

Deendayal Port Authority

Medical Department

Tender Notice No. : MH/SP/Out source/2023-24

"Tender for supply of Allopathic, Ayurvedic, Homeopathic Medicines to DPA beneficiaries from the outlets in New Kandla, Gopalpuri, Adipur and Vadinar for a period of three years"

PORT OFFICE

Chief Medical Officer
Port Hospital,
Deendayal Port Colony,
Gopalpuri - 370201,
Phone: + 91-9825505796

TENDER NOTICE NO. MH/SP/11/2023-24

Chief Medical Officer, Deendayal Port Authority, Gopalpuri Port Colony invites tender in Online E-tendering system for the work of "Tender for supply of Allopathic, Ayurvedic, Homeopathic Medicines to DPA beneficiaries from the outlets in New Kandla, Gopalpuri, Adipur and Vadinar for a period of three years"

Estimated volume of yearly business (INR): 7.50 Crore.

EMD: Rs. 7.50 lacs

Last date of downloading: 28.11.2023 upto 1400 hrs.

Last date and time of submission of E-tender only on: 28.11.2023 upto 1401 hrs. website <https://kpt.nprocure.com>:

Date and time for opening of E-tender: 28.11.2023 at 1402 hrs.

Tender shall be downloaded from web site: <https://kpt.nprocure.com> , <http://deendayalport.gov.in>. and <http://eprocure.gov.in>

Corrigendum, if any, will be placed on website only.

**Chief Medical Officer
Deendayal Port
Authority**

Notice Inviting Online Tender

Department Name	Medical Department
Circle/ Division	Medical Department
Tender Notice No.	MH/SP/11/2023-24
Name of work	Tender from supply of Allopathic, Ayurvedic, Homeopathic Medicines to DPA beneficiaries from the outlets in New Kandla, Gopalpuri, Adipur and Vadinar for a period of three years.
Estimated volume of yearly business (INR)	Rs. 7,50,00,000/-
Period of Completion	03 years
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Tender Currency Settings	Indian Rupee (INR)
Joint Venture	Not Applicable
Rebate	Discount is to be offered.
Bid Document Fee :	Rs.5900/-
Bid Document Fee Payable To:	Deendayal Port Authority, Gandhidham.
Bid Security/ EMD (INR) :	Rs.7,50,000/-
Bid Security/ EMD (INR) In Favor Of :	Deendayal Port Authority, Gandhidham.
Bid Document Downloading Start Date	26.10.2023
Bid Document Downloading End Date	28.11.2023 upto 15:00 Hrs
Date & time of Pre Bid Meeting	16.11.2023 @ 11:00 hrs.
Place of Pre Bid Meeting	In the Chamber of CMO, Gopalpuri Port Hospital., Gopalpuri, Kachchh-Dist.- Gujarat
Last Date & Time for Online submission of Bids	28.11.2023 upto 15.05 Hrs. on https://DPA.nprocure.com
Bid Validity Period	120 Days
Remarks	<p>Technical Bid of only those firms shall be opened whose E.M.D., tender fee and duly signed integrity pact are uploaded on bidding portal.</p> <p>(1) Rs. 5000 + 900 (GST) Present rate of GST is 18% (non- refundable) through on line transfer in INDIAN OVERSEAS BANK, GANDHIDHAM no. 29801000002382 - Deendayal Port Authority - (IFSC code IOBA0000298). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website in preliminary bid.</p> <p>In case of Micro and Small Enterprise (MSEs) valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate by uploading the scanned copy in preliminary bid. The acceptable sub-class activity NIC Code is 47721.</p> <p>(1) EMD of Rs.7.50 lacs in the form of Bank Guarantee in favor of "Board of Deendayal Port Authority", issued by any Nationalized/ Schedule (except Co-operative) Bank only having its branch at Gandhidham, as per enclosed format as Form-1(A), valid for 28 days beyond Bid validity, and may be uploaded scanned copy on (n) procure website in preliminary bid.</p>

	<p>In case of Micro and Small Enterprise (MSEs) valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of sub-class activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate by uploading the scanned copy in preliminary bid. The acceptable sub-class activity NIC Code is 47721.</p> <p>(3) The Integrity Pact duly signed by authorized person(s) with witnesses are to be uploaded in preliminary bid on the bidding portal by the bidders as per the format provided in Section-IV. The "principal" means "Deendayal Port Authority" and "Counter party" means "Supplier / Contractor".</p> <p>Bidders are required to sign, scan and submit the integrity pact in preliminary bid (as per format provided with the tender document), failing which their bid shall be liable for rejection.</p>
Preliminary Bid Opening Date	28.11.2023 15:05 hrs.
Technical Bid Opening Date	28.11.2023 16:00 hrs.
Commercial Bid (price bid) Opening Date	Will be intimated to the technically qualified bidders.
Documents required to be submitted by scanning through online.	<p>1) EMD in form of BG, Tender fee and duly signed integrity pact</p> <p>2) Documents required under clause no. 4</p> <p>For the purpose of realization, the bidder shall send the all above documents in original/notarized copies to Chief Medical Officer, DPA <u>within seven days of last date of opening of the preliminary bid</u> through post or by hand.</p>
Officer Inviting Bids	Chief Medical Officer, Medical Department
Bid Opening Authority	Chief Medical Officer, Medical Department
Address	Chief Medical Officer, Port Hospital, Gopalpuri, Gandhidham – 370 201. Kachchh – Gujarat
Contact	Phone: + 91-9825505796
Qualification Criteria	<p>The Tenderers shall fulfill the following Pre – Qualification Criteria;</p> <p>(i) Financial Standing: Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 6.75 Cr. as certified by a practicing Chartered Accountant.</p> <p>(ii) Experience : The bidder should have minimum five years' experience ending last day of month previous to the one in which applications are invited of owning and operating atleast 08 nos. of functioning outlets of allopathic medicines in India under applicant's name. Letter from practicing CA certifying the no. of years of experience is to be submitted and the bidder is required to submit valid Municipality Shop Act License for each outlets mentioned above. (Details may be given as per Form 8 duly notarized.)</p> <p>(iii) Notarized copy of the valid Retail Drug license for selling drugs/ medicines from Drug Controller of the State.</p> <p>(iv) Notarized certificate from Drug Controller of relevant State for no case pending against the bidder.</p> <p>(v) The bidder is required to submit a duly notarized declaration whether bidder or bidder's family or bidder's company or group of companies is involved in the business of manufacturing of medicines or not (Form 7). Family means parents and siblings of bidder and spouse.</p>

NOTE:

In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address: -

(n) code Solutions-A division of GNFC Ltd.,

(n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533

E-mail: nprocure@gnvfc.net

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

**Chief Medical Officer
Deendayal Port Authority**

SECTION – I
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

Scope of Bid

- 1.** Deendayal Port Authority (hereinafter referred to as the employer) intends to receive bids from the interested eligible bidders for the work as mentioned in the Tender call Notice. All bids shall be completed and submitted to Deendayal Port Authority in accordance with the instructions to the bidders.
- 2. Eligible Bidders**
 - 2.1 Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender.
 - 2.2 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
 - 2.3 All bidders shall fill the forms provided in Section – IV- Part – I “To be submitted by Bidders with their Bids”.
 - 2.4 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.
 - 2.5 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

3.0 Instructions for uploading of scanned document on bidding portal:-

INSTRUCTIONS FOR UPLOADING OF SCANNED DOCUMENT ON BIDDING PORTAL		
Sr. No.	Instruction	Precautions
1	<p>There should not be any bulk scanning and uploading of all bidding documents.</p> <p>Each documents, as required under preliminary bid and techno commercial pre-qualification, should be uploaded on the bidding portal separately instead of bulk scanning all documents.</p> <p>DPA will not be responsible for finding and tracing out the same in all the scanned documents uploaded by the bidder on (n) procure bidding portal.</p> <p>Every scanned document should be specifically named and separately uploaded for its identification.</p>	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>No unrelated document should be scanned and included with the specific set of scanned document.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>

2	<p>The document related to preliminary bid and techno-financial criteria should invariably be scanned and uploaded on bidding portal.</p> <p>Preliminary and Techno-financial qualification will be done on the basis of documents uploaded on bidding portal only.</p> <p>DPA may seek shortfall information, connected to documents uploaded on bidding portal, from the bidders. However, DPA is not bound to call for any shortfall information from the bidders.</p> <p>No fresh documents submitted by the bidder for preliminary bid and techno-commercial qualified will be considered for any purpose.</p>	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>The scanned pdf file should invariably be given specific name for its identification e.g. turn over certificate etc.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>
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4.0 Eligibility Criteria:

4.1 The Tenderers shall fulfill the following Pre – Qualification Criteria;

1	<p>Financial Standing:</p> <p>Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 6.75 Cr. as certified by a practicing Chartered Accountant.</p>
2	<p>Experience</p> <p>The bidder should have minimum five years experience ending last day of the month previous to the one in which applications are invited of owning and operating atleast 08 nos., of functioning outlets of allopathic medicines in India under applicant's name. Letter from practicing CA certifying the no. of years of experience is to be submitted and the bidder is required to submit valid Municipality Shop Act License for each outlets mentioned above.(Details may be given as per Form 8 duly notarized.)</p>
3	Notarized certificate from Drug Controller of relevant State for no case pending against bidder.
4	Notarized copy of the valid Retail Drug license for selling drugs / medicines from Drug Controller of the State.
5	The bidder is required to submit a duly notarized declaration whether bidder or bidder's family or bidder's company or group of companies is involved in the business of manufacturing of medicines or not (Form 7). Family means parents and siblings of bidder and spouse.

4.2 The bidders shall scan and forward the following information and documents with their bid.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Duly filled Forms mentioned in Section – IV- Part – I.
- c. IT-PAN, Registration with GST & Provident Fund Authorities.
- d. EMD of Rs.7.50 lacs in the form of Bank Guarantee in favor of "The Board of Deendayal Port Authority", issued by any Nationalized/ Schedule (except Co-operative) Bank only having its branch at Gandhidham, as per enclosed format as Form-1(A), valid for 28 days beyond Bid validity, and may be uploaded on (n) procure website in preliminary bid.
In case of Micro and Small Enterprise (MSEs) valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the sub-class list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate by uploading the scanned copy. **The acceptable sub-class activity NIC Code is 47721.**
- e. Tender fee Rs. 5000 + 900 (GST) Present rate of GST is 18% (non- refundable) through on line transfer in INDIAN OVERSEAS BANK, GANDHIDHAM no. 29801000002382 - Deendayal Port Authority - (IFSC code IOBA0000298). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to submit the valid certificate by uploading the scanned copy. **The acceptable sub-class activity NIC Code is 47721.**
- f. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- g. A certificate by the bidder that they have not been banned / black listed by any govt.,agency.
- h. Power of attorney (dully accompanied by resolution of Board in case of company).
- i. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- j. Bidder should submit an Undertaking as per Form -6 of Section IV.
- k. Certificate of chartered accountant for average turnover. Report of financial standing of the bidder such as balance sheet, profit and loss statement and auditor's report for the past three years.

NOTE: All Xerox copies should be duly notarized.

4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or

- record of poor performance such as abandoning the works, non – completion of the contract.

5.0 One Bid per Bidder

- 5.1. Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposal with the Bidder's participation to be disqualified and forfeiture of EMD.

6.0 Joint Venture

Not applicable.

7.0 Cost of Bidding

- 7.1** The Bidder shall bear all costs associated with the preparation and submission of its Bid and Deendayal Port Authority will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

8.0 Site Visit

- 8.1** The Bidder, at his own responsibility and risk is encouraged to visit and examine the locations at New Kandla, Gopapuri, Adipur and Vadinar and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the locations shall be at the Bidders' own expense.

B. BIDDING DOCUMENTS

9.0 CONTENTS OF BID DOCUMENTS.

- 9.1** The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-19:

Bid reference no. MH/SP/11/2023-24

NIT	: Invitation for bids
Section – I	: Instruction to Bidder (ITB)
Section – II	: General conditions of Contract (CC)
Section- III	: Special conditions of the contract
Section – IV	: Forms of bid
Section – V	: Price bid

- 9.2** The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.
- 9.3** The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. CLARIFICATION ON BID DOCUMENTS.

- 10.1** A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the date of pre bid meeting. The clarifications shall be uploaded on Website of <https://DPA.nprocure.com>

10.2 Pre-Bid meeting

- 10.2.1** The bidder or his official representative may attend pre-bid meeting to be 00.00.2023 held at 1500 hrs. in the Chamber of CMO, at Gopalpuri. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 10.2.2** The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3** Pre – Bid clarifications will be uploaded in <https://DPA.nprocure.com> or www.deendayalport.gov.in website without disclosing source of enquiry.
- 10.2.4** Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5** At any time prior to the deadline for submission of Bids, employer may, for any reason, whether

at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.

- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. LANGUAGE OF BID.

All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Preliminary Bid:

- (i) Bid Security (EMD), tender fee, Integrity pact

B) Technical Bid:

- (ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

C) Financial Bid :

Bill of quantities duly filled and digitally signed by bidder.

13. Bid Prices

- 13.1 The Bidder shall offer the maximum uniform discount on M.R.P. i.e. Maximum Retail price which is printed on the packings/flaps/bottles. The contractor will be paid on M.R.P. less discount. Such discounted price will be inclusive of all taxes including GST. No extra amount towards GST or any other levy/tax will be paid which has to be borne by the contractor. Tampering on the printed M.R.P of the manufacturer by the local pharmacy/ chemist by using stickers or any other means will not be accepted.

- 13.2 The uniform discount rate should remain firm till completion of the contract period.

14. Currencies of Bid and Payment

The unit rates and the prices shall be quoted by the bidder Indian Rupees only.

15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Preliminary bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

C. BID SECURITY (Earnest Money Deposit-EMD)

16. Earnest Money Deposit (EMD)

The tender shall be accompanied by Earnest Money Deposit of Rs. 7,50,000.00 (Rupees seven lakh fifty thousand only) in the form of Bank Guarantee in favor of "The Board of Deendayal Port Authority", issued by any Nationalized/ Schedule (except Co-operative) Bank only having its branch at Gandhidham, as per enclosed format as Form-1(A), valid for 28 days beyond Bid validity, and may be uploaded on (n) procure website in preliminary bid. Bank Guarantee shall be verified independently by the Port Authority with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

In case of Micro and Small Enterprise (MSEs) valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of EMD and Bid Document fee. The bidder is required to

submit the valid certificate by uploading the scanned copy. **The acceptable sub-class activity NIC Code is 47721.**

a) EMD

(i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 11) as per the tender clause and executing the agreement (in Form 10) as per tender clause. The EMD of unsuccessful bidders other than H1 & H2 be refunded immediately after ranking of Bids. Earnest Money of H2 bidder shall be refunded/released immediately after entering into agreement with H1 and acceptance of Performance Guarantee from H1.

(ii) EMD will be refunded suo-motto without any application from the Bidders.

(iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.

(iv) Earnest Money Deposit will not carry any interest.

(b) The EMD may be forfeited if:

(i) The bidder withdraws the Bid after Bid opening during the bid validity;

(ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;

(iii) The successful Bidder fails within the specified time limit to sign the Agreement or furnish the required performance Guarantee

(iv) The bidder submits more than one bid

17. Alternative Proposals by Bidders

17.1 Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

18 Format and Signing of Bid

18.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

19. Amendment of Bidding Documents

19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendums.

19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.

19.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, which will be notified.

D. Submission of Bids

20. SUBMISSION OF BIDS

Bidders who wish to participate in the tender will have to procure/should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the bidder may contact the following address:

(n) code Solutions, A Division of GNFC,
301 GNFC Infotower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18
Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: nprocure@gnvfc.net.

The accompaniments to the tender documents as described under Clause **4.2** shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions and shall have to be forwarded subsequently **so as to reach the office of Chief Medical Officer within seven days from the last date of opening of tender.**

- 20.1 The envelopes shall be addressed to: Chief Medical Officer, Port Hospital, Deendayal Port Colony, Gopalpuri - 370201Kachchh – District Gujarat-State

Envelopes shall bear the following identification :

"Tender for supply of Allopathic, Ayurvedic, Homeopathic Medicines to DPA beneficiaries from the outlets in New Kandla, Gopalpuri, Adipur and Vadinar"

Bid reference No. **MH/SP/11/2023-24** and Name and address of the bidder.

21. Deadline of Submission of the Bids

- 21.1 Bids must be received by the employer in On-Line System at websites <https://DPA.nprocure.com> not later than **00.00** 2023 at 1401 hrs.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://DPA.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://DPA.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://DPA.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://DPA.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://DPA.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

22 Late Bids

After the deadline of submission of bid as prescribed, the bids cannot be submitted in the On-Line System.

23 Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the deadline for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the bid security i.e. EMD.

E. Bid Opening and Evaluation

24. BID OPENING

- 24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.
- 24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the

Bids will be opened at the appointed time on the next working day at the same time.

- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD, tender fees and integrity pact in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://DPA.nprocure.com> and www.deendayalport.gov.in
- 24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

25 Clarification of Bids

- 25.1 To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted.
- 25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the Employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26 Examination of Bids and Determination of Responsiveness

- 26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid
- (a) has been properly digitally signed,
 - (b) meets the eligibility criteria defined
 - (c) is accompanied by the required Bid security, tender fee and integrity pact;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e) GST number to be quoted invariably by the bidder.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

27 Evaluation and comparison of bids

- 27.1 The employer will evaluate and compare only the Bids determined to be responsive. The highest percentage of discount offered on printed maximum retail price (MRP) of the medicines in the Price-bid shall be the basis for deciding the successful bidder.

28. PRICE BID

The price bid will contain the proposed discount in percentage to be offered by the bidder on the maximum retail price (MRP) of the medicines to be supplied. No conditional discount will be accepted.

F. Award of Contract

29. AWARD OF CONTRACT

The employer will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and who has offered the highest percentage of discount on the printed maximum retail price (MRP) of the medicines in the Price-Bid, subject to submission of agreement and performance security.

The employer, if so required, reserves the right to: split the work and award the work in favour of more than one firm,

30. Employer's Right to reject any or all the bids:

The employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids without assigning any reasons, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

31. Letter of Intent:

The Chief Medical Officer will issue the Letter of Intent (Form-9) intimating the successful bidder about the proposed pre-acceptance of tender.

32. Notification of Award and Signing of Agreement.

(i) The Bidder whose Bid has been accepted will be notified for the award by the Employer prior to expiration of the Bid validity period by facsimile confirmed by registered letter. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") the contract amount, completion period of the work, etc will be mentioned in line with the tender conditions.

(ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.

(iii) The Agreement will be signed by successful Bidder within 14 days of issue of the notification of award (Letter of Intent). The agreement will incorporate all correspondence between the Employer and the successful bidder.

33. Contract Agreement:

33.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days from the date of issue of Letter of Intent.

The successful Bidder will be required to execute an agreement at his expense on one Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 10) for the due and proper fulfillment of the contract within 14 days from the date of Letter of Intent.

33.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Medical Officer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

32.3. The contract period shall be reckoned from the 60th day of the date of issue of letter of intent or the date of commencement of outlet at Gopalpuri, whichever is earlier.

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.

- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

34. Performance Security

Security deposit shall consist of two parts; (a) Performance Guarantee to be submitted after issue of LOI, and (b) Retention money to be recovered from Running Bills.

- (i) Performance Security shall be 10% of the yearly projected volume of business, of which 5% of yearly projected volume of business shall be submitted in form of Digital Transfer or FDR/Bank Guarantee (issued by any nationalized/scheduled [except co-op] bank having its branch at Gandhidham to be submitted every year) within 21 days of receipt of Letter of Intent for 1st year and before 21 days of completion of the year for subsequent years. Balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of completion and passing of final bill of consecutive year. Balance Security deposit of 1st and 2nd year will be refunded/released within 14 days from completion of annual contract period, whereas that of last year will be refunded after two months from the date of completion of contract period and peaceful handing over port land and rooms allotted by DPA in the same condition.

Any damage done by the bidder or any outstanding dues will be adjusted from the security deposit.

- (ii) Successful Bidder has to submit the Performance security @ 5% of yearly projected volume of business within 21 days of receipt of Letter of Intent for first year failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited. For subsequent years the performance security @ 5% of yearly projected volume of business shall be submitted before 21 days of completion of the year.
- (iii) The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. Security in form of Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- v) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

35. Issue of Work Order

Work order will be issued to the successful bidder indicating the **uniform** discount accepted by DPA, completion period etc. after submission/bringing of (1) Performance Security Deposit as per tender condition (2) Contract Agreement on Non-Judicial Stamp Paper (3) Bring the Brands of medicines and obtaining approval of the Chief Medical Officer for storing the same in outlets opened in DPA hospital (4) installing and integrating the software of the contractor with the Hospital Management System and giving demonstration to DPA the software as required under the contract (5) submission of the credentials of pharmacists (6) Police NOC of all staff to be engaged by the contractor.

36. Time Schedule

The Contract shall be for a period of three years effective from the 60th day of the date of issue of letter of intent or the date of commencement of outlet at Gopalpuri, whichever is earlier and the successful bidder is required to set up and commence the outlets within 60 days from the date of issue of Letter of Intent with all obligations mentioned in the tender condition. The contract period can be extended for a period of 12 months on the same discount, terms and conditions on mutual written consent.

37 Corrupt or Fraudulent Practices

- 37.1 The Employer requires that contractor has to observe the highest standard of ethics during the execution of this contract. In pursuance of policy, the Employer define the corrupt and fraudulent practice as under:
- (a) defines the following for the purpose of these provisions :
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- (b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
38. If two or more highest bidders quote the same price offer, then they shall be called for negotiation for increasing the discount offered by them.
39. The quoting firms must indicate the percentage of discount offered on the printed maximum retail price (MRP) of the medicines in the Price-Bid, which shall be the basis for deciding the successful bidder, subject to compliance of stipulated terms & conditions of the tender.
40. The bidders are required to sign and upload the scanned pre-contract integrity pact as per Form-6 in the preliminary bid failing which their bid shall be liable for rejection. Original hard copy of pre-contract Integrity Pact Agreement shall be submitted by Post or hand immediately within seven days of last date of opening of bid. The "principal" means "Deendayal Port Authority" and "Counter party" means contractor".

INDEPENDENT EXTERNAL MONITORS (IEMS) :

1. Shri S.K. Sarkar, IAS (Retd.)
B-104, Nayantara Aptt.,
Plot 8 B, Sector-7, Dwarka,
New Delhi - 110 075.
Mobile No. 9811 49324
Email :
sksarkar1979@gmail.com
 2. Shri Saudrabh Chandra, IAS
(Retd.) A-9, Sector - 30,
Noida (U.P.) - 201 201.
Mobile no. 9871 322133
Email :
saurabh7678@yahoo.co.in
41. The yearly average business volume is approximately around Rs. 7.50 Cr.

SECTION – II
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **"Employer"** means Board of Deendayal Port Authority, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Medical Officer or any other officers so nominated by the Board.
- b. **"Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
- e. **"Chief Medical Officer (CMO)"** shall mean the Chief Medical Officer or any other officer nominated by Deendayal Port Authority.
- f. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- g. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- h. **"Day"** means calendar days, **"months"** are calendar months
- i. **"Beneficiaries"** means DPA employees/pensioners/ dependent family members and CISF Personnel or any other entities allowed by DPA from time to time.
- j. **"DPA"** means Deendayal Port Authority.

2.0 Use of Contract Document :

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3.0 Change Orders:

At any time during the contract period, by a written notice to the Contractor, changes may be made in the general scope of contract. The Chief Medical Officer, with due approval of competent authority, may make any changes in the quality and/or quantity of the work in his opinion, be necessary and for that purpose the Chief Medical Officer shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease no. Of outlets and change in the location of outlet included in the contract,

4.0 Resolution of Dispute

The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract.

However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

Jurisdiction of Courts :

All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

5.0 Force Majeure:

- 5.1** In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence.** Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

- 5.3** In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the CMO, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

6.0 Compliance with Statutes, Regulations:

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

7. Insurance:

- 7.1** The contract shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
a) personal injury and death
- 7.2** Policies and certificates for insurance shall be delivered by the contractor to the CMO or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 7.3** Alterations to the terms of insurance shall not be made without the approval of the CMO in charge or his nominee.

8.0 Time Extensions:

The Contractor may claim extension of the time limits in case of;

- i) Changes ordered by Deendayal Port Authority.
- ii) Force Majeure.
- iii) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

9 Time is the essence of the contract:

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by it's contractors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

10 Liquidated Damages:

- 10.1 In case of delay in commencing the outlets with the requirements mentioned in the tender, liquidated damages (LD) may be levied at the rate of Rs.1,000/- per outlet per day or part thereof for 07 days, Rs.5,000/- per outlet from 8th day to 15th day per day or part thereof, and Rs. 10,000/- per outlet per day or part thereof from 16th day till commencement of all the outlets.
- 10.2 If medicines supplied after next day, the liquidated damages (LD) may be charged (5% reduction) on the cost of that medicine will be levied i.e. MRP. However, on such medicine discount will be counted on MRP only.
- 10.3 The contractor will generate cash memo (not challan) and give to the DPA beneficiaries on the date of actual supply of medicines, failing which liquidated damages (LD) of Rs. 1,000/- for first incident, Rs.5,000/- for second incident and Rs. 10,000 for third and subsequent event **will be levied on monthly basis and will be recovered from the monthly bill of the contractor.**
- 10.4 In case any mis-match is found between the cash memo (not challan) generated by the contractor compared the prescriptions issued by DPA doctor (including part-time doctor) and the consolidated bill submitted for claiming monthly payment, a liquidated damages (LD) of Rs. 1,000/- for first incident per such mis-match, Rs. 5,000/- for second incident per such mis-match and Rs. 10,000/- for third and subsequent events **will be levied on monthly basis and will be recovered from the monthly bill of the contractor.** Hence, the contractor should be vigilant before submitting bills for the monthly payment.
- 10.5 When prescribed medicines of the approved Brand of medicine (Annexure-I read with Annexure-II and Annexure-IV) by DPA are not available with the contractor, the same will be procured from the market and supplied to the DPA beneficiaries by the contractor on the same day or very next day. However, except for any valid reasons like short supplies due to force majeure, natural calamities, emergent situations, etc., to be certified, this should be restricted to maximum three nos. of the total number of prescriptions in a month. In case such incident increases more than 3 occasions in any month, liquidated damages (LD) at the rate of Rs. 1,000/- for 4th incident in that month, Rs. 5,000/- for 5th incident in that month and Rs.10,000/- for 6th and subsequent incidents in that month will be recovered from the **monthly bill of the contractor.**
- 10.6 Further, in case the contractor is unable to supply the prescribed Brands of medicines (Annexure-I read with Annexure-II and Annexure-IV) to the DPA beneficiaries, except for any valid reasons like short supplies due to force majeure, natural calamities, emergent situations, etc., to be certified, liquidated damages (LD) of Rs.1000/- for first incident, Rs.5,000/= for second incident and Rs.10,000/- for third and subsequent incident will be imposed and such failure to arrange the medicine for 10 occasions in a year, the matter may be treated as breach of contract and the contract may be terminated at the discretion of DPA.
- 10.7 In any given day, the contract fails to open the outlet, liquidated damages (LD) at the rate of Rs.

10,000/- per day and part thereof for first incident, Rs.20,000/- per day and part thereof for 2nd second incident and R. 30,000.00 per day and part thereof for 3rd and subsequent incidents will be imposed.

- 10.8 Delay of an hour in opening of outlets and earlier closing of the outlets will attract a liquidated damages (LD) of Rs.1,000/- per hour and part thereof for 1st incident, Rs. 5,000/- per hour and part thereof for 2nd incident, Rs.10,000/- per hour and part thereof for 3rd and subsequent incidents which will be levied on monthly basis and will be recovered from the monthly bill of the contractor.
- 10.9 Any supply/sale of expired/physician sample medicine to DPA beneficiaries by the pharmacy will be treated as violation of this contract and liquidated damages (LD) of Rs. 25,000/- for 1st such incident, Rs. 50,000/- 2nd such incident and Rs. 1,00,000/- for 3rd and subsequent such incident will be levied from commencement till completion of the contract period. DPA may also consider for termination of contract in case of such repetitive incidents.
- 10.10 Before storing the Brands of medicines in the outlets, the contractor is mandatorily required to take the written approval of such Brands from Chief Medical Officer, who may approve the same based on the recommendation of a Committee of Doctors to be appointed by CMO, failing which it will be treated as breach of contract and liquidated damages (LD) of Rs. 1,000.00 for 1st incident, Rs. 5,000 for 2nd incident and Rs. 10,000.00 for 3rd and subsequent incidents, from commencement till completion of the contract period, till the written approval is obtained, will be levied. DPA may also consider for termination of contract in case of such repetitive incidents
- 10.11 The total medicines - which is required to be procured and supplied to DPA by the contractor for the indoor patients of DPA - are required to be supplied within 10 days from the date of requisition given by the DPA failing which LD at the rate of Rs. 500.00 per day till supply of complete requisitioned medicines are supplied to DPA and accepted by DPA.
- 10.12 If the port quarter - allotted to the contractors employees than a certificate shall be submitted by the contractor along with monthly bill that "the quarters allotted are occupied only by the working employees under this contract", failing which standard rent will be recovered.
- 10.13 If all the cash memo (not challan) issued by the contractor during the day are not deposited with the nursing sister of ward on the same day along with a statement, LD of Rs. 500.00 for 1st incident, Rs. 1,000.00 for 2nd incident and Rs. 5,000.00 for 3rd and subsequent incidents will be levied on monthly basis and will be recovered from the monthly bill of the contractor.
- 10.14 If it is noticed that the pharmacist - whose name included in the drug license issued in the favour of the contractor under Drugs & Cosmetic Act, 1940 - are not disbursing the medicines, LD of Rs. 1,000.00 for first incident, Rs. 5,000.00 for second incident and Rs. 10,000.00 for third and subsequent incidents will be levied on monthly basis and will be recovered from the monthly bill of the contractor.
- 10.15 If it is noticed that the contractor did not put the display board mentioned at clause no. 34 of Section-III, LD of Rs. 1,000.00 for first incident, Rs. 5,000.00 for second incident and Rs. 10,000.00 for third and subsequent incidents will be levied on monthly basis and will be recovered from the monthly bill of the contractor.
- 10.16 If it is noticed that the contractor did not put the display board mentioned at clause no. 38 of Section-III, LD of Rs. 1,000.00 for first incident, Rs. 5,000.00 for second incident and Rs. 10,000.00 for third and subsequent incidents will be levied on monthly basis and will be recovered from the monthly bill of the contractor.
- 10.17 There is no maximum monetary limit in recovery of liquidated damages (LD).

11.0 Variations:

11.1 Variation in Conditions of Contract:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract, if any, special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

11.2 Variation in Quantities of Schedule – B:

During the contract period, DPA can reduced or increase two nos. of outlets.

- 11.3** The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects.

12 Taxes & Deductions:

- 12.1 All taxes including GST, cesses, duties, etc., shall be borne by the contractor. Contractor/service provider/supplier etc. has to ensure timely & proper filling of statutory returns so as to keep indemnified the Deendayal Port Authority against all such liabilities arising out of this contract.
- 12.2 Deduction of any taxes/income tax at source/TDS on GST, etc., shall be made from any bill of the Contractor in accordance with the prevailing rules of Govt.
- 12.3 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Chief Medical Officer shall be conclusive.
- 12.4 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

13.0 Subcontracts:

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

14.0 Conduct:

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

15.0 Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the CMO giving all the details in writing. He shall also provide additional information about the accident as requested by the CMO.

16.0 Watch and ward:

During the contract period, it shall be the responsibility of the Contractor to arrange watch and ward of the outlets at his own cost. DPA will not be responsible for the same.

17.0 Termination:

- 17.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

If the Contractor fails to commence within the period as specified in the contract or any extension granted by the Board;

If the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

- 17.2 In case of termination of contract for default by the Contractor, the Employer may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.
- 17.3 The Employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- 17.4 Fundamental breaches of contract include, but shall not be limited to the following:
- a) The contractor does not open outlet for one day which has not been authorized by the CMO or his nominee.
 - b) The contractor becomes bankrupt.
 - c) The contractor has delayed the commencement of outlets by 60 days from date of issue of Letter of Intent **or any extension granted thereof.**
 - d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
 - e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
 - f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
 - g) If any medicines once stored in the outlets is removed without the prior written permission of CMO.
 - h) If **repetitive incidents** of the contractor storing Brands of medicines **which are not approve by CMO based on the recommendation of a Committee of Doctors to be appointed by CMO,** in the outlets opened for DPA.
 - i) **If repetitive incidents of** failure to arrange the prescribed medicine consecutively except for any valid reasons like short supplies due to force majeure, natural calamities, emergent situations, etc., to be certified.
 - j) If the contractor supply medicines manufactured by the company owned by the contractor or his family or group of companies.
 - k) If the medicines stored by the contractor in the outlet without written approval of the Chief Medical Officer **based on the recommendation of a Committee of Doctors to be appointed by CMO.**

- l) If the contractor fails to make written intimation to the DPA about the directly or indirect involvement in the business of manufacturing of medicines.
- m) If the contractor sells the medicines to outsiders other than DPA beneficiaries.
- n) If **repetitive incidents of** the pharmacist - whose name included in the drug license issued in the favour of the contractor under Drugs & Cosmetic Act, 1940 is found to be not disbursing the medicines to DPA beneficiaries on the outlets opened under this contract.

18. **Arbitration Clause:**

Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be as per the provisions of Arbitration and Conciliation Act, 1996, amended from time to time.

It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the CMO that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.

It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.

It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit there statement of claims and counter statement of claims.

Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

19.0 Indemnification:

The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

20. Chief Medical Officer or his nominee's Decisions

Except where otherwise specifically stated, the CMO or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

21. Delegation

The CMO or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

22. Communications

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

23 Employer's Obligation

- I. That for carrying out the above said service; DPA will provide the contractor with appropriate space in New Kandla, Gopalpuri, Adipur and Vadinar on chargeable basis. The contractor shall pay in time license fee for the space provided by DPA as per the applicable rules and rates applicable from time to time. The contractor is required to pay refundable deposit of Rs.20,000 and Rs.1,000.00 (non-refundable) per outlet towards electricity. The electricity bill will be raised charging the rates notified by DPA from time to time. For the outlets space, the contractor is required to pay refundable deposit of Rs. 50,000.00. (The deposits towards electricity and outlets will be released after successful completion of contract period after deducting any outstanding against the contractor).
- II. DPA will provide electricity on chargeable basis as applicable from time to time at commercial rates, subject to available. However, the contractor is required to keep generator in case of any emergency for which no cost will be borne by DPA.
- III. DPA will provide rooms at New Kandla, Adipur and Vadinar for opening of outlet as and where basis which needs to be furnished by the successful bidder.
- IV. **The contractor will issue medicines based on the prescription issued by doctors in DPA hospital/dispensary.** However, DPA is not giving any guaranteed volume of business.
- V. Subject to availability, port quarters will be allotted DPT on chargeable bases as per prevailing license fee, water charges, sanitation charges and electricity charges as per DPT Norms during the tenure of contract subject to availability and the same shall be handed over by contractor to DPA on completion of contract or when required by DPT, failing which standard rent as per prevailing DPT norms will be deducted and it will termed as breach of the contract. For allotment of port quarter, a refundable deposit of Rs. 40,000.00 for each quarter is required to be paid by the contractor. The contractor is required to pay refundable deposit of Rs. 20,000 and Rs. 1,000.00 (non-refundable) per port quarter towards electricity. The quarters will be allotted to the firms and not in favour of staffs engaged by the contractor. Hence, total responsibility will remain with the contractor. The supply electricity will be governed by Power Distribution Norms of DPT. The deposits towards electricity

and port quarter will be released after vacation of port quarter and after deducting any outstanding against the contractor.

VI. The allotment of port quarter will be done on the basis of recommendation of Chief Medical Officer mentioning the name of the persons and certifying that the said persons have been engaged by the contractor in the outlets opened under this contract. The Chief Medical Officer will be solely responsible for intimating Engineering Department if any of the persons engaged by the contract leave the job.

VII. On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Medical Officer.

24 Access to the outlets

The contractor shall allow the Chief Medical Officer or his nominee and any person authorized by him access to the outlets to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

25 Instructions

The contractor shall carry out all instructions of the CMO or his nominee which comply with applicable laws where the site is located.

26 Safety

The Contractor shall be responsible for the safety of all activities on the site/outlets.

27 Use of Contract Document:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

28 Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

29 Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.

30. Engagement of Labour:

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

31 Police verification of staff

The Contractor who has been awarded the work under this contract shall furnish necessary Police

Clearance Certificate in respect of character and antecedents of all staff engaged by them, before commencing the outlets.

The Contractor shall, if required by the CMO, deliver to the CMO a return in detail, in such form and at such intervals as the CMO may prescribe, showing the staff and numbers of the several classes of staffs from time to time employed by the Contractor on the outlets and such other information as the CMO may require.

Submission of Labour Reports by Every Fortnight :

The contractor shall submit, by the 4th and 19th of every month, to the CMO a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

- a. The number of labourers employed by him on the work.
- b. Their working hours.
- c. The wages paid to them.
- d. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- e. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the CMO shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

No Labour Below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.

32 No damage, hindrance or interference to the hospital activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the hospital activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

33 If applicable, the contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Gopalpuri, Kachchh in case he has to engage 10 or more staff on any day.

33. The contractor will allow the representative of DPA inside the outlets without any resistance and hindrance for the purpose of inspection of the outlets, medicines stocked by the contractor, audit of billing, accounts, registers, software, credential of the staff etc.

**Seal & Signature
of the contractor**

**Chief Medical Officer
Deendayal Port Authority**

SECTION –III

SPECIAL CONDITIONS

(These special conditions will supersede the General Condition and ITB wherever applicable)

1. ISSUANCE OF PRESCRIPTION BY DPA DOCTORS (INCLUDING PART TIME DOCTORS) AND ISSUANCE OF CASH MEMO (not challan) BY THE CONTRACTOR TO THE DPA BENEFICIARIES :

The contractor will indicate Name of Doctor, Name of patient, Medical card no., cash memo (not challan) no. and date, name of medicine, Pack, batch number, name of manufacturer, expiry date of medicines, Qty., MRP, discount on MRP, Taxable value & GST for the purpose of applicability of TDS on GST, and amount [i.e. (MRP-discount)*quantity] against each row on the cash memo (not challan) at the time of supplying the drugs to DPA beneficiaries against the prescription issued by the DPA Doctors (including part-time doctors). The amount of each row should be shown as sub-total i.e. after deducting the discount, grand total should be reflected on the cash memo (not challan). The cash memo (not challan) should be issued in triplicate through the software and it should auto reflect date and time of preparation of bill. The prescription will be generated and transmitted by DPA doctors (including part time doctors) through Hospital Management System of the Port, which will be integrated with the software for supply of medicine through Pharmacy of the contractor. No hand written cash memo (not challan) and prescription should be issued. No cash memo (not challan) and prescription without date and time will be considered for making payment to the contractor. The format of the cash memo can be changed by DPA as per the requirement.

2. PAYMENT TERMS:

In respect of medicine supplied directly to DPA beneficiaries

- (i) A bill (in triplicate) as well as software generated consolidated statement showing the location/outlet-wise details of the medicines supplied to DPA beneficiaries along with the cash memo issued to the DPA beneficiaries during the billing period should be submitted. The consolidated statement should consist columns such as Sr. No., Name of DPA beneficiaries, Medical Card No., Name of medicines, Cost of medicines, Name of DPA doctor (including part-time doctor), date of prescription by DPA doctor (including part-time doctor), actual date of supply by contractor during the billing period. The format of the statement can be changed by DPA as per the requirement.
- (ii) The contractor is required to submit a software generated statement showing the doctor-wise total amount of prescription issued by the DPA doctor (including part-time doctor) during the billing period. The grand total of the same should tally with the monthly claim of the contractor.
- (iii) The contractor will also submit the software generated soft copy (excel and pdf) of the above statements to DPA.
- (iv) If the port quarter is allotted to the person engaged by contractor for operating the outlets, the license fee, electricity charges will invariably be recovered from the monthly bill as the port quarter will be allotted to the firm and not to the individuals. No separate payments from individuals towards license fee and electricity charges will be acceptable. License fee and electricity charges will be deducted from monthly bills.
- (v) A certificate signed by Chief Medical Officer that :
 - (a) During the **monthly** billing period, there was no incident when the contractor stored un-approved Brands of medicines in the outlets under this contractor.
 - (b) During the **monthly** billing period, all the stored Brands of medicines have been approved by the Chief Medical Officer.
 - (c) During the **monthly** billing period, there is no reported incident where the contractor did not issue the cash memo (not challan) at the time of disbursing the medicines to the DPA beneficiaries.

- (d) There is no mis-match between the medicine and its cost shown in the cash memo (not challan), prescription and the consolidated statement submitted by the contractor for claiming the monthly payment.
- (e) The details mentioned from point no. (i) to (iv) has been received from the contractor.
- (f) During the **monthly** billing period, there is no incident where there was delay of an hour in opening of the outlets.
- (g) During the **monthly** billing period, there was no reported incident where the medicines of any cost were delayed after next day.
- (h) During the **monthly** billing period there is no reported incident where the contractor has failed in more than 3 occasions to supply DPA beneficiaries the prescribed medicines of the Brands approved by DPA.
- (i) During the **monthly** billing period, **the software provided by the contractor**, is as per the requirement mentioned in this tender and it is functioning to the satisfaction.
- (j) During the **monthly** billing period, the contractor has engaged minimum 02 nos. of qualified pharmacist at Gopalpuri and minimum 01 no. of pharmacist at New Kandla, Adipur and Vadinar having valid certificates issued by the competent authority.
- (k) During the **monthly** billing period, the contractor has paid the minimum wages as notified by the central government from time to time to the staff engaged by the contractor. (Details of the staffs such as name, age, designation, salary alongwith the bank statement showing payment of salary should be attached with the monthly claim.)
- (l) During the **monthly** billing period, there is no report incident where the contractor has sold expired medicines to the DPA beneficiaries.
- (m) During the **monthly** billing period, the insurance cover obtained by the contractor covers all the persons engaged by the contractor under this contract and the validity period of the insurance has not expired.
- (n) The contractor has cleared all the dues related to electricity, license fee and other charges for the usage of DPA property which are chargeable as per the tender condition.
- (o) All the cash memo (not challan) issued by the contractor during the day have been deposited with the nursing sister of ward on the next day alongwith a statement.
- (p) During the **monthly** billing period, the contractor has displayed the Board near the window of the outlets as required in clause no. 34 and 38 of the Section-III.
- (vi) The above documents para no. (i) to (v) are required to be invariably attached with the monthly claim bill submitted by the contractor.
- (vii) The contractor shall claim payment once in a month by submitting the bills (two copies) with 2nd and 3rd copies of the cash memo (not challan) along with prescription issued to the DPA beneficiaries and statements mentioned at Sr. No. (i) to (iii). The payment will normally be arranged within 2 to 3 weeks from the date of presentations/submission, however, no interest will be paid by DPA for any delay. Payment will be directly transferred to the bank account of the contractor/contract holder. No payment will be made by DPA to the contractor in respect of non-reimbursable medicines (except

mentioned in Annexure-II) and the contractor is required to recover the cost of such medicines directly from the DPA beneficiaries at the time of disbursement of such medicines.

- (viii) The payment will be released after deducting the discounts offered by the contractor on MRP to DPA as well as any liquidated damages (LD), security deposit and applicable taxes. The discount offered by the contractor on MRP will be applicable for DPA beneficiaries.
- (ix) No hand written cash memo (not challan) and prescription should be issued. No cash memo (not challan) and without auto reflected date and time will be considered for making payment to the contractor.

In respect of medicine supplied to DPA for indoor patients

In case of procurement and supply of medicines to DPA for indoor patients, the contractor will procure medicine (Annexure-III) on the basis of requisition mentioning quantity raised by ward Doctor duly counter signed by CMO. The contractor will submit the tax invoice in triplicate. The payment will be released as per actual basis after deducting the discount offered by the contractor and accepted by DPA under this contractor. The total medicines is required to be supplied by the contractor within 10 days from the date of requisition given by the DPA.

In this regard the contractor shall submit the bills (two copies) alongwith (1) the tax invoice received from the supplier of the medicine from whom indented medicines was procured by the contractor (2) the requisition issued to the contractor for purchase of the medicine.

The payment will be released on actual basis after deducting the discounts offered by the contractor under this contract on the amount mentioned in the invoice raised by the supplier as well as any liquidated damages (LD), security deposit and applicable taxes, if any.

In respect of medicine supplied to DPA beneficiaries referred to the contractor's own or group of companies hospital

The contractor will submit the bill in triplicate alongwith the referred letter issued by DPA, prescription of the hospital and cash memo (not challan). The payment will be released as per actual basis after deducting the discount offered by the contractor and accepted by DPA under this contractor. The payment towards medicines will be released as per actual (the cost towards non- reimbursable medicines will have to claimed by the contractor's hospital management directly from the referred DPA beneficiaries before their discharge) as well as any liquidated damages (LD), if any, security deposit and applicable taxes, etc. Other payment incurred towards room rent etc., will be released as per the policy of DPA.

3. CONTRACTOR'S OBLIGATIONS

The contractor shall provide allopathic, Ayurvedic, Homeopathic Medicines of the Brands approved by DPA (Annexure-I read with Annexure-II and Annexure-IV) from time to time on the basis of prescription issued by DPA doctors (including part time doctors) to the DPA beneficiaries through outlets in New Kandla, Gopalpuri, Adipur and Vadinar.

In case, the contractor is having its own or group of companies' functional hospital, the contractor will extend the discount rate accepted by DPA under this contract for the referred DPA beneficiaries getting treatment from such hospital.

The contractor will also purchase and provide medicines (Annexure-III) from time to time to DPA for the indoor patients. It will not be one time procurement and the procurement will be repeated as per the requirement of DPA.

The software used by the contractor should give real time availability of stock of the medicines. The details should consists name of medicine, Brands of medicines, available quantity, procurement and expiry date. The contractor will give the permission for integration of their software with the Hospital Management System of the Port through API and the API should be provided by the contractor. The integration should be completed before the commencement of the pharmacy as per the LOI. The format of prescription will have provisions for entering Name of patient, gender, his/her age, relation of the patient with DPA employee, the organization from where the patient belongs i.e. DPA/CISF/others, Medical Card no., name of medicine (through drop down facility as well as writing on blank space), quantity of the medicine, name of doctor. The date and time of generation of prescription will be auto reflected without any manual interference. Once the prescription is generated by the DPA Doctor (including part time doctor), it will pop up in the in-box of the system of the contractor. The patient will come to the outlet and ask for disposal of medicine by stating name and medical card no. The software should show the details of prescriptions pending for generation of cash memo (not challan).

The contractor will share necessary details so that the software used by the Port can be accessed by the software used by contractor.

If any person - engaged for operating the outlets to whom the port quarter has been allotted to the contract - leaves the job, the contractor is required to make a written intimation of the same to Chief Medical Officer.

All the cash memo (not challan) issued by the contractor during the day should be deposited with the available nursing sister of ward on the same day along with a statement showing the Sr. No., cash memo (not challan) no. and date, Name of the DPA beneficiary and amount. While accepting the same, the nursing sister will put signature with date and time. The concerned nursing sister of ward will hand over the same to in charge Senior Medical Officer on the next working day.

4. ENGAGEMENT OF STAFF AND MAINTENANCE OF THE OUTLET ETC.

i. The contractor shall have to open outlets in New Kandla, Gopalpuri, Adipur and Vadinar at the place designated by Deendayal Port authorities (the space is to be provided by DPA) on payment of license fees, electricity and water charges. The contractor shall have to supply medicines to the bonafide DPA beneficiaries strictly as per prescription issued by authorized Medical Officers of Deendayal Port without charging any payment from such DPA beneficiaries. However, the cost of non-reimbursable medicine (except given in Annexure-II) will be recovered by the contractor from the DPA beneficiaries at the time of disbursement of medicines.

ii. Minimum 02 nos. of pharmacist at Gopalpuri hospital and minimum 01 no. of pharmacist at New Kandla, Adipur and Vadinar with Pharmacy qualification and proper valid registration certificates under Pharmacy Council, physically fit for duty & free from alcoholic habits - should be available for identifying and dispensing medicines to be supplied to the DPA beneficiaries during the Dispensary working hours. The contractor can also supply medicines to the persons other than those mentioned herein, however, first preference will be given to DPA beneficiaries.

iii. The staff of the contractor engaged for operating the outlets must maintain all discipline and should not be a cause of disturbance of any form or nature and the contractor will be responsible for the conduct of his staff as engaged by him.

iv. The contractor will be required to open an outlet in New Kandla, Gopalpuri, Adipur and Vadinar at the place designated by Deendayal Port authorities and the medicines shall be provided through the outlet immediately on submission of prescription of DPA doctors (including part time doctors).

v. The contractor will comply with all statutory provisions governing such business. The contractor shall also comply with provisions of labour Laws and Drug laws in respect of staff and transaction in outlets. Deendayal Port Authority will in no way be held responsible for any such lapses.

vi. Any medicines, which the Chief Medical Officer, based on the recommendation of a committee of doctors appointed by CMO, doesn't want it to be stored or kept in the outlet, should not be stored or kept in the outlet.

5. Bid Evaluation Methodology:

The employer will evaluate and compare only the bids determined to be responsive. The highest percentage of discount offered on printed maximum retail price (MRP) of the medicines in the Price-Bid shall be the basis for deciding the successful bidder.

6. DELIVERY OF MEDICINES:

- a. The delivery of medicines in most cases will be made instantly through the outlet. On rare occasions it shall be made available the same day or latest by next day. In case of emergency, the medicine may be delivered at the residence of the patients at New Kandla, Gopalpuri, Adipur and Vadinar, as directed by the Medical Officer.
- b. In respect of indoor patients, the contractor is required to deliver the medicine to the concerned patients on the designated bed of the hospital. The communication in this regard will be given by nursing sister of ward.

7. QUALITY & QUANTITY OF MEDICINE:

The supplied medicines should not be of sub-standard or spurious or beyond its expiry period. The Competent authority from time to time will pick up randomly few medicines stored in this outlet and send for analysis the respective companies for checking genuinity of medicines. Any such lapses will be viewed very seriously besides any other appropriate legal action as may be deemed fit by Deendayal Port Authority.

8. LIFE PERIOD

The medicines as supplied should have normally the shelf life one year or more. In rare cases, shelf life up to six months is acceptable.

9. The contractor has to open an outlet in New Kandla, Gopalpuri, Adipur and Vadinar at designated place and supply medicines by pharmacists {(1)whose names (two pharmacists) are included in the drug license issued in the favour of the contractor under Drugs & Cosmetic Act, 1940 and rules thereunder for Gopalpuri Hospital, (2) name of single pharmacist included in the drug license issued in the favour of the contractor under Drugs & Cosmetic Act, 1940 and rules thereunder for New Kandla, Adipur and Vadinar}} in all the outlets opened under this contract against prescription issued by the DPA doctors (including part time doctors), failing which it will be termed as breach of contract. The pharmacist engaged by the contractor will be available on the window of the outlets to dispense the medicines to the DPA beneficiaries.
10. Contractor shall not sell any item other than medicines for which contract has been awarded. The contractor cannot sell the medicines to outsiders other than DPA beneficiaries, failing which it will be treated as breach of contract.
11. The contractor will be responsible for safe custody of the medicines to be kept in the outlet. Deendayal Port Authority will not be responsible for the security of the outlet. The contractor may insure the material inside outlet at his own cost.

That for the assigned work, the contractor shall deploy medically and physically fit persons. The contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.

12. That the contractor shall submit details, such as names, parentage, residential address, age, etc. of the persons deployed by him in the outlets. For the purpose of proper identification of the employees of the contractor deployed for the work, he shall issue identity cards bearing their

photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

13. That the contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
14. That the contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the DPA indemnified from all acts of omission, fault, breaches and/or any claim, demand, loss, injury and expense arising out from the non-compliance of the aforesaid statutory provisions. contractor's failure to fulfil any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-laws or rules framed under or any of these, DPA shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demand, loss or injury, from the contractor's monthly payments.
15. The contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of DPA.
16. The contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract and ensure that no such person shall create any disruption/hindrance/problem of any nature either explicitly or implicitly.
17. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the contractor and/or loss/damage if any sustained by the Employer on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the contractor.
18. That the contractor shall keep DPA indemnified against all claims whatsoever in respect of the employees deployed by the contractor. In case any employee of the contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the contractor to contest the same. In case DPA is made party and is supposed to contest the case, DPA will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the contractor to DPA on demand. Further the contractor shall ensure that no financial or any other liability comes on DPA in this respect of any nature whatsoever and shall keep DPA indemnified in this respect.
19. The contractor shall further keep DPA indemnified against any loss to the DPA property and assets. DPA shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the contractor under this contract.

That the contractor shall ensure that the persons so deployed do not allow any property of DPA to be taken out of the premises without a Gate Pass signed by the designated officials of DPA. As a safeguard against any dishonesty, connivance and/or ulterior motive, the specimen signature of the officials designated and authorized to sign the Gate Pass will be intimated in writing to the contractor along with subsequent changes, if any. The Chief Medical Officer shall make suitable arrangement to ensure compliance.

That the contractor shall report promptly to DPA any theft or pilferage that takes place or where any attempt is made to that effect and loss, if any. It shall be the sole responsibility of the contractor to ensure security and safety of his men and materials. If any theft pilferage takes place due to any reason, DPA shall not be liable. However, if any loss is caused to the properties of DPA on account of dishonesty, and/or due to any lapse on the part of the contractor or his worker, the contractor shall make good on demand the loss to DPA.

The contractor is required to hand over the rooms and land in its original position on completion of work.

Commencing the outlet within 60 days from the date of issue of Letter of Intent.

20. Opening Timing of Outlets

The timing of outlet at Gopalpuri and Vadinar Hospital will be from 08.00 am to 08.00 pm. The timing of outlets at New Kandla and Adipur will 09.00 am to 06.00 pm and 04.00 pm to 08.00 p.m. respectively.

However, in case of any emergency, the contractor is bound to supply medicines by opening of the outlets. The said timing may be changed during the contract period as per the instructions issued by CMO from time to time which will be binding on the contractor.

Before opening and closing of the outlets, the contractor will inform nursing sister of ward about the same on daily basis and she will make necessary entries in separate register.

The outlets will be kept opened all days during the contract period.

21. The contractor will have to maintain sufficient stock of medicines of the Brands as communicated by DPA in writing from time to time (Current approved list of Brands of medicine is given at Annexure-I read with Annexure-II and Annexure-IV) at all times to avoid inconvenience to DPA beneficiaries availing medical benefits from Port Hospital, failing which it will be treated as breach of contract.

Approved brands and lists of medicines provided in the annexures to the tender shall be reviewed on quarterly basis by a panel of doctors. Terms of reference of the panel shall be for addition, deletion, substitution of medicines and brands in the Lists/Annexures provided in the tender. The panel shall submit its recommendation to the CMO who will approve the same and then it shall come in force.

22. Medicine prescribed should be supplied without any substitute.
23. DPA can allow other contractor to open outlets for supply of medicines in the same or any other locations during the currency of the contract.
24. DPA will provide a statement containing non-reimbursable medicines to the contractor and same will be updated from time to time.
25. The firm shall give unequivocal acceptance of the LOI within 7 days of receipt of the same.
26. The DPA will in no way be responsible for unsold medicines/ sales turnover in the outlets and the contractor is responsible for proper replacement of medicines before expiry.
27. DPA reserves the right to inspect the medicines, stocks, documents and software of the contractor any time any day without prior information. The contractor has to co-operate with auditors and internal/external vigilance team accompanied by authorized DPA representatives.
28. During the contract period, all the medicines, any valuables, moving and non-moving items will be the sole responsibility of the contractor. Even for any closed days of outlets, DPA will not be responsible in any way for the safety and security of anything lying in the outlets operated by the contractor.
29. In cases of the medicines prescribed by the DPA doctor (including part-time doctor) is not in the approved list of Brands of Medicines, the same is allowed to be supplied by the contractor with the seal and signature of the Chief Medical Officer. Such reimbursement of cost of such medicines is required to be shown separately by the contractor.
30. In any circumstances, in order to avoid the aspect of conflict of interest, the Brands of medicine manufacture by the contractor and his group of companies will not be approved by DPA as Brands of medicine for inclusion in Annexure-I read with Annexure-II and Annexure-IV.
31. If during the contract period, the contractor gets involved in the business of manufacturing of

medicines, the contractor will immediately make a written intimation of the same to the DPA failing which it will be termed as the breach of the contract and the contract may be terminated at the discretion of DPA.

32. The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to commence the outlets within of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
33. The employer, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

34. COMPLAINT REDRESSAL MECHANISM

All the written complaint will be addressed to PA TO CMO.

The complainant will address his/her complaint in writing to PA to CMO or through email cmo@deendayalport.gov.in.

PA to CMO will bring the notice of such complaints once in 07 days to Chief Medical Officer through e-office.

On the instruction of CMO through e-office, PA to CMO will make necessary communication to the contractor in writing asking for the root cause of the complaint and timely redressal by giving a timeline of 07 days.

After receiving the compliance of the complaint from the contractor, the same will be forwarded by PA to CMO to two senior level doctors (as decided by CMO) for going through the same and visiting the outlets and make necessary enquiry for confirming the redressal of complaint to their satisfaction. Accordingly, a joint report will be submitted to PA to CMO through e-office.

PA to CMO will forward the compliance of the contractor and joint report to CMO. If CMO is satisfied with the joint report, the issue will be closed by clearly showing satisfaction of CMO. If CMO is not satisfied, further instruction will be issued to the Sr. Level doctors through e-office. If the complaint is not resolved to the satisfaction of the Chief Medical Officer, the matter will be brought to the notice of the Chairman through FA & CAO, Secretary and Dy. Chairman for initiating suitable action against the contractor as per the tender condition.

After receiving the written complaint, all the internal communication within DPA will be made through e-office only.

PA to CMO will be responsible to submit a three monthly report to the Chairman through CMO, Secretary, FA & CAO and the Dy. Chairman in e-office.

PA to CMO will be responsible to keep print outs of all such communication and maintain a separate file for the purpose of audit and review.

The contractor will fix a following display board (in english/hindi/gujarati languages) near the window all outlets as under :

**THE CONTRACTOR IS BOUND TO GIVE CASH MEMO (NOT CHALLAN) AGAINST THE
PRESCRIBED MEDICINES, KINDLY INSIST FOR THE CASH MEMO**

**IF THE MEDICINES ARE NOT SUPPLIED BY NEXT DAY KINDLY LOGDE
COMPLAINTS TO THE FOLLOWING PERSON :**

Kindly give written complaints/suggestions

Name : _____

Designation : PA to CMO

Room No. :

Email: cmo@deendayalport.gov.in

35. During the contract period, the Chief Medical Officer will appoint any medical officer (regular) as Nodal Officer for the purpose of monitoring and ensuring efficient running of outlets during the contract period. He will be responsible for ensuring compliance of the conditions of the tender, counter signing the bill of the contractor for releasing payment in favour of the contractor.
36. The contractor will not sell the medicine having less than 02 month's expiry period. Such medicines are required to be removed from the stock of the medicines and take out of the premises of the DPA hospital with the written approval of the CMO
37. During the contract period, DPA can continue to open and run internal own pharmacies.
38. The contractor is required to affix a display board near the window of all outlets showing the list of approved Brand of medicine (Annexure-I) approved by the DPA from time to time during the contract period.

**Seal & Signature
of the contractor**

**Chief Medical Officer
Deendayal Port Authority**

SECTION
IV FORMS
OF BID

Part – I

To be submitted by Bidders with their Bids

NOS. OF FORMAT	NAME OF FORMS/FORMAT
1	Specimen of Application
1(A)	Specimen Bank Guarantee for Earnest Money Deposit (EMD)/Bid Security
2	Financial Stability of bidders
3	Format of declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Integrity Pact
7	Undertaking
8	Details of existing outlets of the bidder in Indian during last five years

Part – II

To be used by DPA and successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
9	Letter of intent
10	Form of Agreement
11	Specimen bank guarantee of Performance Guarantee/Security Deposit
12	Letter of authority from bank for all BGs
13	Format of Extensions (Part – I)
14	Format of Extension (Part-II)
15	Guideline on banning of business dealings

Form -1
Tendering Forms
SPECIMEN OF APPLICATION
(To be executed on bidder's letter head)

To
The Chief Medical Officer
Deendayal Port Authority
(Address_____)

Pin Code:_____

Dist- Kutch (Gujarat)

We, the undersigned, declare that:

(a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide

(b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(insert No.)**

(c) our tender shall be valid for the period of 120 days , from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.

(d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.

(e) No Joint Venture / Joint Venture.

(f) Our firm, its affiliates or subsidiaries- including any contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.

(g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

(h). We understand that you are not bound to accept the highest evaluated tender or any other tender or you can also split the work that you may receive. We also make a specific note of clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name:[insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

Dated on _____ day of _____, _____(insert date of signing)

FORM 1(A)

Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on non-Judicial Stamp Paper of applicable value]

(Bank's name and address of Issuing Branch or Office)

Beneficiary: _____ (Name and Address of Employer/Board)

Date: _____

Tender Guarantee No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless other wise extended or informed by the Employer/ Board:

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]

DETAILS OF FINANCIAL STABILITY

1. THE AVERAGE ANNUAL FINANCIAL TURN OVER OF THE APPLICANT IN THE LAST THREE YEARS ending 31st march of previous financial year should not be less than Rs. 6.75 Cr. as certified by a practicing Chartered Accountant. (ATTACH COPIES OF AUDITED ACCOUNTS).

Sr. No.	Year	Turn Over
1.	2020-21	
2.	2021-22	
3.	2022-23	

2. NAME AND ADDRESS OF THE BANKERS OF THE CONTRACTOR

SIGNATURE OF TENDERER

FORMAT FOR DECLARATION
(To be executed on bidder's Letter Head)

To. _____ (Project
title) Ref: _____

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

The information furnished in our bid is true and accurate to the best of my knowledge.

That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.

When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.

We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.

(f) We also declare that, our firm has not been banned / de-listed by any government or PSUs.

We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date: _____

Place: _____

Name of Applicant: _____

Represented by (Name & capacity) _____

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

(To be executed on Rs.100/- non Judicial Stamp Paper)

The

Dear Sir,

We do hereby confirm that Shri (Name, designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you {copy of board resolution attached (in case of company)} for tender no_____ for the work of_____and his specimen signature is appended here to.

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the employer/Board shall be deemed to have been done with us in respect of this Tender.

[specimen
signature]

Yours faithfully,

Signature: _____

Name & Designation:

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: however, the bidders to note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer) Dated on ___ day of _____, _____ (insert date of signing)

INTEGRITY PACT

Between

Deendayal Port Authority (DPA) hereinafter referred to as "**The Principal**"

and

..... (Name of The bidders and consortium members) hereinafter referred to as "**The Bidder / Contractor**"**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

Section 8 - External Independent Monitor

- (1) The Principal appoints Shri Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) as Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take

corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue be valid despite the lapse of this Pact as specified above, unless it is discharged / determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 6 months of the award of the contract.

Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(Office Seal)


CHIEF MEDICAL OFFICER
DEENDAYAL PORT AUTHORITY

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Place : Gandhidham Date :

____/____/20

26/10/2023

Witness-1: (From principal side)
(Name & Address) _____

Don
26/10/23

(DR. SUNIL KUMAR)

Witness-2 : (From bidder/contractor side)
(Name & Address) _____

3. The bidder has to execute Integrity Pact agreement with Deendayal Port Authority and Shri S.K. Sarkar IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) has been nominated as Independent External Monitor and respectively. for the Integrity Pact whose address is as under:
4. Shri S.K. Sarkar, IAS (Retd.)
B-104, Nayantara Aptt.,
Plot 8 B, Sector-7, Dwarka,
New Delhi - 110 075.
Mobile No. 9811 49324
Email : sksarkar1979@gmail.com
5. Shri Saudrabh CHandra, IAS (Retd.)
A-9, Sector - 30,
Noida (U.P.) - 201 201.
Mobile no. 9871 322133
Email : saurabh7678@yahoo.co.in

**UNDERTAKING
(DULY NOTARIZED ON THE NON JUDICIAL STAMP PAPER OF RS. 300.00)**

(1) I/We, _____ (name of the bidder) do hereby confirm that I/we or my /our family or our company and group of companies are involved/not involved (strike off which is not necessary) directly or indirectly in the business of manufacturing of medicines.

(2) The Brand of the medicine manufacture is _____ (if applicable). The address of the manufacturing unit is _____ (if applicable). (Strike off if point no. 2 is not applicable)

(3) I/We, _____ (name of bidder) do hereby confirm that if during the contract period I/we, or my /our family or our company and group of companies involve in the business of manufacturing of medicines directly or indirectly, it will be immediately informed to the DPA, failing which the contract may be terminated.

(4) I/We, _____ (name of bidder) do hereby confirm that if the list of Brand approved by the DPA is inclusive of any brand manufactured by my/our company, company owned by my/our family or our group of companies, I/we will make suitable communication to DPA for exclusion of such Brand from the list.

(5) We do hereby understand that if above declaration is proved to be false, DPA reserves the right to terminate the contract and debar us for a period of three years from participating any tender floated by DPA as well as forfeiting the performance security/Bid Security (both or whichever is available at the disposal of DPA).

Seal and signature

<u>Witness no 1</u> Name Address	<u>Witness no 2</u> Name Address
---	---

Form – 08

Details of existing functional outlets owned by bidder in Indian
during last five years:

Sr. No.	Full postal address where pharmacy is operating	Period from	Period to
Note: The bidder is required to submit valid Municipality Shop Act License for each functional outlets as declared above by the bidder.			

Seal and signature of the bidder

Form-9

LETTER OF INTENT

(On the letter head paper of the Deendayal Port)

Date:

To: _____
(Name & address of
contractor)

Dear Sir,

Sub: Tender No.
Title of Tender

Ref: Your Bid Dated
And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for supply of the _____ (name of the contract and identification number, as given in the instruction to bidders) for the subject Contract with uniform discount at the rate of _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (21) days of the receipt of this letter of intent and valid up to two months from the date of completion of contractual obligations, and also sign the contract agreement within (14) days of the receipt of this letter of intent, failing which action as stated in the tender document will be taken.

Detailed work order will follow. Please acknowledge receipt.

Yours faithfully

Chief Medical Officer

**FORM OF AGREEMENT (FOR EXECUTION OF
WORK)**

(To be executed on ₹300.00 non-judicial stamp paper)

[The successful tenders shall fill in this form in Accordance with the instructions indicated]

This agreement made of this _____ day of _____ Two
Thousand between the Board of Deendayal Port Authority, a body corporate under Major Ports
Authorities Act, 2021 have its Administration Office Building at Gandhidham (Kutch) (hereinafter
called the 'Board' which expression shall unless excluded by or repugnant to the context , be
deemed to include their
successors in office) of the one part and _____ (Name and address of all the partners
if a
partnership with all their address) hereinafter called the 'Contractor' which expression shall
unless excluded by or repugnant to the context be deemed to include his / their heirs, executors
, administration , representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work
of _____

_____ and whereas the contractor has offered to execute and complete such work.

Whereas the contractor has deposited a sum of Rs. _____ (Rupees _____

_____ only) as security deposit in the form of _____
Guarantee/FDR/Digital transfer for the due fulfillment of all the conditions of the

contract. NOW THIS AGREEMENT WITHINESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
 - i) Notice inviting tender.
 - ii) Technical specifications.
 - iii) Special conditions of contract.
 - iv) Tender submitted by the Contractor.
 - v) The Board's "Drawing".
 - vi) The schedule items of work with quantities and rates.
 - vii) Any correspondence made between the Chief Medical Officer and the Contractor after opening of the cover – I as regards to contain clarifications/details called for vice versa.

viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover – I'.

ix) Bank Guarantee/FDR/Digital Transfer for security deposit.

3. The Contractor hereby covenants with the Board to complete the work of _____ in conformity in all respects, with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of supply cost of medicines with the agreed discount of ____% (____Percentage only) at the time and in the manner prescribed of the contract.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:

Witness

1. Name & Address_____

Signature of Contractor
Seal

2. Name & Address_____ Seal

Signed, sealed and delivered by Shri _____ on behalf of the Board in presence of

1. _____

Chief Medical Officer

2. _____

Deendayal Port Authority

The common seal of the Board of Deendayal Port Authority affixed in the presence of:

1. _____

2. _____

Secretary
Deendayal Port Authority

Form-11

SPECIMEN BANK GUARANTEE PERFORMANCE GUARANTEE/SECURITY DEPOSIT

(to be executed on non-judicial Stamp Paper of applicable value)

To,

The Board of Deendayal Port
Authority, Deendayal Port Authority
A.O. Building, P.O.Box
No.50, _
Gandhidham-Kutch.

1. In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt _____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide

_____ (Name of the Department)'s letter No. _____ Date _____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address)

_____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board starting that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

3. We, _____ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our

obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

8. We, _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);

(b) This Bank Guarantee shall be valid upto _____; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____(date of expiry of Guarantee)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 2023

For (Name of Bank)

(Name
)
Signature

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
Chief Medical Officer,
Medical Department,
Gopalpuri Hospital,
Gopalpuri Colony,
Gopalpuri – 370 201

Sub: Our Bank Guarantee No. _____ dated _____ for Rs. _____ favoring yourselves
issued on a/c of M/s. _____ (Name of contractor)

Ref: MH/SP/Outsource/2023-24/ _____ dated ____ / ____ /2023
.....

Dear Sir,

We confirm having issued the above mentioned guarantee favoring yourselves, issued
on account of M/s. _____ validity for expiry upto date _____ and claim expiry
date _____
upto _____ We also confirm 1) _____ 2) _____
_____ is/are empowered to sign such Bank Guarantee on behalf of the Bank
and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

Note: Reference of DPAs letter seeking confirmation must invariably be mentioned by the bank in confirmation letter.

Form of application by the Contractor for seeking extension of time for commencement of outlets

Part – 1

Name of Contractor

Name of work as given in the

agreement Agreement No.

Estimated amount put to tender

Date of commencement of work as per agreement

Period allowed for completion of work as per

agreement Date of completion stipulated in

agreement

Period for which extension of time has been given previously:

(a) 1st extension vide EE's No. Dated Month Days

(b) 2nd extension vide EE's No. Dated Month Days

(c) 3rd extension vide EE's No. Dated Month Days

(d) 4th extension vide EE's No. Dated Month

Days Total extension previously given.

Reasons for which extensions have been previously given (Copies of the previous application should be attached)

Period for which extension is applied for

Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

Serial No.

Nature of hindrance

Date of Occurrence

Period for which it is likely to last

Period for which extension required for this particular hindrance Overlapping period if any, with reference to item.....

Net extension applied for

Remarks, if any.

Total period on account of hindrance mentioned above.....

Month Days

Extension of time required for extra

work Details of extra work and amount involved:

Total value of extra work

Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

Total extension of time required for 11 & 12

Submitted to the Sub-Divisional Officer.....

**Signature of
Contractor Dated:**

**APPLICATION FOR EXTENSION OF TIME TO CONTRACTOR FOR COMMENCEMENT
OF OUT LETS**

PART II

(To be filled in by the Sub-Divisional Office)

Date of receipt of application from Contractor for the work of in the Medical Department.

Acknowledgement issued by Asstt. Medical Officer. vide his No.....dated Remarks of Asstt. Medical Officer

(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he does not recommend the extension, reasons for rejections should be given.)

Signature of
AMO Dated:

(To be filled in by the Medical Department)

Date of receipt in the Divisional Office.

AMO remarks regarding hindrances mentioned by the Contractor.

Serial No.

Nature of

hindrance Date

of occurrence

Period for which hindrance is likely to last

Extension of time applied for by the
contractor Overlapping period, if any,
giving reference to items which overlap.

Net period for which extension is
recommended Remarks as to why the
hindrance occurred

and justification for extension recommended.

Assistant Medical Officer's recommendations:

(The present progress of the work should be stated and whether the work is likely to be completed by the date upto which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

HODs recommendation/approval

Signature of CMO_____

Date:

GUIDELINES ON BANNING OF BUSINESS DEALINGS
(Effective from 01/01/2023)

DEENDAYL PORT AUTHORITY
(Formerly known as Kandla Port Trust) GANDHIDHAM -
KUTCH - GUJARAT - 370 201.

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1. Introduction

- 1.1 "Board" of Deendayal Port Authority (DPA) constituted by the Central Government in accordance with sub-section (1) of section 3 of the Major Port Authorities Act, 2021, has to ensure preservation of rights enshrined under the above Act. DPA has also to safeguard its commercial interests. DPA is committed to deal with Agencies, who have a very high degree of integrity, commitment and sincerity towards the work undertaken. It is not in the interest of DPA to deal with Agencies who commit deception, fraud or other misconduct while participating in tenders/in the execution of contracts awarded/orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on DPA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity for hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.3 The objective of these guidelines is to have a common procedure for Banning of Business Dealings with Agencies across the Company.

2. Scope

- 2.1 These guidelines are applicable to the sale and procurement of goods & services including contracts / projects across all the Departments and Divisions of DPA.
- 2.2 The General Conditions of Contract (GCC) of DPA provide that DPA reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3 Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.4 However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Board (DPA) to take action / decision under these guidelines in appropriate cases.
- 2.5 The procedure for (i) Board wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc.

Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' in the context of these guidelines is termed as 'Agency.'

- ii. 'Inter-connected Agency' shall mean two or more companies having any of the following features:

- If one is a subsidiary of the other;
- If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
- If management is common;
- If one owns or controls the other in any manner;
- If the agencies have same authorized signatory (ies)
- If they have the same address/same Permanent Account Number / same Bank Account Number / common email ID.

Note: This list is only illustrative in nature.

- iii 'Competent Authority' and 'Appellate Authority' shall mean the following:

Area of Banning / Suspension	Competent Authority	1st Appellate Authority	2nd Appellate Authority
Board-wide banning	HoD of the Board	Chairman, DPA	--
Banning / Suspension of business dealings with Foreign supplier of imported coal & coke	HoD's Committee	Chairman, DPA	DPA Board**
Board wide Suspension of business dealings with Agency	Officer nominated by Chairman of Board. For Department headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--
Board wide Hold on participation of the Agency in Tenders #	Officer nominated by Chairman of Board. For Departments headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board. For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--

*** For Board – The nominated officer shall be a Direct Reporting Officer (DRO) not below the rank of Head of the Department for "Competent Authority" for the purpose of suspension of business dealings with the Agency as well as for Board wide Hold on participation of the**

Agency in tenders under these guidelines. For Corporate Office, in case of procurement of items / award of contracts to meet the requirement of Corporate Office only, Head of Department shall be the Competent Authority and HoD concerned shall be the Appellate Authority. The Management of Subsidiary shall define /appoint the "Competent Authority", Appellate Authority & Standing Banning Committee in their respective cases.

This provision for Hold on participation of the Agency in tenders shall be applicable only in such case where Standing Banning Committee recommends for keeping on Hold the participation in tenders and which shall be limited to particular Department / Division.

** This would be applicable only in cases of banning of business dealings with Foreign Suppliers of imported coal and coke

iv) 'Investigating Department' shall mean any Department or Division investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

4. Initiation of Banning/Suspension

Action for banning/suspension of business dealings with any Agency should be initiated by the Concerned Department such as Indenting / Contracting / Executing Departments, etc. having business dealings with Agency or by the department which floated the tender (in case where the tenderer has committed deception, fraud or other misconduct) subsequent to noticing the irregularities or misconduct on their part.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.

5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

Further to the suspension, the investigation, recommendation by the Standing Banning Committee (SBC) and final decision by the Competent Authority to be completed within six months from order of suspension.

5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would

be valid only for the concerned Board.

- 54 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.
- 55 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure :-
- i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.
 - ii) The complaint against any foreign supplier shall be investigated by Board or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of DPA to continue to deal with such Foreign Supplier, pending investigation, the recommendation on such matter by Investigating Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following:
 - 1. Head of Finance Department,
 - 2. Head of Department
 - 3. Head of Law / Legal DivisionThe committee shall expeditiously examine the report; give its comments / recommendations within twenty one days of receipt of the reference by DPA.
 - iii) The comments / recommendations of the Committee shall then be placed before DPA Board's Committee. If DPA Board's Committee decides that it is a fit case for suspension, Board's Committee shall pass necessary orders which shall be communicated to the foreign supplier by Head of Department.
- 56 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 57 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority with approval of Head of the Department may extend the period of suspension by another three months, during which period the investigation must be completed.

6. Grounds on which Banning of Business Dealings can be initiated

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;
- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner

of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;

- 6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;
- 6.6 If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents;
- 6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.10 Wilful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;
- 6.11 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.
- 6.15 If the Agency resorts to unauthorized sale of materials purchased from the Board.
- 6.16 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

(Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).

No experience certificate shall be issued by Engineer-in-charge/Executing Authority against the contract to the Agency found to have submitted forged/fabricated documents/indulged in corrupt/fraudulent practices.

7. Banning of Business Dealings.

- 7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.
- 7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings". However, for procurement of items / award of contracts, to meet the requirement of Board only, the Committee shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.
- 7.3 The functions of the Standing Banning Committee shall, inter-alia include:
- i) To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.
 - ii) If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show- cause notice.
 - iii) To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
 - iv) To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide Hold on participation of the Agency in tenders or exoneration.
- 7.4 If banning is recommended by the Standing Banning Committee of any Department / Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department / Division, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for banning, then the case with detailed reasons shall be sent back to the respective Department / Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order:
- a) For exonerating the Agency if the charges / allegations are not established;
 - b) For banning the business dealings with the Agency or
 - c) For putting on Hold the participation of the Agency in tenders in the concerned Department / Division.
- 7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the

overall interest of DPA, endeavour should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.

- 7.6 If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Departments of DPA.
- 7.7 The Banning period may range from 1 year to 3 years depending on the gravity of the case as decided by the Competent Authority. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities / lapses committed / termination of contract due to poor performance, etc. However, in case of fraud / forgery / corrupt / fraudulent practice or tampering of documents by the Agency as given in para 6.7 above, the period of banning to be imposed on the Agency would be three years. The period of suspension, if any, shall be accounted for up to a maximum of 6 months in the period of banning provided the banning order is issued within the period of suspension.
- 7.8 As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract) / new offers of the Agency shall not be entertained during the period of banning. In addition, if the Agency has been banned under provisions of Para 6.7, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Chairman / HoD where the exigency to continue the contract has been clearly brought out.
- 7.9 In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Department / Division. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.
- 7.10 Procedure for Banning of Business Dealings with Foreign Suppliers.
- i) Banning of the Agencies shall apply throughout the Company including Subsidiaries.
 - ii) The complaint against any Foreign Supplier shall be investigated by Head of Department of DPA or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of Department of DPA to place it before a Committee referred at 5.5 (ii) above. The Committee shall examine the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.
 - iii) The comments / recommendations of the Committee shall be placed by Head of Department before DPA Board's Committee constituted for the above purpose. If DPA Board's Committee decides that it is a fit case for initiating banning action,

it will direct Chairman of DPA to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show-cause notice or reasonable time.

- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by DPA Board's Committee to Chairman of DPA for consideration & decision.
- v) The decision of the Chairman of DPA shall be communicated to the Agency by DPA.

8. Department / Division wide Hold on participation of the Agency in Tenders

- 8.1 If the SBC recommends for Board wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents alongwith the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Board wide Hold on participation of the Agency in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.
- 8.2 The effect of Board wide Hold on participation of the Agency in tenders would be that the Agency would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.
- 8.3 The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Department / Division as the Hold is Department / Division specific.

9. Show-cause Notice

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence. It must be clearly mentioned in the Show-Cause Notice that DPA hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.
- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

10. Appeal against the Decision of the Competent Authority

- 10.1 The Agency may file an appeal against the order of Board-wide banning of business dealings / suspension / Board wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be preferred within 30 days of receipt of the order.
- 10.2 Appellate Authority would consider the appeal and pass appropriate Speaking Order

which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.

11. Circulation of the names of Agencies with whom Business Dealings have been banned

11 .1 The Board shall upload/update the list of banned agencies alongwith the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.

11 .2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website for wider circulation.

11 .3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.

11 .4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.

11.5 Based on the above, Departments / Divisions may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

12. Saving

Any amendment to the guidelines shall require the approval of Chairman, DPA.

X-X-X-X

ANNEXURE-I

List of approved Brands
<ol style="list-style-type: none">1. Sun Pharmaceutical Industries Ltd.2. Dr. Reddy's Laboratories Ltd.3. Cipla Ltd.4. Lupin Ltd.5. Cadila Healthcare Ltd.6. Aurbindo Pharma Ltd.7. Torrent Pharmaceuticals Ltd.8. Glenmark Pharmaceuticals Ltd.9. Biocon Ltd.10. Alkem Laboratories Ltd.11. Intas12. Unison pharma Ltd.13. Bharat Serums and Vaccines Ltd.14. KAPL15. Alembic Pharmaceuticals Ltd.16. Wockhardt Ltd.17. Ipca Laboratories Ltd.18. Zydus Cadila Healthcare Ltd.19. Systopic pharma Ltd.20. Zenburkt pharmaceutical21. Unichem Laboratories Ltd.22. Ajanta Pharma Ltd.23. Mankind Pharma Ltd.24. HBC pharmaceutical25. Piramal Enterprises Ltd.26. Abbott27. Biochem pharmaceutical industry.28. FDC Ltd.29. Macleods pharma30. Sanofi india31. Franco Indian Pharmaceuticals Ltd.32. Janssen pharmaceutical33. GSK34. HAL35. AstraZenaca36. Micro Pharmaceutical37. Hetro Healthcare38. Bayer Pharmaceuticals Private Ltd.
Note: The list is not exhaustive. The list will be amended by DPA from time to time during the contract period and will be bound to procure and supply the same to DPA as and when required.

**Seal & Signature
of the contractor**

**Chief Medical Officer
Deendayal Port Authority**

ANNEXURE - II

List of Non reimbursable medicine which will be paid to the contractor when prescribed to the DPA beneficiaries by DPA Doctors (Including part time doctor)
ORS Powder
Sry. Cremafin
Sry. Duphalac
Sry. Becozinc
Sry. Dexorange
Sry. Flora BC
Tab. Supradyn
Tab. Durcolax
Tab. Caldison 500mg
Caldison D3 60k sachet
Tab. Caldison d3 60k
Tab. Tonofolic ZN
Tab. Neurobion fort
Tab. Becovit
Tab. Pregaba M(Unison)
Tab. Vitamin A chewabal (abbott)
Soliwax Ear drop.
ADD tear eye drop
Note: The list is not exhaustive. The list will be amended by DPA from time to time during the contract period and will be bound to procure and supply the same to DPA beneficiaries as and when required.

**Seal & Signature
of the contractor**

**Chief Medical Officer
Deendayal Port Authority**

ANNEXURE - III**List of medicines to be procured and supplied by the contractor as and when required by DPA during the contract period for the use of indoor patient**

1	Inj. Atropine sulphate		18	Inj. Hydrocortisone
2	Inj. Avil 2ml		19	Inj. Mannitol 20% 100ml
3	Inj. botropase 1 ml		20	Inj. Mephentine 10ml
4	Inj. Calcium gluconate 10ml		21	Inj. Sodabicarb 10ml
5	Inj. Cefotaxim sod. 1g		22	Inj. T.T.5ml
6	Inj. Deriphyllin 2ml		23	Inj. D.W.5ml
7	Inj. Dexamethasone 2ml		24	Inj. Tramazac
8	Inj. Diazepam 2ml		25	Inj. Perisetd 2ml
9	Inj. Dobutamine 10ml		26	Inj. Dextrosed 5%
10	Inj. Dopamine		27	Inj. DNS
11	Inj. Dynapar aq. 1ml		28	Inj. Normal Saline 500ml
12	Inj. Efcorlin 100mg		29	Inj. Ringer Lactate
13	Inj. Epsolin 1ml		30	Tab Colimax
14	Inj. Frusemide 2ml		31	Tab Cetirizine
15	Inj. Haemaccel I.V.500ml		32	Tab Digene
16	Inj. Buscopan		33	Inj. Lazix
17	In. Paracetamol			

Note: The list is not exhaustive. The list will be amended from time to time and the contractor will be bound to procure and supply the same to DPA as and when required.

**Seal & Signature
of the contractor**

**Chief Medical Officer
Deendayal Port Authority**

ANNEXURE-IV**LIST OF ALOPATHIC MEDICINES**

1	5-aminosalicylic acid
2	5-fluorouracil
3	acarbose
4	acebrophylline
5	aceclofenac
6	aceclofenac with paracetamol
7	aceclofenac with paracetamol and serratiopeptidase
8	aceclofenac with serratiopeptidase
9	aceclofenac with thiocolchicoside
10	aceclofenac with tramadol and paracetamol
11	acetazolamide
12	acetylcysteine
13	acetyl salicylic acid / aspirin
14	acyclovir
15	acyclovir eye drops
16	adapalene
17	adenosine
18	albendazole
19	alfuzosin
20	allopurinol
21	allyloestrenol
22	alprazolam
23	alprazolam with sertraline
24	amantadine
25	amikacin
26	aminophylline
27	amiodarone
28	amitriptyline
29	amlodipine
30	amlodipine with atenolol
31	amlodipine with enalapril
32	amlodipine with lisinopril
33	amlodipine with ramipril
34	amlodipine with valsartan
35	amlodipine-other combinations
36	amoxycillin
37	amoxycillin with clavulanic acid
38	amoxycillin with cloxacillin
39	amphotericin B
40	ampicillin
41	ampicillin with cloxacillin
42	ampicillin with sulbactam
43	analgin
44	antacids

45	anti-asthmatic combinations
46	aprotinin
47	arformoterol
48	arteether
49	artemether
50	artesanate
51	aspartame
52	aspirin
53	aspirin with atenolol, losartan and atorvastatin
54	astemizole
55	atenolol
56	atenolol with indapamide
57	atenolol with losartan potassium
58	atenolol with nifedipine
59	atenolol with nitrendipine
60	atenolol with other combinations
61	atorvastatin
62	atorvastatin with amlodipine
63	atorvastatin with aspirin
64	atorvastatin with ezetimibe
65	atorvastatin with fenofibrate
66	atorvastatin with fenofibrate and ezetimibe
67	atorvastatin with other combinations
68	atropine eye drops
69	azathioprine
70	azithromycin
71	azithromycin eye
72	azithromycin with fluconazole and secnidazole
73	aztreonam
74	baclofen
75	bambuterol
76	beclomethasone
77	beclomethasone
78	beclomethasone dipropionate cream/oint
79	benazepril
80	benidipine hcl
81	benzoyl peroxide
82	betahistine
83	betamethasone
84	betamethasone
85	betamethasone benzoate cream
86	betamethasone dipropionate cream/oint
87	betamethasone eye drops
88	betamethasone valerate cream/oint
89	bisacodyl
90	bisoprolol
91	bromocriptine

92	budesonide
93	budesonide inhaler
94	budesonide with formoterol
95	bupivacaine hcl
96	buprenorphine
97	calamine lotion
98	calcitonin
99	calcium dobesilate
100	candesartan
101	capecitabine
102	captopril
103	carbamazepine
104	carbimazole
105	carboprost
106	carisoprodol
107	carvedilol
108	cefaclor
109	cefadroxil
110	cefazolin sodium
111	cefdinir
112	cefepime
113	cefepime with amikacin
114	cefepime with sulbactam
115	cefepime with tazobactam
116	cefetamet pivoxil
117	cefixime
118	cefixime with clavulanic acid
119	cefixime with cloxacillin
120	cefixime with ofloxacin
121	cefixime with ornidazole
122	cefoperazone
123	cefoperazone with sulbactam
124	cefotaxime
125	cefotaxime with sulbactam
126	cefpime
127	cefpodoxime proxetil
128	cefpodoxime with clavulanate
129	ceftazidime
130	ceftazidime with tazobactam
131	ceftibuten
132	ceftizoxime
133	ceftriaxone
134	ceftriaxone with sulbactam
135	ceftriaxone with tazobactam
136	ceftriaxone with vancomycin
137	cefuroxime
138	cefuroxime with clavulanic acid

139	cefuroxime with probenecid
140	cefuroxime with sulbactam
141	celecoxib
142	cephalexin
143	cephalexin with carbocisteine
144	cephalexin with probenecid
145	cetirizine
146	cetirizine with other combinations
147	cetirizine with pseudoephedrine
148	chloramphenicol ear drops
149	chloramphenicol
150	chloramphenicol eye drops
151	chlordiazepoxide
152	chlorhexidine
153	chlorhexidine combinations
154	chloroquine
155	chloroquine phosphate eye drops
156	chlorpheniramine maleate
157	chlorpromazine
158	chlorpropamide
159	chlorquinaldol
160	chlorthalidone
161	cilnidipine
162	cinitapride
163	cinitapride with pantoprazole
164	cinnarizine
165	cinnarizine with domperidone
166	ciprofloxacin
167	ciprofloxacin eye drops
168	ciprofloxacin with ornidazole
169	ciprofloxacin with tinidazole
170	cisapride
171	cisplatin
172	citalopram
173	citicholine
174	clarithromycin gel/lotion
175	clarithromycin
176	clemastine fumarate
177	clidinium
178	clindamycin gel/lotion/oint
179	clindamycin
180	clobazam
181	clobetasol propionate
182	clobetasone 17-butyrate
183	clonazepam
184	clonidine
185	clopidogrel

186	clopidogrel with aspirin
187	clostebol acetate
188	clotrimazole tab
189	clotrimazole cream/lotion/powder
190	clotrimazole vaginal
191	cloxacillin
192	clozapine
193	colistin sulfate
194	co-trimoxazole
195	cycloserine
196	cyclosporine
197	cyclosporine eye
198	cytosine arabinoside /cytarabine
199	danazol
200	dapsone
201	darifenacin hcl
202	deflazacort
203	dehydroemetine dihc
204	desloratadine
205	desonide
206	desvenlafaxine
207	dexamethasone tab/inj
208	dexamethasone eye drops
209	dexamethasone trimethyl acetate
210	dexchlorpheniramine maleate
211	dextrabeprazole
212	dextropropoxyphene
213	dextrose
214	dextrose and sodium chloride
215	diazepam
216	diclofenac potassium
217	diclofenac potassium with paracetamol
218	diclofenac potassium with serratiopeptidase
219	diclofenac sodium
220	diclofenac sodium eye drops
221	diclofenac sodium with paracetamol
222	diclofenac sodium with rabeprazole
223	dicyclomine
224	dienoestrol
225	diethyl carbamazine citrate
226	digoxin
227	dihydralazine
228	dilazep
229	diltiazem
230	dimenhydrinate
231	dimercaprol
232	dimethindene maleate

233	diphenhydramine
234	disulfiram
235	dobutamine hcl
236	domperidone
237	donepezil
238	dopamine hcl
239	dothiepin hcl
240	doxycycline
241	doxofylline
242	drotaverine
243	drotaverine with mefenamic acid
244	duloxetine
245	duloxetine with mecobalamin
246	dutasteride
247	ebastine
248	eberconazole
249	econazole cream
250	econazole vaginal
251	electrolytes
252	eltrombopag
253	enalapril maleate
254	enoxaparin
255	entacapone
256	entacapone with levodopa & carbidopa
257	enzyme preparations
258	eperisone
259	ephedrine
260	epinastine hcl
261	erythromycin cream/oint/lotion
262	erythromycin tab/syrup
263	erythropoietin
264	escitalopram
265	escitalopram with clonazepam
266	esmolol hcl
267	esomeprazole
268	esomeprazole with domperidone
269	estradiol transdermal system
270	estradiol valerate
271	estramustine
272	estrogen conjugated
273	ethambutol
274	ethambutol with isoniazid
275	ethamsylate
276	ethamsylate combinations
277	ethinylestradiol
278	ethionamide
279	etizolam

280	etodolac
281	etoricoxib
282	expectorant, antitussives and mucolytics
283	ezetimibe
284	faropenem
285	favipiravir
286	febuxostat
287	felodipine
288	fenofibrate
289	fentanyl
290	fexofenadine
291	finasteride
292	flavoxate hcl
293	fluconazole
294	fluconazole eye drops
295	fluconazole lotion
296	fluconazole with tinidazole
297	flucytosine
298	fludarabine
299	flunarizine
300	flunisolide
301	fluocinolone acetonide
302	fluorometholone eye drops
303	fluoxetine hcl
304	fluoxetine with olanzapine
305	flupenthixol decanoate
306	flupirtine maleate
307	fluphenazine
308	flurazepam
309	flurbiprofen
310	flurbiprofen sodium eye drops
311	flutamide
312	fluticasone
313	fluticasone furoate
314	fluticasone propionate nasal
315	fluticasone propionate skin
316	formoterol
317	formoterol with budesonide
318	fosfestrol
319	fosinopril
320	furazolidone
321	furosemide with amiloride
322	furosemide with spironolactone
323	fusidic acid
324	gabapentin
325	gabapentin with mecobalamin
326	gabapentin with methylcobalamin

327	gammabenzene hexachloride
328	gatifloxacin
329	gatifloxacin eye drops
330	gatifloxacin with ambroxol
331	gatifloxacin with ornidazole
332	gefitinib
333	gemifloxacin
334	gentamicin
335	gentamicin eye drops
336	ginkgo biloba
337	glibenclamide
338	glibenclamide with metformin
339	gliclazide
340	gliclazide with metformin
341	glimepiride
342	glimepiride with metformin
343	glimepiride with metformin and atorvastatin
344	glimepiride with metformin and pioglitazone
345	glipizide
346	glipizide with metformin
347	glucagon
348	glucomannan
349	glucosamine combinations
350	glucosamine sulphate
351	glyceryl trinitrate
352	glycopyrrolate
353	granisetron
354	griseofulvin
355	halobetasol propionate
356	halobetasol propionate with miconazole
357	halobetasol propionate with salicylic acid
358	halometasone
359	haloperidol
360	heparin cream/gel/oint
361	heparin inj
362	homatropine eye drops
363	human albumin
364	human anti-d immunoglobulin
365	hyaluronidase
366	hydrochlorothiazide
367	hydrocortisone acetate
368	hydrocortisone acetate
369	hydrocortisone acetate
370	hydrocortisone sodium succinate
371	hydrocortisone-17 butyrate
372	hydroquinone
373	hydroxychloroquine

374	hydroxypropyl methyl cellulose eye drops
375	hydroxyprogesterone
376	hydroxyurea
377	hydroxyzine
378	hyoscine butylbromide
379	ibuprofen
380	ibuprofen combinations
381	ilaprazole
382	imidapril
383	imipenem with cilastatin
384	imipramine
385	indapamide
386	indomethacin
387	insulins
388	isoniazid
389	isoprenaline
390	isopropamide
391	isosorbide dinitrate
392	isosorbide-5-mononitrate
393	isosorbide-5-mononitrate with aspirin
394	isoxsuprine
395	isoxsuprine
396	itopride hcl
397	itraconazole
398	ivermectin
399	kanamycin
400	keratolytics and cleansers
401	ketamine
402	ketoconazole
403	ketoconazole
404	ketoprofen
405	ketorolac tromethamine
406	ketorolac tromethamine eye drops
407	ketotifen
408	ketotifen
409	labetalol
410	lacidipine
411	lacosamide
412	lactitol
413	lactulose
414	lansoprazole
415	lansoprazole with amoxicillin and clarithromycin
416	lansoprazole with amoxicillin and tinidazole
417	lansoprazole with domperidone
418	lansoprazole with tinidazole and clarithromycin
419	levamisole
420	levamisole with albendazole

421	levetiracetam
422	levobunolol eye drops
423	levocetirizine
424	levocetirizine combinations
425	levodopa
426	levodopa with benserazide
427	levodopa with carbidopa
428	levofloxacin
429	levofloxacin eye
430	levofloxacin with ornidazole
431	levosulpiride
432	levothyroxine sodium
433	lignocaine
434	lincomycin
435	linezolid
436	lisinopril
437	lomefloxacin
438	lomefloxacin eye drops
439	loperamide
440	loratadine
441	lorazepam
442	lornoxicam
443	losartan potassium
444	losartan potassium with amlodipine
445	losartan with other combinations
446	loteprednol eye drops
447	luliconazole
448	magnesium valproate
449	mannitol
450	mebendazole
451	mebendazole with levamisole
452	meclizine
453	mecobalamin/methylcobalamin
454	medroxyprogesterone acetate
455	mefenamic acid
456	mefloquine
457	megestrol acetate
458	melatonin
459	meloxicam
460	meloxicam with paracetamol
461	mephentermine
462	metformin
463	methocarbamol
464	methotrexate
465	methyldopa
466	methylergometrine
467	methylprednisolone

468	metoclopramide
469	metolazone
470	metoprolol
471	metronidazole
472	metronidazole with nalidixic acid
473	mexiletine
474	miconazole
475	miconazole
476	midazolam
477	mifepristone
478	minoxidil
479	minoxidil (oral)
480	miscellaneous oropharyngeal preparations
481	miscellaneous skin preparations
482	misoprostol
483	misoprostol
484	mizolastine
485	moclobemide
486	modafinil
487	mometasone furoate
488	montelukast
489	montelukast with fexofenadine
490	mosapride
491	moxifloxacin
492	moxifloxacin eye drops
493	mupirocin
494	nadifloxacin
495	nadroparin
496	nalidixic acid
497	naloxone
498	naphazoline hcl eye drops
499	naproxen
500	nebivolol
501	neomycin
502	neostigmine
503	nifedipine
504	nifedipine with atenolol
505	nimesulide
506	nimesulide with paracetamol
507	nimesulide with racemethionine
508	nimesulide with serratiopeptidase
509	nimesulide-beta-cyclodextrin
510	nimodipine
511	nitazoxanide
512	nitazoxanide with ofloxacin
513	nitrazepam
514	nitrendipine

515	nitrofurantoin
516	norfloxacin
517	norfloxacin eye drops
518	norfloxacin with metronidazole
519	norfloxacin with tinidazole
520	nortriptyline
521	oestrogen
522	ofloxacin
523	ofloxacin eye drops
524	ofloxacin with metronidazole
525	ofloxacin with nitazoxanide
526	ofloxacin with ornidazole
527	ofloxacin with tinidazole
528	olanzapine
529	olanzapine with fluoxetine
530	olmesartan medoxomil
531	olopatadine
532	olopatadine eye drops
533	omeprazole
534	omeprazole with amoxicillin and tinidazole omeprazole with amoxicillin and clarithromycin
535	omeprazole with clarithromycin and tinidazole
536	omeprazole with domperidone
537	ondansetron
538	orlistat
539	ornidazole
540	other vaginal preparations
541	oxcarbazepine
542	oxiconazole nitrate
543	oxymetazoline
544	oxytetracycline eye drops
545	oxytocin
546	pancuronium bromide
547	pantoprazole
548	pantoprazole with cinitapride
549	pantoprazole with clarithromycin, metronidazole
550	paracetamol
551	paracetamol combinations
552	penicillin-G
553	pentazocine
554	perindopril
555	perindopril with indapamide
556	permethrin
557	pheniramine maleate
558	phenobarbitone
559	phenoxybenzamine
560	phentolamine mesylate

561	phenylephrine
562	phenylephrine eye drops
563	phenytoin sodium
564	pilocarpine eye drops
565	pioglitazone
566	pioglitazone with glimepiride
567	pioglitazone with metformin
568	piperacillin
569	piperacillin with tazobactam
570	pipercuronium bromide
571	piracetam
572	piroxicam
573	piroxicam-beta-cyclodextrin
574	polymyxin b eye drops
575	povidone iodine
576	prazosin
577	prednisolone
578	pregabalin
579	primaquine
580	prochlorperazine
581	progesterone
582	progestogen-estrogen combination
583	proguanil
584	promethazine hcl
585	promethazine theoclate
586	propranolol
587	propranolol (CNS)
588	propranolol with alprazolam
589	propranolol with diazepam
590	propyphenazone
591	pyrazinamide
592	quinidine
593	quinine sulphate
594	quiniodochlor cream
595	rabeprazole
596	rabeprazole with domperidone
597	rabeprazole with itopride
598	rabies vaccine
599	racecadotril
600	ramipril
601	ramipril with hydrochlorothiazide
602	ranitidine
603	ranolazine
604	repaglinide
605	reserpine
606	retinoic acid
607	rifampicin

608	rifampicin with isoniazid
609	rifampicin with isoniazid and pyrazinamide
610	rifaximin
611	ringer lactate
612	risperidone
613	risperidone with trihexyphenidyl
614	rosiglitazone
615	rosiglitazone with gliclazide
616	rosiglitazone with metformin
617	rosiglitazone with glibenclamide and metformin
618	rosiglitazone with glimepiride and metformin
619	rosuvastatin
620	roxatidine acetate hcl
621	roxithromycin
622	roxithromycin with ambroxol hcl
623	rupatadine
624	s(-)-amlodipine
625	s-amlodipine with atenolol
626	s-amlodipine with losartan
627	salbutamol
628	salbutamol with theophylline
629	salmeterol
630	saxagliptin
631	secnidazole
632	serratopeptidase
633	sertaconazole nitrate
634	sertraline hcl
635	sildenafil citrate
636	silver sulfadiazine
637	silver sulfadiazine eye drops
638	simvastatin
639	simvastatin with ezetimibe
640	sitagliptin
641	sodium chloride
642	sodium cromoglycate eye drops
643	sodium hyaluronate eye drops
644	sodium valproate
645	soframycin eye drops
646	spironolactone
647	spironolactone with furosemide
648	streptokinase
649	streptomycin
650	succinylcholine chloride
651	sucralfate
652	sulfadoxine with pyrimethamine
653	sulfamethopyrazine with pyrimethamine
654	sulphacetamide eye drops

655	sulphasalazine
656	surgical dressings
657	tacrolimus
658	tadalafil
659	tamoxifen citrate
660	tamsulosin hcl
661	tazarotene
662	tegaserod
663	teicoplanin
664	telmisartan
665	temozolomide
666	teneligliptin
667	tenofovir disoproxil fumarate
668	terazosin
669	terbinafine cream
670	terbinafine
671	terbutaline
672	terconazole
673	terfenadine
674	testosterone
675	tetanus toxoid
676	tetracycline
677	theophylline
678	thiocolchicoside
679	thiopentone sodium
680	thyroxine sodium
681	timolol maleate eye drops
682	tinidazole
683	tiotropium bromide
684	tissue type plasminogen activator
685	tobramycin
686	tobramycin eye drops
687	tolbutamide
688	tolnaftate
689	topical analgesic
690	torsemide
691	tramadol hcl
692	tramadol hcl combinations
693	tranexamic acid
694	tranexamic acid with mefenamic acid
695	triamcinolone acetonide
696	triamcinolone acetonide
697	triamcinolone acetonide (eye)
698	trimetazidine
699	trimethoprim with sulphadiazine
700	trimipramine
701	tropicamide eye drops

702	trospium chloride
703	trypsin and chymotrypsin
704	urokinase
705	ursodeoxycholic acid
706	valsartan
707	valsartan combinations
708	vancomycin
709	vasopressin
710	vecuronium bromide
711	verapamil
712	vildagliptin
713	vinblastine
714	vincristine
715	Voglibose
716	voriconazole
717	warfarine sodium
718	xanthinol nicotinate
719	xipamide
720	xylometazoline
721	zidovudine
722	zolpidem
723	zoledronic acid

LIST OF AYURVEDIC MEDICINES

1	ABHRAK BHASMA
2	ABHYARISHTA
3	AKEEK BHASMA
4	AMALAKI RASAYAN
5	AMLAPITA MISHRAN
6	AMLAPITARISHTHAN
7	AMRUTA SATTVA
8	AMRUTA TAB
9	AMRUTADI GUGGAL
10	ARJUNARISHT
11	AROGYAVARDHINI GUTIKA TAB
12	AROGYAVARDHINI VATI
13	ARSHKUTHAR RAS
14	ARSHODHNI VATI
15	ASHOKARISHTA
16	ASHWAGANDHA CHURNA
17	AVIPATIKAR CHURNA
18	AVIPATTIKAR TAB
19	BAID MUKTASHUKTI PIS
20	BALCHATURBHADRIKA SYP
21	BASANT KUSUMAKAR RAS

22	BELGARBHA TAB
23	BHRINGRAJA CHURNA
24	BRAHMI VATI
25	BRIHAT VAT CHINTAMANI RAS
26	CHANDRAKALA RAS
27	CHANDRAKALA RAS
28	CHANDRAPRABHA VATI
29	CHITRAKADI VATI
30	CHITRAKADI GUTIKA
31	CHOUNSATPRAHARI PIP
32	DASHMULA KADHA
33	DASHMULARISHTA
34	DHATRI LAUH TAB
35	DHATRI RASAYAN CHURNA
36	DHATUPAUSHTIK CHURNA
37	DRAKSHASAV
38	GANDHAK RASAYAN TAB.
39	GANDHARVA HARITAKI TAB
40	GILOY SATWA
41	GOKSHURADI GUGGUL
42	GRANTHIK CHURNA
43	GRUHSIHAR CHURNA
44	HARIDRAKHAND BRI.
45	HRIDAYARNAVA RAS
46	ICCHABHERDI RAS
47	ICHHA BHEDI
48	JIRKADYARISHTA
49	KAHARVA PISHTI
50	KAISHOR GUGGUL
51	KAMADUGHA TAB
52	KAMDUDHA RAS TAB
53	KANCHNAR GUGUL TAB.
54	KANKAYAN GUTIKA
55	KANKAYAN VATI
56	KANTAKARYAVALEHA
57	KASAMRITA HARBAL SYP
58	KRIMIKUTHAR RAS
59	KUMARIASAVA
60	KUTAJ GHANVATI
61	KUTAJARISTA
62	LAGHUMALINI BASANT RAS.
63	LAUH BHASMA
64	LAXMIVILAS RAS
65	LODHRAJAVA
66	LOHASAVA

67	MADHURAKSHAK
68	MAHA MANJISHTHADI KATHA
69	MAHA MARICHYADI TAIL
70	MAHA SUDARSHAN KADHA
71	MAHA YOGRAJ GUGGUL
72	MAHABHRINGRAJ OIL
73	MAHAJWARANKUSH RAS
74	MAHAMANJISTADI QUAT
75	MAHANARAYAN OIL
76	PANCHMOOL KWATH
77	PARTHADYARISHTA
78	PATHYADI KWATH
79	PRAVAL BHASMA
80	PRAVAL PISHTI
81	PUNARNAVADI KHADHA
82	PUNARNAVADI MANDUR
83	PUNARNAVARISHT
84	PUNARNAVASAV
85	PUNRANAVADI GUGGUL
86	PURNACHANDRA RAS
87	PUSHPADHAVA RASA
88	RAJVATI GANDHAKVATI
89	RAKTASHODHAK SYP
90	RAKTASHODHAK TAB
91	ROHITKARISHTA
92	SAMAPITANK CHURNA
93	SANJIVANI BATI
94	SANKH BHASMA
95	SANKH VATI
96	SANSHAMNI VATI
97	SAPTAMRUT LOHA
98	SAPTGUN TAIL
99	SARASWATARISTA
100	SARIWADI BATI.
101	SARSAWATARISHTA
102	SATAVARI CHURNA
103	SHANKH BHASMA
104	SHANKH PUSHPI
105	SHANKH VATI TAB
106	SHATAVARI KALPA GRANULES
107	SHILAPRAVANG SPECIAL
108	SHIRAHSHULADRI VATI
109	SHIRAHSHULADRIVAJRA-TAB
110	SHRUNG BHASMA
111	SHWET PARPATI

112	SIRSULADI VRAJ RAS
113	SITOPALADI CHURANA
114	SITOPALADI CHURANA
115	SOOTASHEKHAR RASA
116	SUDARSHAN CHURNA(M)
117	SUNDARI KALP
118	SUNDARI SAKHI
119	SUT SEKHAR RAS
120	SUVARNA MAXIK BHASAM
121	SUVARNA VASANT MALTI RAS
122	TRAYODASANG GUGALU
123	TRIPHALA GUGUL GUTI
124	TRIWANG BHASMA
125	USHIRASAVA
126	UTMANG CHURNA
127	VANGA BHASMA
128	VASANT KUSUMAKAR RAS
129	VAT CHINTAMANI RAS
130	VATCHINTAMANI RAS TAB
131	VATVIDHWASAN RAS
132	YASHAD BHASMA
133	YASTIMADHU CHURNA
134	YAWAKSHAR
135	YOGRAJ GUGAL
<u>LIST OF HOMEOPATHIC MEDICINES</u>	
1	Dengma Syp
2	Clearstone drops
3	Kangheure Syp
4	Kofeez Syp
5	Azadirachta IndicusIX
6	Echinacea Angusta Fotia IX
7	Aalserum 7x
8	Essentia Aurea drops
9	Tonicard drops
10	Fungirite drops
11	Calphos 3x (Rw/WSI)
12	KaliPhos 3x
13	FirePhos 3x
14	Nat.Phos 3x
15	Ferr Phos 3x
16	Dr.RW R#1
17	Dr.RW R# 7
18	Dr.RW R#73
19	Cory-c drops
20	Thuja Rollon

21	T.Laxilex-Y
22	Wartoplus drops
23	Chnjsarobinum Oint
24	Cardiospermm Oint
25	T.Cholesterinum 3x
26	T.Homoeocal
27	Prostonum drops
28	Dr. RW R# 42
29	Sarsamed Syp
30	Asthamin Syp
31	FP Ointment
32	Graphites Ointment
33	Mensonite Syp
34	Diabonil Tab
35	Mullein Ear drops
36	CMS Eye drops
37	Euphrasia Eye Drops
38	Abrot'anum.
39	Ace'tic ac'id
40	Aconi'tum napel'lus
41	Actæ a racemo'sa
42	Agaricus muscar'ius
43	Ag'nus cas'tus
44	Allium ce'pa
45	Al'oe socotri'na
46	Alu'mina
47	Am'bra gris'ea
48	Amm carb 200
49	Amm.carb
50	Ammo'nium carbon'icum
51	Ammo'nium muriaticum
52	Amyle'num nitro'sum
53	Anacar'dium orienta'le
54	Anthraci'num
55	Antimo'nium crud'um
56	Antimo'nium tartar'icum
57	Apis mellif'ica Cancer
58	Apoc'ynum cannab'inum
59	Argen'tum metal'licum
60	Argen'tum ni'tricum
61	Ar'nica monta'na
62	Arsen'icum album
63	A'rum triphyl'lum
64	As'arum Europæ'um
65	Aste'rias ru'bens Aur'um metal'licum

66	Baptis'ia tincto'ria
67	Bary'ta carbon'ica
68	Belladon'na
69	Benzoic ac'id
70	Berberis vulga'ris
71	Bis'muth
72	Bo'rax
73	Bovis'ta
74	Bro'mium
75	Bryo'nia alba
76	Cac'tus grandiflo'ra
77	Cala'dium
78	Calca'rea arsen'ica
79	Calca'rea ostrea'rum
80	Calca'rea phosphor'ica
81	Calen'dula
82	Cam'phora
83	Can'nabis In'dica
84	Can'nabis sati'va
85	Canthar'ides
86	Cap'sicum an'uum
87	Car'bo anima'lis
88	Car'bo vegetab'ilis
89	Carbol'ic ac'id
90	Caulophyl'lum thalictroi'des
91	Caus'ticum
92	Cham'omilla
93	Chelido'nium ma'jus
94	Cicu'ta viro'sa
95	Ci'na 00
96	Cincho'na officina'lis
97	Co'ca
98	Coc'culus In'dicus
99	Cof'fea cru'da
100	Col'chicum autumnale
101	Collinsonia Canaden'sis
102	Colocynthis
103	Coni'um macula'tum
104	Cro'cus sati'vus
105	Cro'talus hor'ridus-
106	Cro'ton tig'lium
107	Cuprum metallicum
108	Cycla'men Europæ'um
109	Digita'lis purpu'rea
110	Dioscore'a villosa

111	Diphtheri'num
112	Dros'era rotun'difolia
113	Dulcama'ra
114	Equis'e'tum hyema'le
115	Es'culus hippocas'tanum
116	Ethu'sa cyna'pium
117	Eupatorium perfolia'tum
118	Euphra'sia
119	Fer'rum metal'licum
120	Gelse'mium sempervirens
121	Glon'oine
122	Graph'ites
123	Hamamelis Virgin'ica
124	Helleb'orus ni'ger
125	Helon'ias dioi'ca
126	He'par sulphur
127	Hydras'tis Canaden'sis
128	Hyoscyamus ni'ger
129	Hyper'icum perfora'tum
130	Igna'tia ama'ra
131	Ipecacuan'ha
132	Ka'li bichro'micum
133	Ka'li brema'tum
134	Ka'li carbon'icum
135	Kal'mia latifo'lia-
136	Kre'osotum
137	Lac cani'num
138	Lac deflora'tum
139	Lach'esis
140	Le'dum palus'tre Lil'ium tigr'i'num
141	Lobe'lia infla'ta
142	luor'ic ac'id
143	Lycopo'dium clava'tum
144	Lys'sin
145	Magne'sia carbon'ica
146	Magne'sia muriatica
147	Magne'sia phosphor'ica
148	Medorrhi'num
149	Melilo'tus officina'lis.
150	Menyan'thes trifoliata
151	Mercu'rius
152	Mercu'rius bin'iodide
153	Mercurius corrosi'vus
154	Mercurius cyanide
155	Mercu'rius dul'cis

156	Mercurius pro'to-i'odide
157	Mercurius solubilis
158	Mercu'rius sulphure'tum
159	Meze'reum
160	Millefolium
161	Mu'rex purpu'rea
162	Muriatic ac'id
163	Na'ja tripu'dians
164	Na'trum carbon'icum
165	Na'trum muriaticum
166	Na'trum sulphuricum
167	Ni'tric ac'id
168	Nux moscha'ta
169	Nux vom'ica
170	OBacillinum
171	Opium
172	Petrol'eum
173	Petroseli'num
174	Phosphor'ic ac'id
175	Phosphorus
176	Physostig'ma
177	Phytolac'ca decan'dra
178	Pic'ric ac'id
179	Plat'ina metal'licum
180	Plum'bum metal'licum
181	Podophyllum pelta'tum
182	Psori'num
183	Pulsatil'la
184	Py'rogen
185	Ranun'culus bulbo'sus
186	Rata'nhia
187	REMEDIES
188	Rhe'um
189	Rhododen'dron
190	Rhus radicans
191	Rhus toxicoden'dron
192	Rumex cris'pus
193	Ru'ta graveolens
194	Sabadil'la
195	Sabi'na
196	Sambucus ni'gra
197	Sanguina'ria Canaden'sis
198	Sanic'ula
199	Sarsaparil'la
200	Seca'le cornu'tum

201	Sele'nium
202	Se'pia
203	Silic'ea
204	Spigelia
205	Spongia fos'ta
206	Stan'num
207	Staphisa'gria
208	Stramonium
209	Sulphur
210	Sulphuric ac'id
211	Sym'phytum officina'le
212	Syphili'num
213	Tab'acum
214	Taraxa'cum
215	Taren'tula H
216	Terebin'thina
217	Theridion curassav'icum
218	Thlas'pi bur'sa pasto'ris
219	Thu'ja Occidental'is
220	Trillium pendu'lum
221	Tuberculi'num
222	Valeria'na
223	Vartoli'num
224	Vera'trum album
225	Vera'trum vir'ide
226	Zin'cum metal'licum
227	Dr. Reckweg R# 1 to 100

Note: The above lists are not exhaustive. The list will be amended from time to time and the contractor will be bound to procure and supply the same to DPA as and when required.

Seal & Signature of Contractor

CMO, DPA

SECTION- V

Schedule – B

Price bid

DESCRIPTION	PERCENTAGE OF UNIFORM DISCOUNT OFFERED ON PRINTED MAXIMUM RETAIL PRICE (MRP)
Discount offered for (1) monthly bill for the medicines supplied to DPA beneficiaries at DPA hospitals (2) the bill of medicine indented by the DPA hospital for the indoor patient (Annexure-III) and (3) the bill of the medicine for supply of medicines to the DPA beneficiaries referred to the functioning hospital of the contractor.	To be filled in on (n) procure website only

**Seal & Signature
of the contractor**

**Chief Medical Officer
Deendayal Port Authority**