

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	15-06-2026 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	15-06-2026 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Personnel Public Grievances And Pensions
विभाग का नाम / Department Name	Department Of Personnel And Training
संगठन का नाम / Organisation Name	Lal Bahadur Shastri National Academy Of Administration (lbsnaa)
कार्यालय का नाम / Office Name	Lal Bahdur Shastri National Academy Of Administration
वस्तु श्रेणी / Item Category	Local Chemist Empanelment Service - Branded Medicines; 0-50 km
अनुबंध अवधि / Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) / Minimum Average Annual Turnover of the bidder (For 3 Years)	7 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष / Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है / Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	4500000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	12

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Director, LBSNAA, Mussoorie

Lal Bahdur Shastri National Academy Of Administration, Department of Personnel and Training, Lal Bahadur Shastri National Academy of Administration (LBSNAA), Ministry of Personnel Public Grievances and Pensions (Director)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of

quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:[1779709622.pdf](#)

Payment Terms and Delivery Terms (Delivery Schedule):[1779709637.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
04-06-2026 11:00:00	Topic: Pre Bid meeting for ALC Time: Jun 4, 2026 11:30 AM India https://zoom.us/j/97950305694?pwd=6a7YnIYCN8X4S8rVANA4jmZroGOmb4.1 Meeting chat link https://zoom.us/join/jc/97950305694 Meeting ID: 979 5030 5694 Passcode: 107932

Local Chemist Empanelment Service - Branded Medicines; 0-50 Km (4500000)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Medicine Type	Branded Medicines
Distance from Buyer/Consignee Location	0-50 km
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Estimated Total Procurement Value without discount (INR) as per the Medicine type selected in the specification	अतिरिक्त आवश्यकता /Additional Requirement
1	GEETA RAM SHARMA	248179,Lal Bahadur Shastri National Academy of Administration,Mussoorie,Uttar akhand	4500000	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Consortium: In case of Contracts, wherein the seller alone does not have necessary expertise, the seller can form consortium with other sellers for submission of the bid, with one of the consortium company as leader. However, each and every member of the consortium shall be equally responsible for the complete execution of the project contract. An undertaking to this effect is to be uploaded with bid.

4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such

Custom / BOQ item is bunched with the major regular product Category Item).

2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service

Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---


**LAL BHADUR SHASTRI NATIONAL ACADEMY OF ADMINISTRATION
MUSSOORIE-248 179**

**ON LINE BIDS ON GOVERNMENT e-Marketplace (GeM) FOR EMPANELMENT
OF AUTHORIZED LOCAL CHEMIST (ALC) EMPANELMENT SERVICE FOR
LAL BHADUR SHASTRI NATIONAL ACADEMY OF ADMINISTRATION
(LBSNAA) (GOVERNMENT OF INDIA) MUSSOORIE-248179 FOR THE PERIOD
OF ONE YEAR**

Deepak

(Deepak Mandanwal)

**DISPENSARY,
Lal Bahadur Shastri Academy of Administration,
'Charleville' MUSSOORIE.**


डॉ. वी.एस. वसुदेव कृष्ण रेड्डी / Dr. YS Vamsi Krishna Reddy
म.बी.बी.एस., एम.एच. जनरल फिजिशियन / M.B.B.S., U.S. General
फिजिशियन अधिकारी / Medical Officer
लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
LBS National Academy of Administration
भारत सरकार / Government of India
मुससोरि, उत्तराखण्ड / Mussoorie (Uttarakhand)


डॉ. मयंक बडोला / Dr. Mayank Badola
वरिष्ठ चिकित्सा अधिकारी / Senior Medical Officer MBBS, M.D
लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
LBS National Academy of Administration
भारत सरकार / Government of India
मुससोरि (उत्तराखण्ड) / Mussoorie (Uttarakhand)

ATC AND SPECIAL CONDITIONS OF CONTRACT

1. The indented Medicines shall be supplied within 48 hours of the indent placement at the premises of the Medical Centre LBSNAA Mussoorie.
2. The chemist shop should be registered in Mussoorie or in Dehradun/Uttarakhand under the Shops and Establishment Act.
3. The chemist must hold a **valid licence issued by the Drug Controller Authority of the state for operating**. The Successful bidder will further ensure that their licence remain valid for the entire contract period.
 - (a) **Drug License issued by Drug Controller Dehradun/ Uttarakhand in Form 20 & 21, and 21- C (for continuance of retail i.e. Form 20 and 21 if required)**, under the Provisions of Drugs and Cosmetics Act 1940 and subsequent amendments, valid as on the date of submission of Bid and also on the date of Bid opening.
 - (b) In case the Bidder has applied for renewal of his Drug License (application should be at least within last 1 month of expiry of his Licenses(s)), copy of receipt of Renewal application with State Drug Licensing authority needs to be uploaded.
4. The bidder must submit a self-declaration in the **prescribed format (Annexure-1)**. that the chemist has not have been convicted by the State Drugs Authorities under the Drugs and Cosmetics Act and Rules.
5. The bidder must submit a self-declaration certificate of Integrity Pact as per prescribed format at **Annexure-II**.
6. Bid-Securing Declaration (In lieu of EMD) self-declaration will be submitted by the bidder as per **Annexure-III**.
7. Bids quoting **less than a 12% discount on MRP (inclusive of all taxes) shall not be considered**.
8. The annual turnover of the bidder should be at least **RS 8.00 Lakh (Eight Lakh)**
9. **The successful bidder will be required to furnish an Electronic Performance Bank Guarantee (e-PBG) at 5% of the tender value, e.g., Rs. 2,25,000/ (Rupees Two Lakh Twenty Five Thousand)**
10. In case of indent for specific brand of medicines, the brand shall not be substituted.

Handwritten signature

DISPENSARY,
LBS National Academy of Administration
Mussoorie (Uttarakhand)

Handwritten signature
डॉ. वसुदेव शर्मा / Dr. V. S. Varnai Krishna Reddy
एम.बी.बी.एस. एम.एस. जनरल सर्जन / M.B.B.S., M.S., General Surgeon
चिकित्सा अधिकारी / Medical Officer
लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
LBS National Academy of Administration
भारत सरकार / Government of India
मुसोरी (उत्तराखण्ड) / Mussoorie (Uttarakhand)

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डॉ. मयंक बडोला / Dr. Mayank Badola
वरिष्ठ चिकित्सा अधिकारी / Senior Medical Officer MBBS, M.D
लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
LBS National Academy of Administration
भारत सरकार / Government of India
मुसोरी (उत्तराखण्ड) / Mussoorie (Uttarakhand)

**PAYMENT TERMS/ DEDUCTIONS FOR DELAY/DEFAULT AND OTHER
CONDITIONS-**

The successful bidder shall sign the Service Level Agreement (SLA) as generated by the GeM portal (Annexure A- Copy enclosed) and all conditions related to payment terms, deductions for delays, defaults and other conditions mentioned in the SLA for the Empanelment of Local Chemist shall be applicable.

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DISPENSARY,
Lal Bahadur Shastri Academy of Administration,
'Charleville' M.L.S. COLLEGE,

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डॉ. यमश्री कृष्णा रेड्डी / Dr. YS Yamsi Krishna Reddy,
जन औद्योगिक, एम.एस. जनरल डॉक्टर / M.B.B.S., M.S., General Surgeon
चिकित्सा अधिकारी / Medical Officer
लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
LBS National Academy of Administration
भारत सरकार / Government of India
मुसोरी (उत्तराखण्ड) / Mussoorie (Uttarakhand)

Handwritten signature

डॉ. मयंक बडोला / Dr. Mayank Badola
सिनिऑर चिकित्सा अधिकारी / Senior Medical Officer MBBS, M.D.
लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
LBS National Academy of Administration
भारत सरकार / Government of India
मुसोरी (उत्तराखण्ड) / Mussoorie (Uttarakhand)

DATED:.....

NON-CONVICTION CERTIFICATE

This is to certify that M/s ----- Situated at. ----- has been licensee under Drugs and Cosmetics Act 1940 and rules there under. They are holding valid wholesale drug license bearing no. on form ----- & form ----- which are valid up to ----- granted and issued by this department under the provisions of Drugs & Cosmetics Act 1940 and that said firm has not been convicted by any court of the law in -----for violations of provision of drug and cosmetics act 1940 and rules there under.

This certificate is issued on the request by the firm vide latter dated ----- - for the purpose of submitting the same to the Govt Department /tender. This certificate is valid for 06 months from the date of issue.

DRUGS LICENCING AUROTHIRY

Deepak
DISPENSARY
Dr. Suresh Chandra Academy
Mussoorie (Uttarakhand)

[Signature]
डॉ. वसुधारा कृष्णा रेड्डी / Dr. VS Vamsi Krishna Reddy
जेनेरल सेक्टर, एम.बी.एस. जनरल सेक्टर / M.B.B.S. U.S. General Sector
लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
LBS National Academy of Administration
भारत सरकार / Government of India
मुसोरी (उत्तराखण्ड) / Mussoorie (Uttarakhand)

[Signature]
डॉ. मयंक बडोला / Dr. Mayank Badola
सिनिअर चिकित्सा अधिकारी / Senior Medical Officer MBBS, M.D
लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
LBS National Academy of Administration
भारत सरकार / Government of India
मुसोरी (उत्तराखण्ड) / Mussoorie (Uttarakhand)

Date: / /

INTEGRITY PACT

This Integrity Pact is made between **Lal Bahadur Shastri National Academy of Administration (LBSNAA)** and [] for the **Supply of branded medicines by Authorised local chemist.**

LBSNAA commits to ensuring transparency and fairness in the procurement process. The Bidder hereby undertakes to:

Avoid Corrupt Practices

Refrain from offering, giving, receiving, or soliciting any item of value to influence the actions of public officials during the bidding process or contract execution.

Prohibit Collusion

Abstain from colluding with other bidders, including engaging in price fixing, bid rigging, or market allocation, to maintain the integrity and competitiveness of the bidding process.

Avoid Intermediaries and Undisclosed Payments

Participate directly in the bidding process without involving intermediaries such as agents or brokers. Any legitimate business arrangements or partnerships relevant to the supply of Water Bottle shall be transparently disclosed in the bid documents.

Maintain Confidentiality

Protect and maintain the confidentiality of all tender-related information. The Bidder shall not disclose any bid details or LBSNAA's confidential information for any purpose other than preparing and submitting the bid.

Accept Consequences for Violations

Acknowledge that any breach of this pact may lead to disqualification from the tender process, termination of the contract if awarded, and imposition of penalties as deemed appropriate by LBSNAA.

A committee constituted by LBSNAA will oversee compliance with this Integrity Pact, if required.

This Pact shall remain valid from the date of signing **until twelve (12) months** after the final payment under the awarded contract.

Signed by Bidder/Contractor
(Name, Designation, and Signature with Official Stamp)

Note: This Annexure must be printed on the official letterhead of the firm/bidder.

A 22/9/16

DISPENSARY,

Lal Bahadur Shastri National Academy of Administration
Mussoorie (Uttarakhand)

Dr. VS Vamsi Krishna Reddy
Senior Medical Officer / Medical Officer
LBS National Academy of Administration
Government of India

Dr. Mayank Badola
Senior Medical Officer MBBS, M.D.
LBS National Academy of Administration
Government of India
Mussoorie (Uttarakhand)

(To be submitted on Bidder's Letter Head)

**Bid-Securing Declaration
(In lieu of EMD)**

Date: [insert date (as day, month and year)]

Bid No.: _____

To:

I/We*, the undersigned, declare that:

I/We* understand that, according to your conditions, bids must be supported by a Bid- Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We* understand this Bid Securing Declaration shall cease to be valid if I am/we are* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our* Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name: [insert complete name of person signing the Bid Securing Declaration]

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

Dated on _____ day of _____ [insert date of signing]

Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

***Please delete as appropriate**



DISPENSARY,

1-1 Rajinder Shastri Academy of Administration,
Charlottesville, MISSOURI, U.S.A.



डॉ. एस. वरसि कृष्णा रेड्डी / Dr. YS Varasi Krishna Reddy
बी.बी.एस., एम.एस. जनरल सर्जरी / M.B.B.S., M.S., General Surgery
चिकित्सा अधिकारी / Medical Officer
सर्वोच्च शिक्षण आयोग / Government of India
LBS National Academy of Administration
सर्वोच्च शिक्षण आयोग / Government of India
उत्तराखण्ड / Uttarakhand



डॉ. मयांक बडोला / Dr. Mayank Badola
ज्येष्ठ चिकित्सा अधिकारी / Senior Medical Officer MBBS, M.D
सर्वोच्च शिक्षण आयोग / Government of India
LBS National Academy of Administration
भारत सरकार / Government of India
उत्तराखण्ड (भारत) / Uttarakhand (India)



Service Level Agreement and Packages

LOCAL CHEMIST EMPANELMENT SERVICE

Special Terms and Conditions

For

Local Chemist Empanelment Service

This Agreement represents Special Terms and Conditions (STC) and Service Level Agreement (SLA) between the Buyer and the Service Provider. The purpose of this Agreement is to facilitate rendering of service **"Local Chemist Empanelment Service"** from the Buyer's premises, or any other premises as designated by the Buyer. This Agreement outlines the scope of work, obligations of both the Buyer and the Service Provider, special terms and conditions related to the service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid until the completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised Agreement mutually entered by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

1. General Terms and Conditions ("GTC").
2. Service Specific Special Terms and Conditions ("STC") of the Services contracts which shall include the Service Level Agreement (SLA) for the service.
3. BID / Reverse Auction specific Additional Terms and Conditions ("ATC") as specified by the Buyer.

The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract/Agreement between the Buyer and the Service Provider.

1. Objectives And Goals

The objective of this Agreement/Contract is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to the Buyer by the Service Provider. The goals of this Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.
2. Present a clear, concise and measurable description of services offered to the Buyer.

Signature

DISPENSARY,
Lal Bahadur Shastri Academy of Administration,
'Charleville' MUSSOORI,

Signature

Dr. YS Vamsi Krishna Reddy
 MBBS, M.S. General Surgery
 Medical Officer
 LBS National Academy of Administration
 भारत सरकार / Government of India
 लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी

Signature

Dr. Mayank Badola
 Senior Medical Officer MBBS, M.D
 LBS National Academy of Administration
 भारत सरकार / Government of India
 लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
 मुसोरी (उत्तराखण्ड) / Mussoorie (Uttarakhand)

3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The Agreement/Contract will act as a reference document that both the parties have understood the terms and conditions and have agreed to comply by the same. The Agreement can also be amended by the Buyer and the Service Provider with mutual consent.

1. Parties to the Agreement

The main stakeholders associated with this Agreement are below-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service Provider is responsible to provide all the required services in timely manner. The Service Provider may also include the Service Provider, any authorized agents, permissible assignees, successors and nominees as described in the agreement.

The responsibilities and obligations of the stakeholders have been outlined in this Agreement. The Agreement also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions.

1. Scope of Services

The empanelled chemist will day to day/emergency supply the drugs/medicines, dressings and surgical consumables at the agreed "Discount on MRP (%)" in the stipulated time against the indents issued by the Buyer store to which the chemist is attached.

Shop & Establishment Registration:

The service provider must possess a valid Shop & Establishment Registration issued under the applicable state law enacted under the Shops and Establishments Act.

In case the establishment is **exempted from obtaining Shop & Establishment registration under the applicable state law**, the service provider shall submit:

1. **A self-declaration/undertaking stating the exemption**, and
2. **Supporting documents** such as valid **Trade License or Local authority registration / Proof of business premises**

1. Terms and Conditions

5.1 Buyers' Obligations

1. The Buyer, through the process of bid scrutiny and bid evaluation will determine to its satisfaction whether the Service Provider, whose bid has been determined as successful evaluated responsive bid is eligible, qualified and capable in all respects to perform the contract satisfactorily. If, there is more than one schedule of requirement, then, such determination will be made separately for each schedule.

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DISPENSARY,
 (A) Founder Shobari Academy of Administration,
 'Charlaavilla', MUSSOORIE

Dr. YS Vamsi Krishna Reddi
 Dr. YS Vamsi Krishna Reddi / M.B.B.S., M.S., General Surgeon
 Medical Officer
 लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
 LBS National Academy of Administration
 भारत सरकार / Government of India
 Mussoorie (Uttarakhand)

Dr. Mayank Badola
 डॉ. मयंक बदोला / Dr. Mayank Badola
 सिविल चिकित्सा अधिकारी / Senior Medical Officer MBBS, M.D
 लाल बहादुर शास्त्री राष्ट्रीय प्रशासन अकादमी
 LBS National Academy of Administration
 भारत सरकार / Government of India
 Mussoorie (Uttarakhand)

2. The Service Providers are registered on GeM based on self-declaration of valid Drug License. However, Buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
- Buyer shall depute one team member for smooth coordination with the Service Provider.
 1. Buyer shall communicate their requirement such as day to day/emergency drugs/medicine, dressings and surgical consumables and intimate the Service Provider in timely manner.
 2. Buyer shall ensure to clear the invoices raised by the Service Provider and timely payments be made as per the terms and conditions of the contract.

5.2 Service Provider's Obligations

1. The Service Provider is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of bid.
 2. The Service Provider shall not sublet transfer or assign the contract or any part thereof without the written permission of the Buyer. In the event of the Service Provider contravening this condition, the Buyer shall be entitled to place the contract elsewhere on the contractors account at his own risk and the Service Provider shall be liable for any loss or damage which the Buyer, may sustain in consequence or arising out of such replacing of the contract.
- The Service Provider shall always maintain sufficient stock of the standard quality of medicines to avoid inconvenience to Buyer.
 1. The Service Provider shall indicate Batch number, Name of manufacturer and Expiry date on indents at the time of supply.
 2. The empanelled chemist shall supply the drugs, dressings and surgical consumables at the agreed "Discount on MRP (%)" in the stipulated time against the indents issued by the hospital/medical establishment/store to which the chemist is attached.
 3. The Service Provider should be Registered under Shops and Establishment Act/ Indian Partnership Act 1932 / Companies Act 1956.
 - All mandatory licenses shall be valid during the contract period.
 - The Service Provider must hold a valid license issued by Drug Controller Authority of the State for running the chemist shop/establishment. The successful Service Provider will further ensure that their Licenses remain valid till the end of the contract period.
 1. All Provision of Drug & Cosmetic act 1940 as amended till date and rules made there under will always be applicable on Service Provider.
 2. The Service Provider should have Non-conviction Certificate from the State Drug Controller and must be complied by the Service Provider as specified by Buyer. The Non-Conviction Certificate should be dated not more than 6 months prior to date of publishing of Bid.
 3. Life Period: The shelf life of drugs/items supplied should not have passed more than half of shelf life from the date of manufacturing at the time of supply.
 - Packing: The packaging should be done in compliance with legal metrology act and/ or legal compliances required, giving such legible details like expiry. date of manufacture, manufacturer details, batch No. Etc.

https://mkp.gem.gov.in/services#/browse/services_home_heal_loca/open

Goepole
DISPENSARY,
 Lal Bahadur Shastri Academy of Administration,
 'Charleville' M.U.S.

Dr. YS Vamsi Krishna Reddy
 M.D.B.S., M.S., General Surgeon
 Medical Officer
 National Academy of Administration
 Government of India

Dr. Mayank Badola
 Senior Medical Officer MBBS, M.D.
 National Academy of Administration
 Government of India

Supplies are required to be made in original packing of manufacturer and in only available packing at recommended temperature range (cold chain to be maintained in transit), for the total quantity demanded for any particular medicine/drugs, on any particular day.

- Delivery of supplies: Date and time for delivery of stores shall be deemed as the essence of this contract and must be complied by the Service Provider as specified by Buyer. If there be delay or refusal by local chemist(s), in which case the hospital can make alternative procurement at risk and expenses of the empanelled chemist(s) which means the purchase will be done from the chemist available in open market and the excess money paid will be deducted from the bills of chemist(s) empanelled.
- Quality of Medicines/drugs, dressings and surgical consumables: The medicines/drugs, dressings and surgical consumables to be supplied will be of standard quality and must be complied by the Service Provider as specified by Buyer. In case, it is found that any medicine/drugs have expired, or is sub-standard or spurious supplied by Service Provider, Buyer shall also have the right to take appropriate legal actions. If for any unavoidable reasons beyond control, it is not possible for Service Provider to immediately supply the medicines and the hospital is compelled to procure the same from other Service Provider (Local Chemist), extra expenditure on this account will be recovered from subsequent bill(s)/performance security deposit.

6.Payment Terms and Conditions

- Payment shall be made once the Service Provider submits the invoice online on GeM portal along with other relevant documents and after generation of Service Delivery Acceptance Certificate (SDAC) by consignee for the submitted invoice.
- All deductions (if applicable) will be accounted/deducted during SDAC generation before making the payments. Payment will be made through bank transfer only and in no circumstance, payment shall be made through cash/ cheque payment.

7.Deductions / LD

7.1. If the Service Provider fails to deliver any or all the Service(s) or perform the services within the period specified in this Agreement, the Buyer shall without prejudice to its other rights and remedies under and in accordance with the Agreement, levy Liquidated Damages (LD) from the payments, which are due to the Service Provider.

7.2. Deductions shall be levied on the Service Provider, for the violation of the Service Level Agreement of the Agreement as mentioned below:

S.No	Description	Deduction
1	In case of non-supply as per Buyer requirement	0.5 % of billed amount imposed for each of such incidence

(Faint signatures and stamps)
 Dr. YS Vanshi Krishna Reddy, MBBS, M.S., General Surgeon
 Director, Government Medical College, Mussoorie
 LBS National Academy of Administration
 भारत सरकार / Government of India
 मसुरी (उत्तराखण्ड) / Mussoorie (Uttarakhand)

2	Delayed Supply as per Buyer requirement	0.5 % of billed amount imposed for each of such incidence
3	Partial delivery as per Buyer requirement	0.5 % of billed amount imposed for each of such incidence
4	Brand substitution without prior approval	0.5 % of billed amount imposed for each of such incidence

- The overall deductions/ LD will be capped at 10% of the Contract value.
- The amount of deductions / LD may be adjusted or set off against any sum payable to the Service Provider under this Agreement with the Buyer.
- All statutory variations leading to increase in the cost of the Contract will be debited to the Buyer's accounts.

1. Termination of Agreement

The Agreement shall come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

8.1 Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.

8.2 Breach of contractual obligations: The Buyer shall have the right to terminate the Contract effective immediately by giving written notice of 30 days to the Service Provider, if the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 (fourteen) days after receiving notice requiring it to do so.

8.3 Breach of SLAs

The contract may also be terminated by the Buyer if the cumulative deductions / LD rise to 10% of the Contract value.


However, termination of this Contract shall not affect any accrued rights or remedies of either party.

8.4 Notwithstanding any other provision, the Buyer may terminate this Agreement/ Contract immediately upon written notice if: (a) Service Provider or its personnel/agents commit acts/omissions endangering child safety (including POCSO non-compliance); (b) credible allegations or reports of abuse, exploitation, harassment, or improper handling, reporting, or documentation of disclosures, complaints, or incidents involving children arise; (c) any criminal investigation is initiated against Service Provider/its personnel related to the services under this Agreement. Such termination shall be without prejudice to the Buyer's rights under this Agreement or any other law, including filing criminal complaints or pursuing civil/criminal remedies against the Service Provider or its agents/personnel.

1. Service Formula

Total Cost = (Estimated Total Procurement Value without discount (INR) - (Estimated Total Procurement Value without discount (INR) * Discount on MRP (in Percentage)/100))

*****End of Document*****


 Dr. YS Vamsi Krishna Reddy
 Medical Officer / M.B.B.S, M.S., General Surgeon
 LBS National Academy of Administration
 Government of India
 Mussorie, Uttarakhand


 Dr. Mayank Badoia
 Senior Medical Officer MBBS, M.D.
 LBS National Academy of Administration
 Government of India
 Mussorie, Uttarakhand

https://mkp.gem.gov.in/services#/browse/services_home_heal_loca/open

(Deepak Mandarnani)

DISPENSARY,
 Lal Reshmi Shastri Academy of Administration,
 'Charleville' MUSSORIE

**Additional part of ATC for Tender Document for Implement of Authorised Local
Chemist (ALC) empanelment Service**

- The firm must submit audited balance sheet and profit & Loss statement of the last three financial years i.e. FY 2024-25, 2023-24 and 2022-23 to support past turnover requirements. Any other CA certificate will not be accepted.
- The firm must not have reported a net loss in any of the last three financial years i.e. FY 2024-25, 2023-24 and 2022-23, and its net worth must have remained positive as per the audited financial statements for each of the last three financial years.
- **Experience Criteria:** The firm shall submit copies of CRAC (in case of GeM orders) or Material Receipt Certificates, along with the corresponding work orders, as documentary evidence in support of the required work experience for the financial years FY 2024-25, 2023-24 and 2022-23.