

To

1. The Chief Medical Officers
In Himachal Pradesh.
2. The Sr. Medical Superintendent
ZH Mandi, D/shala & Shimla, HP.
4. The Medical Superintendent
RH Bilaspur, RH Chamba, RH Hamirpur, RH Kullu, RH Solan,
RH Sirmour, RH Una, MGMSC Khaneri Rampur, CH Rohru, TBS
Dharampur, HP.
5. The Block Medical Officer
Pangi (Chamba) & Kaza (Sapiti)

Dated: Shimla-9, the

Subject: - Instructions regarding supply of medicines / drugs, surgical items, sutures etc. to HP Govt. hospitals and other Health institutions during the year 2018-19.

Memo:

The e-tender of medicines / drugs, surgical items, sutures etc. has been finalized by the procurement cell of this Directorate for the year 2018-19 for procuring medicines from the firms who have signed the agreement for supplying of the medicines / items as per the terms and conditions of the e-tender of medicines document which is being forwarded to you, as such, for implementation of the tender conditions as follows: -

You are, therefore, requested to issue the supply orders for purchasing of medicines to the concerned firms in accordance with the terms and conditions of the Rate Contract mentioned hereunder: -

PERFORMANCE SECURITY DEPOSIT & AGREEMENT:

i)	On issue of supply order more than Rs. 2.5 lacs, 5% of the value of supply order shall have to be deposited as additional Performance Security which shall be deposited by the successful bidder within 10 days from the date of issue of supply order in the shape of Fixed Deposit Receipt valid up to three months beyond contractual period or 5% will be deducted from the bills against supply and Purchaser will not pay any interest on Performance Security.
ii)	The price Agreement shall be operative up to one year from the date of its finalization i.e. from the date of issue of award letter with a condition that in case if there is a fall in the institutional price due to reduction in cost of raw material, GST, Custom duty exemption etc. the manufacturer will have to reduce the price proportionately. The successful bidder shall note that supply orders may be placed up to the 1st day of the currency of the price agreement.
iii)	Whenever any Purchase Order is placed during the validity of the contract it shall be binding on the firm to supply it as per schedule given under Delivery clause 5(i).
iv)	Performance Security Deposit will be returned to the Bidder after the completion of all contractual obligations by the approved supplier and will be refunded after expiry period of last lot of supplies.

PRICES:

i)	Rates should be quoted on F.O.R. door delivery basis at all "District Stores" located in the State of HP listed at Annexure-7 or other indenting officers mentioned in the supply order and all the transit loss what so ever will be borne by the supplier firm (any monetary limit is not acceptable). It will be the responsibility of approved supplier to deliver the medicines (products) in the District Store or stores of other indenting officers mentioned in the supply order and not at the gate of the institution or the building. Other departments of HP Govt. may also procure medicines/drugs on approved rates and sources for which separate memorandum of understanding may be signed with the concerned department(s). Director Health Services shall not be responsible for any non-compliance of the terms and conditions of the tender.
ii)	The bidder shall have to quote basic rate without GST, GST% and Rate with GST as required per Financial Bid / BOQ. The price quoted must be net per unit and inclusive of Freight, Loading, Unloading, Insurance, Road permits, handling, Packing, Clearing charges, if any. No other charges & Taxes will be paid extra.
iii)	The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Central /State Govt. and the Maximum Retail Price (MRP). In the event of any decrease in the rates during the contractual period, the bidder shall submit notarized undertaking to reduce rates correspondingly from the date, the rates have been reduced.
iv)	The purchase also reserve the rights: (1) To enter into parallel price agreement(s) simultaneously or at any time during the period of the price agreement with one or more bidder(s) as purchaser thing fit; and (2) To place adhoc contract or contracts simultaneously or at any time during the period of this contract with one or more supplier(s)/Tenders(s) for such quantity of such item or items as the purchaser (shoes decision shall be final) may determine.
v)	The rates of tendered items etc. shall be quoted online.
vi)	The rates should be filled in carefully and correctly online. After approval of rates, no representation will be entertained for amendment in rates, presentation / pack.
vii)	Item-wise rates quoted by the bidders will be compared digitally and supply orders issued subject to approval by the State Government keeping in view, the quality of medicines / drugs, clinical experience of the expert members of the committee, position and reputation of the bidders in the market and their past performance.

DELIVERY CLAUSE:

i)	The date of delivery of medicines/ drugs at district stores or other destinations mentioned in the supply order shall be deemed to be essence of the contract and delivery must be completed within 60 days from the date of issue of supply order. In case of unavoidable circumstances for execution of supplies within 60 days, prior permission for execution of supplies shall invariably be obtained from Director Health Services, HP and penalty provisions shall be applicable as mentioned under clause 13, 14.
ii)	Medicines / drugs will be accepted only in Generic names.
iii)	Goods will be F.O.R. destination i.e. door step delivery up-to the Store.

PERIOD OF PRICE AGREEMENT:

i)	The price Agreement shall be operative up to one year from the date of its finalization i.e. from the date of issue of award letter with a condition that in case, if there is a fall in the institutional price due to reduction in cost of raw material, Custom duty exemption etc. the manufacturer will have to reduce the price proportionately. The successful bidder shall note that supply orders may be placed up to the last day of the currency of the price agreement.
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| ii) | Whenever any purchase order is placed during the validity of the contract it shall be binding on the firm to supply it as per schedule given under delivery clause 5 (i) |
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SHELF LIFE:

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| i) | The shelf life of the drugs shall be strictly fixed for the period not less than the period as prescribed in the schedule P of the Drugs and Cosmetics Rules 1945. |
| ii) | Minimum shelf life of the drugs offered should be as mentioned in months against each item in the Annexure-"P3" to be uploaded in Technical Bid. |
| iii) | The Bidder should note that at the time when the items are offered for inspection / supply the life of the drugs shall not have passed more than one sixth ($1/6^{\text{th}}$) of the effective / useful life of the drug counted from the date of manufacture or 60 days whichever is higher. Loss or premature deterioration due to biological and other activities during the life potency of the drugs shall have to be made good by the contractor free of cost or shall have to refund the cost of sub-standard drug lying with district stores. |

WARRANTY:

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| i) | Supplies must fully comply in all respect with the Technical specifications and conditions laid down in the contract and in accordance with the Pharmacopoeia standards and manufactured under the strict compliance of the GMP certification and compliance of provisions as laid down under the revised schedule M of the Drugs and Cosmetics Rules 1945 made there under and as amended from time to time. |
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RECALLS:

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| i) | If product(s) are recalled because of problems with product quality or adverse reaction to the pharmaceutical, the supplier will be obliged to notify the purchaser, providing full details about the reason leading to the recall and shall take steps to replace the product in question at supplier(s) own cost at the ultimate destination with a fresh batch of acceptable pharmaceuticals or withdraw and give a full refund if the product has been taken off the market due to safety. |
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BAR CODING:

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| i) | "All suppliers of medicines are required to incorporate barcodes as per GSI standards at secondary and tertiary packaging level. At the time of supply, supplier is required to submit valid GSI registration Certificate/ document not older than three months from the date of issue. Detailed Technical specifications for GSI standard may please be seen at Annexure- P-8" |
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QUALITY ASSURANCE:

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| i) | The approved suppliers shall have to provide test certificate / analysis report in respect of all batches of tendered items along with supplies separately from any of the NABL accredited Analytical Licensed under Drugs & Cosmetics Act, 1940 and Rules there under as amended from time to time. The supplies will be deemed to be completed only upon receipt to above said analytical test report. |
| ii) | Samples of supplies in each batch may be chosen at the point of supply or distribution / storage points for testing. The samples (common Batch) may be sent to Laboratories empanelled by Department of Health & Family Welfare, HP including Govt. Drugs Testing Laboratory for testing by the concerned District Store as decided by the Director Health Services / Indenting Officer. In addition to this, if samples fail at NABL laboratories (sent by DHS/ Indenting Officers) the supplier will have to take back such batches, as a whole. |

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iii)	The Drugs shall have the active pharmaceutical ingredients at the maximum permissible level throughout the shelf life period of the drug.
iv)	The supplier shall furnish evidence of the basis for expiration dating and other stability data concerning the commercial final package on request by the Director health Services / Indenting officer/

FIRM DELIVERY PERIOD CLAUSE:

i)	Upon receipt of an order from any indenting officer authorized to place orders, the successful Bidder shall, within seven days intimate, to such officer the quantity which can be supplied within the period stipulated therein and the time required to supply the balance. If the successful Bidders shall fail to give such intimation within the time aforesaid he shall be deemed to have agreed to supply the stores within the delivery date stipulated in the supply order. If the successful Bidders is unable to supply stores or any part thereof within the time specified in the supply order and intimates the time within which the supply order will be made by him the officer placing the supply order will notify his acceptance of the delivery time offered by the contractor or negotiate until an agreement is reached, in all cases, the delivery time as deemed to be accepted by the successful Bidder or agreed upon as aforesaid, between him and the officer placing the supply order shall be deemed to be of the essence of the contract and delivery must be completed not later than such date. If in any case, no agreement with respect to the delivery time is reached between the contractor and the indenting officer who has issued the supply order, it shall be lawful for such officer to withdraw the supply order, and the contractor shall have no claim in respect of such withdrawals.
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DELAYS IN THE SUPPLIES PERFORMANCE OF THE CONTRACT:

i)	Delivery of the stores shall be made by the supplier in accordance with the time scheduled, as per clause 5(i) above. Any deviation in performance of its delivery obligations shall render the supplier liable to any or all of the following action. (a) Forfeiture of its Earnest Money Deposit/Performance Security Deposit, (b) Imposition of penalty and (c) Termination of the contract for default.
ii)	If at any time during the performance of the contract, the supplier should encounter conditions Impending timely delivery of the goods, the supplier shall promptly notify the purchaser in writing of the facts of the delay its likely duration and its clause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the, situation and may at Its discretion extend the suppliers time for performance in which case the extension shall be ratified by the parties by amendment of the contract. The extension of the delivery period will be subject to the following conditions. (a) The Purchaser shall deduct from the contractor under the provision of Clause 14 penalty/liquidated damages on the items, which the contractor has failed to deliver within the delivery period fixed for delivery.

PENALTY CLAUSE:

i)	Subject to clause 15 , if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages a sum equivalent to 0.5% of the delivered price of the delayed goods for each week of delay or part thereof, until actual delivery with maximum of 10 percent if extension has been granted, otherwise supply order may stand cancelled / terminated after 90 days.
ii)	In the event of making ALTERNATIVE PURCHASE due to noncompliance of L1 bidder due to any reason, penalty will be imposed on the supplier apart from forfeiture of Security Deposit. The excess expenditure over and above contracted prices incurred by the Tender Inviting Authority/ordering Authority in making such purchases from any other sources or in the open market or from any other Bidder who has quoted higher rates and other losses sustained in the process shall be recovered from the security Deposit or from any other money due and become due to the supplier.

TERMINATION FOR DEFAULT:

i)	<p>The purchaser may without prejudice to any other remedy for breach of contract, by written Notice of default sent to the supplier, terminate the contract in whole or in part</p> <p>(a) If the supplier fails to deliver any or all of the goods within the time periods specified in the contract or any extension thereof granted by the purchaser pursuant to clause13 (i)</p> <p>Or</p> <p>(b) If the supplier fails to promptly replace any goods rejected submitted for testing or subject to recall ordered by the applicable Regulatory Authority in the country of manufacture due to unacceptable quality or reports of adverse drugs reaction after giving prompt notice of their call.</p> <p>(c) If the supplier fails to perform any other obligation(s) under the contract.</p>
ii)	<p>In the event, the purchaser terminates the contract in whole or in part, pursuant to above Clause14.(i) and without prejudice to the purchaser's other remedies, the purchasers may procure upon such terms and in such manner as it deems appropriate, goods or services, similar to those undelivered or unformed. the suppliers shall be liable to the purchasers for any Excess cost for such similar goods. However, the supplier shall continue performance of the contract to the extent not terminated.</p>

FALL CLAUSE:

i)	The Bidder should confirm acceptance to the fall clause given herein under
ii)	<p>The price charged for the item supplied under the contract by the contractor shall in no event exceed the lowest price at which the contractor sells the items or offers to sell items of identical description to any persons/organizations including the purchaser or any Department of the Central Government or any Department of a State Government or any statutory Undertaking of the Central or State Government; as the case may be during the period till performance of all supply orders placed during the currency of the Price Agreement is completed.</p>
iii)	<p>In any subsequent date after submission of the quotation or placing of a supply order, the manufacturer reduces the sale price of such stores "In case there is a fall in the institutional price due to reduction in price of raw material, customs duty exemption etc. the manufacturer will have to reduce the price proportionately" or sells or offers to sell such stores to any other party at a price lowest than the price charged/chargeable against the supply order placed by the Indenting Officer, the manufacturer will forth-with notify such reduction in sale price to the Director Health Services, H.P and the concerned Indenting officers of the District Stores and the price payable for the items to be supplied against the supply order after the date of such reduction in sale price coming in to force, shall stand correspondingly reduced.</p> <p>The above stipulation will, however, not apply to:</p> <p>(a) Export/ Deemed Exports by the Contractor</p> <p>(b) Sale of drugs which have short left over expiry dates, and</p> <p>(c) Tender submitted in response to fixed quantity contract enquiries issued by Director Health Services H.P (DHS).</p>

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iv)	Contractor shall submit a certificate to the concerned Indenting Officer at the time of claiming payment for supplies made against price agreement that items of description identical to the items supplied to District Store(s) under the price agreement have not been offered/sold by them to any persons / organizations up to the date of bill/ completion of supply against all supply orders placed at a price lower than the price charged to the purchaser(s) under the price agreement. It is further certified that there is no fall in the institutional price due to reduction in price of raw material, customs duty exemption etc. and in such case, the manufacturer will have to reduce the price proportionately.
iv)	Samples against this Tender inquiry if called for shall be furnished by the date stipulated. Failure to do so will entail the quotation being ignored.

RAISING OF BILLS AND PAYMENT PROVISION:

i)	All bill(s) / invoices of tendered items should be raised in triplicate in the name of the Concerned Indenting Officer placing the supply order or as per directions given in the supply order and supplies shall be delivered at the concerned " DISTRICT STORES ", or other destinations as per directions in the supply order at different locations as mentioned in <u>Annexure "P7"</u>
ii)	No advance payments towards costs of Drugs /Medicines ,willbe made to the approved Bidder
iii)	Payments towards the supply of drugs and medicines will be made upon confirmation of receipt of stock /items at the concerned " DISTRICT STORE " ,other destinations after the receipt of analysis report of the supplied items & declaration of the same as of standard quality by the empanelled laboratories by the concerned Indenting Officer(s) , if drawn for the purpose of same The payment will be made either by means of Cheque or through RTGS (Real Time Gross Settlement System) / Core Banking / NEFT by District Head Quarters / Director, Health & Family Welfare,Kasumpti,Shimla-171009 on receipt of verified bill(s) from the District Stores. The Bidder shall upload the relevant details as per details asked in Part-I of Form B. The bank charges payable to the bank shall be recovered from the suppliers.
iv)	Pro-rata deduction in payment if the supply is received in damaged conditions.

PACKING AND MARKING REQUIRED:

1	<u>PACKING FOR TABLETS AND CAPSULES</u>
(a)	<u>Initial Packing</u> <ul style="list-style-type: none"> (i) Unless otherwise specified in supply order ,The primary packing material should be non toxicand compatible with the product. The quality of the packing material should be such in order to protect the product during its shelf life as declared on the label, when stored in the condition as prescribed on the label. Tablets, Capsules, Caplets etc are required to be packed in standard Aluminum / Aluminum strip or PVC Blister with aluminium back material. The thickness of aluminum foil used should not be less than 0.03mm as to ensure protection of the product inside. (ii) The unit carton pack used to pack the strips /blister should have appropriate thickness and quality of the card board in order to ensure proper handling and storage. (iii) Successful bidder approved for more than one product shall pack Tablet and capsules in different colour strips or blister for easy identification, distinction of the different medicines/drugs by the patients. (IV) The details mentioned on the strip/ blister should be clearly visible.
(b)	<u>Final Packing</u> <ul style="list-style-type: none"> (i) Final packing shall be done in corrugated fiber Board boxes confirming to IS:2771 (part-I) 1990 suitably cushioned lined and strong enough to bear Rail /Road transit hazards

<p>2</p> <p>a)</p> <p>(b)</p>	<p><u>PACKING FOR BOTTLES</u></p> <p><u>Initial Packing</u></p> <p>(i) Bottles should confirm the container /content compatibility test as prescribed in the pharmacopoeia</p> <p><u>Final Packing</u></p> <p>(i) Final packing shall be done in 7- ply corrugated fiber Board Boxes weighing not more than 20Kgs conforming to IS / 2771 / Part -I : 1990 suitable Cushioned lined and strong enough to bear the Rail /Road Transit Hazards.</p> <p>All Syrup/Suspension bottles shall be provided with measuring caps.</p> <p>All Eye and Ear drops shall be provided with dropper or any preparation supplied as drops to be provided with dropper.</p> <p>All dry syrups (paediatrics) shall be provided with diluents.</p>
<p>3</p> <p>(a)</p> <p>(b)</p>	<p><u>PACKING FOR INJECTION</u></p> <p>Vial /Ampoules should confirm the container /content compatibility test</p> <p><u>Initial Packing</u></p> <p>(i) In neutral plain glass ampoule / vial confirming to IS: 1984 (Part-I) 1971 for relevant capacity provided with rubber stopper and pilfer proof metallic seal (in case of vials)and enclosed in strong card board carton and 25/50 vials / ampoules enclosed in well cushioned nested card board carton.</p> <p><u>Final Packing</u></p> <p>(i) All Dry powder injection shall be provided with Diluent/water for injection. Final packing shall be done in corrugated fiber board boxes confirming to IS: 2771(Part4) :1990 suitable Cushing and liner and strong enough to bear the Rail/ Road transit hazards.</p>
<p>4.</p> <p>(a)</p> <p>(b)</p>	<p><u>PACKING INSTRUCTION FOR IV FLUIDS</u></p> <p><u>Initial Packing</u></p> <p>(i)Initial packing material should confirm the container /content compatibility test for the contents of the container and should be manufactured by Form Fill Seal (FFS) Technology of relevant capacity as indicated in the List of quoted Drugs (Annexure-"P3").</p> <p><u>Final Packing</u></p> <p>(i) Final packing shall be done in corrugated fiber card board carton (7ply only) confirming to IS:2771(Part-I):1990 duly nested containing not more than 25 bottles.</p> <p>All I V fluid bottles should be provided with cap on the neck.</p>
<p>5</p>	<p>Packing of each drug item should be strictly according to the requirements specified in the list of each category of drugs and or as indicated in the Tender enquiry in detail.</p>
<p>6</p>	<p>The package will indicate the name of the manufacturer ,thedata of manufacture ,date of expiry and the batch no. The labels both on Inner most packing and outer Containers should be marked with the words "H.P.GOV.T.SUPPLY NOT FOR SALE" in bold red letters.</p>
<p>7</p>	<p>Labeling and packing shall be as per the provisions contained in the Drugs and Cosmetics Rules 1945 as amended up-to-date, other particulars of labeling ,if any , prescribed by the Indenting Officer in his supply order should be complied with</p>
<p>8</p>	<p>The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract / supply order. The Packing shall be sufficient to withstand, without limitation, roughhandling during transit and exposure to extreme temperatures, sunlight and humidity during transit and storage. Packing case size and weights shall take into consideration, where applicable, the remoteness of the Goods 'final destination. All primary packaging containers ,which come in contact with the pharmaceuticals or drug content, shall strictly conform to the specifications in the relevant Pharmacopoeia to protect the quality and integrity of the goods</p>
<p>9</p>	<p>Offers with packing not in terms of the requirement of Tender enquiry shall be summarily ignored</p>

i)	The purchaser or its representative shall have the rights to inspect and/or take random and representative sample for the purpose of test and analysis to ensure their conformity to the contract technical specifications/pharmacopoeial standard as prescribed. The inspection and sampling shall be conducted at the goods final destination. Samples such drawn can be sent to the any of the NABL accredited/Government approved laboratory by the purchaser, the report there of shall be accepted by the bidder
ii)	Unless otherwise provided for in the contract if the special tests or independent test proves satisfactory and the stores or any installment thereof is accepted, the quantity expended in test will be deemed to have been taken delivery of/by the purchaser and, be paid for as such.
iii)	(a) Should an inspected or tested goods fail to conform to the specifications, the purchaser may reject them and the supplier will remove the rejected stores at their cost (b) In case any item is found substandard either at the inspection stage or during the shelf life of the item, there port of the Government approved laboratory shall be accepted by the firm(s). If the same is disputed by the firms giving the reasons, the sample will be sent to Central Drug Laboratory, Kolkata and the report of CDL will only be accepted as final. (c) The debarment action will be taken against the manufacturing unit and contract holding Firms (both) will be taken according to the category-A and category-B defects as per guidelines issued by the Ministry of Health & Family Welfare. (Annexure-"P5").
iv)	In the event of failure of their products, in addition to the debarment action, the performance security of the suppliers will be forfeited and the testing charges involved will be recovered by Director, Health & Family Welfare, H.P /Indenting Officer from the supplying firms besides the recovery of cost of products declared substandard from the balance payments of the supplier pertaining to earlier/current/subsequent years, even if payment for that particular drug stands already released.
v)	The purchasers right to inspect, test and, where necessary reject the goods after the goods arrival at the final destination shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by purchaser or its representatives prior to the goods dispatch from the place of manufacture.
vi)	Nothing in clause 19.iii shall in any way release the supplier from any warranty or other obligations under the contract.
vii)	The supplier will be responsible to take back the rejected items from the district stores/consignee place and replace with fresh stock duly inspected within forty five days or as stipulated in the notice issued to the supplier, at their own cost upto the consignees or district stores.
viii)	In case of Pre Dispatch Inspection, items will be delivered at consignee's site within the validity of the inspection note.
ix)	Non-supply and/or rejection on inspection/test repeatedly will be considered as bad performance, which would render the Bidder(s) liable to be debarred from participation in the tender in future.

TRANSIT INSURANCE:

i)	The Indenting Officer shall not be responsible for any breakage/leakage/shortage during transit etc
ii)	The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire items contracted for arrive in good condition at destination.
iii)	No material assistance what so ever will be provided by the purchaser.

TERMINATION FORSOLVENCY:

i)	The purchaser may at any time terminate the contract by giving written notice to the supplier without compensation to supplier if the supplier becomes a bankrupt or otherwise insolvent provided that such termination will not prejudice to affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser
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OTHER CONDITIONS

i)	C&F Agents/Distributors/Stockiest/Authorized Distributors are not eligible to participate in the tender
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ii)	All the documents to be uploaded should be signed by the bidder at the bottom of each page with the office seal/stamp duly affixed.
iii)	Form-B forming part of the tender document set should also be properly and exhaustively filled up and requisite documents to be attached and uploaded.
iv)	All consignment shall be insured by the suppliers for any transit losses. The suppliers shall also be responsible for any short-delivery and breakage in transit.
v)	Bidder shall quote firm offers. Incomplete or conditional offers incorporating price variation will not be entertained.
vi)	The bidder should indicate their manufacturing license no(s) and their validity period for the quoted items. An attested photocopy of manufacturing license(s), import license(s) must be uploaded (only attested copy of relevant page of the product license (approved formulation is to be uploaded).
vii)	The stores offered by bidder should strictly conform to the provisions of the Drugs & Cosmetics Act, 1940 and the Rules made there under as amended from time to time.
viii)	The State Govt./Director, Health & Family Welfare, H.P. reserve the right to have the premises of the manufacturers inspected for ensuring that WHO GMP, COPP, "GMP" (GOOD MANUFACTURING PRACTICES) as per revised schedule 'M' and "GLP" (GOOD LABORATORY PRACTICES) as per schedule L1 of the Drugs & Cosmetics Rules, as amended from time to time are being observed by the manufacturers.
ix)	After the expiry period of last lot of supplies and after expiry of contractual period of the tender the approved bidder will furnish the following undertakings by way of self-declaration: <ul style="list-style-type: none"> a) That they have executed all the supply orders issued by the respective Indenting Officer(s) from time to time against the tender of medicine opened on b) That, in case, the samples of any item is declared sub-standard or mis-branded or spurious at any stage within the expiry period of items supplied, the total cost of the item so supplied under that batch shall be refunded within 30 days of the intimation by the respective Indenting Officer(s).
x)	It is presumed that the bidder has the requisite installed capacity for the quoted products.
xi)	The Supply orders will be placed online and would be visible to the approved suppliers in case the software is ready & installed for the purpose.
xii)	Each page of the quotation must be signed and unsigned quotations will be summarily rejected.
xiii)	The purchaser reserves the option to give purchase preference to the offers from the Central/State Public Sector undertakings etc. over those offers from other large scale units in accordance with the policies of the Government from time to time.
xiv)	All Tender documents attached with the invitation to Tender are Sacrosanct for considering any offer as a complete offer.
xv)	Bidder must mark serial no. on each uploaded document and submit one copy of the uploaded documents except Financial Bid/BOQ in the office of Director, Health & Family Welfare, Block No. 6, SDA Commercial Complex, Kasumpti, Shimla-171009 on or before last date and time for submission of the tender documents. Proof of deposit of Cost of Tender document, Earnest Money Deposit should be uploaded on top.

INDEMNITY:

i)	The Director, Health Services/Indenting Officers, as well as the entire State Apparatus of the Himachal Pradesh Government shall remain at all times fully indemnified and the supplier shall keep every concerned Department duly indemnified against any chemical analysis or statutory inspections/check during the shelf life of the items supplied. It is made clear that no suit, prosecutions or any legal proceedings shall lie against the Director, Health Services, or any other officer/official for anything that is done in good faith or intended to be done in pursuance of the tender.
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ARBITRATION:

i)	In case of any dispute, the same will be referred to the Arbitrator, the Principal Secretary (Health) to the Government of Himachal Pradesh, Shimla-171002 whose decision shall be final and binding on both the parties. Subject as aforesaid, the provision of the Arbitration & Conciliation Act, 1966 shall apply to all proceedings of this Act.
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25. AREA OF JURISDICTION:

i)	All disputes concerning this tender shall be subject to the Civil jurisdiction of Municipal Limits of Shimla Town, Shimla (H.P.) where the registered office of the Director, Health Services, H.P. is located
ii)	The Director, Health Services reserves the right to reject any or all the offers without assigning any reason.

FORCE MAJEURE:

i)	The terms and conditions here of shall be subject to force majeure. Neither Director, Health Services nor the contractor shall be considered in default in the performance of their respective obligations herein above if such performance is prevented or delayed because of act of GOD, War, Flood, Hostilities, Revolution, Civil Commotion, Official Strike, Epidemic, Accident or Fire, or because of Law & Order Proclamation, Regulation or Ordinance of any Govt. of any Sub-division thereof or Local Authority. The bidder shall be entitled to the benefit of this clause only if he informs in writing of the circumstances amounting to force majeure to Director, Health Services for each consignment/dispatch separately within 48 hours of the happening thereof by fax/e-mail immediately, followed by a confirmatory letter sent by Registered Post with acknowledgement due. In the event of the approved bidder pleading any ground as constituting force majeure, the opinion of the State Level Store Purchase Committee (SLSPC) on that behalf alone shall prevail and, if in the opinion of the SLSPC, the ground pleaded by the bidder do not amount to force majeure, then the bidder shall not be entitled to plead the same and or claim any relief under this clause.
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You are, therefore, directed to adhere to the instructions strictly and send the compliance report to this Directorate at the earliest.

Director, Health Services,
Himachal Pradesh, Shimla-9.

Endst. No. As above.

Dated: Shimla-9, the

1. Copy to the Addl. Chief Secretary (Health) to the Govt. of Himachal Pradesh, Shimla-2 for information please.
2. Copy to the Director Medical Education and Research, Kasumpti, Shimla-9 for information please.

Director Health Services,
Himachal Pradesh, Shimla-9.