

**Dr. B. R. Sur Homoeopathic Medical College, Hospital and Research Centre  
Nanak Pura, Moti Bagh (West), New Delhi-110021  
Phone No.:- 011-24105298-99**

**Chapter I-Instructions to Bidders**

**TENDER FOR AWARD OF ANNUAL CONTRACT FOR SUPPLY OF SUNDRIES ITEMS FOR THE USE IN DR. B. R. SUR HOMOEOPATHIC MEDICAL COLLEGE, HOSPITAL AND RESEARCH CENTRE (SHMC), NEHRU HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL (NHMC) AND HOMOEOPATHIC DISPENSARIES THE DIRECTORATE OF AYUSH, GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI.**

*Dr. B. R. Sur Homoeopathic Medical College, Hospital and Research Centre* intends to invite Open Tender Bids through **E-tender** for award of contract for **supply of Sundries Items for the use in Two Homoeopathic Medical College Hospitals and 101 Homoeopathic Dispensaries functioning under Homoeopathic Wing of Directorate of AYUSH for One year, extendable to additional One year** on mutually agreed terms and conditions and satisfactory performance of the supplier.

The tender form shall be available on Delhi Govt. website at <https://govtprocurement.delhi.gov.in>. The same can be downloaded free of cost.

The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

The Bidder shall bear all costs associated with the preparation and submission of its bid and purchaser, will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**Key Notifications**

<b>Date and time of Commencement of Bid</b>	<b>28/08/2015</b>
<b>Last date and time for downloading of Bid document</b>	<b>10.00 A.M. on 29/09/2015</b>
<b>Date and time of pre-bid conference</b>	<b>2.00 P.M. on 04/09/2015</b>
<b>Last Date and time of submission of Bid</b>	<b>11.00 A.M. on 29/09/2015</b>
<b>Date and Time of Opening of Pre-Qualification Bid</b>	<b>12.00 noon on 29/09/2015</b>
<b>Date and Time of opening of Technical Bid and collection of samples according to Technical Bid</b>	<b>1.00 P.M. on 29/09/2015</b>
<b>Date and Time of Opening of Financial Bid</b>	<b>2.00 P.M. on 05/10/2015</b>
<b>Address for Communication pre-bid conference and for submission of samples and for opening of all bids</b>	<b>Homoeopathic Wing OF Dte. Of AYUSH, First Floor, CSCIII, B-Block, Preet Vihar Delhi-92</b>  <b>Telephone No. 22440019/20</b>

The interested bidders should obtain Digital Certificate (Class II) from NIC Department for using the e-procurement site. For any queries related to this tender, interested bidder may approach NIC e-Procurement Help Desk at 6<sup>th</sup> Floor, C-Wing, Vikas Bhawan-II Near Metcafe House, Civil Lines, New Delhi. Ph: 011-23813523.

#### **Clarification of Bidding Documents**

A prospective bidder requiring any clarification of the bidding documents may seek clarification on the tender document during pre-bid conference which shall be held at **2.00 P.M. on 04/9/2015** in the conference room of Homoeopathic Wing of the Dte. Of AYUSH, CSC III, First Floor, B block, /P/reet Vihar, Delhi-92

The clarification of the queries would be uploaded on the website <https://govtprocurement.delhi.gov.in> if required. Bidders are required to consider all the clarifications/amendments while preparing their bid proposals. **Therefore, bidders are requested to visit the said website on regular basis for checking necessary updates. These changes can be incorporated till about 3 days before the date of bid opening.**

## **Amendment of Bidding Documents**

At any time till **3 days** before the deadline for submission of bids, the Purchaser may, for any reason, whether at own initiative or in response to a clarification requested by a prospective Bidder, modify the bidding document by amendment. All amendments will be hosted on the website regularly. Purchaser shall not be responsible to notify the amends to individual bidders. All amendments by the purchaser till 3 days before the deadline for submission of bids, shall be binding on the participatory bidders.

The tender portal has been designed in such a manner that it will not accept any bid after the deadline. Purchaser may in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum on the tender portal

## **Eligibility criteria for bidders:**

Bidders meeting the criteria as in column 1 and 2 of Form-I shall only be eligible for submitting bid.

## **Documents constituting the bid**

The bid prepared by the bidder shall comprise the following components:

- **Pre qualification bid**

**Pre qualification bid** will be uploaded by the bidder in **Form I** along with the requisite documents as mentioned in the form. Bidder will be required to attach scanned copies of signed documents as per requirement.

Bidder will submit an undertaking on a Non-Judicial Stamp paper of **Rs.100/-**, on **Form II**. A copy of the undertaking shall be uploaded on tender web site and the original document shall be submitted by the bidder in the office before the opening of Pre qualification bid along with the original earnest money deposit document.

- **Technical Bid**

The Technical bids uploaded in **Form III** of eligible bidders will be opened on specified date and time for evaluation. Samples as specified in Form III will be accepted in the office on specified date and time. No sample after specified time will be accepted.

- **Financial Bid**

The financial bids of all the technically qualified bidders will be opened for financial evaluation.

- ◆ Financial Bid will comprise of Price Schedule on **Form IV**.
- ◆ Prices quoted by the bidder shall be fixed. Taxes as applicable shall be quoted separately in respective columns.

## **Earnest Money Deposit (Earnest Money Deposit)**

The bidders will furnish **Rs 50,000/-** as part of its bid, in the form of account payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the commercial banks in name of **P.A.O –I, GNCTD**. The bid security shall remain valid for a period of forty five days beyond the final bid validity period. Bid security of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30 the day after the award of contract

## **Rejection of Bid**

Any bid not secured in accordance with above mentioned clause, shall be rejected by the Purchaser as being non-responsive, without any further correspondence. The Bid has to be uploaded through E-tendering on the website only. **The bids submitted by telex, fax or email shall not be entertained.**

Any condition put forth by the bidder not-conforming to the bid requirements shall not be entertained at all and such bid shall be rejected.

## **Forfeiture of Earnest Money Deposit**

The Earnest Money Deposit of the successful bidder will be forfeited if the bidder fails to undertake the work awarded to him within the stipulated period.

## **Submission and Processing of Bid**

The bidder shall submit Pre Qualification, Technical and Financial bids on Govt. of NCT of Delhi e-Tender portal at <https://govtprocurement.delhi.gov.in> on prescribed formats. The bidder shall scan and attach all the relevant documents including copy of earnest money deposit document, Undertaking etc. on the web site. **Bidders will be required to submit original undertaking and earnest money deposit document i.e. Demand Draft from a Nationalized Bank, etc. in the office.**

All bid documents uploaded on the tender portal should be signed by a person or persons duly authorized to bind the Bidder to the Contract.

## **Last date for Submission**

The last date for bid submission can be extended by the purchaser without ascribing any reasons.

## **Modification and Withdrawal of Bids**

The portal allows modification or withdrawal of bids before the bid closure date.

### **Opening of Pre qualification bid**

The web portal has been designed in such a manner that all the inputs submitted by bidders remain in an encrypted form and are not accessible to the purchaser before the designated date and time of opening. The Purchaser will first open Pre Qualification Bid in the presence of Bidders' representatives who choose to attend the Pre Qualification Bid opening meeting in the office on specified date and time. The Bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.

**Result of Pre qualification bid evaluation will be posted online.**

### **Opening of Technical bid**

The Technical bid shall be opened in the office on specified date and time in the presence of bidder's representatives who choose to attend the bid opening meeting. The bidder's representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids shall be opened at the appointed time and location on the next working day. It is, therefore, advised to send a responsible, authorized and senior representative so that clarifications, if any, can be given on the spot.

**Result of Technical bid evaluation will be posted online**

### **Opening & Comparison of Financial Bids**

The bidders who have qualified in Technical bid will be eligible for the opening of financial bids.

**Bid comparison:** Financial bids will be opened and compared. The ranking of bidders shall be decided on the basis of bid amount & most economical option will be considered for award of tender.

**The Financial bids will be opened** in the presence of bidder's representatives who choose to attend the Financial bid opening in the office on specified date and time. The bidder's representatives who are present shall sign a register evidencing their attendance.

**Result of Financial bid evaluation will be posted online**

## **Contacting the Purchaser**

No bidder shall contact the Purchaser on any matter relating to its bid, from the time of bid opening to the time the Contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should be done in writing.

## **Rejection of Bid**

Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the bidder's bid.

## **Purchaser's right to accept any bid and to reject any bid or all bids**

Notwithstanding anything else contained to contrary in this Tender Document, the Purchaser reserves the right to accept or reject any bid or to allow the bidding process fully or partially or modifying the same and to reject all bids at any time prior to the award of Contract, without incurring any liabilities in this regard.

## **Notification of Award**

The Purchaser shall notify the successful bidder in writing by registered letter that its bid has been accepted. The bidder shall acknowledge in writing receipt of the notification of award and will send his acceptance to enter into agreement within seven (7) days.

## **Signing of Agreement**

The successful bidder shall be required to execute a contract agreement as in **Form V** on Non-judicial stamp paper of **Rs.100/-** containing all terms and conditions as per the tender document within 15 days of issue of Award of Contract. The signing of agreement will amount to award of contract and bidder will initiate the execution of the work as specified in the agreement.

## **Discharge of Earnest Money Deposit**

Upon the successful signing of the agreement, purchaser shall promptly request the bidder to provide performance guarantee and on receipt of the performance guarantee, the Earnest Money Deposit will be released.

## **Performance Security**

To ensure due performance of the contractor, Performance Security of 8% of estimated value of supply to be procured should be furnished by all successful bidders in the form of an FDR/DD/Bank grantee in name of P.A.O.-I, GNCTD. This Performance Guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder/supplier including warranty obligations.

Failure of the bidder to meet its obligations for supply in time and as per the Terms and Conditions of the contract shall entail forfeiture of Part/Full amount of performance security as per the relevant clause of Terms and Conditions.

### **Forfeiture of Performance Security**

Performance Guarantee amount in full or part may be forfeited in case the contractor fails to abide by the terms and conditions of contract fully or partially.

### **Chapter II- Conditions of Contract**

#### ***Packing and Labeling-***

- 1- Three samples of all items should be submitted at the time of Technical bid.
- 2- All packing of sundries items must be according to specification laid down in Technical bid, Form III.
- 3- All containers, packing cases etc. shall be sufficiently strong, durable and resistant to withstand the transit hazards. All boxes should be numbered and accompanied with detail packing slip.
- 4- All labels of containers must be marked with the logo in English “G.N.C.T of DELHI-SUPPLY NOT FOR SALE” in bold letter with indelible ink as well as in Hindi “ दिल्ली सरकार आपूर्ति - विक्री हेतु नहीं “.and without MRP printed on labels.

#### ***Purchase order time and terms of supply-***

- 5- If rates quoted by more than one bidder are same then the purchaser reserves the rights to enter into agreement and place orders with more than one contractor as he may think fit in the best interest of purchasing and law of equity.
- 6- The purchaser does not guarantee the quantity, which shall be ordered.
- 7- Supply orders can be placed against the contract up to the last date of the contract period. Orders even received on the closing date should be honored in accordance with the terms of contract and supply can be accepted even after the expiry of contract.
- 8- The supply period shall be indicated in the supply order placed by the purchaser and must be strictly adhered to. The supply period shall be usually of one month from the date of issuance of supply order. However in case of emergency purchaser reserves the right to place order with short supply period of seven days.
- 9- If due to some unforeseen reason supply cannot be made by supplier within the delivery period, prior extension of the same, which should be of another one month must be applied for and obtained, failing which the supplies are liable to be rejected. In case no extension is granted, the purchaser shall be free to make risk purchase and the contractor shall be liable to risk purchase loss and general damage.

Risk purchase- The risk purchase can be made under following situations:

- (a) Bidder fails to sign the agreement for entering into contract due to any reason whatsoever in case the offer is accepted.
- (b) Bidder fails to supply the goods / items as per the order placed by the Department/Hospital.
- (c) The Risk Purchase will be done either from other bidders or from open market at the cost of supplier.

- (d) Any monetary claim arising due to any of the terms and conditions of the tender / supply, including the difference arising due to risk purchase, will be recovered in the following manner:
- {a} From any pending bills of the party:
  - {b} From any security deposits of the party:
  - {c} If an amount at {a} & {b} is not sufficient to meet an amount of recovery of dues shall be recovered as arrears of land Revenue Dues under provisions of relevant act.
- 10- All supply must be of recent manufacturing date. In case of all items manufacturing date of supply should not be more than six months at the time of supply.
- 11- The purchaser will not pay separately for transit insurance and any breakage etc happens during transit of material.
- 12- Supply should be made as per approved samples submitted at the time of tender.
- 13- Supply should be made in complete consignment and not in parts unless otherwise approved by competent authority.
- 14- Supply should be made as per directions given in each purchase order.
- 15- Supply must be accompanied with
- a- Challan
  - b- Warranty certificate
  - c- Detail packing slips
  - d- Bills in triplicate in the name of HOD
- 16- If supplier fails to supply items as per conditions, action of forfeiting performance security, risk purchase, blacklisting for 5 years and other necessary legal actions will be taken.
- Bills and payment-***
- 17- All bills should have following details in appropriate places of the invoices:
- a) No. and date of bills.
  - b) No. and date of order.
  - c) Name and specification of item.
  - d) Quantity.
  - e) Unit cost; and total cost
  - f) Other details like packing unit, name of manufacturer etc.
  - g) No. & date of challan (If supply made by challan)
  - h) Bill without any type of packing and freight charges.
- 18- The bill should be in triplicate in favor of respective Head of Department/Hospital as specified in supply order.
- 19- The payment against supply of stores shall be made within 30 to 45 days from the date of receipt of the goods in good and acceptable conditions at the destination. However, no interest will be chargeable if the payment is delayed.
- 20- The payment of the bill shall be made after deducting Government dues and Income tax, if any.
- 21- The payment of the bills can be withheld in the following circumstances:
- a) The goods are found sub-standard or in non-acceptable conditions:
  - b) Breach of condition of any contract
  - c) Previous Government dues
- 22- Market trends- If at 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 items, as are covered under the contract, to any person / organization including the purchaser 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 items supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.

- 23- Delivery of goods is made from Delhi and against a sale invoice issued from Delhi. The dealer supplying goods should be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by Delhi VAT Department ( Ref-circular no- F.3(11)/fin(Rev-I)/2012-13/DSVI/57-62 dt 17/1/2013).

***Decision and Disputes-***

- 24- The decision of the **Principal**, Dr. B. R. Sur Homoeopathic Medical College, Hospital and Research Centre, shall be final in all respect without assigning any reason.
- 25- The courts of Delhi shall alone have jurisdiction to decide any dispute arising out of or as a result of the contract.

***Others-***

- 26- The bidder must sign this copy of the terms and conditions over his authorized rubber stamps in token of having read, understood and agreed with the said terms and condition.
- 27- Cost of tender form (if any) shall not be refundable in any case.
- 28- A Gazetted Officer should duly attest all the papers attached with the submitted tender form.
- 29- Power of attorney in the name of person attending on behalf of the company duly verified by the notary public on two rupees stamp paper, must be furnished by bidder at the time of pre bid conference and/or at the time of Technical bid.

**Chapter III- Schedule of Requirements-**

**Form I**

**Pre Qualification Bid**

S. No. (I)	Eligibility Criteria (II)	Documents Required to be Uploaded (III)	Whether Required Document Uploaded Yes/No (IV)
1	The Bidder should have an annual turnover of Rs.5 lacs during the last financial year in the books of accounts	Attested Copy of Annual return, duly attested by Chartered accountant	
2	The bidder should not be blacklisted with any state government or central government	Submit an undertaking in Form VII	
3	The bidder/firm should be income tax payee	Attach copy of PAN Card	
4	The bidder should be registered with VAT/Sales Tax Deptt.	Attach copy of Registration Certificate.	
5	The Bidder should have a valid authorization from the manufacturer (Where bidder is not the manufacturer)	Authorization Letter from Manufacturer	
6	Earnest Money Bid security Deposit of Rs 50,000/-	Deposit in the form of an FDR/DD/Bank Guarantee in name of <b>P.A.O.- I, GNCTD</b>	

**Form II**

**UNDERTAKING TO BE SUBMITTED ALONG WITH PRE QUALIFICATION DOCUMENTS**

**ON Rs.100/- STAMP PAPER (Non Judicial)**

To

The Principal  
Dr. B. R. Sur Homoeopathic Medical College, .  
Hospital and Research Centre  
Nanak Pura, Moti Bagh (West), New Delhi-110021

Name of the firm/Agency\_\_\_\_\_

Name of the tender\_\_\_\_\_ Due date: \_\_\_\_\_

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We are the Manufacturer/Authorized Dealer of the company on whose behalf the bid has been submitted

**(Signature of the Bidder)**  
**Name and Address of the Bidder.**  
**Telephone No.**

**Chapter IV- Specifications and Allied Technical Details-****Form III****Technical Bid for Sundries**

	<b>Sr. No</b>	<b>Item</b>	<b>Packing</b>	<b>Sample Details</b>
	1	Label book English printed in block letters	Per book 200 pg	
	2	Envelops (paper) 4"x 3" white (Packing 5kg)	Per Kg	
	3	Envelops (paper) 4"x 6" white (Packing 5kg)	Per Kg	
	4	Paper cutting (white) for dispensing 3" wide stripes (Packing 5Kg)	Per Kg	
	5	Stickers plain size 4cmx2cm	Per 1000	
	6	Stopper 15 ml (Plastic) (Packing in per gross)	Per gross	
	7	Stopper 30 ml (Plastic) (Packing in per gross)	Per gross	
	8	Stopper 60 ml (Plastic) (Packing in per gross)	Per gross	
	9	Glass Bottle 15 ml amber colour with dropper and Plastic caps (A quality) (Packing in per gross)	Per gross	
	10	Glass Bottle 30 ml amber colour with dropper and Plastic caps (A quality) (Packing in per gross)	Per gross	
	11	Glass Bottle 60 ml amber colour with dropper and Plastic caps (A quality)	Per gross	

		(Packing in per gross)		
	12	Glass bottle with wooden cork 1 drams (Machine made) [A quality]	Per gross	
	13	Glass bottle with wooden cork 2 drams (Machine made) [A quality]	Per gross	
	14	High Density Poly Ethylene(HDPE) Plastic bottle ½ drams with multicolor caps (with x logo of Delhi Govt. on cap)	Per gross	
	15	High Density Poly Ethylene (HDPE) Plastic bottle 1 drams with multicolor caps (with x logo of Delhi Govt. on cap)	Per gross	
	16	High Density Poly Ethylene (HDPE) Plastic bottle 2 drams with multicolor caps (with x logo of Delhi Govt. on cap)	Per gross	
	17	High Density Poly Ethylene (HDPE )Plastic bottle 15 gm with multicolor caps (with x logo of Delhi Govt. on cap)	Per gross	
	18	High Density Poly Ethylene (HDPE) Plastic bottle 30 gm with multicolor caps (with x logo of Delhi Govt. on cap)	Per gross	
	19	Glass bottles 125 ml amber color with dropper and cap (A quality)	Per gross	
	20	Low Density Poly Ethylene (LDPE) Plastic bottle 15 ml with Dropper for Mother tincture	Per gross	
	21	Low Density Poly Ethylene	Per gross	

		(LDPE) Plastic bottle 30 ml with Dropper for Mother tincture		
	22	Globules no. 10,20,30,40 & 50 (made from Pharmaceutical grade sugar)	Per 5 Kg poly pack (Double Sealed packing with handle)	
	23	Sugar of Milk (HMS) quality (Packing 25 Kg)	Per Kg.	
	24	Diskets (white 5 grains)	450 gm	

### **Chapter V- Price Schedule-**

#### **Form IV**

#### **Financial Bid for Sundries**

Sr. No	Name of Item	Unit	Rate in Rs. (for unit specified)	VAT (%)	Other tax if any (%)	Total Price (in Rs.)
1	Label book English printed in block letters	Per book 200 pg				
2	Envelops (paper) 4"x 3" white (Packing 5kg)	Per Kg				
3	Envelops (paper) 4"x 6" white (Packing 5kg)	Per Kg				
4	Paper cutting (white) for dispensing 3" wide stripes (Packing 5Kg)	Per Kg				
5	Stickers plain size 4cmx2cm	Per 1000				
6	Stopper 15 ml (Plastic) (Packing in per	Per gross				

	gross)					
7	Stopper 30 ml (Plastic) (Packing in per gross)	Per gross				
8	Stopper 60 ml (Plastic) (Packing in per gross)	Per gross				
9	Glass Bottle 15 ml amber colour with dropper and Plastic caps (A quality) (Packing in per gross)	Per gross				
10	Glass Bottle 30 ml amber colour with dropper and Plastic caps (A quality) (Packing in per gross)	Per gross				
11	Glass Bottle 60 ml amber colour with dropper and Plastic caps (A quality) (Packing in per gross)	Per gross				
12	Glass bottle with wooden cork 1 drams (Machine made) [A quality]	Per gross				
13	Glass bottle with wooden cork 2 drams (Machine made) [A quality]	Per gross				
14	High Density Poly Ethylene (HDPE) Plastic bottle ½ drams with multicolor	Per gross				

	caps (with x logo of Delhi Govt. on cap)					
15	High Density Poly Ethylene (HDPE) Plastic bottle 1 drams with multicolor caps (with x logo of Delhi Govt. on cap)	Per gross				
16	High Density Poly Ethylene (HDPE) Plastic bottle 2 drams with multicolor caps (with x logo of Delhi Govt. on cap)	Per gross				
17	High Density Poly Ethylene (HDPE) Plastic bottle 15 gm with multicolor caps (with x logo of Delhi Govt. on cap)	Per gross				
18	High Density Poly Ethylene (HDPE) Plastic bottle 30 gm with multicolor caps (with x logo of Delhi Govt. on cap)	Per gross				
19	Glass bottles 125 ml amber color with dropper and cap (A quality)	Per gross				
20	Low Density Poly Ethylene (LDPE) Plastic bottle 15 ml with Dropper for	Per gross				



	Mother tincture					
21	Low Density Poly Ethylene (LDPE) Plastic bottle 30 ml with Dropper for Mother tincture	Per gross				
22	Globules no. 10,20,30,40 & 50 (made from Pharmaceutical grade sugar)	Per 5 Kg poly pack (Double Sealed packing with handle)				
23	Sugar of Milk (HMS) quality (Packing 25 Kg)	Per Kg.				
24	Diskettes (white 5 grains)	450 gm				

## Chapter VI-Contract Form-

ON Rs.100/- STAMP PAPER (Non Judicial)

### Form VI

#### CONTRACT

This Contract is made on the \_\_\_\_ day \_\_\_\_\_ (Month) \_\_\_\_\_ (Year) Between the Lt. Governor, Delhi through the \_\_\_\_\_ (Name and address of the Department/Hospital) hereinafter called “the Department”/Purchaser, which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND \_\_\_\_\_ (Name and address of the Supplier) through Shri \_\_\_\_\_, the authorized representative (hereinafter called “the contractor”) (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:

- a. Letter of Award of Contract
- b. Letter of acceptance by the bidder;
- c. Terms and Conditions;
- d. Notice Inviting Tender;
- e. Addendums, if any;
- f. Any other documents forming part of the contract.

3. In consideration of the payments to be made by the Department/Hospital to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the employer to **supply items as approved to the Purchaser Dr. B. R. Sur Homoeopathic Medical College, Hospital and Research Centre Nanak Pura, Moti Bagh (West), New Delhi-110021 for the period of One year** w.e.f \_\_\_\_\_ as per the provisions of this Contract and the tender documents.

4. The Department/Hospital hereby covenants to pay the Supplier in consideration of the supply of items as per the provisions of this Contract and the tender documents, the rates as quoted by the bidder in the said bid.

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions thereto as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Contract on the day and the year first above written.

For and on behalf of the Supplier

For and on behalf of the Lt. Governor of  
Delhi

Signature of the authorized official

Signature of the authorized Officer

Name of the official

Name of the Officer

Stamp/Seal of the Contractor

Stamp/Seal of the Officer

By the said

By the said

\_\_\_\_\_Name

\_\_\_\_\_Name

on behalf of the Supplier in

on behalf of the Employer in

the presence of:

the presence of:

Witness\_\_\_\_\_

Witness\_\_\_\_\_

Name\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

Address\_\_\_\_\_

Telephone No:\_\_\_\_\_

Telephone No:\_\_\_\_\_

**Chapter VII- Other Forms-**

**Form VII**

**DECLARATION REGARDING CLEAN TRACK RECORD**

To,

The Principal  
Dr. B. R. Sur Homoeopathic Medical College, .  
Hospital and Research Centre  
Nanak Pura, Moti Bagh (West), New Delhi-110021

Sir,

I have carefully gone through the Terms & Conditions contained in the tender for award of Contract for Supply of Sundries items at **DR. B. R. SUR HOMOEOPATHIC MEDICAL COLLEGE, HOSPITAL AND RESEARCH CENTRE (SHMC)**. I hereby declare that my company has not been **debarred/black listed** by any Government / Semi Government organization. I further certify that I am a competent authority in my company and company has authorized me to make this declaration.

**Yours very truly,**

Name: \_\_\_\_\_

**Designation:** \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_