

Government of National Capital Territory of Delhi

Certificate No.	: IN-DL28329189755715V
Certificate Issued Date	: 30-Jun-2023 04:17 PM
Account Reference	: IMPACC (IV)/ dl720603/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DLDL72060325891243766487V
Purchased by	: HLL LIFECARE LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: AIIMS NEW DELHI
Second Party	: HLL LIFECARE LIMITED
Stamp Duty Paid By	: HLL LIFECARE LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR: NEW DELHI-110029
HOSPITAL STORES

Dated: 05.7.2023

Contract No. 106/H/Local Purchase/2023-24

Contract No. 106/H/Local Purchase/2023-24

An agreement made on this day of date 05.07.2023 between the All India Institute of Medical Sciences, Ansari Nagar, New Delhi-110029 through the Director, All India Institute of Medical Sciences, Ansari Nagar, New Delhi-110029 (hereinafter called the 1st party) of the one part and M/s. Amrit Pharmacy as Retail Local Purchase Chemist under M/sHindustan Lifecare Ltd. (HLL)- a Govt. of India Enterprise, having Head Office at Poojappura, Thiruvananthapuram-695012, Kerala, India.(hereinafter called the 2nd party) of the other part.

Distribution: (on next page)

Statutory Alert

1. The authenticity of this form certificate should be verified by calling +91-11-26101100 or by using a Scan p Mobile App or Simple Mobile App. Any discrepancy in the details on this Certificate should be reported to the nearest IIMS Hospital Customer Mobile App number is available.

2. The onus of checking the legitimacy is on the user.

3. In case of any discrepancy please inform the nearest IIMS Hospital.

IIMS Hospital
New Delhi-110029

रयामली
वरिष्ठ प्रबंधक

Shyamali
05/07/23

श्यामली / SHYAMALI
वरिष्ठ प्रबंधक / Senior Manager
HCCARE LIMITED

Copy to:

- 1 Medical Supdt. AIIMS
- 2 Officer In-charge (Drug Store)
- 3 Officer In-charge (Surgical Store)
- 4 The Chief - CNC, RPC, IRCH, JPNATC, CDER & NDDTC Ghaziabad
- 5 Stores Officer-CNC, RPC, IRCH, JPNATC, CDER & NDDTC Ghaziabad
- 6 Accounts Officer- CNC, RPC, IRCH, JPNATC, CDER & NDDTC Ghaziabad
- 7 Prof. In-charge, CRHS, Ballabgarh
- 8 Officer In-charge (EHS-Dispensary)
- 9 Store Accounts Section
- 10 Billing Section(Hospital)
- 11 M/s.HLL Lifecare Ltd.,
(A Govt. of India Enterprise)
HLL Bhawan, Poojappura,
Thiruvananthapuram-695012, Kerala.

Shyamali
05/07/22

Medical Superintendent
577/12

श्यामली / SHYAMAL
वरिष्ठ प्रबंधक / Senior Manager
HLL LIFECARE LIMITED

**ALL INDIA INSTITUTE OF MEDICAL SCIENCES
ANSARI NAGAR: NEW DELHI: 110 029
(HOSPITAL STORES)**

Contract No: 106/H/Local Purchase/2023-24

Subject: Contract for Retail Local Purchase Chemist (S) for supply of Drugs/Medicine/Proprietary and imported drugs and Surgical Items on day to day basis at AIIMS for Two Years w.e.f. 01.8.2023 with provision for extension of further period of one year based on satisfactory performance and on mutual consent of both the parties.

WITNESSETH AS FOLLOWS

1. This Contract is for "Retail Local Purchase Chemist (S) for supply of Drugs/Medicine and Surgical Items on day to day basis at AIIMS, New Delhi".
2. That the Second Party shall supply all items Medicines/ Surgical/ Proprietary and Imported drugs and surgical items at discounted rates i.e: **26% on MRP minus GST** except *specified surgical items* shall be supplied at fixed price plus taxes per unit as per brand indicated at **ANNEXURE-I**
3. That the discount offered 26% by the second party shall be uniformly applicable to all items (Medicines/ Surgical/Proprietary and imported drugs/ surgical items).
4. *That the First party shall make payment of supplies as under:*
 - a. Maximum Retail Price minus GST
 - b. Discount in percentage (26%) on i.e.; MRP minus GST
 - c. Plus GST of discounted price.

MRP minus GST = Price minus Discount offered (26%) plus GST

5. Any statutory levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.
6. This contract/ agreement shall be applicable for all centers and outreach facilities of AIIMS including "Rashtriya Arogya Nidhi" and other funding agencies; however, first party reserves the right to purchase required items from other sources in case the same item is available at competitive rate.
7. All the terms/conditions/specifications etc. shall be considered as part and parcel of the agreement.
8. **Term of contract:** That the tenure of this agreement shall be from **01.08.2023 upto 31.07.2025** (Two years- both days inclusive) thereafter the same may be extended/renewed in writing at the option of the First Party on the terms and conditions as mutually agreed with some addition/deletion/modification for a further period not exceeding one year and acceptable to both parties of this agreement.
- 8.1 **The Contract /Agreement is non-transferable.** That the Second Party shall not assign, sub-contract, sublet the work assigned in any manner.
9. a) That the second party shall be required to furnish an irrevocable Performance Bank Guarantee (PBG.) within one month of signing of the MOU, valid for a period of 90 days beyond the pendency of the contract with the AIIMS. The second party will have to submit Performance Bank Guarantee of **Rs.50,00,000/- (Rupees Fifty Lakhs only)** in the form of Bank Guarantee/FDR/Demand Draft issued by any Nationalized Bank valid for 27 months as performance security in the name of "**Director, AIIMS, New Delhi**". However, in case of any further extension of the contract at a later date, the validity of the performance

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New Delhi-110029

श्यामली / SHYAMALI
वरिष्ठ प्रबंधक / Senior Manager
07/23

guarantee shall have to be extended correspondingly for a period of 90- days beyond the period of extension of the contract.

In case of failure by the second party to furnish the performance guarantee within the specified period, or to extend it at a later date, the first party shall without prejudice to any other right or remedy available in law, be at liberty to take any remedial action including legal action. In addition, the second party shall be debarred from participating in the tender for local purchase at AIIMS for a period of 5 years from the date of debarment.

b) In the event of the contract being terminated or rescinded under provision of any of the clause/condition of the agreement, the performance guarantee (PBG) shall stand forfeited in full and shall be absolutely at the disposal of the Director, AIIMS, New Delhi.

10. That the quoted discount offer shall remain valid for the entire duration of the agreement with the chemist.

11. That the second party shall be bound to supply **Medicines/ Surgical/ Proprietary and Imported drugs and surgical items** as per requirement to AIIMS (First Party) through his outlet, round the clock on all days i.e; **24x7, 365 days- a year** for the entire duration of the contract.

12. (a): That the second party shall be made supply by 4.00 P.M on the same day for which the order placed by Stores/Pharmacy in the forenoon (before 12.00 P.M.) and the order placed after 12.00 P.M. must be supplied by 8.30 A.M. on the next day in the EHS Pharmacy and by 9.30 A.M. in the Medical/Surgical Stores (Hospital/Centre).

(b): That the supply orders shall be placed per patient online. The Second Party shall receive Local Purchase indent for each patient as specified by the first party (AIIMS) in online manner by accessing EHS System through Internet/ intranet as the case may be, during allotted time. Second party shall also arrange for entry of supplies in the EHS System against each patient as specified by the first party.

13. That the second party shall be bound to provide emergency supply within hour of receiving order. For emergency purchases made from the Stores or the control room (all orders from the control room are to be taken as emergency purchases, while the store shall specify if a purchase is an emergency), supply must be made within one hour of the receipt of the order.

14. That the item which is requisitioned shall be supplied in quantities mentioned in the indent and must be of the same brand and supply must reach at indenting area within stipulated time by the second party.

15. That the supply will be accompanied with Challan in triplicate.

16. That the second party has to submit the bills on fortnightly basis and payment will be made against the proper bills with all required documents.

17. That the Payment for supply made by the second party at AIIMS shall be made through cheque or electronic clearing system (ECS). In case of cheque, the same will be dispatched through registered post and postal charges shall be deducted from their bills.

18. No payment shall be made for rejected stores. Rejected items must be collected back by the second party immediately on same day of rejection at their own cost and replace it with acceptable material immediately. In case if the rejected material is not collected back the same would be auctioned at the risk of the second party without any further notice.

Sanyal
Medical Superintendent
AIIMS Hospital
New Delhi-110029

Shyamali
श्यामली / SHYAMALI
वरिष्ठ प्रबंधक / Senior Manager
HLL LIFECARE LIMITED

19. That the services provided by the second party shall be reviewed periodically. During the contract period, AIIMS authorized personnel may collect samples at random from the stock and send to Govt. approved Labs. for quality testing. In case of unsatisfactory supplies at any time contract is liable to be cancelled and performance security will be forfeited and the same shall be debarred from participating in the local purchase tender at AIIMS for further 05 years.

20. **Percentage of supply:** The selected firm will have to supply at least **95.0%** of all the indented items of the same brand and in the quantity as requested from each list (within stipulated time as given above), from any user area of the Hospital/ Institute on any given day.

21. **Brand:** The Second Party shall supply only the brand indented. However, if the same brand cannot be supplied, then substitute should be from reputed firm with explicit verbal prior concurrence of the first party; indenting officer i.e. Pharmacist In-charge, EHS pharmacy or the Store-keeper, medicine/ surgical store. Such verbal concurrence should be formalized in writing at the earliest opportunity.

22. **Penalty:** A penalty @ **Rs.500/-** per item per instance shall be levied in case of:

- Substitution of brand without prior concurrence
- In case of non-supply/ short supply of these items below the stipulated **95%** limit on a daily basis
- Delay of supply beyond acceptable time limits as explained earlier.

Penalties will be imposed as per the billing cycle, but shall be calculated on a daily basis.

Calculation of penalty: In case items requisitioned are:

- i. Not provided on time
- ii. Given in short supply
- iii. Not supplied

Then penalty will be imposed if the sum total of i and ii and iii exceeds beyond 5% of the supply made on that day, for only those items which are in excess of 5% of the total number of item indented on that day. Penalty shall be calculated separately for each of the three areas viz; Medical Store, EHS Dispensary & Control Room.

For example:

A vendor receives the following requisitions from different user areas in a day for items under:

Medical store : 100 drugs
EHS pharmacy : 300 drugs
Control room : 2 drugs

He is able to make the following supplies:

Medical store: 93 items+ 2 items with less quantity, 5 items non-supply

EHS pharmacy: 257 items as per requisition +10 items with less quantity, 3 items non-supply, 30 items delayed supply

Control room: 2 drugs within one hour

Penalty will be calculated as per the following method:

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5/11/23
Medical Superintendent
A.I.I.M.S. Hospital
New Delhi-110029

Shyamali
11/05/23
श्यामली / SHYAMALI
वरिष्ठ प्रबंधक / Senior Manager
HLL LIFECARE LIMITED

Medical store:

No. of defaults = $100 - 93 = 7$; Total items requisitioned = 100

Default rate = $7 / 100 \times 100 = 7\%$ i.e. $> 5\%$

Hence, penalty will be levied

5% of 100 = 5. Hence, default in excess of acceptable 5% (5 defaults) is to be penalized

$7 - 5 = 2$

Since only 2 items exceed the 95% supply acceptability rate, hence, penalty will be levied for these two items only @ of Rs 500/item $\times 2 = \text{Rs } 1000/-$

EHS pharmacy:

No. of defaults = 33; Total items requisitioned: 300

Default rate = $33 / 300 \times 100 = 11\%$ i.e. $> 11\%$

Hence, penalty will be levied

5% of 300 = 15. Hence, default in excess of acceptable 5% (15 defaults) is to be penalized

$33 - 15 = 18$

Since 18 items exceed the 95% supply acceptability rate, hence, penalty will be levied for these 18 items only @ of Rs 500/item $\times 18 = \text{Rs } 9000/-$

Control room:

Since all items have been supplied as an emergency (within one hour), no penalty will be imposed.

Total penalty calculated for that day = $1000 + 9000 = 10000$

Penalty for brand substitution will be in each instance where it is made without explicit concurrence of indenting area incharge i.e. Chief Pharmacist in EHS Pharmacy and Storekeeper in Medical or Surgical Store.

23. That the contract shall be cancelled at any time if the second party fails to fulfil the terms and conditions of the contract. The decision of the Director, AIIMS / authorized person by the Director, AIIMS, in this regard shall be final and binding
24. The Director, AIIMS, New Delhi reserves the right to terminate the contract at any time after giving amonth's notice to the Second Party. In case the Second Party desires to terminate the contract during its period of pendency, he shall have to give a notice of three months to the Institute.

Statutory Obligations: That the Second party will have to produce the original documents pertaining to proof of incorporation/inception, evidence of legal ownership, Rental Agreement for use of the land on which the storage facility, Fire Clearance Certificate of the Storage site, Pan Number, GST, registration etc. (with a photocopy each of the same). These documents must establish that these are valid for the duration of this contract. If the second party fails to produce the required documents in original, the agreement shall be treated as cancelled.

Satyam Lal
Medical Superintendent
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New Delhi-110029

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11 IFECARE LIMITED

25. Resolution of disputes:

If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the second party shall make every effort to resolve the same amicably by mutual consultations.

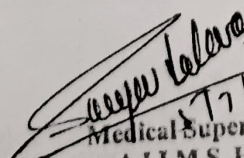
- 26.1 If the second party fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then either the Purchaser/Consignee or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

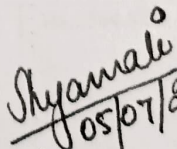
In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director, AIIMS. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).

- 26.2 **Venue of Arbitration:** The venue of arbitration shall be New Delhi, India.

26. Force Majeure:

Notwithstanding the War like situation/any major natural calamity the supplier shall not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.


 7/23
 Medical Superintendent
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 New Delhi-110029


 05/07/23
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 वरिष्ठ प्रबंधक / Senior Manager
 HLL LIFECARE LIMITED

Annexure -I

Contract no.

Subject: Tender for the appointment of Local Purchase Chemist at AIIMS-reg.

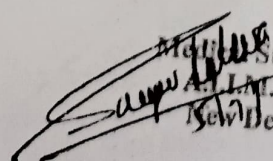
List of Specific Surgical items

Sr. No.	Nomenclature of items	Rates per unit +GST (Rs.)	Sr. No.	Nomenclature of items	Rates per unit + GST
1	Elastic Knee Stocking (Vissco/MGRM/LP/Tynor)	Rs.357.50 + GST	46	Arterial Sheath 5fr,6fr,7fr,9fr (Arrow)	Rs.699.00 + GST (5fr, 6fr & 7fr) Rs.750.00 + GST (9fr)
2	Abdominal Binder (Vissco/MGRM/LP/Tynor/ Flamingo)	Rs.316.51 + GST	47	Terumo Guide Wire 150cm 0.035 J -Tip & Straight Tip (Radifocus/Ariette)	Rs.897.41 + GST
3	Ankle Brace (MGRM/Chittrath/Aircast)	Rs.357.00 + GST	48	Terumo Guide Wire 150cm 0.032 J -Tip & Straight Tip (Radifocus/Ariette)	Rs.897.41 + GST
4	Arm pouch (Vissco/MGRM/LP/Tynor)	Rs.133.62 + GST	49	Terumo Guide Wire 150cm 0.038 J -Tip & Straight Tip (Radifocus/Ariette)	Rs.897.41 + GST
5	Carpel Tunnel Splint (Vissco/Tynor)	Rs.210.00 + GST	50	Terumo Guide Wire 260cm 0.038 J -Tip & Straight Tip (Radifocus/Ariette)	Rs.1610.00 + GST
6	L. S. Belt (MGRM/Tynor)	Rs.122.00 + GST	51	Terumo Guide Wire 260cm 0.032 J -Tip & Straight Tip (Radifocus/Ariette)	Rs.1610.00 + GST
7	Medical Arch Supports (MGRM)	Rs.137.00 + GST	52	Terumo Guide Wire 260cm 0.035 J -Tip & Straight Tip (Radifocus/Ariette)	Rs.1610.00 + GST
8	Stocking (Vissco)	Rs.596.00 + GST	53	MPA 5Fr (COOK)	Rs.1564.82 + GST
9	Arm Sling (Vissco/MGRM/LP/ Premier/Tynor)	Rs.152.24 + GST	54	PTA Balloon Catheter 20x40cm (BARD/COOK)	Rs.10500.00 + GST
10	L.S. Corset (Vissco/MGRM)	Rs.266.14 + GST	55	Covered Stent 10x120, 8x40,8x60,8x80 (BARD/COOK)	Rs.35000.00 + GST
11	a) Ankle weight 1kg Vissco/MGRM	Rs.458.00 + GST	56	RDC (BARD/COOK)	Rs.1564.82 + GST
	b) Ankle weight 1½kg (Vissco/MGRM)	Rs.310.00 + GST	57	Double Lumen Haemodialysis Catheter (Covidien/Arrow)	Rs.1564.82 + GST

[Signature]
Superintendent
AIIMS Hospital
New Delhi-110029

[Signature]
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4LL LIFECARE LIMITED

	Heel pads Vissco/MGRM	Rs.252.00 + GST	58	Triple Lumen Haemodialysis Catheter (Covidien/Arrow)	Rs.2587.50 + GST
13	Crutches Vissco/Tynor	Rs.439.19 + GST	59	Double Lumen Femoral Catheter (Covidien/Arrow)	Rs.1859.50 + GST
14	Opsite Surgicare	Rs.50.00 + GST	60	HD Tubing (Fresenius Kabi/ Dr. Surgical /Brawndov)	Rs.115.00 + GST
15	Abdominal Drain Kit Romsons	Rs.102.68 + GST	61	F-4 Dialyser With Tubing (Fresenius Kabi/ Dr. Surgical /Brawndov)	Rs.640.00 + GST
16	Primapore large Smith & Nephew	Rs.50.31 + GST	62	FxpadsDialyser With Tubing (Fresenius Kabi/ Dr. Surgical /Brawndov)	Rs.650.00 + GST (FxpadsDialyser) Rs.144.00 + GST (Tubing)
17	Thera band LP brand	Rs.398.60 + GST	63	F-60 Dialyser With Tubing (Fresenius Kabi/ Dr. Surgical /Brawndov)	Rs.640.00 + GST
18	Wrist band Vissco/MGRM/LP/Tynor	Rs.69.00 + GST	64	CVP(cavafix) Line 275,375,475 (B-Braun)	Rs.450.00 + GST
19	Walking stick Vissco/Tynor	Rs.270.53 + GST	65	Trop -T kit (Roche)	Rs.350.00 + GST
20	Scratch pad (Tip cleaner) Shing Brand	Rs.68.79 + GST	66	RC-1 & RC-2 (COOK)	Rs.1564.82 + GST
21	Artiflix BSN	Rs.80.09 + GST	67	Catheter Triple Lumen 7fr & 5fr (B-Braun)	Rs.1550.00 + GST
22	Scrotal support Vissco/Tynor	Rs.212.47 + GST	68	Diaper XL,XXL (Dignity/Romsons/Comfrey)	Rs.256.69 + GST
23	Folding walker Vissco/Imported/Komfort /Tynor	Rs.1150.00 + GST	69	Cervical Collar (Soft) (Tynor/Vissco/MGRM)	Rs.169.76 + GST
24	Tennis elbow support of different sizes. LP/MGRM/Tynor	Rs.94.19 + GST	70	Fistula Needle 16-18G (B-Braun/Dr.Surgical)	Rs.24.25 + GST
25	Oak brace MGRM	Rs.750.00 + GST	71	Pigtail Catheter With Trocar 8FR,10FR,12FR (DEVON)	Rs.790.00 + GST
26	Thumb spica Splint Vissco/MGRM	Rs.118.29 + GST	72	H3 FNC Circuit With Canulla Assorted Size (Fisher &Paykel)	Rs.2000.00 + GST
27	Fistula binder	Rs.20.70 + GST	73	Physicool	Rs.1500.00 + GST

 Superintendent
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 New Delhi-110029

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 05/07/23

	Viscco/MGRM			(S.J Mega Solutions)	
28	Venosan stocking Venosan Brand	Rs.2645.00 + GST (knee) Rs.2850.00 + GST (Thai)	74	Heating Pad (Actimove/Flamingo/Viscco/ MGRM/Tynor)	Rs.550.00 + GST
29	Silicon heal pad Oppo	Rs.340.00 + GST	75	Karman Canulla 4FR,5FR,6FR,7FR (Chimpcho)	Rs.35.00 + GST
30	Wrist splint Viscco/MGRM/LP/Tynor	Rs.184.00 + GST	76	Rotahalar (Cipla)	Rs.64.99 + GST
31	Frekka Tube Fresenius Kab	Rs.632.50 + GST	77	Ankle wrap (Viscco/MGRM/Tynor)	Rs.112.00 + GST
32	Paraffin Gauze (Cuticell Dressing)BSN Brand	Rs.40.16 + GST	78	Tailor Bruce (MGRM)	Rs.1039.00 + GST
33	Uristix Siemens Brand	Rs.270.00 + GST	79	Anklet (Viscco/MGRM/LP/Tynor)	Rs.145.00 + GST
34	Nebulizer machine Amron/ Dr. Reddy/ dr. Morepen	Rs.1578.17 + GST	80	Endo scissors (J&J)	Rs.12000.00 + GST
35	Unloader knee Brace Ossur/MGRM/Viscco/Tynor	Rs.450.00 + GST	81	Primapore small (Smith & Nephew)	Rs.18.50 + GST
36	Sterile Gauze Size: 10x10x12 (Zest Surgicals)	Rs.16.90 + GST	82	Tricofix (BSN)	Rs.42.00 + GST
37	Autoclave tape 3M Health care	Rs.400.00 + GST	83	Commode chair (Viscco)	Rs.1490.00 + GST
38	Commode extension Viscco	Rs.243.14 + GST	84	Silicon full insole (Oppo)	Rs.1410.00 + GST
39	Knee cap open Patella LP/Tynor/Viscco/MGRM	Rs.175.00 + GST	85	Zero state VT with baby mask (Cipla)	Rs.231.00 + GST
40	Knee support LP/Tynor/Viscco	Rs.158.82 + GST	86	Kito-Diastix (Bayer)	Rs.236.25 + GST
41	Hinged knee Brace LP/Tynor/Viscco/MGRM	Rs.200.00 + GST	87	Sterile Gauze Size: 5x5x12 (Zest Surgicals)	Rs.7.35 + GST
42	Corn Caps Nice Remedies	Rs.2.06 + GST	88	Sprit Swab (B.D.)	Rs.1.47 + GST
43	B.P Blade (Surgeon/Paramount/Ariette)	Rs.2.65 + GST	89	Zero state VT (Adult) Cipla	Rs.231.00 + GST
44	PL- I kit & PL- II kit (Fresenius Kabi)	Rs.6382.50 + GST	90	Arterial Cannula (B.D.)	Rs.215.25 + GST
45	T- Piece (Intersurgical/Romsons)	Rs.53.39 + GST	91	Heating Gel Pad(Electrical) (Actimove/Flamingo/Viscco/ MGRM/Tynor)	Rs.409.00 + GST

[Signature]
Medical Superintendent
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Shyamali
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A.I.I. LIFECARE LIMITED