

### **DELIVERY:**

1. The time and the date of delivery of stores stipulated in the supply order shall be deemed to be the essence of the contract and **delivery must be completed within 30 days (90 days for imported items)** from actual date of despatch either by post, by hand, e-mail, Fax etc whichever is earlier. The date of despatch shall be excluded from the calculated 30/90 days. If the last date of delivery of goods happens to be a holiday or declared as a holiday, the next working day shall be the last day for delivery of goods.
2. **Extension in delivery Period:** - Tenderer can seek extension of delivery period explaining the reasons for the delay. The extension of delivery period may be granted by the Competent Authority, if demand still exists. Delivery period can be extended **without penalty upto two weeks** while further extension of date of delivery will be admissible only with delayed supply penalty as applicable. Maximum delay admissible is only 90 days after which supply order may be cancelled without any further reference and action as deemed fit may be initiated against the tenderer.
3. Stores shall be supplied in proper packing and marking for transit so as to be received at destination free from any loss or damage. Each item of the stores shall be marked with the words in CAPITAL AND BOLD LETTERS 'NOT FOR SALE – FOR SUPPLY TO GOVT.OF NCT OF DELHI / Dr BSA HOSPITAL' in red coloured indelible ink.
4. Stores should be **accompanied with the batch wise authentic test reports** (if applicable) from Govt. / Govt Approved Labs of repute. However the hospital has the right to send the sample(s) from the consignment received for testing. If the product is found not of standard quality, the total cost of the test will be recovered from the supplier. The supplier will have to replace the entire consignment irrespective of the fact that part of the stores supplied may have been consumed. All rejected store shall in any event remain and will always be at the risk of the supplier.
5. **SHELF-LIFE PERIOD**
  - a) The bidder should also indicate the shelf life of stores offered by them at the time of supply of stores. They should also note that ordinarily the stores supplied shall not have passed more than 1/4<sup>th</sup> of their useful life from the date of manufacture. Loss or premature deterioration due to biological and or other factors during life span of accepted stores shall have to be made good by the contractor free of cost on receipt of communication from the Hospital in this regard.
  - b) In case replacement is not possible, for any reason, any amount equivalent to the value of unconsumed stores will either be remitted to the hospital or will be deducted from the pending/future bills/EMD/Security Deposits.
6. **Partial Supplies:-** Full supplies of a particular item have to be made in one go as per the quantity mentioned in the supply order. However supplies can be accepted in parts only on the sole and discretionary approval of the competent authority.

### **PENALTIES:-**

1. If the successful tenderers fails to execute the agreement and/ or fails to deposit the required security within the time specified or withdraws his tender after the intimation of acceptance of this tender has been sent to him or owing to any other reason or he is unable to undertake the contract, his contract will be cancelled and the earnest money deposited by him along with his tender shall stand forfeited to the Govt. Of N.C.T of Delhi by reasons of breach, such as failure to supply/delayed

supply, including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the article concerned. Such damages shall be assessed by the Medical Superintendent whose decision shall be final in the manner.

2. **For Delayed Supply** - A penalty of **2% of value of order for every delayed week or part of a week subject to maximum of 10% will be imposed.**
3. **For non supply – EMD will be forfeited.**
4. **Risk Purchase** - In case of any of drug(s)/item(s) being rejected or not supplied within the stipulated time, the Hospital shall be at liberty to procure the same from the open market at the risk and expenses of the supplier and the supplier shall upon demand, pay to the Hospital all such extra charges and expenses as may be incurred or sustained in procuring and testing the same.
5. Non performance of contract provisions shall disqualify / debar the tenderer for participating in the future tenders of the Hospital.

### **PAYMENTS**

The payment will be made on receipt of complete stores and after due inspection, installation and acceptance of the stores. No advance payment will be made. The Bill(s) must be verified by the MOI/C of concerned store/stores. Penalty, if any shall be deducted before payments.

### **GENERAL TERMS AND CONDITIONS**

1. **The tenderer firm should be at least three years old.**
2. The tenderer firm should not have been blacklisted / debarred in the past by any Government / Private Institution.
3. All documents submitted physically or uploaded as scanned copies must be self attested, legible and numbered.
4. **Earnest Money Deposit (EMD):**
  - a. **Amount of EMD:** EMD is Rs 20,000.
  - b. **Exemption of EMD:** Firms registered with Central Purchase Organizations or the Concerned Authority or Department or NSIC (National Small Industries Corporation) are exempted from submission of E.M.D under rules. However, they have to attach scanned copy of a valid NSIC Exemption certificate, documentary proof for claiming exemption along with the Tender. Exemption of EMD is also applicable to Govt. of India/State Government Departments and Public Sector Undertakings (Central/ State).
  - c. EMD is refundable to the unsuccessful bidders after the award of tender.
  - d. EMD is liable to be forfeited if the tenderer withdraws or awards to another tenderer or impairs or derogates the bid in any respect within the validity

- period of Tenders. It will also be forfeited if successful tenderer fails to execute contract agreement and deposit performance security.
- e. EMD of the successful tenderers will be kept as partial security deposit against the tender, which will be released two months after the successful completion of all contractual obligations and Codal formalities on receiving the written request of the tenderer/tenderer.
5. **Undertakings** as per Annexure-I and Annexure-II are to be executed on non judicial stamp paper of Rs. 100/- duly attested by notary public.
  6. **Performance Certificate –**
    - a. The Performance Certificate should be issued by the office of the Medical Superintendent of any Govt. Hospital to testify the proper dealing & performance as well as installation and maintenance of the equipment.
    - b. Certificate issued by Govt. agencies like DHS, CGHS, DGHS will also be considered valid.
    - c. Bidders, whose specific products / items under a particular group are already in use of this hospital (BSAH), there shall be no need for a performance certificate, provided there have been no complaints against the particular item during its past use and full quantities of the items have been supplied within the stipulated period. The bidder must also upload a document such as supply order stating that the item is already being used / supplied in this hospital.
  7. The **original copies of first three documents** i.e. EMD, Undertaking and criminal liability undertaking shall be submitted in physical form in Purchase section of Dr. BSA Hospital before due date and time as mentioned in the tender notice.
  8. **The Drugs / items in CPA supply are under revision and any drug / item in the CPA supply at any given time will be purchased by the hospital only if it is not supplied through CPA.**
  9. After finalization of the tender the tenderer / tenderer must remove the samples of unapproved items within 15 days, failing which the items will be disposed off without further reference to the tenderer.
  10. Approved samples will be kept in the store concerned till the completion of all the contractual obligations.
  11. **Security deposit: -**
    - a. EMD of the successful tenderers will be kept as the partial security deposit against the tender, which will be released two months after the successful completion of all Contractual obligations and after completion of all Codal formalities on receiving the written request of the tenderer/tenderer. Additional Security deposit will be taken if the supply order is of such an amount that the existing security deposit is less than 5% of the same.
    - b. The security deposit should be in the form of FDR only.
    - c. The security deposit is liable to be forfeited if the tenderer withdraws or awards to another tenderer or impairs or derogates the bid in any respect within the validity period of Tenders.
    - d. The security deposit is also liable to be forfeited if the tenderer fails to provide the warranty / AMC as mentioned in the tender document.
  12. **Force Majeure:** Any failure of omission or commission to carry out the provisions of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricanes, any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts, strikes, riots, embargos or from any political or other

reasons beyond the suppliers control including war (whether declared or not), Civil war or state of insurrection, provided that notice of the occurrence by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force majeure conditions

13. **Saving Clause:-**No suit, prosecution or any legal proceedings shall lie against GNCTD or any person for anything that is done in good faith or intended to be done in pursuance of tender.
14. **Fall Clause :** If any time during the execution of the contract, the controlled price becomes lower or the contractor reduces the sale price or sells or offers to sell such stores, as are covered under the contract, to any person / organization including the purchase or any department of Central government or any department of the National Capital Territory of Delhi at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
15. The tenderer shall indemnify hold harmless and defend, at its own expense, the Hospital/Government, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Tenderer, or the Tenderer's employees, agents, servants etc. in the performance of this Agreement. This provision shall extend inter alia, to claims and liability in the nature of workmen's compensation product liability and tort.
16. In case of any dispute or difference, the award of the Arbitrator appointed by Lt. Governor of Delhi will be final and binding on the parties and subject to the foregoing provision regarding arbitrations, the court at Delhi shall only have the jurisdiction over the same.
17. **Laws governing the contract:** The courts of Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract

MEDICAL SUPERINTENDENT  
DR.BABA SAHEB AMBEDKAR HOSPITAL  
GOVT. OF NCT OF DELHI