



**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](mailto:purchaseihbas@gmail.com); website: [www.ihbas.delhigovt.nic.in](http://www.ihbas.delhigovt.nic.in)**

No. F.14/21/PS(M)/IHBAS/2022/ 192

Dated: 14.08.2024

To

M/s Mesmer Pharmaceuticals  
VEDHA No. 13, Ground Floor,  
Mangala Nagar, 1<sup>st</sup> Main Road,  
Porur, Chennai – 600116,  
Tamil Nadu.  
Email:- [tenders.mesmer@iconlife.in](mailto:tenders.mesmer@iconlife.in)  
Contact No.:- 9444903427

**Subject: Rate Contract for Medicines/Drugs under E-tender (Tender ID No. 2024\_IHBAS\_255589\_1) for two years w.e.f. 01.09.2024 to 31.08.2026.**

Sir,

This is with reference to your quotation submitted on Delhi Govt. e-procurement portal against Tender No. 14/21/PS(M)/IHBAS/2022, Tender ID No. 2024\_IHBAS\_255589\_1 for Medicines/Drugs.

The Competent Authority of this Institute is pleased to award the rate contract to your firm for two years w.e.f. **01.09.2024 to 31.08.2026** for **03 items** under the category of Medicines/Drugs as per Annexure-A attached herewith. The contract may be extended on mutual consent for another one year on the same rates, terms and conditions, if needed.

The terms and conditions of the rate contract are given here under:-

1. Out of the approved 03 items of Medicines/Drugs, order will be placed on your firm from time to time as per the requirement of the Institute during the rate contract period.
2. During the validity period of contract, if the items are available on GeM/CPA/DHS, meet the requirement/specifications of user department and the cost of such item is lesser than that of item approved under rate contract, the same shall be procured through GeM/CPA/DHS. In such events, the firm shall have no right for any order under rate contract.
3. The ordered items will be supplied to the Medical Store of this institute within 30 days in case of Indian Medicines/Drugs and within 90 days in case of Imported Medicines/Drugs without any extra charge on account of packing, forwarding, loading and unloading, etc. The period of delivery period will be reckoned from the date of issue of the supply order.
4. 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.
5. The items supplied must have maximum prescribed shelf life on the date of delivery. Not more than 1/6<sup>th</sup> of the shelf life period from the date of manufacturing to the date of expiry should have lapsed, before supply of the items to this Institute, wherever date of expiry is applicable.
6. If any of the items supplied are found to be of inferior quality by user department, the supplier shall replace the same on its own expenses within seven days from the date of intimation to avoid inconvenience to the Institute. No extra amount shall be paid by the institute. If not satisfactorily replaced within the stipulated time, penalty shall be levied as per GFR provisions.

*raavoy*  
14/8/2024

7. If the extension of delivery period is required, request with a valid reason must reach the Director, IHBAS, within the validity period of the supply order. Extension for only 15 days shall be entertained.
8. Extension beyond the validity period will be admissible with penalty at the rate of:-
  - (a) 2% of the amount of supply order for the first extension for a month or part thereof.
  - (b) 3% of the amount of supply order for the second extension of another one month or part thereof will be charged.
  - (c) For short supply of medicines, penalty @3% of cost of drugs/medicines as per supply order will be charged.
  - (d) 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.
9. The Director reserves the exclusive right to waive off penalty charges for late supply depending on the merits of the case for late supply or due to natural calamities.
10. If the firm fails to deliver the Medicines/Drugs within the stipulated validity period as mentioned in supply order, the Institute will have the full right to procure these items from the open market at the risk & cost of your firm and will be adjusted from the bills/Security deposit. The loss due to excess expenditure will be borne by your firm.
11. In the event of non-supply of the ordered items by your firm, the Institute will have the right to forfeit EMD/Security in full. If the incident of non-supply of items by your firm occurs more than two times in the financial year, the firm shall be debarred for 2 years from participating in the tender invited by the Institute in future. The decision of the Director in this regard shall be final and binding.
12. Penalty will be imposed in case of supply of "Not of standard quality" of medicines/drugs to the Institute:-
  - (a) If medicines/drugs supplied are not found to be of standard quality as per specifications on analysis and/or on inspection by Competent Authority, the Institute will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The institute shall not be liable to make any payments in lieu of inferior items.
  - (b) If the firm fails to make fresh supplies in lieu of "Not of standard quality" of drugs/medicines, the firm is liable to be debarred for three years in respect of all the items in the rate contract of this institute and EMD/Performance Security shall be forfeited.
  - (c) If the product is not found to be of standard quality, the cost of testing done by the institute will be recovered from the supplier.
  - (d) In case, the supplies are found to be of inferior quality, consecutively for three occasions, the firm shall be liable for debarment for participating in all future tenders of drugs/medicines. EMD/Performance Security shall also be forfeited.
  - (e) A copy of the test report will be sent to the DCGI for necessary action at their end.
  - (f) If any drugs supplied against this rate contract are found to be "not of standard quality" on inspection by Competent Authority, the pharmaceutical firm will be liable to replace the entire quantity within 15 days otherwise risk purchase will be charged from the company and the cost of testing will be recovered from the supplier.
13. Security deposit @5% of the total value of the ordered items under rate contract shall be furnished in the form of Bank Guarantee or FDR of any scheduled bank in favour of the Director, IHBAS.
14. The payment shall be made through ECS/RTGS after stock entry of the items in the Medical Store of the Institute and necessary verification of the bill and recoveries, if any, in respect of penalty/damages/losses, etc.
15. No payment shall be made in respect of rejected items and the same should be removed/replaced immediately by your firm within a week from the date of rejection/intimation at your own cost failing which the items will be disposed off by IHBAS at the risk and responsibility of your firm without any further notice/information. The supplier will have no claim on any account in this regard.
16. The manufacturer should be submitted original invoices directly along with Eway bills while supplying the items to the Institute failing which payment will not be made. Duplicate bills shall not be entertained.
17. The delivery challan must be submitted in triplicate by the supplier to the Medical Store.

*Handwritten signature*  
14/8/2024



18. Tender Item Serial No. along with the name of items and Supply Order No. should be clearly mentioned on the bill/invoice.
19. The bill in triplicate should be submitted along with bank details.
20. All other terms and conditions of the tender for Medicines/Drugs will be the part of this rate contract.
21. If any clarification regarding rate contract is required, the same may be sought within 7-8 days from the date of issue of this rate contract. Thereafter, no clarification shall be entertained.
22. Acceptance of rate contract on an agreement on non-judicial stamp paper of Rs. 100/- shall be submitted within two weeks from the date of issue of this rate contract.

Yours Faithfully,

*M. Anand*  
14/8/2024  
**Officer In-Charge Purchase  
(Medical)**

**Enclosed: Annexure-A**

**Copy to:-**

1. OIC (Medical Store), IHBAS – In case supplier does not supply the items within delivery period of the supply order, Purchase Section may be intimated immediately after expiry of delivery period so that necessary action against the firm as per tender terms and conditions can be taken.
2. DCA, IHBAS
3. Guard File

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

## AGREEMENT

This Deed of Agreement is made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

### **BETWEEN**

**Institute of Human Behaviour & Allied Sciences** having its office at Dilshad Garden, Delhi-110095, (hereinafter called the "Purchaser" which term shall include its successors and assigns) on the one Part.

### **AND**

M/s \_\_\_\_\_ having its office at \_\_\_\_\_  
(hereinafter called the "Service Provider" which term shall include successors and assigns) on the other Part.

Whereas Institute of Human Behaviour & Allied Sciences has placed a Offer Order No. \_\_\_\_\_ dated \_\_\_\_\_ on M/s \_\_\_\_\_ for \_\_\_\_\_.

### **NOW THIS DEED OF AGREEMENT WITNESSES THE TERMS AND CONDITIONS AS FOLLOWS:-**

1. That the agreement shall come into force immediately and shall remain valid for two years from \_\_\_\_\_ to \_\_\_\_\_ till the rate contract expires or cancelled by the Purchaser.
2. That if the validity period of security deposit expires before the validity of rate contract, the supplier will get it extended at its own cost from its Banker and submitted to IHBAS.
3. That the \_\_\_\_\_ item (s) of Medicines/Drugs as mentioned in the Annexure-A to it is approved under rate contract for two years from \_\_\_\_\_ to \_\_\_\_\_ vide Rate Contract No. \_\_\_\_\_.
4. That all the items as per the price, specification and quantity given in the rate contract shall be delivered with 30 days in case of Indian items and within 90 days in case of Imported items, on receipt of the supply order from the Purchaser.
6. That 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.
7. That the items supplied must have maximum prescribed shelf life on the date of delivery. Not more than 1/6<sup>th</sup> of the shelf life period from the date of manufacturing to the date of expiry should have lapsed, before supply of the items to this Institute, wherever date of expiry is applicable.
8. If any of the items supplied are found to be of inferior quality by user department, the supplier shall replace the same on its own expenses within seven days from the date of intimation to avoid inconvenience to the Institute. No extra amount shall be paid by the institute. If not satisfactorily replaced within the stipulated time, penalty shall be levied as per GFR provisions and the same shall be procured from open market at the risk and cost of the firm. The penalty/difference amount, if any, shall be recovered from the bill/security deposit.
9. If the extension of delivery period is required, request with a valid reason must reach the Director, IHBAS, within the validity period of the supply order. Extension for only 15 days shall be entertained.

*raunay*  
14/8/2024

10. That Extension beyond the validity period will be admissible with penalty at the rate of:-
  - (a) 2% of the amount of supply order for the first extension for a month or part thereof.
  - (b) 3% of the amount of supply order for the second extension of another one month or part thereof will be charged.
  - (c) For short supply of medicines, penalty @3% of cost of drugs/medicines as per supply order will be charged.
  - (d) 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.
11. The Director reserves the exclusive right to waive off penalty charges for late supply depending on the merits of the case for late supply or due to natural calamities.
12. If the firm fails to deliver the Medicines/Drugs within the stipulated validity period as mentioned in supply order, the Institute will have the full right to procure these items from the open market at the risk & cost of your firm and will be adjusted from the bills/Security deposit. The loss due to excess expenditure will be borne by your firm.
13. In the event of non-supply of the ordered items by your firm, the Institute will have the right to forfeit EMD/Security in full. If the incident of non-supply of items by your firm occurs more than two times in the financial year, the firm shall be debarred for 2 years from participating in the tender invited by the Institute in future. The decision of the Director in this regard shall be final and binding.
14. Penalty will be imposed in case of supply of "Not of standard quality" of medicines/drugs to the Institute:-
  - (a) If medicines/drugs supplied are not found to be of standard quality as per specifications on analysis and/or on inspection by Competent Authority, the Institute will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The institute shall not be liable to make any payments in lieu of inferior items.
  - (b) If the firm fails to make fresh supplies in lieu of "Not of standard quality" of drugs/medicines, the firm is liable to be debarred for three years in respect of all the items in the rate contract of this institute and EMD/Performance Security shall be forfeited.
  - (c) If the product is not found to be of standard quality, the cost of testing done by the institute will be recovered from the supplier.
  - (d) In case, the supplies are found to be of inferior quality, consecutively for three occasions, the firm shall be liable for debarment for participating in all future tenders of drugs/medicines. EMD/Performance Security shall also be forfeited.
  - (e) A copy of the test report will be sent to the DCGI for necessary action at their end.
  - (f) If any drugs supplied against this rate contract are found to be "not of standard quality" on inspection by Competent Authority, the pharmaceutical firm will be liable to replace the entire quantity within 15 days otherwise risk purchase will be charged from the company and the cost of testing will be recovered from the supplier.
15. That Security deposit @5% of the total value of the ordered items under rate contract shall be furnished in the form of Bank Guarantee or FDR of any scheduled bank in favour of the Director, IHBAS.
16. That the approved rates by your firm under this tender shall be valid for a period of 24 months. However, the contract may be extended on mutual consent for another one year on the same rates, terms and conditions, if needed.
17. That the payment shall be made through ECS/RTGS after stock entry of the items in the Medical Store of the Institute and necessary verification of the bill and recoveries, if any, in respect of penalty/damages/losses, etc.
18. No payment shall be made in respect of rejected items and the same should be removed/replaced immediately by your firm within a week from the date of rejection/intimation at your own cost failing which the items will be disposed off by IHBAS at the risk and responsibility of your firm without any further notice/information. The supplier will have no claim on any account in this regard.
19. The delivery challan must be submitted in triplicate by the supplier to the Medical Store.

*14/8/2024*



20. Tender Item Serial No. along with the name of items and Supply Order No. should be clearly mentioned on the bill/invoice.
21. The bill in triplicate should be submitted along with bank details.
22. All other terms and conditions of the tender for Medicines/Drugs will form the part of this rate contract.
23. The legal jurisdiction for all disputes arising out of the tender/contract shall be Delhi Courts only.

For M/s \_\_\_\_\_

For and on behalf of the Director,  
IHBAS

Authorized Signatory with date

\_\_\_\_\_  
(Name in capital letters)

Designation. \_\_\_\_\_

Office Seal

Authorized Signatory with date

\_\_\_\_\_  
(Name in capital letters)

Designation. \_\_\_\_\_

Office Seal

*Manoj*  
*14/8/2024*

List of items approved under Rate Contract against Tender No.14/21/PS(M)/IHBAS/2022 (Tender ID No. 2024 IHBAS 255589 1) for Procurement of Medicines/Drugs

M/s Mesmer Pharmaceuticals

S. No.	Tender S. No.	Name of Item and Description	Unit	Pack Size	Indian/ Imported	Name of the Principal Firm	Rate without GST
1	item55	Clozapine 25 mg	Tab	10's	Indian	Mesmer Pharmaceuticals	0.749
2	item117	Lacosamide 200 mg	Tab	10's	Indian	Mesmer Pharmaceuticals	10.589
3	item204	Risperidone 0.5 mg	Tab	10's	Indian	Mesmer Pharmaceuticals	0.729

**OIC Purchase (Medical)**

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