhi)
Dilshad Garden, Delhi-110095

10. Contacting the Authority / Hospital / Department:-

- No Bidder, in order to influence the bid process, shall contact the Authority / Hospital / Department on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- Any efforts by a Bidder either Directly or Indirectly to influence the Authority / Hospital / Department's bid evaluation/ bid comparison or contract award decisions shall result in the rejection of the Bidder's bid and the Bidder will be liable for blacklisting / debarment from participating in any of the Tenders of the GNCTD.
- **Correspondence with the Bidder:** Save and except as provided in this BID DOCUMENT, the Authority shall not entertain any correspondence with any Bidder or its Agent in relation to acceptance or rejection of any Bid or Bid Evaluation process or Award of tender or Contract signed with Selected Bidder.

11. Opening of Pre-qualification/Technical/Financial Bid by the Authority / Hospital / Department:-

- The Authority / Hospital / Department will open the Pre-qualification/Technical/Financial Bid in the presence of the representatives of the Bidders who choose to attend at the time, date and place, as mentioned in Clause 5 of section 1 of this bid document.
- The Bidders names, bid withdrawals and the presence or absence of the requisite EMD and such other details as the Authority / Hospital / Department, at its discretion, may consider appropriate will be announced at the bid opening.

12. Right to accept any Bid and to reject any or all Bids:-

- 12.1. The Authority / Hospital / Department is not bound to accept the highest or any bid and may at any time by notice in writing to the bidders terminate the tendering process.
- 12.2. The Authority / Hospital / Department may terminate the contract if it is found that the contractor is blacklisted on previous occasions by any of the Authority / Hospital / Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.
- 12.3. The Authority / Hospital / Department may cancel the award of contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

13. Award of Contract:-

- 13.1 Award of the contract will be made to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.
- 13.2 The Authority / Hospital / Department will communicate the successful bidder by facsimile confirmed by letter transmitted by registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount at which the contractor will pay the license fee consideration of the execution of services by the contractor as required in the contract.

13.3 The successful bidder will be required to execute an Agreement in the form specified in Annexure- III within a period of 14 days from the date of issue of Letter of Offer

13.4 The successful bidder shall be required to furnish Performance Security within 14 days of issue of 'Letter of Offer' for an amount equal to 5% of the contract value in the form of Bank Guarantee in ePBG from a nationalized/scheduled bank in an acceptable form (Annexure-IV) in favour Director, IHBAS, Delhi-110095. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

13.5 Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Performance Security.

14 **CONDITIONAL Bids** shall be rejected. The Authority shall have the right to accept or reject any Bid fully or any part of it, without assigning any reason. No correspondence in this regard will be entertained.

15. Bidders are encouraged to submit their respective Bids after visiting the site(s) and ascertaining for themselves the site conditions, location, and any other matter considered relevant by them. Detailed list of site(s) along with respective addresses is given under the Scope of Work. Bidders are invited to examine the Scope of Work in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids and implementation of the Jan Aushadhi Kendra.

16. **Fraudulent and Corrupt Practices** The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the NIT and during the subsistence of the Contract / Agreement. Notwithstanding anything to the contrary contained herein, or in the NOA or the Contract / Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Contract / Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder or Contractor, as the case may be, if it determines that the Bidder or Contractor, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy including blacklisting / debarment that may be available to the Authority under the Bidding Documents and/ or the Contract / Agreement, or otherwise.

Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the NOA or the Contract / Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the NOA or the execution of the Contract / Agreement, such Bidder or Contractor shall not be eligible to participate in any tender or BID DOCUMENT issued by the Authority during a period of 2 (two) years from the date such Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or



Officer-In-Charge (Purchase)
Institute of Human Behavior & Allied Sciences
(Govt. of NCT of Delhi)
Dilshad Garden, Delhi-110095

indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the NOA or has dealt with matters concerning the Contract / Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the NOA or after the execution of the Contract / Agreement, as the case may be, any person in respect of any matter relating to the Jan Aushadhi Kendra or the NOA or the Contract / Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Jan Aushadhi Kendra;
- (b) **"fraudulent practice"** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) **"coercive practice"** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) **"undesirable practice"** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SCOPE OF WORK :-

1. The Jan Aushadi Kendra Site is located in 200 sq ft area close to Registration window.

2. LABOUR LAWS: -

The Jan Aushadhi Kendra personnel deployed by the Contractor in its contractual obligation to provide security services shall be the employees of the contractor. The Contractor shall abide by and comply with all the relevant laws and statutory requirements under Labour laws, Minimum Wages and Contract Labour (Regulation & Abolition) Act 1970, EPF, ESI, Employee Compensation Act, 1923, Bonus and all other Applicable laws with regard to the contract personnel engaged. Further, for any lapse in this regard the Contractor shall be solely responsible and held accountable. The Contractor shall maintain registers required under the relevant Act for recording the names of the personnel engaged for Jan Aushadhi Kendra and their daily deployment which shall be made available to the statutory authorities & the Authority / Hospital / Departmental authorities on demand.

3. ACCIDENT :-

All liabilities in respect of an accident or death arising out of and in course of work shall be borne by the contractor. The Contractor shall ensure that personnel employed by firm are covered under insurance / applicable schemes in this regard.

The contractor will be liable for the quality/standard/ authenticity of medicines

4. CONFIDENTIALITY:-

The Contractor shall ensure that its personnel shall not at any time divulge or make known any trust, accounts matter or transaction undertaken or handled by the Authority / Hospital / Department and shall not disclose any information about the affairs of Authority / Hospital / Department.

4.1 The Contractor shall not, either during the term or after expiration of this Contract disclose any proprietary or confidential information related to the services/contract and/or Authority / Hospital / Department's business/ operations, information, application/software, hardware, business data, designs and other information / documents without the prior written consent of the Authority / Hospital / Department.

4.2 The Contractor shall execute a Non Disclosure Agreement (NDA) in favor of the Authority / Hospital / Department.

4.3 The Contractor shall be liable to fully compensate the Authority / Hospital / Department for any loss of revenue arising from breach of confidentiality. The Authority / Hospital / Department reserves the right to adopt legal proceedings, civil or criminal, against the Bidder in relation to the dispute arising out of breach of obligation by the Bidder under the clause.

5. Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor including all expenses/fines. The Contractor's personnel shall attend the court as and when required.

6. FORCE MAJEURE:-

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of nature/God etc. which may prevent either party to discharge their obligation, the affected party shall promptly notify the

other party about the happening of such an event. Neither party shall, by reason of such event, be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed, to if any, or seven days, whichever is more, either party may at its option terminate the contract. It is amply clarified that in any of the events sited as Force Majeure, since the Hospital services come under essential services, it is obligated upon the Contractor to provide security services of required service specifications to maintain the essential hospital services.

7. The Contractor shall have his own establishment/setup/mechanism, etc. at his own cost to ensure correct and satisfactory performance of his responsibilities under the contract.

8. CORRUPT PRACTICE:-

During the course of contract, if any of the Jan Aushadhi Kendra personnel deployed are found to be indulging in any corrupt practices causing any loss of reputation or otherwise of the Authority / Hospital / Department, the Authority / Hospital / Department shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Security.

9. CLAIM SETTLEMENT:-

Any liability arising out of any litigation (including those in consumer courts) due to any act of the personnel of the agency shall be directly borne by the said agency including all expenses/fines. The Authority / Hospital / Department shall not be responsible for any liability that arises out of any payments not made under the Labour Laws or any other laws. The Contractor shall indemnify the Authority / Hospital / Department in this regard.

10. SUBCONTRACT DISALLOWED:-

The Contractor shall not engage any sub contractor or transfer the contract to any other person in any manner.

11. INDEMNITY:-

The Contractor shall indemnify and hold the Authority / Hospital / Department harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor. The contractor shall indemnify the hospital/department for work related accident/death.

12. EMPLOYMENT/RESIDENCE:-

12.1 The Authority / Hospital / Department shall not be under any obligation for providing employment to any of the worker of the Contractor at any time. Further, as the Contract is primarily for providing services, hence any relationship of employer-employee that exists will be between the Contractor and the personnel engaged by it.

12.2 The Authority / Hospital / Department shall not be responsible for providing residential Accommodation or such other facilities to employees of the Contractor.

13. DISPUTE RESOLUTION:-

Any dispute will be settled as per Delhi Jurisdiction.

14. PERFORMANCE SECURITY:-

The Authority / Hospital / Department in its discretion may forfeit the entire Performance Security in all such cases, and not limited to following cases, where

- (i) There is considerable loss of property due to theft or damage or recurrence of theft.
- (ii) There are instances of exploitation/coercion of the Jan Aushadhi Kendra Personnel like underpayment, duty hours beyond the prescribed limits in statute etc.
- (iii) There is material violation of any of the contract conditions as per this bid document.
- (iv) There is an event of default
- (v) The Contractor after giving its consent for extension of contract period, later refuses to accept extension of contract period or fails to perform during the extended period.

15. TERM AND EXTENSION OF CONTRACT:-

The term of this contract shall be for a period of one year from the date of signing of the contract extendable for one more year upon mutual agreement.

15.1 The Authority / Hospital / Department reserves the sole right to grant any extension to the term mentioned above and in this regard shall notify in writing to the Contractor at least one month before the term expires. The decision to grant or refuse the extension shall be at the Authority / Hospital / Department's discretion and such extension of the contract, if any, shall be on the same terms and conditions. The extension can be given for a minimum period of three months at a time and total extension will not be given for period more than one year.

15.2 Where the Contractor is of the view that no further extension of the term be granted to him, the contractor shall notify the Authority / Hospital / Department of its decision at least 3(three) months prior to the expiry of the term / extended term. Upon issuance of such notice, the Contractor shall continue to perform all its obligations hereunder, until such reasonable time beyond the Term of the Contract within which, the Authority / Hospital / Department shall either appoint an alternative agency or create its own infrastructure to operate such Services as are provided under the Contract.

15.3 At least two months prior to the end of term / extended period, the hospital may seek consent from the Contractor for extension of contract period. The Contractor shall intimate its consent in writing within one week of receipt of the letter from the hospital. In case Contractor gives its consent and agrees for extension contract period, shall not be permitted to withdraw its consent. In case Contractor refuses or fails to perform during the extension period granted by the hospital upon receipt of the consent, the Performance Security is liable to be forfeited as damages and compensation without and without prejudice to any other right or remedy which the Hospital / Authority may have under the

Bidding Documents, the Agreement or under applicable law, including blacklisting / debarment of the Firm.

16. TERMINATION:-

The Authority / Hospital / Department may terminate this Contract in whole or in part by giving the Contractor a prior and written notice of one month indicating its intention to terminate the Contract for any reasons whatsoever but not limited to following circumstances only:-

- (i) Where the Authority / Hospital / Department is of the opinion that there has been such event of default on the part of the Contractor/Contractor's team which would make it proper and necessary to terminate this Contract and may include failure on the part of the Contractor to respect any of its commitments with regard to any part of its obligations under this Contract.
- (ii) Where it comes to the Authority / Hospital / Department's attention that the Contractor is in a position of actual conflict of interest with the interests of the Authority / Hospital / Department, in relation to any of terms under this Contract.
- (iii) Where it comes to the Authority / Hospital / Department's attention that the contractor furnished incorrect or false information at any time.
- (iv) Termination for insolvency: the Authority / Hospital / Department may at any time terminate the Contract by giving written notice to him, without compensation, if the Contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Authority / Hospital / Department.
- (v) The Contractor may, subject to approval by the Authority / Hospital / Department, terminate this Contract before the expiry of the term by giving the Authority / Hospital / Department a prior and written notice at least 3 months in advance indicating its intention to terminate the Contract.
- (vi) The contractor's events of defaults shall also include the following:-
 - (a) The Contractor fails to maintain Performance Security or replenish in event of partial/full appropriation.
 - (b) The service level specifications as laid down in the agreement are not met by the Contractor.

17. CONSEQUENCES OF TERMINATION:-

In the event that the Authority / Hospital / Department or the Contractor terminates the Contract, pursuant and depending on the event of default, compensation shall be decided by the Authority / Hospital / Department as the services provided by the Contractor that have been accepted by the Authority / Hospital / Department. In case of termination of contract due to default on the part of the contractor, the Authority / Hospital / Department reserves the right to forfeit the performance security of the contractor by encashing it in the Authority / Hospital / Department's favour.

18. JURISIDICION OF COURT:-

The Courts in Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

SECTION 4:

1. PENALTY CLAUSE:-

- (a) The contractor shall have to pay the license fee in four advance quarterly installments on award of contract by the last day of preceding quarter, the first installment to be paid along with contract agreement within 07(Seven) days of issue of letter of Offer.
- (b) If he fails to pay the quarter installments, the penalty @ Rs. 100/- per working day shall be charged upto 15 days of the quarter and after that the contract shall stand canceled and security deposit shall be forfeited.
- (c) A penalty of Rs. 500/- (Rs. Five hundred only) per day shall be imposed in case the deployed personnel is not found on duty.
- (d) In case any public complaint is received attribute able to misconduct/misbehavior of the staff deployed, a penalty of Rs. 500/- per incident shall be imposed in addition to the removal of that person for which suitable substitute has to be provided by the contractor.
- (e) For the breach of terms and conditions on the part of the contractor The Medical Superintendent will be fully empowered to impose penalty to the extent of Rs. 500/- each time and forfeit the security deposit beside termination of contract.

The evaluation criteria for financial bids:-

The financial bid will be opened after the bidder's technical bid is qualified Evaluation of financial bids will be done on the basis of the financial values quoted. Contract will ordinarily be awarded to the highest evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document. If the financial bids of two or more bidders match, the successful bidder will be declared through the lottery system from amongst the highest bids in the presence of the bidders who wish to be present.

Bidder's Details & Declaration
(Scanned copy to be uploaded)

Affix photo duly attested
By Gazetted officer
of the authorized person

1. Name of the Authority / Hospital / Department issuing NIT _____
2. Name of the Bidding Firm/ Individual _____
3. Constitution of the Bidding Firm (i.e. whether proprietorship, partnership or a company under the Indian Companies Act 1956 or trust or society) _____
4. E-mail address of the bidding firm & authorized signatory for correspondence _____
5. Details of person authorized to bid
 - i. Name & Designation.....
 - ii. Address _____
 - iii. Telephone No. _____
 - iv. Mobile No. _____
 - v. Power of attorney for authorization (to be enclosed with this form)
6. Declaration by the bidder:

I/We _____ R/o _____ am/are authorized to sign & upload the bid documents on behalf of the bidding firm M/s. _____. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions contained in this Bid document and undertake to abide by them. I/We further declare that

 - (i) Our bidding firm has not been blacklisted or debarred any time during last three years and such debarment / blacklisting is not subsisting as on the date of submission of bid.
 - (ii) none of the Proprietor / Partners / Directors of the Bidder, have been or are associated with any of the Business entity in a similar capacity, which (Business Entity) has been blacklisted or debarred any time during the last three years.
 - (iii) No criminal case is pending against the firm by any of the clients.
 - (iv) I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for bidding.
 - (v) I/ We do not have any conflict of interest in accordance with Clause 6(B) of the Section 2.
 - (vi) I/ We certify that in the last three years, we/any Consortium Member or our/their Associate have not been blacklisted or debarred on any contract by any client or by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be
 - (vii) I/ We certify that, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a government authority which could cast a doubt on our ability to undertake the security services or which relates to a grave offence.
 - (viii) I/ We further certify that we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

Signature _____
Name of the authorized person _____

Note:

- In case of an Individual/Proprietor, Applications without Aadhaar Card shall be rejected.
- Mandatory details to be provided.

FINANCIAL BID FOR JAN AUSHADHI KENDRA SERVICE (IN RUPEES)

1. Name of Deptt. issuing NIT _____
2. Tender Enquiry No. _____
3. Name of Bidding Firm _____
4. I/we offer annual license fee for Jan Aushadhi Kendra as under :
Rs. (Rs.)

Signature _____
Name of the Authorized Person _____
Office Seal of the Bidding Firm _____

Note:-

1. The license fee must be mentioned both in figures and words without any cutting/overwriting.
 2. The minimum license fee has been fixed as Rs. 1.80 Lacs per annum.
 3. The contract will be awarded to highest bidder as already stated above.
- The Jan Aushadhi Kendra space is limited and the vendor may quote License fee after visiting the hospital and ascertaining the capacity of designated areas for Jan Aushadhi Kendra.

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day of ____ (Month) ____ (Year)

Between

Institute of Human Behavior & Allied Sciences having its office at Dilshad Garden, Delhi-110095 Delhi (hereinafter called "the Authority / Hospital / Department" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part

AND

____ (Name and address of the contractor) through Shri _____, authorized representative (hereinafter called "the Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing

Jan Aushadhi Kendra services to the IHBAS Hospital.

NOW THIS AGREEMENT WITNESSES THE TERMS AND CONDITONS AS FOLLOWS :-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Contract conditions and service level of the contract hereinafter referred to as bid documents.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. General/Special conditions of contract and service level;
 - c. Notice inviting Tender;
 - d. Financial Bid;
 - e. Scope of service;
 - f. Addendums, if any; and
 - g. Any other documents forming part of the contract.
3. This Agreement is for a normal contract period of 3 (three) years unless terminated earlier as per the contract conditions. This is extendable also for an additional period upto one year maximum and each time extension shall be for a minimum of three months.
4. The Contractor agrees that in course of providing the requisite services, it will deploy adequate number of Jan Aushadhi Kendra personnel for rendering the Jan Aushadhi Kendra and they shall be the employees of the Contractor for the purpose of this Agreement and not of the Authority / Hospital / Department.
5. In consideration of the payments to be made by the Contractor to the Authority / Hospital /

Department as hereinafter mentioned, the Contractor hereby covenants with the Authority / Hospital / Department to execute and provide the Jan Aushadhi Kendra w.c.f _____ as per the provisions of this Agreement and the bid documents. The Contractor also agrees that it will ensure that no security breach takes place on the premises.

6. The Contractor hereby covenants to pay the Authority / Hospital / Department in consideration of the execution and completion of the services as per this Agreement and tender document at the rate of Rs. _____ (Rupees (in words) per month.

7. The contractor shall also timely disburse through electronic transfer mode to the employees the wages which should be compliant to the prevailing minimum wages and shall mandatorily include EPF, ESI, Bonus etc as admissible. In case, violation of the prevailing rules/laws in such matters occurs, it shall be the complete responsibility of the Contractor & the Contractor indemnifies the Authority / Hospital / Department from any loss or damage that may occur.

IN WITNESS WHEREOF: the parties hereto have signed the Agreement on the day and the year written above.

For and on behalf of the
Contractor

For and on behalf of the
Director, IHBAS

Authorized Signatory

Authorized Signatory

(Name: _____)
(Designation _____)

(Name: _____)
(Designation: _____)

Seal of Contractor

Seal of Authority / Hospital /
Department

1. Witness _____ (From the Authority / Hospital / Department side)
Name _____
Address _____
Telephone No: _____

2. Witness _____ (From the Contractor side)
Name _____
Address _____
Telephone No: _____

(Note:- The Authority / Hospital / Department should ensure that the person signing the agreement on behalf of contractor should be either proprietor himself or one of the authorized partners or one of Directors in case of bidding company)

(ON A STAMP PAPER of Rs.100/-)
(to be uploaded on e-tender platform)

UNDERTAKING

To

(Designation of officer issuing NIT)

Name of the Bidding firm/Agency _____

Name of the tender _____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in bid document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We agree to abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI, Bonus, Gratuity, Leave, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. In case of non-compliance of any of the terms and conditions laid down in the bid document & agreement, the Authority / Hospital / Department may take necessary action against us as deemed fit under the provision of law.

Signature _____

(Name of the Authorized person)

Name and Address of the Bidding Firm _____

Telephone No. _____

Date _____

Seal of the Bidding Firm

ANNEXURE X (FORM 10)

PROFORMA FOR BID SECURITY DECLARATION

(To be submitted by bidder on company letterhead)

To,
The _____

Whereas, I/We.....(Name of contract /agency) have submitted bid against Tender NO. _____ for the work _____

I/We submit following declaration in lieu of submitting Earnest Money Deposit.

1. If after the opening of tender , I/We withdraw or modify my/our bid during the period of validity of

Tender (including extended validity of tender specified in the tender documents.

Or

2. If, after the opening of tender, I/We fail to sign/execute the contract, or to submit performance guarantee before the deadline defined in the tender document.

I/We shall be suspended for two year and shall not be eligible to bid for open tender of IHBAS tender from date of issue of suspension order.

Signature of contractor(s)

With seal

Signature of notary with seal

Note:

1. The declaration shall be made in current date of invitation of tender.
2. Declaration shall be furnished on a Non Judicial stamp paper worth Rs. 100/- otherwise the tender shall be rejected.