

CHANDIGARH ADMINISTRATION

Directorate of Ayurveda, Yoga & Naturopathy, Unani,
Siddha & Homoeopathy (A.Y.U.S.H.)

Govt. Ayurvedic & Homoeopathic Dispensary Complex, 1st Floor, Sector 24 B, Chandigarh
Email: ayush.chd.admn.24b@gmail.com, Phone No. 0172-2700346, Website: www.ayushchandigarh.org

SHORT TERM E-TENDER NOTICE

The e-tenders are, hereby, invited for the purchase of Homoeopathic Medicines (Patent Medicines, Trituration 3X, Trituration 6X & Mother Tincture) amounting to **Rs.9,00,000/-** (approx.) during the financial year 2018-19 through e-tendering process.

1.	Date of Publication	On 23.01.2019
2.	Downloading of e-tender document	Start date:- 23.01.2019 at 11:00 AM End Date :- 30.01.2019 at 5:00 PM
3.	Pre Bid meeting	On 29.01.2019 at 3:00 PM (in the office of Director AYUSH, Govt. Ayurvedic/ Homoeopathic Dispensary Complex, First Floor, Sector 24 B, Chandigarh)
4.	Date of submission of e-tender	Start date: 23.01.2019 at 11:00 AM End Date : 30.01.2019 at 5:00 PM
5.	Physical submission of EMD amounting to Rs.20,000/- (Rupees Twenty Thousand only)	Upto 31.01.2019 till 11:30 AM (in the office of Director AYUSH, Govt. Ayurvedic/ Homoeopathic Dispensary Complex, First Floor, Sector 24 B, Chandigarh)
6.	Opening of Technical Bid (Online)	On 31.01.2019 at 4:00 PM (In the office of E-Procurement Cell, AYUSH-24B, Chandigarh)
7.	Opening of Price Bid of bidders whose Bid qualifies as determined by Committee.	To be intimated later on.

1. The Bid Document can be downloaded from the website <http://etenders.chd.nic./nicgep> and www.ayushchandigarh.org.
2. All other terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on the above noted website of Chandigarh Administration. The undersigned reserves the rights to reject any or all tenders without assigning any reasons.


Director AYUSH,
Chandigarh Administration.

CHANDIGARH ADMINISTRATION

Directorate of Ayurveda, Yoga & Naturopathy, Unani,
Siddha & Homoeopathy (A.Y.U.S.H.)

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To


✓ The Director Public Relation,
Chandigarh Administration.

No. A&H-I-2018-19/ ~~3718~~ 3720
Dated, Chandigarh the 22-01-2019

Subject:- Issue of e-Tender Notice for purchase of Homoeopathic medicines during the year 2018-19.

Please find enclosed herewith copy of e-Tender Notice for inviting e-tenders for purchase of Homoeopathic medicines during the year 2018-19 for use in Govt. Homoeopathic Dispensaries of Directorate of AYUSH, Chandigarh Administration. It is requested that same may kindly be got published in leading newspapers i.e. 02 in English Editions, 01 in Hindi Edition and 01 in Punjabi Edition to be published on 23/01/2019.

DA/ As above


Director AYUSH,
Chandigarh Administration

Endst. No. A&H-I-2018-19/

Dated, Chandigarh the

- A copy is forwarded to the following for information and necessary action:-
1. The Drawing & Disbursing officer (AYUSH).
 2. The Nodal Officer (e-Procurement), Directorate of AYUSH, Chd. Admn. She is further requested to upload the tender and mile- stone dates well in time.


Director AYUSH,
Chandigarh Administration.

**DIRECTORATE OF AYUSH
CHANDIGARH**

E-TENDER DOCUMENT

FOR

SUPPLY OF ESSENTIAL HOMOEOPATHIC

DRUGS

FOR DIRECTORATE OF AYUSH,

U.T., CHANDIGARH

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CHAPTER-1

From

The Director AYUSH,
Chandigarh Administration.

To

M/S _____,
_____,
_____.

E-mail address:--

Memo. No. A&H-I-2018-19/
Dated, Chandigarh, the

Subject: - Invitation of Bids through e-tendering for the supply of Essential Homoeopathic Drugs for use in AYUSH Dispensaries, Chandigarh.

-X-

The Directorate of AYUSH, Chandigarh Administration hereby invites bids through e-tendering process for the purchase of Essential Homoeopathic Drugs as per specifications mentioned in detailed Tender Document which can be downloaded from the website <http://etenderes.chd.nic./nicgep> & www.ayushchandigarh.org free of cost.

The last date for submission of E-Tender (Online) is **upto** and for EMD in physical form is **upto** **A.M.** All the e-tenders (Technical Bid On-line) received shall be opened **on** **at** **A.M.** in the presence of bidders, or their authorized representatives, if they wish to be present. All rights of rejection/acceptance wholly or partly any or all tenders are reserved with the undersigned. The Directorate of AYUSH, Chandigarh Administration will not be responsible for any delay.

Director AYUSH,
Chandigarh Administration.

**CHANDIGARH ADMINISTRATION
DIRECTORATE OF AYUSH
E-TENDER NOTICE**

The e-tenders are, hereby, invited from the licensed manufacturers/suppliers for the supply of Essential Homoeopathic Drugs through e-tendering process.

1.	Date of Publication at
2.	Downloading of e-tender document	Start date: -- at P.M. End Date :-- at P.M.
3.	Date of Pre-bid Conference	Date & Time: at A.M. Venue : In the office of Directorate of AYUSH, Sector-24B, Chandigarh.
4.	Date of submission of e-tender	Start date: -- at P.M. End Date :-- at P.M.
5.	Physical submission of EMD amounting to Rs.20,000/- at A.M. (In the office of Directorate of AYUSH, Chandigarh)
6.	Opening of Technical Bid (Online) at A.M. (In the office of Directorate of AYUSH, Chandigarh.)
7.	Opening of Price Bid of bidders whose Bid qualifies as determined by Purchase Committee.	To be intimated later on.

- The Bid Document can be downloaded from the website <http://etenders.chd.nic./nicgep> & www.ayushchandigarh.org.
- All other terms and conditions, instructions to bidder regarding e-tendering process etc. may kindly be seen from the Detailed Notice Inviting Tender (DNIT) available on the above noted website of Chandigarh Administration and Directorate of AYUSH, Chandigarh. The undersigned reserves the rights to reject any or all tenders without assigning any reasons.

Director AYUSH,
Chandigarh Administration.

INTRODUCTION

The Directorate of AYUSH, Chandigarh Administration is providing outdoor AYUSH facilities to the patients in various Govt. Homoeopathic Dispensaries in different Sectors of Chandigarh and procures Homoeopathic medicines for free distribution to the patients visiting these Homoeopathic Dispensaries and intends to purchase Essential Homoeopathic Drugs through e-tender.

CHAPTER-2

**DIRECTORATE OF AYUSH, CHANDIGARH ADMINISTRATION
E-TENDER FOR THE SUPPLY OF ESSENTIAL HOMOEOPATHIC DRUGS**

CHECK LIST FOR ONLINE SUBMISSION OF TENDER

1.	Name of the firm/organization & Address and Telephone/Mob. No. /Fax. No.	
2.	Whether copy of License/Certificate regarding Manufacturing/ Authorized Distributor for supplying of Medicines issued by the competent authority has been attached?	Yes / No
3.	Whether EMD Rs./- (Rupees Only) in the shape of Fixed Deposit Receipt duly pledged in the name of Director AYUSH, Chandigarh payable at Chandigarh has been attached? If yes, please mention FDR No. _____ dated _____ and name of the Bank _____.	Yes / No
4.	Whether 'Non Black Listed' Affidavit has been attached?	Yes / No
5.	Copy of Income tax returns duly receipted by Income Tax department along with Balance Sheets duly audited by the Chartered Accountant of last 2 Assessment years i.e. 2016-2017 & 2017-2018 attached?	Yes / No
6.	Proof with regard to the supplier/ manufacturer having experience of supplying Essential Homoeopathic Drugs of costing 80 % of estimated cost in India to any one Government/ Semi Government bodies /Commercial Institutions or 60 % of estimated cost in India to any two Government/ Semi Government bodies /Commercial Institutions or 40 % of estimated cost in India to any three Government/ Semi Government bodies /Commercial Institutions in last 7 years.	
7.	Attested photocopy of PAN Card & GST No. attached	Yes / No
8.	A copy of Valid Drug License.	Yes / No
9.	A copy of GMP (Good Manufacturing Practice) as per the revised Schedule 'M' of Drugs & Cosmetics Act, 1945/ WHO-GMP Certificate uploaded?	Yes / No
10.	Name, address, contact, number, designation/capacity of person signing tender document attached.	Yes / No
11.	Name, Address, Contract No. of Entrepreneur/Partners/Board of Directors of tenderer.	
12.	Copy of partnership deed, constitution and memorandum of association of tenderer attached.	
13.	Proof of signing authority in the shape of power attorney or decision of partnership firm or decision Board of Director of companies attached.	

Place: _____ Signature of Tenderer_____

Dated: _____ Full Name of the Tenderer _____

Address_____

DIRECTORATE OF AYUSH, CHANDIGARH ADMINISTRATION
TENDER FOR SUPPLY OF ESSENTIAL HOMOEOPATHIC DRUGS
INSTRUCTIONS/TERMS AND CONDITIONS FOR THE TENDERER

1. The Bidders shall have to submit their Bids online in Electronic Format Digital Signatures. For participation in the e-tendering process, the Bidders need to register themselves on <http://etenders.chd.nic./nicgep>. On registration, they will be provided with a user ID and a system generated password enabling them to submit their Bids online using Digital System Certificates (DSC).
2. Tenders without digital signatures will not be accepted by the Electronic Tendering System. **No Tender will be accepted in physical form and in case, it has been submitted in the physical form, it shall be rejected out rightly.**
3. Bids will be opened online as per time schedule mentioned in e-tender notice.
4. Before submission of online Bids, Bidders must ensure that self attested scanned copies of all the necessary documents as mentioned in Chapter 3 "Schedule of Requirement" of this tender document have been uploaded with the Bid, failing which their bids may be out-rightly rejected and will not be considered.
5. Directorate of AYUSH, Chd. will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
6. It will be mandatory for all the Bidders to upload all the documents mentioned under 'Tender Details' template read under 'Cover Details'.
7. Bidders should get ready with the scanned copies of EMD as specified in the tender documents and Hard Copies of all the Eligibility Documents as uploaded by the Bidders.
8. The details of EMD specified in the Tender Documents should be the same as submitted online (scanned copies) otherwise tender will be rejected.
9. The conditional bids shall not be considered and may be out rightly rejected in very first instance.
10. The Director AYUSH shall not be responsible in case system fails to open the bids due to any technical problem at the time of opening of bids.

11. The supplier/ manufacturer having experience of Essential Homoeopathic Drugs of costing 80 % of estimated cost in India to any one Government/ Semi Government bodies /Commercial Institutions or 60 % of estimated cost in India to any two Government/ Semi Government bodies /Commercial Institutions or 40 % of estimated cost in India to any three Government/ Semi Government bodies /Commercial Institutions in last 7 years shall be eligible.
12. An affidavit as per specimen enclosed as **Annexure-A'** should accompany the tender. The tenderer who has been Black-listed or his/her tenders/supply order have ever been cancelled or any legal proceedings have ever been initiated/pending by any State/UT/Central Government, his/her tender will be out rightly rejected.
13. Downloading and submission of Tender will be done by e-tendering process through the website of Chandigarh Administration **<http://etenders.chd.nic.in/nicgep>** & **www.ayushchandigarh.org**.
14. **“EARNEST MONEY DEPOSIT (EMD):** The Tender should be accompanied with Earnest Money @ 2% i.e. Rs.20,000/- (Rupees Twenty Thousand Only) to be paid in the shape of Fixed Deposit Receipt (FDR) or Bank Guarantee from the any commercial bank in an acceptable form in favour of the Director AYUSH, Chandigarh which shall be valid for one year. No bidder will be exempted from submission of EMD save as provided in GFR. The EMD deposited by the bidder in respect of another similar tender will not be considered against this tender. Scanned copy of EMD issued by Bank duly attested and countersigned by the bidder shall be uploaded.

The EMD of unsuccessful tenders will be refunded at the earliest after expiry of the final validity period and latest on or before the 30th day after award of the contract. No interest will be payable on EMD. The EMD will be forfeited, if the bidder withdraws his/her bid after submission of the Tender. Tender without EMD received in physical form shall not be considered.”

15. **VALIDITY OF CONTRACT**

The contract for the supply of Medicines will be valid for a period of one year from the date of award of contract and subsequent extension for maximum period of six months may be allowed, provided that the material shall not be purchased more than 25 % of the value of annual contract in case of exigency/emergency only if the Purchase Committee is satisfied and its approval is obtained from Competent Authority.

16. **TECHNICAL BID:** The tenderer should submit scanned copy of documentary proof of his/her eligibility as mentioned in Chapter 3 “Schedule of Requirement” of this tender document.
17. **FINANCIAL BID:** The Financial Bid shall be quoted by the bidder/tenderer through e-tendering. The Financial Bid should contain Price Schedule only. The rates should be mentioned both in figures as well as in the words. Any change in rate quoted by the tenderer afterwards will entail forfeiture of Earned Money & Cancellation of tender and blacklisting of the firm as per instructions of the Chandigarh Administration.
18. The Financial Bid of only those bidders will be opened who qualify in the technical bid as well as passing of sample evaluation done by the Technical Committee.
19. Lowest rates for each item will be considered to award the order to technically qualified bidder.
20. The rates quoted should be F.O.R. destination at Central Store Homoeopathy, Sector-27, Chd. including packing, forwarding, postage, printing charges, levies Octroi, Insurance, Carriage, Transportation, loading, unloading, freight etc.
21. The bid shall remain valid for 90 days from the date of opening of the financial bid.
22. The Test Analysis Report from Govt. Approved Laboratory of each batch of medicine will be supplied at the time of delivery of drugs otherwise the same will not be accepted.
23. The quantity can be increased or decreased depending upon the requirement.
24. **PHARMACOPOEL SPECIFICATIONS**
 - IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of Drugs and Cosmetics.
 - Furnishing of wrong information and false documents will make the firm ineligible and liable to be debarred/blacklisted from participation.
 - Non submission of certificate of price ceiling fixed by National Pharmaceuticals, Pricing Authority not following all the terms & conditions of department, furnishing wrong information and false documents will make the firm ineligible and liable to be

debarred/blacklisted from participation in future for two years alongwith forfeiting the earnest money.

- The firm must provide GMP certificate as per provisions of Drug and Cosmetic Rules.

25. **PACKING**

- All labels of cartons, ampoules, vials, bottle jars, tubes, tins, strips, gauze cotton, bandages, containers etc. should be emboldened/imprinted/ stamped with CAPITAL AND BOLD LETTERS '**GOVT. SUPPLY NOT FOR SALE**'. MRP should of course not be printed. Such packing shall clearly indicate the description, quantity, name and address, contact no. and date for identification.
- Loose supplies/damaged packing/tempered or damaged labeled supplies shall not accepted under any circumstance and will be recovered from the firm.
- Supplies to be made in proper boxes/cartons and should weigh not more than 15Kg.
- All the cartons/boxes should be virgin/new with 05 ply.
- Liquid orals to be supplied only in glass bottles/plastic bottles conforming to IP Drugs & Cosmetics Act.
- It should be ensured that only first use packaging material of uniform size including Bottles and vials is used for making supplies.
- All containers i.e. bottles, tins, cartons, tubes etc. are required to be secured with pilfer-proof scales to ensure genuineness of the products packed and the correctness of the contents.
- The I/V fluids/large volume fluids (100ml or more)/Eye/Ear Drops will be purchased with Glass and FSS/BFS Technology packed.
- All hygroscopelike drugs must be packed in aluminum/blister packs.
- The tablets/capsules should be packed in 10 tabs or capsules per strip and 10 strips in a box except otherwise mentioned.
- The labels in case of injectables should clearly indicate whether the prescriptions are meant for INTRA VENOUS, INTRA-MUSCULAR or SUB-CUT ANEOUS etc.
- The firm shall supply the stores with proper packing and labeling of the drugs as per the procurement of Drugs and Cosmetics Rules, 1945 for transit, and should reach at the destination free from any loss or damage. The stores supplied by the firm should strictly conform to the labeling provisions laid down under the Drug & Cosmetics Rules, 1945.
- If there are visible defects in the consignment such as leakage/breaking/mixing up/ mislabeled packings etc, shall be rejected. Leakage/ breaking/ shortage if any shall be replaced by supplier on receipt of intimation from concerned Central Homoeopathic Store, UT Chd. with valid proof.
- All rejected stores shall any event remain and will always be at the risk of the firm immediately on such rejection.

- The firm will replace the full stock of the NSQ (not of standard quality) batch if he is informed in writing within 30 days of receipt of his drugs/ medical consumables that the drug/ medical consumables has been declared NSQ, with good quality drugs/ medical consumables and take back the available NSQ stocks at his own cost. The department has the right to destroy such sub standards goods, if the supplier does not take back the balance goods available at Government AYUSH Institutions of the State.
- Liquid orals/oils to be supplied only in glass bottles/plastic bottles conforming to IP/Drugs & Cosmetics Act.
- All containers i.e. bottles/tins, cartons, tubes etc. are required to be secured with pilfer-proof seals to ensure genuineness of the products packed and the correctness of the contents.
- The supply should strictly conform to the standards in quality, quantity, packing and labeling with the samples supplied at the time of tender and in case they do not respond to the laboratory test at any later stage, full recovery of the amount if paid shall be made from the firm apart from recording the event for restricting the firm from future rate contract. The cost of testing of the samples will be borne by the supplier.
- In all supplies, which are labeled with Chandigarh Administration, UT Govt. supply mark, including rejected stores, it would be a condition that such supplies will not be sold to the general public.
- The medicine should reach at F.O.R. destination within 1/6th of its total shelf life (i.e. at least 5/6th of shelf life must be remaining on the date of delivery). Batch number should be mentioned on the body of the bill.
- At least 50% purchase shall be done from Central Public sector undertaking or Public sector undertakings, pharmacies under State Govts and Co-operatives manufactured in their own manufacturing units and having GMP compliance, keeping in view the need for ensuring quality of AYUSH drugs and medicines.
- The remaining purchase shall be from other GMP compliant units having valid manufacturing licenses.
- Essential non-drug items ceiling of 5% of total amount

26. **LIFE PERIOD**

- Drug supplied should not be older than 2/3rd of its shelf life from the date of manufacturer.
- Medicines with less than 2/3 of the total expiry period will not be accepted. Similarly, in the case of Medicines without expiry date and the Medicines manufactured more than eight months will not be accepted.

27. The offered supply should comply with the provisions of the Drugs and Cosmetic Act, 1940 and the Rules made there under as amended upto date and Drug Price Control order.
- a) If any supply against the Rate Contract are found to be 'Not of Standard Quality' on test analysis from approved laboratory and/or on inspection by competent authority, the contractor will be liable to replace the entire quantity or make full payment of entire consignment against the particular invoice irrespective of fact that part or whole of the supplied stores may have been consumed.
 - b) If the product is found to be 'Not of Standard Quality', the cost of testing will be recovered from the supplier.
 - c) If the firm fails to replace the batch declared to be 'Not of Standard Quality' or fails to make payment in lieu of that, the firm is liable to be debarred for two years in respect of the one or more or all the items in the Rate Contract of the Director AYUSH, Chandigarh Administration.
 - d) If Category A (Major) defect is found, the firm will be debarred for three years for one or more or all the products in the Rate Contract of Director AYUSH, Chandigarh Administration. The classification of defects into—A Category (Major) and B Category (Minor) defects will be as per the guidelines issued by the Drug Controller General of India.
28. The acceptance of tender will have binding effect on the tenderer and he/she has to supply the tendered items/ordered items within the stipulated period as mentioned in the supply order. Subletting of Contracts shall not be allowed under any circumstances.
29. The award of work order, when issued to the successful bidder, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form contractual obligations to be adhered to /performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting forfeiture etc.
30. The bid shall not contain corrections, erasures or over writing in the financial bid except duly attested by the bidder at the time of opening the bid.

31. The successful bidder shall have to execute an agreement with the Directorate of AYUSH, Chd. on a non-judicial stamp paper of Rs. 200/- (Rupees Two Hundred Only) within 10 days as may be conveyed in this regard and in case they failed to do so, Directorate of AYUSH, Chd. shall be at liberty to forfeit the earnest money, security deposit, cancel the supply order and get the supplier black-listed as per policy of Chandigarh Administration.
32. **Performance Security Deposit:** The successful tenderer will have to deposit performance security @ 5% of the total supply order value, which should be valid beyond 60 days of the period of the Rate Contract including period of Guarantee/Warranty, in the shape of Fixed Deposit Receipt (FDR) duly pledged in the name of Director AYUSH, Chandigarh within 15 days of issuance of letter of intent by the competent authority and the security deposited in connection with any other similar tender will not be considered against this tender. Thereafter, the purchase/supply order will be issued. If successful tenderer fails to submit requisite performance security deposit within prescribed 15 days, the Earnest Money will be forfeited and Directorate of AYUSH, Chd. shall be at liberty to get the said order executed from other firm/company at the risk & cost of successful bidder. The Performance Security Deposit shall be refunded only after the consumption of the material.
33. **Inspection of Material:** The Inspection Committee of the Directorate of AYUSH will inspect the goods supplied by the tenderer in response to the purchase order/indent of Directorate of AYUSH, Chd. or at any other designated place within the jurisdiction of U.T., Chandigarh. The Director AYUSH, Chandigarh reserves the rights to reject the goods supplied if same are not found in accordance with the required description/specifications.
34. **Supply of ordered material & payment:** The successful tenderers should supply the material within 30 days from the date of placing the supply order and in the event of finding the goods in order by the Inspection Committee after inspection; the payment will be released thereafter.
35. The timely delivery as stipulated in the supply order has to be strictly adhered to by the tenderer and in case of any request for extension of time made by the said tenderer in writing, the same shall be considered by the competent authority subject to the payment of penalty as provided in the terms and conditions of the tender.
36. **Penalty:--** The Director AYUSH, Chandigarh, without prejudice to other remedies available under the terms & conditions of the agreement, reserves the right to impose penalty on tenderer if he/she fails to supply

the material within stipulated period from the date of placing of supply order. **Penalty @ 0.2 %** of value of delayed portion of supply order per day will be levied subject to maximum of 10 % of total value of delayed portion of supply order. The Director AYUSH, Chandigarh reserves the right to relax the penalty clause if genuine reasons for delay have been justified by him in writing. Agreement will be terminated if supply is not made within stipulated period or within further extended period if allowed by the Director AYUSH, Chandigarh. **The supply order will stand automatically cancelled if the supply is not made within the stipulated period including extension period.**

37. In case, there is any variation in the specifications/samples approved vis-à-vis the supply received, then the supply order shall be cancelled and security deposit & earnest money shall be forfeited without prejudice to other remedies.
38. In case the firm failed to supply the material within a stipulated time including time given under penalty clause, the earnest money will be forfeited and action will be initiated as per other terms and conditions of the tender.
39. In case of partial supply where the firm failed to supply the material within the stipulated period of supply order including the period given under penalty clause, the material supplied in short will be purchased at the risk and cost of the firm and amount of difference in cost will be recovered from the firm alongwith penalty @ 10 % of the value of the short supply goods/material.
40. In case of defected supply, the bidder/tenderer will be informed to lift the said supply within 05 days from the date of issuance of said letter by the competent authority at his own cost. In the event of non lifting of said defective goods within the specified period by the tenderer, the competent authority will not be responsible in any manner for the loss or damage if any, caused to the said goods. The competent authority also reserves a right to impose any penalty as deemed fit in case of the said goods are not lifted after the expiry of specified period and may order to remove the said goods from the premises of the institution at the cost of tenderer.
41. **Force Majeure:--**
If at any time, during the continuance of this agreement, the performance in whole or in part by either party, of any obligation under this agreement be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), a notice of happenings of any such eventuality is to be given by either party within 07 days from the date of such

occurrence thereof to the other party and neither party shall due to reason of such event be entitled to terminate this agreement nor shall either party have any such claim for damages against the other in respect of such non performance or delay in performance. The operation of agreement shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Secretary Health, U.T., Chandigarh as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this agreement is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at his option terminate the agreement.

42. Tender received through e-tendering shall be opened in the Directorate of AYUSH, Chd. Admn. i.e. Govt. Ayurvedic Dispensary Complex, Sector-24, Chd. as per Schedule given in Tender Notice in e-Procurement Cell in presence of tenderer or his/her authorized representative, if they wish to be present. In the event of the date of receipt or opening of Tender being declared a holiday, the due date of receipt/opening of the Tender will be the next working day at the same hours.
43. Tender is non transferable.
44. The rates will be accepted on the distinct understanding that these are not charged higher than those charged from the DGS&D, any other department in UT, Chandigarh and surrounding states of Haryana, Punjab & Himachal Pradesh and PGI Chandigarh. No price revision will be accepted by the competent authority during the currency of the agreement.
45. **Black listing of tenderer:** Tenderer participating in the tender and short listed after due processing of tender can be blacklisted, as per Chandigarh Administration Notification no. 1927-F&PO(3)-2009/1170, dated 27th February, 2009 for non fulfilling the requisite requirements of the tender documents/supply order or for concealing any information or for furnishing any false documents/statements in the tender.
46. The bidders must supply customer satisfaction certificate regarding quality, supply after sales service from the earlier purchasers.
47. **Arbitration:**
Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach

thereof, shall be referred to a Sole Arbitrator i.e. the Secretary Health, Chandigarh Administration at the time of the dispute.

The venue of arbitrations shall be at Chandigarh.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof, rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

48. The Director AYUSH, Chandigarh reserves the right to accept or reject any tender without assigning any reason.

Director AYUSH,
Chandigarh Administration.

It is certified that I have gone through all the terms & conditions of the Tender and I further undertake to abide by all terms and conditions to be announced/mentioned at the time of opening of Tender or at the time of placing of supply order.

Dated: _____
Time: _____

Signatures of the Tenderer with seal

ANNEXURE 'A'

(To be furnished on non-judicial stamp paper duly attested by the 1st Class Magistrate)

AFFIDAVIT

I/We/M/s _____ are registered as
Manufacturers/Distributor/Supplier of _____ as per Sale Tax
Registration Certificate No. issued by _____ having registered
office at _____ and
manufacturing/supply base at _____ do
hereby declare and solemnly affirm that I/We have not been Black-listed, nor
mine/our Tenders or Supply Orders have ever been cancelled by any
State/UT/Central Government or any partner or shareholder either directly or
indirectly connected with or has any subsisting interest in the business of
my/our firm nor any legal proceedings have ever been initiated/pending by any
State/UT/Central Government or by any authority.

Place: _____
Dated: _____

DEPONENT

Verification

Verified that the contents of my/our above affidavit are true and correct
to the best of my/our knowledge and beliefs. No part of it is false and nothing
has been concealed therein.

Place: _____
Dated: _____

DEPONENT

CHAPTER-3

SCHEDULE OF REQUIREMENTS

Bid/Tender will be accepted/uploaded in two covers under heading **Details** containing:--

- 1) **First Cover titled** as “Technical Bid /Pre-qualification bid” should contain the Self-attested scanned copies of:--
 - A. Earnest money as mentioned in Clause 14 of Chapter 2 of this tender document.
 - B. Copy of income tax return of last 2 Assessment years i.e. 2016-17 & 2017-18 duly received by the Income Tax Department.
 - C. Proof with regard to the supplier/ manufacturer having experience of supplying Surgical / Medical material of costing 80 % of estimated cost in India to any one Government/ Semi Government bodies /Commercial Institutions or 60 % of estimated cost in India to any two Government/ Semi Government bodies /Commercial Institutions or 40 % of estimated cost in India to any three Government/ Semi Government bodies /Commercial Institutions in last 7 years.
 - D. Trading, Profit & Loss account and Balance sheets for last 2 Assessment years i.e. 2015-2016 & 2016-2017 duly audited by the Chartered Accountant.
 - E. PAN Card & GST No.
 - F. Affidavit as mentioned in clause 12 of Chapter 2 of this tender document.
 - G. A copy of Valid Drug License.
 - H. A copy of valid GMP (Good Manufacturing Practice) Certificate as per the revised Schedule ‘M’ of Drugs & Cosmetics Act, 1945.

OR

A copy of valid WHO-GMP Certificate issued by Central/State Drug Controller Authorities for each of the drug quoted (If Applicable).

- I. A Certificate of Original Manufacturer of product issued by the State Drug Controller.
- J. Scanned copy of Name, Address, Contact No., of entrepreneur/ partners/board of Directors of tendering.

- K. Copy of Partnership deed/Constitution and Memorandum of Association tenderer.
- L. Self-attested scanned copy of tender document accepting terms and condition of tender document.
- M. Name, address, contact number, designation/capacity of person signing the bid/tender.
- N. Individual signing the bid or other documents connected with the agreement shall submit the proof of signing authority in the shape of Power of Attorney/Decision of partnership of firms and decision of Board of Director of the Company:--
- a) A sole proprietor of the firm or constituted attorney of sole proprietor.
 - b) A partner of the firm, in which case he must have authority to represent for arbitration of disputes concerning the business of the partnership firm either by virtue of the partnership agreement or power of attorney or constituted attorney of the firm.
 - c) In case of (b) above a copy of the partnership agreement or general power of attorney , in either case, attested by a Notary Public , or affidavit on stamp paper of all the partners admitting execution of the partnership agreement or the General power of attorney should be furnished.
 - d) In case of partnership firms, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner of the firm. A person signing the letter form or any other documents forming the part of the agreement on behalf of another shall be deemed to be warranty that he has authority to sign, such documents and if, on enquiry it appears that the person has no authority to do so, the Health Department may, without prejudice to other civil and criminal remedies, terminate the agreement and make or authorize execution of agreement/intended agreement at the risk and cost of such person and hold the signatory liable to the Health Department for all cost and damages arising from the termination of the agreement including any loss which the Directorate of AYUSH may suffer on account of execution of agreement/intended agreement.
- The financial bid of only those bidders will be opened who qualify in a technical bid.

NOTE: -- All the above mentioned documents are essential to qualify at Technical Bid Stage. The technical committee reserves the right to disqualify the bidder technically if documents supplied by the bidder are insufficient to prove his /her eligibility or specification of material offered by the bidder, in the opinion of technical committee, do not match the specification mentioned in tender document.

- 2) **Second Cover titled** as “Financial Bid” shall consist of –
 - a) Price schedule.

CHAPTER-4
SPECIFICATIONS AND ALLIED TECHNICAL DETAILS OF ESSENTIAL
HOMOEOPATHIC DRUGS.

(A)

Sr. No	Name of Patents	Units	Quantity recommended
1	Alfa paed	100 ml	2000
2	Alfa tonic	100 ml	7000
3	Asthma syrup	100 ml	500
4	C C S drops	15 ml	2500
5	Calendula Dressing Powder	20 gm	1200
6	Cough syrup	100 ml	3000
7	Liver tonic	100 ml	1800
8	Phytolacca Berry Tablet	20 gm	200
9	Rheumatic oil	30 ml	2000

(B)

Sr. No	Name of Trituration 3X	Units	Quantity recommended
1	Aurum mur nat	20 gm	800
2	Calc picricum	20 gm	300
3	Calc renalis	20 gm	300
4	Formica rufa	20 gm	400
5	Hecla lava	20 gm	300
6	Lapis alb	20 gm	200
7	Thyroidinum	20 gm	1000
8	Uranium nitricum	20 gm	200

(C)

Sr. No	Name of Trituration 6X	Units	Quantity recommended
1	Calcarea sil	20 gm	200
2	Lapis alb	20 gm	200
3	Thyroidinum	20 gm	1000

(D)

Sr. No	Name of mother tincture	Unit	Quantity recommended
1	Hydrangea	30 ml	1000

CHAPTER-5

PRICE SCHEDULE (EXCEL SHEET) BOQ.

<u>Item Rate BoQ</u>										
Tender Inviting Authority: Directorate of AYUSH, Govt. Ayurvedic Dispensary, Sector-24, Chandigarh.										
Name of Work: Purchase of Essential Homoeopathic Drugs										
Contract No:										
Bidder Name :										
PRICE SCHEDULE										
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)										
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC Figures entered Rs.	RATE To be by the Bidder P	In the	TOTAL AMOUNT	TOTAL AMOUNT In Words	
1	2	4	5	6	13			53	55	
1.00	NAME OF THE ITEMS									
1.01	Alfa paed	2000	100 ml	0.00				0.0000	INR Zero Only	
1.02	Alfa tonic	7000	100 ml	0.00				0.0000	INR Zero Only	
1.03	Asthma syrup	500	100 ml	0.00				0.0000	INR Zero Only	
1.04	C C S drops	2500	15 ml	0.00				0.0000	INR Zero Only	
1.05	Calendula Dressing Powder	1200	20 gm	0.00				0.0000	INR Zero Only	
1.06	Cough syrup	3000	100 ml	0.00				0.0000	INR Zero Only	
1.07	Liver tonic	1800	100 ml	0.00				0.0000	INR Zero Only	
1.08	Phytolacca Berry Tablet	200	20 gm	0.00				0.0000	INR Zero Only	
1.09	Rheumatic oil	2000	30 ml	0.00				0.0000	INR Zero Only	
1.10	Aurum mur nat	800	20 gm	0.00				0.0000	INR Zero Only	

<u>Item Rate BoQ</u>											
Tender Inviting Authority: Directorate of AYUSH, Govt. Ayurvedic Dispensary, Sector-24, Chandigarh.											
Name of Work: Purchase of Essential Homoeopathic Drugs											
Contract No:											
Bidder Name :											
<u>PRICE SCHEDULE</u>											
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)											
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC Figures entered Rs.	RATE To be by the Bidder P	In the	TOTAL AMOUNT	TOTAL AMOUNT In Words		
1	2	4	5	6	13			53	55		
1.11	Calc picricum	300	20 gm	0.00				0.0000	INR Zero Only		
1.12	Calc renalis	300	20 gm	0.00				0.0000	INR Zero Only		
1.13	Formica rufa	400	20 gm	0.00				0.0000	INR Zero Only		
1.14	Hecla lava	300	20 gm	0.00				0.0000	INR Zero Only		
1.15	Lapis alb	200	20 gm	0.00				0.0000	INR Zero Only		
1.16	Thyroidinum	1000	20 gm	0.00				0.0000	INR Zero Only		
1.17	Uranium nitricum	200	20 gm								
1.18	Calcarea sil	200	20 gm								
1.19	Lapis alb	200	20 gm								
1.20	Thyroidinum	1000	20 gm								
1.21	Hydrangea	1000	30 ml								
	Total							0.0000	INR Zero Only		
	GST (in %)							0.0000	INR Zero Only		
Total in Figures								0.0000	INR Zero Only		

<u>Item Rate BoQ</u>							
Tender Inviting Authority: Directorate of AYUSH, Govt. Ayurvedic Dispensary, Sector-24, Chandigarh.							
Name of Work: Purchase of Essential Homoeopathic Drugs							
Contract No:							
Bidder Name :							
<u>PRICE SCHEDULE</u>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	4	5	6	13	53	55
Quoted Rate in Words	INR Zero Only						

(Signatures of bidders with Seal)

CHAPTER-6
AGREEMENT

THIS AGREEMENT is made on thisday of2017 between the President of India through the Chandigarh Administration (hereinafter referred to as the “ Directorate of AYUSH”, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assignees) of the first part and M/S, a company registered under the Companies Act, 1956/a partnership firm constituted between, having its place of business or registered office at acting through its authorized representative (hereinafter referred to as “Supplier” which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its/his/her/their respective heirs, executors, administrators and successors/the partner(s) for the time being of the said firm the survivor(s) of them and the executors, administrators and successors of the surviving partners, as the case may be, of the second part. Hereinafter, individually referred to as “Party” and Jointly as “Parties”.

WHEREAS the Supplier is engaged in the business of

AND WHEREAS the Supplier has expressed his keen desire to supply the material mentioned in Annexure-I to the Directorate of AYUSH under this agreement;

AND WHEREAS on the aforesaid representation made by the Supplier to the Directorate of AYUSH, the parties hereby enter into this agreement on the terms and conditions appearing hereinafter.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS AGREED BY AND BETWEEN THE PARTIES AS UNDER:--

1. SUPPLIER’S REPRESENTATION AND WARRANTIES

The Supplier hereby represents warrants and confirms that the Supplier:-

- 1.1** Has full capacity, power and authority to enter into this agreement and during the continuance of this agreement, shall continue to have full capacity, power and authority to carry out and perform all its duties and obligation as contemplated and perform all its duties and obligations as contemplated herein and has already taken and shall and continue to take all necessary and further action (including but without limiting to the obtaining of necessary approval/consents in all applicable jurisdictions) to authorize the execution, delivery and performance of this agreement;
- 1.2** Has the necessary skills, knowledge, expertise, adequate capital and competent personnel, system and procedures, infrastructure and capability to perform its obligations in accordance with the terms of this agreement and to the satisfaction of the Directorate of AYUSH.

- 1.3** shall, on the execution of this agreement, and supplies the medicines to the Directorate of AYUSH, and will not violate, breach and contravene any conditions of their agreement
- 1.4** has compiled with and obtained necessary permissions / licenses / authorizations from the Central, State and local authorities and obtained all required permissions/ licenses for carrying out its obligations under this agreement.

2. INSPECTION OF MATERIAL

The Inspection Committee of the Directorate of AYUSH will inspect the goods supplied by the supplier in response to the purchase order/indent at Govt. Homoeopathy Dispensary, Sector 27, Chandigarh or at any other designated place within the jurisdiction of U.T., Chandigarh. The Director AYUSH, Chd. Admn. reserves the rights to reject the goods supplied if same are not found in accordance with the required description/specifications.

2.1 SUPPLY OF ORDERED MATERIAL & PAYMENT

The Supplier shall supply the material within 30 days from the date of placing the supply order and in the event of finding the goods in order by the Inspection Committee after inspection; the payment will be released accordingly.

2.2 PENALTY

Director AYUSH without prejudice to other remedies available under the terms & conditions of the agreement, reserves the right to impose penalty on tenderer if he/she fails to supply the material within stipulated period from the date of placing of supply order. **Penalty @ 0.2 %** of value of delayed portion of supply order per day will be levied subject to maximum of 10 % of total value of delayed portion of supply order. The Director AYUSH, Chd. Admn. reserves the right to relax the penalty clause if genuine reasons for delay have been justified by him in writing. Agreement will be terminated if supply is not made within stipulated period or within further extended period if allowed by the Director AYUSH, Chandigarh. **The supply order will stand automatically cancelled if the supply is not made within the stipulated period including extension period.**

3. NATURE OF AGREEMENT

The parties hereto have considered and agreed to and have a clear understanding on the following aspects;

That, if at any time, during the operation of this agreement or thereafter the Directorate of AYUSH is made liable in any manner whatsoever by any order, direction or otherwise of any Court authority or tribunal, to pay any amounts whatsoever to any third party in any

event, the Supplier shall immediately pay to the Directorate of AYUSH all such amounts and costs and in all such cases/event the decision of the Director AYUSH, Chd. shall be final and binding upon the Supplier. The Directorate of AYUSH shall be entitled to deduct any such amounts as aforesaid from the performance security & earnest money and /or from any pending payment due to the Supplier.

4. LIABILITIES AND REMEDIES

In the event of failure of the Supplier to supply the material or part thereof as mentioned in this agreement for any reasons whatsoever, the Directorate of AYUSH shall be entitled to procure material from other sources and the Supplier shall be liable to pay forthwith to the Directorate of AYUSH the difference of payments made to such other sources, besides damages at double the rate of payments.

The supplier shall not claim any damages, costs, charges, expenses, liabilities arising out of performance/non-performance of any material, which it may suffer or otherwise incur by reason of any act/omission, negligence, default or error in judgment on part of itself under this agreement.

5. TERMINATION:-

- a) If supplier commits breach of any covenant or any clause of this agreement, Directorate of AYUSH may send a written notice to supplier to rectify such breach within the time limit specified in such notice. In the event supplier fails to rectify such breach within the stipulated time, the agreement shall forthwith stand terminated and supplier shall be liable to Directorate of AYUSH for losses or damages on account of such breach.
- b) The Director of AYUSH shall have the right to immediately terminate this agreement if the supplier becomes insolvents, ceases its operations, dissolves or files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors.
- c) Termination of this agreement may lead to forfeiture of security deposit/earnest money without prejudice to other remedies (civil/criminal)

6. ASSIGNMENT OF AGREEMENT

This Agreement is executed on the basis of the current financial position of the supplier. Henceforth, any assignment of supply order under this agreement, in part or whole, to any third party shall be a ground for termination of this agreement forthwith.

7. COMPOSITION AND ADDRESS OF SUPPLIER:-

- a) The Supplier shall furnish to the Directorate of AYUSH all the relevant papers regarding its constitution, names and addresses of the management and other key personnel of the supplier and proof of its registration with the concerned Government authorities required for running such a business.
- b) The Supplier shall always inform the Directorate of AYUSH in writing about any change in its address or the names and addresses of its key personnel. Further, the Supplier shall not change its ownership without prior approval of the Directorate of AYUSH.

8. SERVICE OF NOTICES

Any notice or other communication required or permitted to be given between the parties under this agreement shall be given in writing at the following address or such other addresses as may be intimated from time to time in writing.

Directorate of AYUSH	Supplier
.....
.....

9. CONFIDENTIALITY

It is understood between the parties hereto that during the course of business relationship, the Supplier may have access to confidential information of Directorate of AYUSH and it undertakes that it shall not, without Directorate of AYUSH prior written consent, disclose, provide or make available any confidential information in any form to any person or entity or make use of such information. This clause shall survive for a period of 5 years from the date of expiry of this agreement or earlier termination thereof.

10. ENTIRE AGREEMENT

The award of work order, when issued to the Supplier, constitutes the contract with collateral support from terms and conditions of the tender invitation notices as well as formal agreement on non judicial stamp paper, all of which finally form the contractual obligations to be adhered to / performed by the bidder and the non performance of any of such obligations make the bidder liable for consequential effects i.e. blacklisting etc.

11. AMENDMENT/MODIFICATION

The parties can amend this agreement at any time. However, such amendment shall be effective only when it is reduced in writing and signed by the authorized representatives of both the parties hereto.

12. SEVERABILITY

If for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this agreement shall continue in full force and effect.

13. CAPTIONS

The various captions used in this agreement are for the organizational purpose only and may not be used to interpret the provisions hereof. In case of any conflicts between the captions and the text, the text shall prevail.

14. WAIVER

At any time any indulgence or concession granted by the Directorate of AYUSH shall not alter or invalidate this agreement nor constitute the waiver of any of the provision hereof after such time, indulgence or concession shall have been granted. Further, the failure of the Directorate of AYUSH to exercise any option which is herein provided for requiring at any time the performance by the supplier of any of the provisions of this agreement nor in any way affect the validity of this agreement or any part thereof or the right of the Directorate of AYUSH to enforce the same in part or in the entirety of it. Waiver, if any, has to be in writing.

15. ARBITRATION

Except as otherwise provided elsewhere in the agreement, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between parties, as to the meaning, operation or effect of the agreement or out of or relating to the agreement or the breach thereof, shall be referred to a Sole Arbitrator i.e. the Secretary Health, Chandigarh Administration at the time of the dispute.

The venue of arbitrations shall be at Chandigarh.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act. 1996 and any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

16. FORCE MAJEURE

If at any time, during the continuance of this agreement, the performance in whole or in part by either party, of any obligation under this agreement, be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God

(hereinafter referred to as events), a notice of happenings of any such eventuality is to be given by either party within 07 days from the date of such occurrence thereof to the other party and , neither party shall due to reason of such event be entitled to terminate this agreement nor shall either party have any such claim for damages against the other in respect of such non -performance or delay in performance. The operation of agreement shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the Secretary Health, Chandigarh Administration, Chandigarh as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 30 days, either party may at his option terminate the agreement.

17. GOVERNING LAW/JURISDICTION

The applicable law governing this agreement shall be the laws of India and the courts of Chandigarh shall have the exclusive jurisdiction to try any dispute with respect to this agreement.

18. TWO COUNTERPARTS

This agreement is made in duplicate. The supplier shall return a copy of this agreement duly signed and stamped as a token of acceptance of all terms and conditions mentioned above. In the event of commencement of order acceptance, it will be taken that all terms are acceptable.

IN WITNESS WHEREOF THE DIRECTORATE OF AYUSH AND THE SUPPLIER ABOVE SAID HAVE HEREUNTO SUBSCRIBER THEIR HANDS ON THE DAY MONTH AND YEAR FIRST MENTIONED ABOVE IN THE PRESENCE OF THE FOLLOWING WITNESSES;

SIGNED, SEALED AND DELIVERED

WITNESSES

- | | | |
|----|-------------|---|
| 1. | Signature | Signature |
| | Name | Name |
| | Date | Date |
| | Designation | Designation |
| 2. | Signature | |
| | Name | (For and on behalf of the
Directorate of AYUSH, UT, Chandigarh.) |
| | Designation | |

SIGNED, SEALED AND DELIVERED

WITNESSES

- | | | |
|----|-----------|--------------------------------------|
| 1. | Signature | Signature |
| | Name | Name |
| | Date | Date |
| | Address | Address |
| 2. | Signature | |
| | Name | For and on behalf
of the Supplier |
| | Date | |
| | Address | |