

# Invitation to Tender

**"Through CPP Portal"**

**GOVERNMENT OF INDIA  
CABINET SECRETARIAT  
(Special Protection Group)**

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**Tender No.14/18/12/44/2020/Prov-23325/3921 Dated, the 19<sup>th</sup> June 2020**

Director, Special Protection Group, on behalf of President of India, invites e-procurement tender under two-bid system (Technical & Commercial Bid) for procurement of Non-VMS medicine for SPG, Dispensary through rate contract from local chemist having minimum pre-qualification criteria set out in the tender document.


**Important Tender Details.**

1.	Earnest Money Deposit (EMD)	<b>Rs. 2,50,000/-</b>
2.	Date from which tender documents can be downloaded.	<b>20/06/2020 (1000 hrs)</b>
3.	Date and venue of pre bid conference <b>(Through Video Conferencing)</b>	<b>30/06/2020(1600 hrs)</b>
4.	Last date of downloading tender documents	<b>12/07/2020 (1500 hrs)</b>
5.	Last date and time for uploading bids	<b>13/07/2020 (1700 hrs)</b>
6.	Date and time for opening of tender/technical bid	<b>14/07/2020(1600 hrs)</b>
7.	Address of communication	<b>Asstt. Inspector General (Prov) Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077. Tel - 011-25090554 &amp; Fax – 011-25090682</b>

**3. All prospective vendors may provide list of their suggestions/or seek clarifications through email along with their details (email ID/gmail, mobile numbers etc) for providing access to Video conferencing. The suggestions and requisite details of prospective vendors must reach at this office two days before from the date of pre-bid meeting at following email address; [aigprovision.spg@nic.in](mailto:aigprovision.spg@nic.in).**

**2. The complete tender document is available on the website [www.spg.nic.in](http://www.spg.nic.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). Interested bidders may visit above websites and download the tender documents. Tender documents will not be issued manually.**

**3. If you are in a position to quote for the supply of these stores, please complete the information called for as per tender documents and submit along with your quotation through e-procurement site <http://eprocure.gov.in>. Incomplete tender enquiry is liable to be ignored/rejected.**

  
**(A.V.S. Kalyar)**  
**Asstt. Inspector General (Prov)**

## Section -I

### 1. SCOPE OF WORK

The empanelled chemist to be known as Authorized local chemist (ALC) will supply the medicines/drugs at the agreed uniform rate of discount on MRP (inclusive of all taxes) in the stipulated time against the indents issued by the CMO, SPG Dispensary to which the chemist is attached.

### 2. ELIGIBILITY/PRE-QUALIFICATION CRITERIA

2.1 The chemist shop should be in existence continuously for at least last two financial years (2017-18 and 2018-19). (copy of licenses held for last two years have to be scanned and uploaded on the e-tender module).

2.2 The vendor should have past experience of two years of supplying medicines worth 1 crore per year to any Government Hospital/PSU in Delhi/NCR.

2.3 The chemist shop/establishment should be situated in New Delhi/NCR.

2.4 In case more than one bidder offers HIGHEST discount, a Tie breaker will be used. Then tools for reverse bidding method (giving a chance to submit revised financial bid) opted and again after tie breaker, award the contract equally among successful bidders.

2.5 The bidder should have an average annual turnover of at least **Rs. 01 crore** during the preceding two financial years i.e 2017-18 & 2018-19. In this regard, copies of relevant annual account (**audited balance sheet and profit-loss account only**) duly authenticated by Chartered Accountant/ Cost Accountant should be uploaded.

2.5.1 Chemist/Commercial Establishments having multiple outlets & whose turnover is clubbed for accounting purpose will be allowed to participate in the tender. Their turnover will be taking as combined for all the outlets and not shop/retail outlet wise.

2.6 The chemist must hold a valid license issued by Drug Controller Authority of the State for running the chemist shop namely Form 20 & 21 and 21-C(for continuance of retail i.e. Form 20 and 21 if required), under the Provision of Drugs and cosmetics Act 1940 and subsequent amendments as on the date of submission of Bid and also on the date of Bid opening. The successful Bidder will further ensure that their Licenses remain valid till the end of the contract period. (All the relevant documents have to be scanned and uploaded onto the e-tendering website while submitting the tender).

In case the bidder has applied for renewal of his Drug License within last 1 month of expiry of any of his Licenses, copy of receipt of renewal application with State Drug Licensing authority needs to be uploaded.

2.7 The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules against him and he should submit Non-conviction certificate from the State Drug controller or any other officer in the city delegated the powers by it to sign the Drug Licences & Non-conviction

certificate. No other document including an affidavit/undertaking will be considered for this purpose.

2.8 A copy of the latest GST deposit challan of the bidder should be available. A copy of the same to be scanned and uploaded with bid document.

2.9 All documents should be submitted online only.

### **3. PRE BID MEETING**

3.1 A pre-bid meeting open to all prospective bidders will be held as per bidding Schedule at Conference Hall, SPG Complex, Sec-8 Dwarka, New Delhi, or via video conferencing wherein the prospective bidders will have an opportunity to obtain further information and clarifications regarding work and the tender terms & conditions.

3.2 The prospective bidders are free to ask for any additional information and seek clarifications concerning the work either in writing or orally. The clarifications given will be common and applicable to all. No individual correspondence shall be entertained by SPG thereafter with the prospective bidders/their representatives.

### **4. BIDDING PROCEDURE, SIGNING AND SUBMISSION OF BIDS.**

4.1 The bidder must submit his e-bid in two parts as mentioned below:

#### **Part-1:- Called "Technical Bid" containing:-**

**(A) Earnest Money Deposit (EMD):** The Bidders have to deposit an amount of **Rs. 2,50,000/-** in the form of Demand Draft/Fixed Deposit Receipts/Bankers Cheque/Bank Guarantee drawn in favour of **"Director of Accounts Cabinet Secretariat, Spl Wing, SPG"** payable at New Delhi, towards the EMD along with the tender. Earnest Money should reach to O/o AIG (Prov), SPG on or before end of date of e-bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money documents along with their e-tender. EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The EMD of the successful bidder will be forfeited if it fails to execute the contract or fails to submit requisite performance security deposit with prescribed time limit given in TE/AT. The EMD of the unsuccessful bidders will be returned after finalization of the tender. The EMD will not carry any interest. The tenders without accompanying the EMD amount will be summarily rejected. Firms who are registered with NSIC/MSME or Startups recognized by DIPP for similar nature of stores for which they are registered, are exempted from payment of EMD. Such tenderer must submit a copy of registration with the NSIC/MSME/ Startup recognition from DIPP with e-bid.

**(B) Documents establishing Bidders eligibility (Technical Bid):** The following documents should first be self attested by the authorized signatory of the bidder and then should be scanned and uploaded while submitting the E-tender as mentioned below.

- i) Scanned copy of EMD/ Demand Draft @ Rs. 2.5 Lakh.
- ii) duly signed scanned copies of each of the valid licenses for the last two years and each of valid license held by the bidder as on the date of submission of Bid in specified forms (Form 20, 21 and 21-C where applicable) issued by the Drug control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidders



will ensure that their licence remain valid on the date of bid opening and till the end of the contract period.

- iii) Scanned copy of Declaration of bidder as per Annexure-C duly signed and should be uploaded.
- iv) Scanned Copies of the relevant deeds e.g. Proprietorship/Partnership Deed or as per clause 4.2 (b) i, ii, iii, of the tender document.
- v) Scanned copy of latest GST deposit challan.
- vi) Scanned copy of Non conviction certificate from State Drugs Controller or any other officer in the city delegated the powers by it to sign the Drug licenses & Non conviction certificate.
- vii) Scanned copies of the audited balance sheets for the last 02 years i.e. 2017-18 and 2018-19 to establish the turnover of the bidder.
- viii) Scanned copy of PAN card of proprietor or the firm as the case may be.
- ix) Scanned copy of an undertaking to the effect that "the Bidder has gone through all the terms & conditions of the Tender document & the same are acceptable to the bidder".
- x) Scanned copy of affidavit stating that the contract of the bidder, if empanelled earlier with any agency/office, was not terminated.

**Part-2:- Called "Commercial Bid" which shall contain:-**

(A) Main Price Bid to be uploaded in (.xls Form). Cost of stores may be quoted as per **annexure-II** under commercial bid.

**NB: Bids quoting less than 20% discount on MRP (inclusive of all taxes) shall not be considered.**

**4.2**

- a) The Bid is liable to be rejected, if the requisite information/documents have not been furnished as asked for in Clause- 4.1(B)
- b) Individual signing the Bid and other documents must specify whether s/he signs as:
  - i) A sole proprietor of the firm, or constituted attorney of such proprietor.
  - ii) A partner of the firm, if it is a partnership firm and in this case he must have a clear legal authority to sign, answer and admit to refer disputes to arbitration.
  - iii) Constituted Attorney/ Authorized Signatory, if it is a company.

**Note:**

1. In case of (ii) above a copy of the Partnership deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and the General Power of Attorney be uploaded.
2. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.

A person signing the Bid form or any documents forming part of the bid on behalf of another, shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, SPG, without prejudice to other Civil and Criminal remedies can cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

**4.3 PERIOD OF VALIDITY OF BIDS.**

The Bids shall be valid for acceptance for 180 days after the date of bid opening and shall be further extendable by another 30 days at the request of SPG.

#### **4.4 PERIOD OF CONTRACT.**

The contract shall initially be for a period of one year from the date of the signing of contract which may extended to next two years (1+1) on mutual consent basis on same term and conditions of the contract, strictly on the basis of satisfactory performance, at the sole discretion of SPG.

#### **4.5 RIGHT TO ACCEPT/REJECT ANY BID.**

The Director, SPG reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the SPG action.

The Director, SPG doesn't pledge himself to accept the highest discount offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall supply the medicines at the rates quoted.

#### **4.6 PERFORMANCE SECURITY GUARANTEE.**

The successful bidder will have to furnish a Performance security for an amount of Rs. 8.5 Lakhs in the form of either a Bank Guarantee, valid for 2 months beyond the term of the contract (i.e. 14 months), issued by a scheduled bank as per format at Annexure-A in favouring "The Director General of Accounts, Cabinet Secretariat (Special Wing) SPG, Room No. 1001, 10<sup>th</sup> Floor, B-1 wing Pandit Deendayal Antyodaya Bhawan, CGO Complex, New Delhi. No claim shall be made against Government of India/SPG in respect of interest accrued, if any, due on the performance security deposit.

In case of extension of contract, the performance Guarantee should be renewed to ensure that it remain valid up to two months beyond the validity of extended contract period. The Bidder should ensure validity of Performance Security for extended period.

#### **4.7 CORRUPT OR FRAUDULENT PRACTICES.**

i) SPG REQUIRES THAT THE Bidders observe the highest standards of ethics and conduct during the tender process and afterwards during the execution of such contract.

ii) In pursuance of this policy, the terms and conditions are set fourth as follows:

a) "Corrupt practice" means misrepresentation of facts in order to influence the tender process or execution of a contract to the detriment of SPG and includes collusive practice among bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive SPG of the benefits of free and fair competition;

b) "Fraudulent practice" means misrepresentation of facts in order to influence the

tender process or execution of a contract to the detriment of SPG, and includes collusive practice amongst Bidders (prior or after bid submission designed to establish bid prices at artificial non-competitive levels and to deprive SPG of the benefits of free and fair competition;

iii) SPG will reject a proposal for award of contract, if it determines that the bidder recommended for award has engaged himself in corrupt or fraudulent practices while competing for the contract in question;

iv) SPG will declare a firm ineligible, either indefinitely or for a specified period of time, for award of the contract if at any time it determines that the firm was engaged in corrupt and fraudulent practices while competing for or in executing the contract.

#### **4.8 FORFEITURE**

The Earnest money may be forfeited if a Bidder withdraws its tender during the period of bid validity or in case of a successful Bidder, if the Bidder fails;

- i) To sign the contract in accordance with the terms and conditions, and
- ii) To furnish performance Security as specified in the terms and conditions.

#### **6. SUBMISSION OF BIDS.**

The bidders will submit all the bid documents only through CPP Portal.

6.1 Online bids (complete in all respect) must be uploaded on <http://eprocure.gov.in/e-procure/app>.

6.2 In case, the day of bid submission is declared Holiday by Govt. of India, the next working day will be treated as day for submission of bids. There will be no change in the timing.

6.3 Bids NOT submitted as per the specified format and nomenclature will be outrightly rejected.

6.4 Ambiguous bids will be outrightly rejected.

6.5 The offers submitted by telegram/Fax/e-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.

#### **7. PRICING**

The bidder should quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (Inclusive of all taxes) printed on the strip/Bottle/unit packed, in respect of all items of supplies to be made under the Contract. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract.

#### **8. INSPECTION OF BIDDERS PREMISES.**

If the Technical Bid on the basis of the documents mentioned in this section appears to be in fulfillment of eligibility, the premises of bidders will be inspected by a team of officers led by an officer not below the rank of MO/ CMO for

- a) Physical verification of the location of the shop.
- b) verification of original documents of those uploaded earlier during the bid.
- c) Availability of proper cold-chain maintenance facilities and power backup systems.
- d) Presence of retail outlet.
- e) Assess availability of adequate stock of medicines and financial viability etc before



opening the commercial Bid.

In case, the team is not satisfied with the veracity of the claims of the bidder, he will be declared ineligible for participation in the further processes and his commercial Bid will not be opened.

#### **9. OPENING OF BIDS.**

Bids shall be opened online through the e-tender portal <http://www.eprocure.gov.in/eprocure/app>

9.1 Online bids (Complete in all respect) received along with Demand Draft of EMD (Physically) will be opened. Bid received without EMD will be rejected straight way.

9.2 Technical bid of only those bidders, who are found eligible as per eligibility criteria, will be evaluated afterwards.

9.3 Financial bids of only those bidders, whose bids are found technically qualified by the Technical Evaluation Committee, will be opened subsequently for further evaluation.

#### **10. MISCELLANEOUS.**

10.1 The Director, SPG reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more eligible chemist.

10.2 Appointed chemist shall attend the meetings fixed by SPG as and when called for.

10.3 Those chemists, whose contracts had been terminated by any office/agency during the last three years on charges of substitution of medicines, over-charging, non-adherence to the terms and conditions of contract, etc. shall not be considered for empanelment as authorised local chemist under SPG. An affidavit that the contract of the bidder (in case the bidder was earlier empaneled) was not terminated by any office/agency in the preceding three years shall be submitted.

10.4 The successful Bidder's Earnest Money will be discharged upon the Bidder executing the contract and furnishing the performance security. Unsuccessful Bidder's Earnest Money will be discharged/returned within 30 days after the expiration of the period of tender offer validity prescribed by the SPG.

#### **11. EXIT CLAUSE.**

The contract of authorized local chemist may be terminated by any of the parties to the contract, after serving a prior notice of at least three months, the notice period shall after receipt of the Notice by the other party.

#### **12. FALL CLAUSE.**

If any time during the execution of the contract, the controlled price becomes lower or the supplier reduces the sales price or sells or offers to sell such stores as covered under the contract to any person/organization at a price lower than the price chargeable under the contract, bidder shall forthwith notify such reduction or sale or offer of sale to SPG and

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 stand correspondingly reduced.

## **CONDITION OF CONTRACT**

### **SECTION-II**

#### **1. COLLECTION INDENT FOR SUPPLY.**

The Authorised Local chemist shall receive local purchase indent through mail or by post.

#### **2. DELIVERY OF SUPPLIES**

The delivery of supplies in full will be made within 07 days from the date of place of indent and in case of emergency on the same day(within 06 hrs) of placing of indent.

#### **3. NON SUBSTITUTION**

In case of indent for specific brand of medicines, the brand shall not be substituted.

#### **4. PACKED SUPPLIES**

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/drug on any particular day.

#### **5. LIFE PERIOD OF MEDICINES SUPPLIED**

Every medicine has its own shelf-life period mentioned on the liable of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.

#### **6. PRESENTATION OF BILLS.**

The authorised local chemist shall present the bill to respective supply with the supply of medicines. The bill should clearly indicate the details of the supplies such as name of the item, name of manufacturer, batch No., date of manufacture and expiry date, MRP, discount as per contract etc. and any other information required by SPG. The bill should be supported by the original indent. Incomplete bills not accompanied by any of the particulars mentioned above will not be entertained.

#### **7. PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED.**

Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

#### **8. PERFORMANCE SECURITY.**



The amount of performance security shall be liable to be forfeited if the medicines supplied by the Authorized local Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality. The Performance security is also liable to be forfeited if the authorized chemist:

- i) Fails to adhere to the terms of the contract or
- ii) Supplies any sub-standard, spurious drugs or substitutes medicines.
- iii) Delays supplies.
- iv) Over charges
- v) If the chemist is found engaged in corrupt and fraudulent practices including subcontracting.
- vi) the chemist should not stop the supplies of the medicines/drugs without giving 90 days prior notice.

**9. DEDUCTION FOR DELAY/DEFAULT**

9.1 In case of indent for specific brand of medicines, the same shall not be substituted. If any case is noticed during subsequent scrutiny after or before the payment, then supplier will be penalized Rs. 1000/- along with the cost of the specific brand of medicines for each such default.

9.2 the indented drugs shall be supplied in full within 07 days after placing the indent, at the premises of the SPG Dispensary, SPG Complex, Sec-08, Dwarka, New Delhi.

9.3 LD: If the Contractor fails to deliver the Stores within the prescribed Delivery Period, the Purchaser has the right to recover liquidated damage equivalent to 0.5% per week or part thereof of the indent value of delayed stores from the Contractor subject to a ceiling of 10% value of delayed supplies/services. However, no penalty will be levied for 'Not Available' items. Whether in item is not available (N.A.) in the city, the N.A. will have to be ascertained by the CMO, SPG or manufacturing firm.

**10. TERMINATION FOR DEFAULT.**

SPG may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part:

- a) If the bidder fails to provide any or all the services within the period(s) specified in the contract.
- b) If the bidder fails to perform any other obligation(s) under the Contract.
- c) If the bidder, in the judgement of the SPG has engaged in corrupt or fraudulent practices in competing for or in executing the Contract including sub-contracting.

**11. SUPPLY OF MEDICINES.**

11.1 Sufficient stock of standard quality of medicines at all times will have to be maintained by the chemist, to avoid inconvenience to the SPG.

11.2 In case of failure or refusal on chemist's part to supply the medicines to the purchaser within the time as provided in the relevant clauses of this Tender

document, the contract is liable to be terminated/cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the chemist. This will be in addition and without prejudice to the deduction in clauses 12 and 13.

11.3 The chemist will indicate batch number, name of manufacturer, date of expiry of drugs indented in the relevant columns of the indent sheet at the time of supplying the medicines/drugs to the SPG.

11.4 The medicine/drugs to be supplied shall be of standard quality. In case it is found that a drug/medicines is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's /firm will be liable to be debarred for a period of 3 years besides other legal action that may be initiated against them as per law. In case the supplier fails to supply indented drugs/medicines, SPG will be entitled to procure the same from other chemist and the supplier will be liable to reimburse in full the price paid by the SPG. However, the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.

12. **REPLACEMENT OF EXPIRED MEDICINE** In case some of medicines got expired for any reason, the ALC (Authorised Local chemist) shall replace them with new batch but such replacement not exceed 2% of supplied medicine in that Financial year.
13. **Force Majeure:** The bidder shall not be liable for forfeiture of its performance security, termination of contract, if and to the extent that its delay in performance or other failure to perform; obligations under the contract is the result of an event of Force Majeure. For purposes of this clause "*Force Majeure*" means an event beyond the control of the bidder and not involving the bidder's fault or negligence and not foreseeable. Such events may include but are not limited to, acts of God or of public enemy, acts of Government of India in their sovereign capacity, acts of war, fires, floods etc. If a Force Majeure situation arises, the bidder shall promptly notify SPG in writing of such conditions and the cause thereof within ten calendar days. Unless otherwise directed by purchaser in writing, the bidder shall continue to perform its obligations under the Contract so far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. In such a case, the time for performance shall be extended by a period(s) not less than the duration of such delay. If the duration of delay continues beyond a period of three months, purchaser and the vendor shall hold consultations with each other in an endeavour to find a solution to the problem. Notwithstanding the above, the decision of purchaser shall be final and binding on the vendor.
14. **INDEMNITY:** The bidder shall indemnify the SPG against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to the SPG in consequence to any action or

suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will abide by the job safety measures prevalent in India and will free the SPG from all demands or responsibilities arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to SPG and will not hold the SPG responsible or obligated. The SPG may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

15. **PAYMENT** : The authorized local chemist shall submit claims for payment of bills with supply of medicine. Payments of the bill presently will normally be arranged in 4 to 6 weeks from the date of presentation of the bill however, the authorized chemist shall make no claim from the Government of India (SPG) in respect of interest or damages in case the payment is delayed for any reasons. The payment will be made through cheque or ECS for which bidder should give requisite details of bank address, account No. etc.
16. **ARBITRATION**: In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions and in the event of there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the SPG/Cabinet Secretariat. The arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and the venue of the arbitration shall be at New Delhi. The award of the arbitrator shall be binding on both the parties. The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of arbitrator. Each party shall be responsible for its own costs and professional fees, if any.
17. **Pre-Delivery Inspection:-** Pre-delivery inspection before acceptance will be done at the place of delivery.
18. **FRANKING CLAUSE**
  - a) **Franking Clause in the case of Acceptance of Goods:-**

"The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the purchaser under the terms and conditions of the contract".
  - b) **Franking Clause in the case of Rejection of Goods:-**

"The fact the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the purchaser in any manner. The goods are being rejected without prejudice to the rights of the purchaser under the terms and conditions of the contract".
19. **Amendment of Tender Document:**



At any time up to the last date for receipt of bids, SPG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by an amendment and extend date of submission of bids. The amendment, if any, will be notified through CPP Portal.

20. **Non-Disclosure Condition:** The firm is required to furnish the following undertaking in original on its official stationery duly signed and stamped by an authorized signatory. This document should be supported by some documentary evidence in order to establish that the signatory has sufficient administrative and/or legal authority within the company to enforce this condition effectively

**I/We hereby assure and undertake that no part of this document and final contract with SPG shall ever be revealed to any third party, domestic or foreign, in any form, oral or written, partial or full, technical or financial, without obtaining prior written permission of SPG or unless required by the law of the land and it is my/our responsibility to take necessary measures, legal or otherwise, to ensure that this condition is honoured by all including our local representative/s, distributor/s or agent/s, if any.**

21. **Jurisdiction of Courts in case of disputes:** All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in New Delhi.

22. **Acceptance of Terms & Conditions :** The e-bidders should specifically mention that all the terms and conditions described in this tender are unconditionally acceptable. SPG reserves the right to accept/reject any/all the bids.

23. **OTHER TERMS AND CONDTION:**

i) The terms and conditions (i.e. all the pages of Bid documents) must be initialled on each page (right bottom corner) and signed in full along with date and seal affixed at the last page. Scanned copy be uploaded with technical bid documents.

ii) There should be no overwriting in the bidder's offer. If required, by scoring out entries and writing afresh, the bidder can make corrections. The initials of the bidder's authorised person and the seal of the bidder's company must verify each correction. All rates given in this tender must be expressed as numerals and words. In case of any discrepancies, the price in words will be taken as correct.

CERTIFICATE

Certified that all the terms and conditions mentioned in the Tender Enquiry No. **14/18/12/44/2020/Prov-23325** dated \_\_\_\_/\_\_\_\_/2020 for supply of "**Medicine**" on rate contract are unconditionally acceptable.

It is also certified that OEM as well as bidding firm has not been blacklisted/debarred from any Govt organisation/PSU.

PLACE :

SIGNATURE OF THE TENDERER  
Stamp/seal of the firm/company

DATED :

**Bank Guarantee form for Performance Security**

To  
The President of India  
(Through Director of Accounts)

WHEREAS .....  
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer  
.....  
.....

Seal, name & address of the Bank and address of the Branch



## Percentage BoQ

Tender Inviting Authority: AIG(PROV), SPG, NEW DELHI

Name of Work: SUPPLY OF MEDICINES

Contract No: 14/18/12/44/2020/PROV/23325/3921 DATED 19TH JUNE 2020

Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b>						
(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 #	TEXT #
Sl. No.	Item Description	Quantity(as per demand raised by SPG)	Units	MRP(MRP price considering to be Rs. 100) Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	MEDICINES					
1.01	Medicines demanded by SPG dispensary	1.000	Nos	100.00	100.00	INR One Hundred Only
Total in Figures					100.00	INR One Hundred Only
Quoted Rate in Figures			Less (-)		0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				