

## Contract | अनुबंध



Contract No | अनुबंध क्रमांक: GEMC-511687789695361

Contract Generated Date | अनुबंध तिथि: 23-Nov-2023

Bid/RA/PBP No. | बोली/आरए/पीबीपी संख्या: [GEM/2023/B/4183513](#)

Schedule Name | अनुसूची नाम: Schedule 3

<b>Organisation Details   संगठन विवरण</b> Type   प्ररूप : State Government Ministry   मंत्रालय : - Department   विभाग : Health and Family Welfare Department Delhi Organisation Name   संगठन का नाम : N/A Office Zone   कार्यालय क्षेत्र: Ambedkar Nagar Hospital Dakshin Puri Delhi 110062		<b>Buyer Details   खरीदार विवरण</b> Designation   पद : Purchase Officer Contact No.   संपर्क नंबर : -9555226800- Email ID   ईमेल आईडी : preeti.prabhakar23@gov.in GSTIN   जीएसटीआईएन : - Address   पता : AMBEDKAR NAGAR HOSPITAL, DAKSHIN PURI, NEW DELHI, SOUTH EAST DELHI, DELHI-110062, India	
<b>Financial Approval Detail   वित्तीय स्वीकृति विवरण</b> IFD Concurrence   आईएफडी सहमति: Yes Designation of Administrative Approval   MD ANH प्रशासनिक अनुमोदन का पदनाम: MD ANH Designation of Financial Approval   MD ANH वित्तीय अनुमोदन का पदनाम : MD ANH		<b>Paying Authority Details   भुगतान प्राधिकरण विवरण</b> Role: PAO Payment Mode   Offline भुगतान का तरीका: AAO Designation   पद : AAO Email ID   ईमेल आईडी : ddo4.hfwdd.dl@gembuyer.in GSTIN   जीएसटीआईएन : - Address   पता: AMBEDKAR NAGAR HOSPITAL, DAKSHIN PURI, NEW DELHI, South Delhi, DELHI-110062, India	
<b>Consignee Details   परेषिती विवरण</b>			
S.No   क्र.सं.	Consignee Name & Address   परेषिती नाम & पता		Service Description   सेवा विवरण
1	Contact   संपर्क : 011-26052014- Email ID   ईमेल आईडी : drsanjay.1975@delhi.gov.in GSTIN   जीएसटीआईएन : - Address   पता : AMBEDKAR NAGAR HOSPITAL, DAKSHIN PURI, NEW DELHI, SOUTH EAST DELHI, DELHI-110062, India		Local Chemist Empanelment Service
<b>Service Provider Details   सेवा प्रदाता विवरण</b> GeM Seller ID   जेम विक्रेता आईडी : 76DA180000446970 Company Name   कंपनी का नाम : GROWWIN PHARMAA Contact No.   संपर्क नंबर : 09810097787 Email ID   ईमेल आईडी : growwinpharmaa09@gmail.com Address   पता : 9403, First Floor, Labrary Road, Azad Market, Central Delhi, DELHI-110006, - MSME Registration number   एमएसएमई पंजीकरण संख्या : UDYAM-DL-01-0011635 MSE Social Category   एमएसई सामाजिक श्रेणी : General MSE Gender   एमएसई लिंग श्रेणी : Female GSTIN   जीएसटीआईएन: 07ADYPY2540G1ZY			
*GST / Tax invoice to be raised in the name of   जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा - Buyer			
<b>Service Details   सेवा विवरण</b>			
Service Start Date (latest by)   सेवा प्रारंभ दिनांक (नवीनतम) : 01-Dec-2023		Service End Date   सेवा समाप्ति तिथि: 30-Nov-2024	
Category Name   श्रेणी नाम : Local Chemist Empanelment Service			
Billing Cycle   बिलिंग चक्र : monthly			
Description   विवरण		Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	Discount on MRP (in Percentage)
Distance from Buyer/Consignee Location	10	1,500,000	51.450
Medicine Type	Surgical Consumable Items		
Total Amount (Formula)   कुल राशि (सूत्र) : ( (Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification - (Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification * Discount on MRP (in Percentage) / 100) )			
Total Value without Addons   ऐडऑन के बिना कुल मूल्य (INR)			728250
Total Addon Value   कुल ऐडऑन मूल्य (INR)			0
Total Value Including Addons   ऐडऑन सहित कुल मूल्य (INR)			728250

## Amount of Contract | अनुबंध की राशि

Total Contract Value Including All Duties and Taxes | सभी शुल्क और करों सहित कुल अनुबंध मूल्य (INR)

728250

## SLA Details | एसएलए विवरण

### SLA FOR EMPANELMENT OF LOCAL CHEMIST

#### Preamble

- All Empanelment of Local Chemist contracts placed through GeM shall be governed by the following set of Terms and Conditions:
  - General terms and conditions for Goods and Services.
  - Service STC contained in this document
  - BID / Reverse Auction specific ATC (additional term & conditions)
- The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions.
- This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, Stakeholder's obligation and terms and conditions of all services covered as mutually understood by the stakeholders.

#### Objectives and Goal

The objective of this agreement is to ensure that all the contractual terms and conditions are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:

- Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
- Present a clear, concise and measurable description of services offered to the buyer
- Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
- To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons mentioned in ATC, STC & GTC.

The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

#### Stakeholders

The main stakeholders associated with this agreement are:

- Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
- Service Provider:** Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, supplier/bidder/contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the agreement.

#### Service Scope

- The empanelled chemist will day to day/emergency supply the drugs/medicines, dressings and surgical consumables at the agreed "Discount on MRP (%)" in the stipulated time against the indents issued by the buyer to store to which the chemist is attached.

#### Terms and Conditions

##### Buyer's Obligations

- The buyer, through the process of bid scrutiny and bid evaluation will determine to its satisfaction whether the Service Provider, whose bid has been determined as successful evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule of requirement, then, such determination will be made separately for each schedule.
- Buyer shall depute one team member for smooth coordination with the service provider.
- Buyer shall communicate their requirement such as day to day/emergency drugs/medicine, dressings and surgical consumables and intimate the Service Provider in timely manner.
- Buyer shall ensure to clear the invoices raised by the service provider and timely payments be made as per the terms and conditions of the contract.

##### Service Provider Obligations

- The Service Provider is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of bid.
- The Service Provider shall not sublet transfer or assign the contract or any part thereof without the written permission of the buyer. In the event of the Service Provider contravening this condition, the buyer shall be entitled to place the contract elsewhere on the contractor's account at his own risk and the service provider shall be liable for any loss or damage which the buyer, may sustain in consequence or arising out of such replacing of the contract.
- The Service Provider shall always maintain sufficient stock of the standard quality of medicines to avoid inconvenience to Buyer.
- The Service Provider shall indicate Batch number, Name of manufacturer and Expiry date on indents at the time of supply.
- The empanelled chemist shall supply the drugs, dressings and surgical consumables at the agreed "Discount on MRP (%)" in the stipulated time against the indents issued by the hospital/medical establishment/store to which the chemist is attached.
- The Service Provider should be Registered under Shops and Establishment Act/ Indian Partnership Act 1932 / Companies Act 1956.
- All mandatory licenses shall be valid during the contract period.
- The Service Provider must hold a valid license issued by Drug Controller Authority of the State for running the chemist shop/establishment. The successful Service Provider will further ensure that their Licenses remain valid till the end of the contract period.
- All Provision of Drug & Cosmetic act 1940 as amended till date and rules made there under will always be applicable on service provider.
- The Service Provider should have Non-conviction Certificate from the State Drug Controller and must be complied by the service provider as specified by buyer. The Non-Conviction Certificate should be dated not more than 6 months prior to date of publishing of Bid.
- Life Period: The shelf life of drugs/items supplied should not have passed more than half of shelf life from the date of manufacturing at the time of supply.
- Packing: The packaging should be done in compliance with legal metrology act and/ or legal compliances required, giving such legible details like expiry. date of manufacture, manufacturer details, batch No. Etc. Supplies are required to be made in original packing of manufacturer and in only available packing at recommended temperature range (cold chain to be maintained in transit), for the total quantity demanded for any particular medicine/drugs, on any particular day.
- Delivery of supplies: Date and time for delivery of stores shall be deemed as the essence of this contract and must be complied by the service provider as specified by buyer. If there be delay or refusal by local chemist(s), in which case the hospital can make alternative procurement at risk and expenses of the empanelled chemist(s) which means the purchase will be done from the chemist available in open market and the excess money paid will be deducted from the bills of chemist(s) empanelled.
- Quality of Medicines/drugs, dressings and surgical consumables: The medicines/drugs, dressings and surgical consumables to be supplied will be of standard quality and must be complied by the service provider as specified by buyer. In case, it is found that any medicine/drugs have expired, or is sub-standard or spurious supplied by

service provider, buyer shall also have the right to take appropriate legal actions. If for any unavoidable reasons beyond control, it is not possible for service provider to immediately supply the medicines and the hospital is compelled to procure the same from other service provider (Local Chemist), extra expenditure on this account will be recovered from subsequent bill(s)/performance security deposit.

#### Payment Schedule/ Payment Condition

- The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
- No advance payment shall be made to the Service Provider.
- The price quoted shall cover all aspects of service delivery. The payment to the Service Provider will be made on monthly or quarterly basis, depending upon the actual duration of the services rendered as per order.
- Any violation of contractual obligations by the Service Provider/employee shall attract penalties as mentioned against each obligation. The Service Provider confirms and agrees that penalty whenever becomes payable, the same shall be deducted by the Buyer department from the payments due to the Service Provider.
- All applicable taxes and duties shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same. The Service Provider shall pay the GST and the price quoted should be inclusive.
- The cost of the Contract shall be valid for initial contract period. No price escalation shall be entertained by the Buyer during the period.

#### Payment Cycle

- Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
- The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook, and service feedback.

#### Payment Process

- Payment shall be made only after submission of invoices, logbook, service feedback, non-submission of the same may lead to delay/ deduction in payment.
- All the penalties/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.

#### Penalties and Termination

- The percentage of supply of drugs/medicine, dressings and surgical consumables, as mentioned by Buyer in bid document (ATC) should be adhered by service provider.
- The maximum cumulative penalty on all the occasions put together shall not exceed 10% of the contract value and exceeding the limit is liable for termination of the contract.

S.No	Description	Penalty
1	In case of non-supply as per buyer requirement	0.5 % of billed amount imposed for each of such incidence
2	Delayed Supply as per buyer requirement	0.5 % of billed amount imposed for each of such incidence
3	Partial delivery as per buyer requirement	0.5 % of billed amount imposed for each of such incidence
4	Brand substitution without prior approval	0.5 % of billed amount imposed for each of such incidence
5	Cumulative Penalty	Cumulative Penalty cannot exceed more than 10% of the total contract value for individual (faulty) device.

- In case of non-delivery/partial delivery/delayed delivery/ sub-standard or spurious medicines/drugs, dressings and surgical consumables, buyer specific penalty will supersede mentioned in bid document/ATC and will be implicated on the service provider.

#### Logbook

- The service provider shall maintain registers and checklists for each activity on a Job Card, duly signed by the buyer's representative. Service provider shall also submit a duly signed comprehensive report every month, detailing the services performed during the month.
- The service provider shall thereafter update the logbook on the GeM portal as per the logbook process flow.
- Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time limit. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties. Failure to take action on logbook entries updated by service provider shall be deemed as accepted.
- The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribed timelines of such rejection with the designated representative of the Buyer.

#### Amendment of Contract

- During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-
- **Amendment in statutory variations:** All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- **Variation of the Contract as per both parties' consent:** Variation of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. The variation in the contract can be through the following; however, the variation put together shall not reduce or exceed 25% of contract value

#### Termination of Contract

The Agreement shall come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. **Mutual consent:** The contract may be terminated based on mutual consent in case the services are no longer required by the Buyer. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
2. **Breach of contractual obligations:** Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice

requiring it to do so.

3. **Breach of SLAs** : The contract may also be terminated if i)the cumulative penalties rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.
- However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Additional Required Data/Document(s) : Buyer | अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार

1. Scope of Work : [click here](#)
2. Payment Terms : [click here](#)
3. Additional SLA : [click here](#)
4. Delivery Terms (Delivery Schedule) : [click here](#)
5. Financial Breakup Format : [click here](#)

ePBG Detail | ईपीबीजी विवरण

Advisory Bank   सलाहकार बैंक :	NA
ePBG Percentage(%)   ईपीबीजी प्रतिशत (%) :	NA

Terms and Conditions | नियम और शर्तें

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 *Generic*

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Provisions for workmen compensation, insurance, public liability, property damage, insurance etc. to be ensured by the contractor. Also, safety measures prescribed for working in Extra High Voltage & use of personnel protective equipment must be adhered to.

2.3 *Buyer Added Bid Specific SLA:*

Text Clause(s)

3% OF BID VALUE PERFORMANCE BANK GUARANTEE IN FORM OF ACCOUNT PAYEE DEMAND DRAFT FROM A COMMERCIAL BANK REQUIRED FROM SELECTED BIDDER (L1)

Note: This is system generated file. No signature is required.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।