



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: purchaseihbas@gmail.com; website: www.ihbas.delhigovt.nic.in



No. F.14/27/PS(M)/IHBAS/2022/

Dated: 19.11.2024

Tender document contains 15 pages. Tender Fee –Rs.500/- and EMD – Rs.20,000/-

To,

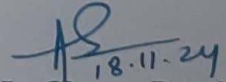
Sub:-Inviting Quotations for Empanelment of Local Chemist under LTE

Sir/Madam,

1. For and on behalf of the Director, IHBAS, **sealed quotations are invited under Single Bid System for Empanelment of Local Chemist under LTE** for day-to-day supply of the items, in the following categories, under emergency requirement in the Institute in case these are not available under Rate Contracts with both Central Procurement Agency (CPA), DGHS, Govt. of NCT of Delhi and IHBAS in the event of non-supply under Rate Contract/GeM portal:-
 - a) Drugs/Medicines (Generic)
 - b) Drugs/Medicines (Branded)
 - c) Consumable Surgical/Disposable items (Generic)
 - d) Consumable Surgical/Disposable items (Branded)

The chemist shops situated within the distance of 5 Kms from the premises of IHBAS hospital and interested in supplying the above items on emergency basis within 3-4 hours from the time-of requisition of the demand over email may participate in the tender. If you are interested to supply these items, you are requested to send your quotation addressed to the Officer-In-charge (Purchase), IHBAS, Delhi in a sealed envelope superscribed as **"Quotations for Empanelment of Local Chemist"** by **04.12.2024 on 11:00 a.m. through registered post. Cost of Tender Fee is Rs.500/-**. The detailed Terms and Conditions are attached for information and necessary action.

Yours faithfully,


18.11.24

Officer-In-Charge Purchase

(Medical)

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

Terms & Conditions

1. The quotations complete in all respects are to be submitted through registered post addressed in the name of Director, IHBAS by 04.12.2024 on 11:00 a.m. The quotation will be opened in the Purchase Section on the same date i.e. 04.12.2024 at 2:30 p.m. In case the last date for depositing the Quotations is declared as a Closed/Public Holiday, the last date will be deemed to be the next working day.
2. The Tenderer has to submit the following certificates along with the sealed quotation:-
 - a) Demand Draft/Banker's Cheque on account of Tender Fee of Rs.500/- and EMD of Rs.20,000/- in favour of Director, IHBAS, payable at Delhi.
 - b) Tender Form duly signed
 - c) Self-attested copy of GST Registration
 - d) Self-attested copy of Permanent Account Number (PAN)
 - e) Self-attested copy of last 3 years Income Tax Return (ITR)
 - f) Undertaking as per **Annexure-A** on non-judicial stamp paper of Rs.50/-
 - g) Identity Proof of Proprietor/Authorized Person of the firm
 - h) Address Proof of Office/Shop. The tenderer's office/shop must be located in a radius of 5 kms from IHBAS hospital
 - i) Copy of Valid Drug License in the name of the tenderer issued by Drug Control Department of Govt. of NCT of Delhi
 - j) An affidavit on a Stamp Paper of Rs.10/- as per **Annexure-C** stating that no case of criminal/income tax/GST/excise duty/blacklisting, etc. is pending against the firm
 - k) A Certificate (non-conviction) on non-judicial stamp paper of Rs.10/- as per **Annexure-D**
 - l) An undertaking that all supplies demanded by the IHBAS will be made immediately within 3-4 hours on receipt of demand through email and without any extra charge as per **Annexure-E**
 - m) ECS/RTGS details on tenderer's letterhead
- Note:- If the above-mentioned certificates/documents are not submitted, the quotation will not be considered/accepted.
3. The Bid should be submitted in a sealed cover/envelope indicating thereon:-
 - a) Tender regarding
 - b) Name of the Firm
 - c) Due date of Tender submission
 - d) Date & Time of Tender Opening
4. The rates quoted should be valid for a period of six months from the date of award of tender, which may be extended on mutual consent, at the discretion of the Institute, if necessary. In addition, Tenderer shall refund the difference in the event of supplying such items at lesser rate to other Governments/Institutions/Organizations during the validity of rate contract.
5. The tender forms should be clearly and legibly handwritten or type written, giving full address of the Tenderer. The rates/amounts quoted should be in figures as well as in words and written in such a way that interpretation is clear. No blank space should be left.

6. Alterations/overwriting attested by the Tenderer shall disqualify the tender. The tender should be signed by the Tenderer himself/herself/themselves.
7. The tenderer is required to quote fixed percentage discount on Maximum Retail Price in respect of each category i.e. (a) Drug/Medicines (Generic), (b) Drug/Medicines (Branded), (c) Consumable Surgical/Disposable items (Generic) and (d) Consumable Surgical/Disposable items (Branded) as per Annexure-F. The selection of Higher Discount Bidder (s) i.e. H-1. H-1 for each category will be decided on the basis of rates quoted with maximum discount in percentage on MRP by the bidder. The quoted offer will remain valid for the entire duration of the rate contract i.e. reckoned from the date of award of the order/contract to the successful bidder (s).
8. The highest discount offered on MRP for each category i.e. (a) Drugs/Medicines (Generic), (b) Drug/Medicines (Branded), (c) Consumable Surgical/Disposable items (Generic) and (d) Consumable Surgical/Disposable items (Branded) in the Bid by eligible bidders will become the discount/rate for each category.
9. Minimum discount on Branded & Generic Medicines and Branded & Generic Consumable Surgical/Disposable items, should not be quoted less than 20% on MRP.
10. It will be the sole responsibility of the bidder to pay all the taxes under the relevant Acts of Govt. of India applicable from time to time.
11. The quantity required may vary according to the requirement of the Institute.
12. The tender form is NON TRANSFERABLE.
13. The drugs/medicines/Surgical/Disposable items should have maximum shelf life.
14. Quotation received after last date will neither be entertained nor returned.
15. The participating firms shall deposit Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft/Banker's Cheque in favour of the Director, IHBAS, Delhi, on a Nationalized Bank, payable at Delhi. The EMD amount will not bear any interest, whatsoever, till finalization of the tender. The EMD in any other form shall not be accepted and quotation is liable to be rejected at the discretion of the Director.
16. The EMD will be kept as Performance Security till the validity of tender.
 - a) The supply will be made within 3-4 hours from the time of issue of email. The bidder should note that the Medicines/items supplied to Medical Store should not have passed more than 1/6th of their shelf life on the day the supplies are made. Loss or premature deterioration due to any factor during life span of the product/medicines shall have to be replaced in good condition by the supplier free of cost.
 - b) The successful bidder shall be fully responsible for the Quality of Supplied Drugs/medicine/consumable surgical items.

- c) While supplying the items, "Delhi Govt. (IHBAS) Supply Not for Sale" must be printed on each individual item bearing Batch No./Lot No./Mfg./Expiry of such items and MRP should not be printed. Stamping of Manufacturing/expiry date and Batch No. should be clearly mentioned on medicines strips, bottles, etc. Supplies with unclear stamp or without stamp will not be accepted.
- d) The Director, IHBAS, has full authority to send the samples of any item for testing/evaluation without assigning any reason to the empanelled Local Chemist/Supplier. In the event of drugs/medicines/consumable surgical items are not found as per standard, the Director is empowered to forfeit EMD in full and blacklist the Local Chemist/Supplier for indefinite period as deemed fit.
- e) If the demanded medicines/drugs/surgical consumable is not available in open market, the supplier will submit a Certificate that "The Demanded medicine/drugs or the Consumable surgical items is not available in the market or it has become obsolete from the market" so that Doctors can prescribe the most suitable medicine/drugs/consumable items for the patient care and the same could be supplied by the Supplier without loss of time.
- f) The supplier will be bound to supply the medicines/drugs/consumable surgical items in time, failing which the IHBAS reserve the right to get the supply from any other agency/chemist shops from open market and difference in the amount of discount will be borne by the H-1 firm. If the incident of failure in supply happens more than 3-4 times by the supplier, the contract may be terminated immediately, EMD will be forfeited and the process of blacklisting will be initiated.
- g) The supplier is bound to supply the medicines/consumable items round the clock within the specified time period irrespective of the quantity requisitioned.
- h) The medicines/drugs/consumable surgical items will be purchased only when these are not available under CPS (DHS) or IHBAS Rate Contract/GeM. Mere signing the contract for empanelment of Local Chemist/Supplier shall not make IHBAS liable/committed for procurement of all emergent medicines/drugs/consumable items from the appointed chemist.
- i) Medical Store, IHBAS, will issue the requisition slip through email as per **Annexure-G** to the Local Chemist/Supplier for purchase of the required items.
- j) Director, IHBAS, reserves the right to enter into parallel contract simultaneously or at any time during the period of this contract, with one or more chemists for one and the same medicine or for different medicines.
- k) In case any medicine, injection or surgical items is not used or is not as per requirement, it shall be taken back by the supplier immediately on communication from the concerned Officer In-Charge. Nothing extra will be paid for it.

17. **Penalty clause in case of delayed supply and non-supply of the items against the order:-**

- a) Penalty @3% of cost of drugs/medicines as per supply order will be charged for delay supply exceeding 3-4 hours after issuance of supply order through email.
- b) For short supply of medicines, penalty @3% of cost of drugs/medicines as per supply order will be charged.

- c) Penalty @5% of the cost of the supply order will be charged for delay in submission of bill beyond 3 months in the Medical Store.

18. **Payment**


- (a) A consolidated bill with ECS/RTGS details, for the entire supply for a month will be raised by the successful bidder/chemist and submitted in triplicate in the first week of the following month along with all the original Requisition Slips of medicine/drugs/consumable surgical items as per **Annexure-II**.
- (b) The payment will be made on monthly basis through ECS/RTGS after receipt of the consolidated bill. The Medical Store of the Institute will compile all the Bills and enter in stock register as per the requisition of the Institute. The same will be submitted as per **Annexure-I** along with a forwarding letter for processing of bill.
- (c) All disputes of differences arising between the hospital and the empanelled chemist during the execution of the contract shall be resolved through a mutual discussion, failing which the matter shall be referred to the Arbitrator as appointed by the Director, IHBAS. Hon'ble Courts at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising out of this contract.

19. **General Terms and Conditions**

- (a) Force Majure will be accepted on adequate proof, thereof.
- (b) It shall be presumed that all the Terms & Conditions mentioned in the Tender have been duly gone through and accepted by bidder in the case he submits the Tender.
- (c) The Tenderer shall have no right to modify/alter/amend/delete any terms/conditions mentioned in Tender document. No enquiries, verbal or written shall be entertained in respect of acceptance or rejection of the tender.
- (d) This Institute has the full right to reject/withdraw/revoke/cancel whole or any part of the Tender or Supply Order at any stage without assigning any reason thereof.
- (e) Quantity of the items can be increased & decreased.
- (f) Any Tenderer, if found blacklisted or having any litigation pending against him then in such case, the tender will be cancelled immediately without intimating to the firm.
- (g) No correspondence shall be entertained after opening of the tender.
- (h) The Tender Form and Terms & Conditions are attached and may be downloaded from the IHBAS Website (www.ihbas.delhigovt.nic.in). However, Demand Draft/Banker Cheque for Rs.500/- on account of Tender Fee and EMD in favour of the Director, IHBAS, Delhi, shall be submitted along with the Tender by the Tenderer. Tender without Tender Fee shall not be accepted.
- (i) Quotations not adhering to the above requirements shall be rejected at the discretion of the Director, IHBAS.

20. **Disputes**

The legal jurisdiction for all disputes arising out of the tender/contract shall be Delhi courts only.


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

UNDERTAKING

(To be attached with the Tender Form)

Tender Form for : **Empanelment of Local Chemist**
Last Date & time for receipt of tender : **04.12.2024 at 11:00 a.m.**
Amount of Earnest Money (EMD) : **Rs.20,000/- (Rupees Twenty Thousand only)**
Date and Time for Opening of Tender : **04.12.2024 at 02:30 p.m.**

To

The Director,
Institute of Human Behaviour & Allied
Sciences, Near G.T.B. Hospital,
Dilshad Garden,
Delhi- 110 095.

Subject: Tender for Empanelment of Local Chemist

Sir,

1. I/We, _____ Prop/Partner/Director/Authorized Signatory of M/s _____ certify that I/we have gone through the terms and conditions mentioned and undertake to comply with them.
2. The rates quoted by me/us are valid for six months from the date of award of contract and binding on me if accepted for the duration of contract period.
3. I/we, the undersigned hereby bind myself/ourselves to Director, IHBAS for supply of subject items to IHBAS, Dilshad Garden, Delhi-110095, during the validity period of contract and also during the period, if validity of the tender is extended on mutual consent.
4. That the items shall be of the best quality and kind and as per requirement of the Institute. The decision of the Director, IHBAS, Delhi, as regards to the quality and kind of items shall be final and binding on me.
5. EMD (Bid security) deposited by me for Rs.20,000/- in the form of Demand Draft/Banker's Cheque in the name of "DIRECTOR, IHBAS" is attached herewith and shall remain in the custody of IHBAS till the validity period of the tender, and I will not ask for refund of Bid Security during the validity of period of contract as bid security, if approved.
6. Any delay occurring on my part or if my agent fails to supply the item at the appointed place and time, the Director may purchase those from any other sources and the firm shall deposit the difference in the amount of discount to the cashier of this hospital and submit the TR-5 receipt in the Purchase Section or else the same may be adjusted against my bid security.
7. The Director, IHBAS, shall not be bound to take all or any of the item enumerated in the appendix in full/or even in part of the estimated quantity.
8. If the Director, IHBAS, deems it necessary to change any item on its being found of inferior quality, it shall be replaced by me, well in time to prevent inconvenience to the patients.

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9. I/We hereby undertake to supply the items during validity of the tender as per direction given in supply order positively. In case of urgent supplies, the supply shall be given on urgent basis.
10. I/We hereby undertake that the rates quoted by me/us are either at par or lower than that quoted to any other Govt. or private hospital/institutions and these quoted rates are not higher than the MRP of these items. I/we also undertake to abide by the same rates under extension period, if situation warrants.
11. I/We declare that my/our firm has not been blacklisted/debarred by any of the Govt. Hospitals/Institutions. If blacklisted or debarred in the past, they have revoked the same at the time of applying for the tender.
12. I/We also submit that our firm/principal firm has no vigilance case/CBI case pending against me/us.
13. I/We undertake that I/We have not submitted any false documents with the tender.
14. All the terms and conditions mentioned in the tender document shall be a part of this undertaking.

Affirmation

I pledge and solemnly affirm that the information submitted in tender documents are true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and comes to the notice of purchaser during the validity of tender period, Director, IHBAS will have full authority as he deems fit, which may amount to rejection of tender without assigning any reason.

Signature of Authorized Representative of the Firm _____

Name & Designation _____

Name of firm _____

Seal of Firm _____

Date _____

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Annexure-B**Check List against Tender No.14/27/PS(M)/IHBAS/2022**

Name of the tenderer: _____

S. No.	Details of the documents	Yes/No	Page Number
1.	Demand Draft/Banker's Cheque on account of Tender Fee of Rs.500/- and EMD of Rs.20,000/- in favour of Director, IHBAS, payable at Delhi.		
2.	Self-attested copy of GST Registration		
3.	Self-attested copy of Permanent Account Number (PAN)		
4.	Self-attested copy of last 3 years Income Tax Return (ITR)		
5.	Undertaking as per Annexure-A on non-judicial stamp paper of Rs.50/-		
6.	Identity Proof of Proprietor/Authorized Person of the firm		
7.	Address Proof of Office/Shop. The tenderer's office/shop must be located in a radius of 5 kms from IHBAS hospital		
8.	Copy of Valid Drug License in the name of the tenderer issued by Drug Control Department of Govt. of NCT of Delhi		
9.	An affidavit on a Stamp Paper of Rs.10/- as per Annexure-C stating that no case of criminal/ income tax/ GST/excise duty/ blacklisting, etc. is pending against the firm		
10.	A Certificate (non-conviction) on non-judicial stamp paper of Rs.10/- as per Annexure-D		
11.	An undertaking that all supplies demanded by the IHBAS will be made immediately within 3-4 hours on receipt of demand through email and without any extra charge as per Annexure-E		
12.	ECS/RTGS details on tenderer's letterhead		

Signature of Authorized Signatory
with Stamp

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UNDERTAKING

(On Non-judicial Stamp paper of Rs.10/-)

I _____ son of _____ resident of _____ do solemnly affirm:-

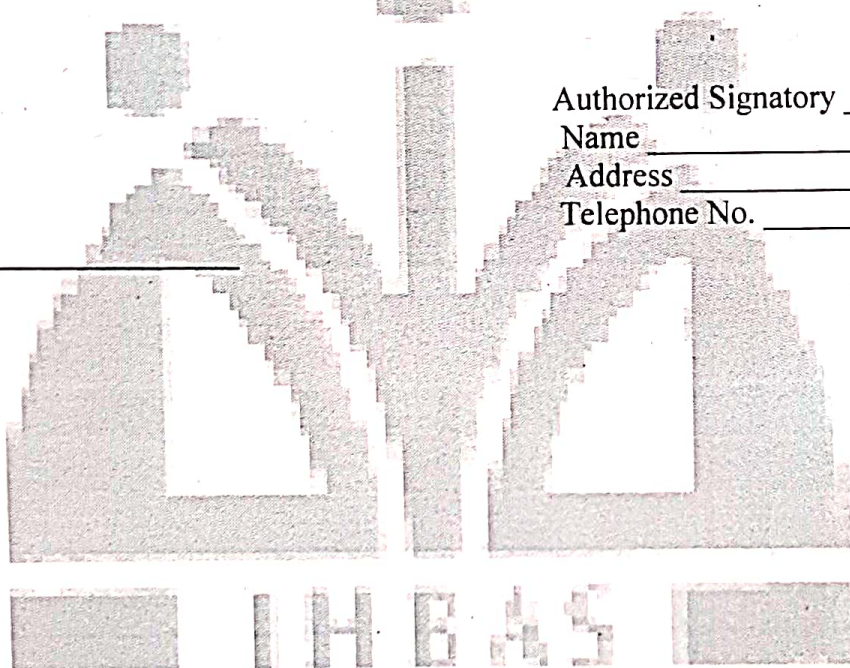
1. That I am the proprietor/partner of M/s _____.
2. That no criminal/income tax/GST/blacklisting case is pending against the firm.
3. That the firm has not been blacklisted.

Authorized Signatory _____

Name _____

Address _____

Telephone No. _____

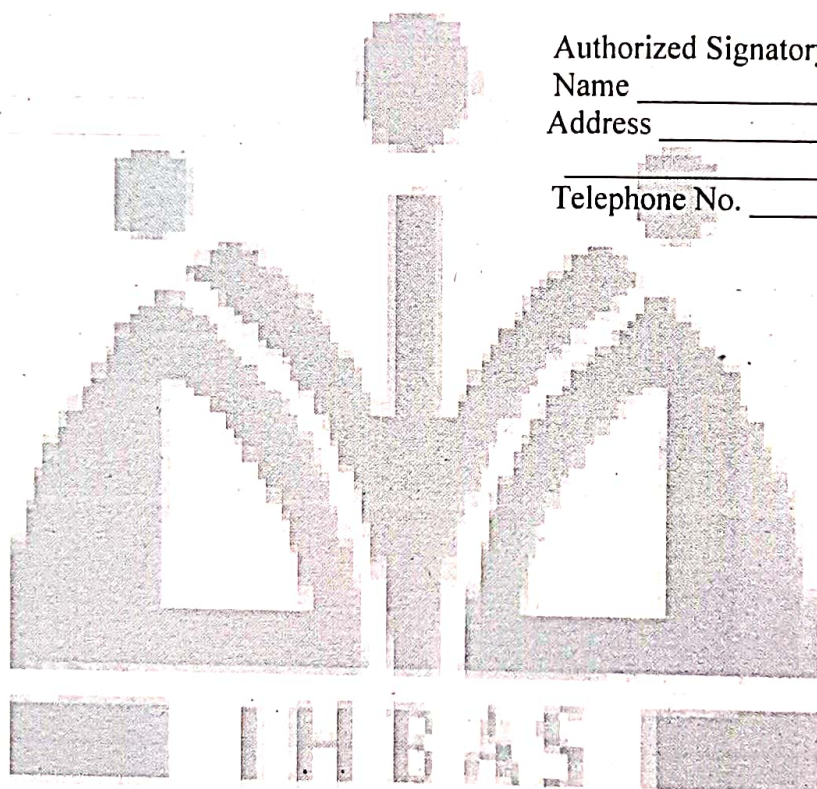


[Handwritten signature]

NO CONVICTION CERTIFICATE
(On Non-judicial Stamp paper of Rs.10/-)

This is to Certify that M/s _____
located at _____ have been
granted drug License in Form No. _____ bearing No. _____ dated
_____ under the provision of Drugs & Cosmetics Act 1940 and Rules thereunder and
that the said firm has not been convicted for violation of provisions of Drugs and Cosmetics Act
1940 and Rules thereunder.

Authorized Signatory _____
Name _____
Address _____
Telephone No. _____



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UNDERTAKING

(On Non-judicial Stamp paper of Rs.10/-)

I/We hereby undertake that the medicines/drugs/consumable surgical items as demanded by the IHBAS during the Contract period will be supplied immediately to the Medical Store, IHBAS, Dilshad Garden, Delhi-110095, not exceeding 4 hours on the receipt of demand to us over email without any extra charge.

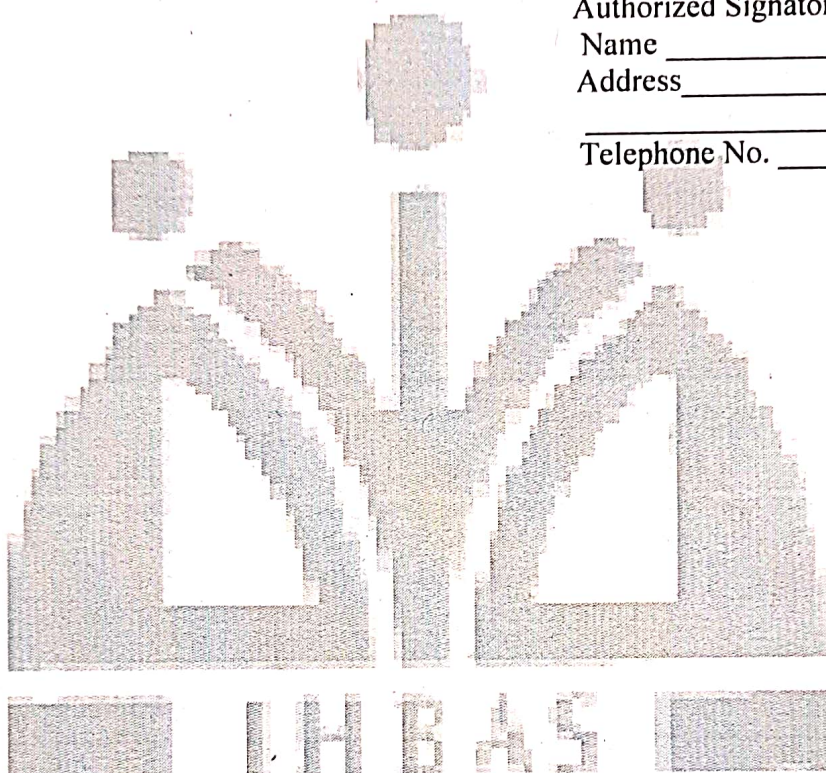
I also certify that my shop is situated within 5-6 km. radius of IHBAS.

Authorized Signatory _____

Name _____

Address _____

Telephone No. _____



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PRICE BID ON LETTER HEAD PAD
(To be given in a separate sealed envelope)

To

The Director,
Institute of Human Behaviour & Allied Sciences,
Dilshad Garden
Delhi-110095

Sub:-Tender No. 14/27/PS(M)/IHBAS/2022 for Empanelment of Local Chemist

Dear Sir,

I/We hereby accept the terms and conditions of the subject tender and offer the discount in percentage (%age) on MRP for supply of Drug/Medicines (Generic), Drug/Medicines (Branded), Consumable Surgical/Disposable (Generic) and Consumable Surgical/Disposable (Branded) to IHBAS as under:-

S. No.	Description of items to be supplied	Uniform Discount (in %age) on MRP offered (excluding GST)	Percentage (%age) in words
1.	Drug/Medicines (Generic)		
2.	Drug/Medicines (Branded)		
3.	Consumable Surgical /Disposable (Generic)		
4.	Consumable Surgical/Disposable (Branded)		

2. I/We undertake to pay all taxes, as required under the relevant Act, on aforesaid supplied items. IHBAS will pay only the MRP-quoted discount price in percentage by me/us.

Authorized Signatory _____

Name _____

Address _____

Telephone No. _____



**REQUISITION/PROFORMA FOR MEDICINES/DRUGS &
CONSUMABLE SURGICAL/DISPOSABLE ITEMS**

(To be used by user department of IHBAS)

Name of Department: _____

*Requisition Serial No. _____

Dated _____

S. No.	Name of Drug/Medicine & Consumable Surgical / disposable items	Whether Generic or Branded	If branded, the name of brand	Minimum Pack size	Qty.	Whether available under Rate Contract of IHBAS/ CPA, (YES or No)	Whether available in Medical Store (Yes or No)

OIC Medical Store

IHBAS

Pharmacist (Medical Store)

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**CONSOLIDATED BILLS AS PER DAY TO DAY REQUISITION OF
MEDICINES/DRUGS & CONSUMABLE SURGICAL ITEMS**

(To be used by the Medical Store of the Institute on completion
of the supply of one month)

Requisition No. and Date	Department	Bill No.	Date	Amount
1	2	3	4	5

Prep. By**Checked By****Sr. Pharmacist****OIC (Med. Store)**