



Office of the Sr. Medical Superintendent,
Shimla-171001,
Phone: - 0177-2658941, Email: - msdduripon@gmail.com
Website: - [https:// dduzhshimla.hp.gov.in](https://dduzhshimla.hp.gov.in)



No. HFW-SML/SMS/Tender - 1427

Dated: 03/10/2024

**TENDER FOR THE RENTING OUT OF THE MEDICINE SHOP AT THE DDU ZONAL HOSPITAL,
SHIMLA, FOR THE YEAR 2025-27**

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TENDERING SCHEDULE: -

Date & Time of on-line publication at Hospital website, i.e. https://dduzhshimla.hp.gov.in :	07-10-2024, 17:00 hrs.
Period for Downloading of tender document:	07-10-2024 to 02-11-2024 up to 17:00 hrs.
Date & time for Pre-bid meeting:	09-10-2024 at 11:00 hrs.
Place of Pre-Bid Meeting:	Office of Sr. Medical Superintendent DDU Zonal Hospital Shimla, Himachal Pradesh - 171001.
Start date and time for submission of tender:	10-10-2024 at 10:00 hrs.
Last date and time for submission of tender along with the cost of tender document, Earnest Money Deposit, and the supporting documents:	02-11-2024 up to 17:00 hrs. (Tender Box kept at the office of the Sr. Medical Superintendent DDU Zonal Hospital Shimla, Himachal Pradesh - 171001)
Date & Time for opening of Eligibility Bid:	04-11-2024 at 15:30 hrs. Venue: Office of Sr. Medical Superintendent DDU Zonal Hospital Shimla.
Cost of the tender document:	Cost of Tender Document (non-refundable) of ₹500/- (Rupees five hundred only) can be deposited in the shape of Demand Draft (DD) issued by any of the Scheduled Bank. The original DD be deposit be submitted along with technical bid.
Earnest Money Deposit (EMD):	Earnest Money Deposit of ₹50,000/- (Rupees Fifty Thousand only) can be deposited in the form of Fixed Deposit Receipt (FDR) pledged in favour of the Sr. Medical Superintendent DDU Zonal Hospital Shimla, or Demand Draft (DD) issued by any of the Scheduled Banks. The original FDR/DD be submitted along with technical bid.
If the date fixed for the opening of tender is declared a holiday, the tender shall be opened on the next working day at the same time as fixed for the original date for this purpose.	


Sr. Medical Superintendent
DDU Zonal Hospital Shimla

INSTRUCTIONS AND TERMS & CONDITIONS

A. SCOPE OF WORK:

1. To rent out a space for a Medicine Shop measuring 14.72 sq.m. in size under the fly-over bridge installed within the DDU-ZH complex, purely on contract basis.
2. The space is being rented out with a view to augment the receipt of Rogi Kalyan Samiti Fund, which may be further used to facilitate discounted medicines and medical consumables and supplies for patient and general public welfare.

B. SITE VISIT:

Any site information given in this tender document are for guidance only. The Bidder is advised to visit and examine the Site and its surroundings at his own cost and obtain all information that may be necessary for submitting the tender and entering into a Contract. The Bidder shall be deemed to have inspected the Site and its surroundings beforehand and taken into account all relevant factors pertaining to the Site in the preparation and submission of the Tender.

C. CONTRACT PERIOD:

1. The contract will be initially for a period of three years w.e.f. the date of award of tender till 31.12.2027, which may be extended further upto two more years on year-to-year basis subject to mutual understanding and satisfaction of the lending authority.
2. No further extension will be granted after completion of the contract/extended contract period. The decision of the Sr. Medical Superintendent shall be final in this regard.
3. The monthly rent shall be increased by 5% on annual basis for the period of occupancy by the contractor.

D. GENERAL INSTRUCTIONS

1. The tender document and other instructions can be downloaded or viewed from the portal <https://dduzhshimla.hp.gov.in>.
2. Tenderer/Bidders are advised to follow the instructions provided in this tender document for submission of bids related to this tender.

3. The tender form is non-transferable.
4. Tender must be submitted strictly on the prescribed Tender Form, otherwise tender will be rejected straightway.
5. Tenders not confirming to the essential requirements, as per checklist will be rejected and no correspondence thereof shall be entertained whatsoever.
6. Bidders are not allowed to submit more than one bid for the same/similar tender, else all his/her bids shall be cancelled thereby making him disqualified in addition to the forfeiture of the EMD.
7. Copy of the tender document including terms and conditions, related annexures, and supporting documents, if any, shall be duly signed and stamped by the authorized signatory of the bidder on each page and shall be submitted alongwith the technical bid, as a token of acceptance of terms & conditions.
8. Tender with unsigned pages/incomplete/partial/part of tender if submitted will be rejected outrightly.
9. All the documents being submitted should be paged and numbered sequentially and the
10. Before submission of bids, bidders must ensure that copies of all necessary documents have been enclosed with the bid.
11. Any omission in filling the columns of Financial Bid form shall debar a tender from being considered. Rates should be filled up carefully by the tenderer.
12. Bids submitted must be unconditional and no communication will be made till the finalization.
13. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.
14. Late and delayed tenders will not be accepted.
15. It is required by all concerned, to observe highest standard of ethics during the procurement and execution of this Tender.

E. THE TENDER DOCUMENT SHALL BE SUBMITTED IN TWO PARTS:

1. The tender shall be submitted in offline mode in two part, viz., technical bid and financial bid.
2. **Pre-qualification/Eligibility/Technical Bid (Envelope-I):** The bidder shall submit the required documents, information required as per tender document in a sealed envelope superscripted as **"Technical Bid for renting of Medicine Shop at DDUZH Shimla"** The name of the bidder,

complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.It shall contain tender fee, EMD, and copies of all requisite documents, certificates etc. as specified in the tender document duly filled in and duly signed and stamped by the competent authority. All the documents should be clear and legible.

3. **Financial Bid/Price Bid (Envelope-II):**It shall contain financial bid strictly on the prescribed format at Annexure-5, in a sealed envelope superscripted as **“Financial Bid for renting of Medicine Shop at DDUZH Shimla”**The name of the bidder, complete postal address and Mobile No. must be mentioned on the left hand side corner of the envelope.. The financial bid will be opened only in respect of those bidders who qualify technical evaluation /Pre-qualification/Eligibility Bid criteria. Date & Time for opening of Financial Bid/Price Bid shall be opened and published only after technical evaluation.
4. Both the above envelopes (i.e. Technical Bid and Financial Bid) should be placed inside a larger sealed envelope and should be dropped in the **Tender Box kept at the office of the Sr. Medical Superintendent, DDU Zonal Hospital, Shimla-171001.**The envelope should be superscripted **“Tender for renting of Medicine Shop at DDUZH Shimla to be opened on 01.11.2024”.** The name of the bidder, complete postal address and Mobile No. must be mentioned on the left-hand side corner of the envelope.
5. The bids shall be opened on the date and time mentioned in the Tender Notice in the presence of bidders who opt to be present. If the date fixed for the opening of the tender is declared a holiday, the tenders shall be opened on the next working day at the same time as fixed for the original date for this purpose.
6. Price bid of only those bidders shall be opened who are found eligible at the pre-qualification stage.

F. ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER:

1. The bidder should be a Himachali Bonafide Resident or the firm/company should be registered in Himachal Pradesh.
2. The bidder must have a valid Degree/Diploma in pharmacy issued by an institution recognized by the Govt. of Himachal Pradesh. Copy of the same must be submitted along with the technical bid.
3. The Bidders shall have to register under the Himachal Pradesh Shops & Commercial Establishments Act, 1969, immediately, if not already registered and shall have to submit a copy of the registration to the Hospital Administration, within three months from the date of award of tender failing which the allocation shall stand cancelled and the Performance Security will be forfeited.

4. The bidder must submit a valid Drug license issued by the DHSR within three months from the date of award of tender failing which the allocation shall stand cancelled and the Performance Security will be forfeited.
5. An affidavit on ₹100/- stamp paper stating that no criminal / income tax / blacklisting case is pending against the bidder/firm, as per format enclosed at Annexure-3.
6. The bidder must have Goods and Service Tax (GST) registration. Copy of the registration certificate must be submitted alongwith the technical bid.
7. Copy of PAN No. and copy of Income tax Return of last three financial years must be furnished.
8. Turn over criteria: Average Turnover for the immediately preceding continuous three financial years shall be ₹10,00,000/-.
9. The ITR and turnover certificate duly certified by CA with UDIN No. on the basis of ITR/Balance Sheet, immediately preceding continues three financial years shall be submitted alongwith technical bid.

G. TENDER FEE & EARNEST MONEY DEPOSIT (EMD):

1. **Cost of Tender Document (non-refundable) amounting to ₹500 (Rupees Five Hundred only),** can be deposited in the shape of Demand Draft (DD) issued by any of the Scheduled Bank, payable at Shimla
2. **Earnest Money Deposit of amounting to ₹50,000/- (Rupees Fifty Thousand only)** can be deposited in the form of:
 - a. Demand Draft (DD) issued by any of the Scheduled Bank, **in favour of the Sr. Medical Superintendent DDU Zonal Hospital Shimla** or payable at Shimla, or
 - b. Fixed Deposit Receipt (FDR), valid for a minimum period of six months, pledged **in favour of the Sr. Medical Superintendent DDU Zonal Hospital Shimla**, payable at Shimla.
3. The original DD/FDR in respect of the tender fee and EMD should be submitted alongwith the technical bid during the submission of the bid.
4. The bid without EMD and tender fee will be summarily rejected.
5. The firms Registered with DGS & D/SSI or as MSMEs or by any approved sources of Centre/States Govt. are not exempt from furnishing Earnest Money in so far as this institute is concerned.

6. The EMD will be forfeited if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to the notice that the information/ documents furnished in its tender are incorrect or false.
7. The bid security (EMD) without interest shall be returned to all the unsuccessful bidders after finalization of contract with successful bidder.
8. The EMD of the successful bidder shall be returned only after successful submission of the due Performance Security and execution of the desired contract agreement, and subject to compliance of all terms and conditions laid out under this tender document.
9. The EMD of the successful bidder/contractor shall be forfeited if he fails to comply with any of the terms & conditions of the contract or fails to sign the contract.

H. TERMS & CONDITIONS:

1. The successful bidder/contractor will abide by all the terms and conditions, of the tender document and contract agreement during the period of occupancy of the allocated space.
2. The allocated shop shall be solely used for the selling of government-authorized generic medicines and medical consumables only, at subsidised rates, keeping the interests of the general public in view.
3. The successful bidder/contractor shall offer a minimum discount of 10% on MRP of all medicines and medical consumables to be sold through the medicine shop.
4. The Tenderer shall be required to keep the adequate stocks of medicines which should be available as required by patients on prescription of doctors. There should not be any compromise with the quality of medicines and other hospital items being sold in the shop.
5. The medicines shall be sold by authorised person(s) having Diploma/Degree in Pharmacy and registered with the Pharmacy Council of HP.
6. The successful bidder/contractor shall not be authorized to sublet the shop/any portion of the shop to any third party under any conditions.
7. The successful bidder/contractor shall not indulge in any unlawful activities within or outside the hospital campus.
8. The successful bidder/contractor shall be responsible for police verification of the antecedents of the staff engaged by him, if any, for maintaining the affairs of the shop. The tender inviting authority shall bear no responsibility in this context.
9. The successful bidder/contractor shall adhere to all the preconditions, norms for running of shop

as prescribed by MC Shimla and other agencies. The successful bidder/contractor shall be responsible for the shortcomings and violations of any preconditions and non-fulfilment of prerequisite certifications etc. The Hospital administration shall not be responsible for any wrongdoing in the shop.

10. The Successful bidder/contractor shall be courteous towards the Hospital Administration and shall maintain a healthy working environment in his shop and within the DDUZH Complex.
11. The successful bidder/contractor shall manage the operations of the shop in such a way so as to not cause any hindrance to the day-to-day functioning of the hospital or to cause any nuisance/inconvenience to the patients or general public.
12. The successful bidder/contractor shall have to deposit the agreed rent with the Hospital Administration on month-to-month basis, to be paid by the 10th of each month in advance, for the current month.
13. The successful bidder/contractor shall have to apply for individual commercial water & electricity connections, if so required at his own expense, with the permission of the Hospital Administration. The tender inviting authority shall bear no responsibility for providing such amenities to the contractor.
14. The successful bidder/contractor shall be responsible for maintaining the cleanliness of the allocated space and the surroundings at his own cost. The tender inviting authority shall bear no responsibility for providing such amenities to the contractor.
15. The successful bidder/contractor shall have to make his own arrangements regarding the garbage disposal/sanitation at his own expense. The tender inviting authority shall bear no responsibility for providing such amenities to the contractor.
16. The successful bidder/contractor shall have to bear the expenses related to any internal modifications/additions and alterations, if so required. The tender inviting authority shall bear no responsibility for providing such amenities to the contractor.
17. The successful bidder/contractor shall not be authorized to alter/modify the basic structure of the allocated shop, internally or externally, without the prior written approval of the competent authority.
18. The successful bidder/contractor shall have to arrange for additional storage, if so required at his own level and at his own expense. The tender inviting authority shall bear no responsibility for providing such amenities to the contractor

I. AMENDMENT TO TENDER DOCUMENTS:

1. Any future clarification and/or corrigendum(s) shall be communicated only through the DDUZH official website at <https://dduzhshimla.hp.gov.in> and will be binding on the bidders. The bidders are required to regularly check the website to know about any/all such corrigendum(s)/modification(s)/alterations(s) related to this tender.
2. In case of any problem; you may contact office of Sr. Medical Superintendent DDU Zonal Hospital Shimla-171001, on Phone No. 0177-2658941.

J. RIGHT TO ACCEPT OR REJECT BID(S):

1. Hospital Administration reserves the right to accept or reject any or all bids without assigning any reasons, whatsoever.
2. Hospital administration also reserves the right to reject any bid which in its opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.

K. RIGHT TO ASK FOR ADDITIONAL INFORMATION/DOCUMENTS:

1. Tender Inviting Authority may ask for additional information / Document(s), if any. The tenderer has to submit the required information/document as asked for by the Tender Inviting Authority.
2. The request for Clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

L. FINANCIAL PROPOSAL:

The evaluation committee of the Hospital administration will assess the financial bid of the bidders who have been declared eligible after technical evaluation. In case the financial bid of more than one firm / agencies is same as H-1, then the work will be awarded to the firms / agencies as follows:-

- i. By open auction among the tied bidders, to the highest bidder, if tie is between more than two firms/agencies.

M. AWARD OF CONTRACT:

1. After evaluation, the contract shall be awarded normally to the agency fulfilling all the

conditions of the tender and who has quoted the highest rate (H1 Bidder) as per financial bid after complying with the all the Acts / provisions stated / referred to for adherence in the tender.

2. If due to any reason H1 bidder is unable to deposit due performance security or execute the agreement within the stipulated time after depositing the performance security then that bidder will be rejected its EMD will be forfeited and H2 bidder may be called for the negotiation and if H2 bidder agrees to work on the rates quoted by rejected H1 bidder, then contract may be awarded to H2 Bidder at the H1 rates.
3. The contract shall be non-transferrable.

N. PERFORMANCE SECURITY:

1. The successful bidder shall have to furnish Performance Security amounting to Rs. 2,00,000/- (Rupees Two Lakhs only) by way of demand draft issued / FDR duly pledged in favour of **“The Sr. Medical Superintendent, DDUZH Shimla”** and drawn on any Nationalized Bank/ Scheduled Bank and payable at Shimla. The same shall be retained at the level of this office till 30-06-2028, or till six months after the completion of the contract period, whichever is later. Any damages to the hospital property due to the negligence of the contractor shall be liable to be deducted from the Performance Security, so retained.
2. The Performance Security Deposit of the successful bidder/contractor shall be required to be renewed/extended/resubmitted for at least six months after the due extension date, if and when the contract is extended beyond the initial contract period, and the fresh contract is entered upon, on year-to-year basis.
3. The Performance Security Deposit of the successful bidder/contractor shall stand forfeited immediately, if he fails to vacate the allocated (rented) premises, within the due admissible period for vacation, after the expiry of the contract period or if he is ordered to vacate the premises prematurely in public interest.

O. TAX & STATUTORY OBLIGATIONS:

1. The bidder will abide by and comply with the provisions of the Income Tax Act, 1961 and GST/CGST/SGST Acts, 2017, and other relevant laws, wherever applicable.
2. The bidder shall comply with all statutory provisions of Employees State Insurance Act & Employees Provident Fund Act and ensure the subscription to ESIC & EPFO wherever required.

3. The Bidder shall abide by and comply with all the relevant laws and statutory Requirements covered under Contract Labour (regulation & abolition Act 1970), Minimum Wages Act, EPF, ESI& MP Act 1952 and any other law, if applicable, with regard to the labour engaged by him.

P. PENALTIES:

1. The successful bidder/contractor shall have to compensate for any losses caused to the Govt. property within the DDUZH Complex on account of any action attributable directly or indirectly to any action of the bidder. Such loss shall be recovered from the Performance Security lying with the Hospital Administration and if the loss is greater than the amount of Performance Security, the excess amount shall have to be paid immediately, in one lump-sum by the contractor.
2. Delayed deposit of rent shall attract a penalty of 1% of the monthly rent amount for each day of delay beyond the scheduled date for payment of monthly advance rent.
3. Additionally, the delayed vacation of the allocated (rented) premises, after the due admissible period for vacation, after the expiry of the contract period or in case he is ordered to vacate the premises prematurely in public interest, shall attract penalty (over & above the forfeiture of the Performance Security Deposit), at the following rates:-

Period	Rate of the Penalty
For the first 15 days beyond the notified date for vacation of premises after expiry of tender	5% of the monthly rent amount for each day of the delay
For the next 15-30 days beyond the notified date for vacation of premises after expiry of tender	10% of the monthly rent amount for each day of the delay
For any period after 30 days beyond the notified date for vacation of premises after expiry of tender	25% of the monthly rent amount for each day of the delay

Q. EXPIRY OR TERMINATION OF THE CONTRACT:


1. The Tender Inviting Authority (Sr.MS), on the report/ recommendation of a committee duly constituted for the purpose or the Administration of the concerned Hospital, reserves the right to terminate the contract at any time without assigning any reason thereof and without giving any further notice to the contractor.
2. If the Contract is terminated by the Contractor at its own discretion or fails to observe the

terms & conditions of the Tender, Letter of Award for the Contract and the agreement signed by the Contractor with the tender accepting authority, the Security Deposit will be forfeited without prejudice to the Department's right to proceed further against the contractor for any additional damages that the Institute suffers as a result of breach of the aforesaid terms and conditions.

3. The Tender Inviting Authority reserves the right to accept or reject the tenders or cancel the tender without assigning any reason.
4. The successful bidder/contractor will be liable to vacate the premises within a period of one week from the date of expiry of the contract or within a month from the date of notice for an early vacation in public interest, as and when the premises is required by the hospital administration for the bonafide use in the interest of patients, whichever is earlier.

R. JURISDICTION:

1. In case of any dispute or difference, the decision of the Sr.MS Shimla shall be final and binding.
2. Any further disputes are subject to exclusive jurisdiction of Competent Court and forum at Shimla, in the state of Himachal Pradesh.
3. The arbitration proceedings shall be governed by the Arbitration Act 1986.
4. The contract shall be governed by the laws and procedures established by Government, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings / processing.


Sr. Medical Superintendent
DDU Zonal Hospital Shimla-1

TENDER FORM

S.N.	Particulars	
1.	Tender No. & date	
2.	Opening time & date of tender	
3.	Affix: PP Size recent Photograph of the Prospective bidder	
4.	Name of the Bidder (Individual/Firm/Company etc.)	
5.	Address of the Bidder (Individual/Firm/Company etc.)	
6.	Contact No.	
7.	E-mail address	
8.	Nature of Ownership (Sole Proprietor/partnership Firm/Company)	
9.	Registration number of the Firm/ Agency (if applicable)	
10.	Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with (if applicable)	
11.	Names & addresses of partners.	(a) _____ (b) _____ (c) _____ (d) _____
12.	Himachali Bonafide Certificate No.	

13.	PAN No.	
14.	GSTIN No.	
15.	Details of Tender Fee deposited <div style="text-align: right;"> Amount :: _____ DDNo :: _____ Date of issue :: _____ Name of the issuing bank :: _____ </div>	
16.	Details of Tender Fee deposited <div style="text-align: right;"> Amount :: _____ DD No. :: _____ Date of issue :: _____ Valid Till :: _____ Name of the issuing bank:: _____ </div>	
17.	No. of pages being submitted in Technical Bid (including Tender document, annexures and supporting documents, if any)	
18.	No. of pages being submitted in Financial Bid	
19.	Any other information.	

Declaration by the Bidder

This is to certify that I / We before signing this tender have read and fully understood all the terms and conditions and instructions contained herein and undertake myself / ourselves to abide by the said terms and conditions.

(Signature of Tenderer)

Name: _____

Designation: _____

Address: _____

Phone No. (0): _____

CHECK LIST OF THE DOCUMENTS TO BE FURNISHED WITH TECHNICAL BID

Please check whether the attested copies of the following documents have been attached or not.

1.	Copy of Himachali Bonafide Certificate (in case of individual)	YES	NO
2.	Registration No. (in case of the firm / agency / company)	YES	NO
3.	One Self attested recent pass port size Photograph of the face of the bidder/ Authorized person of the firm(s) / agency(ies) with Name, designation, Address, office Telephone Nos. Whether bidder is a sole proprietor/Partnership Firm/Company and if Partnership Firm, Name, Addresses & Telephone- Nos. of Director/Partners also.	YES	NO
4.	PAN No.	YES	NO
5.	Goods and Services Tax (GST) registration certificate	YES	NO
6.	Original copies ofDD towards Tender Fee and DD/FDR towards Earnest Money Deposit furnished or not	YES	NO
7.	Undertaking on ₹100/- stamp paper as per format enclosed in form as per Annexure 3	YES	NO
8.	Power of Attorney, if applicable	YES	NO
9.	Partnership deed or MOU/ AOA, if applicable	YES	NO
10.	Audited copy of annual return for the last three financial year certificate of annual turnover from C.A. and Income Tax Return for the last three years.	YES	NO

Signature of Tenderer
Name & Address with rubber stamp

FORMAT FOR PROVIDING UNDERTAKING

(To be submitted on a stamp paper of ₹100/-)

To

**The Sr. Medical Superintendent
DDU Zonal Hospital Shimla.**

3. I, the undersigned certify that I have gone through all the terms and conditions mentioned in the tender document and undertake to comply with them.
4. The rates quoted by me are valid and binding upon me for the entire period of the Contract.
5. I, the undersigned, hereby bind myself to Govt. of H.P for running medicine shop at
____ (Name & Address of Hospital) during the period of the contract.
6. The security money deposited by me shall remain in the custody of the (Designation & Address of Hospital), till six months after the expiry of the contract.
7. The condition herein contained shall form part of and shall be taken as included in the agreement itself.
8. I will be wholly responsible for running the medicine shop, and for the deployment of any persons for running of the shop.
9. I will pay the monthly rent regularly by the due date as per the conditions laid down under the tender document.
10. I shall be responsible to provide all benefits, i.e. E.P.F. Bonus, ESI, and Leave, etc. to eligible employees employed by me.
11. I shall abide by the provisions of Minimum Wages act 1948 and Contract Labour Act 1970 and other Labour laws applicable from time to time.
12. Damage to hospital property if any, due to lapse on my part/my staff may be recovered from me.
13. Should any lapse occur on my part or on my staff while discharging the services the hospital authorities may cancel my contract and award the work to another agency and can forfeit security money.

14. The decision of (Tender Inviting Authority) will be binding upon me/us.

15. I have not been penalized/blacklisted by any authority for providing unsatisfactory work by any Health Institutions or any other Government Organization in the State of H.P. If the facts are proved to be concealed by the service provider, he will not only be debarred from participation in the tender also action under criminal law will be taken against him.

16. No criminal case is pending against me in any Court of Law, anywhere in India.

Date:

Signature of the Tenderer
Seal of the agency

FORM OF AGREEMENT

This agreement is made on the_____ day_____ 2024 between_____ (Name and address of Head of the Hospital) hereinafter called "the Owner" of the one part and(Name & Address of contractor) hereinafter called "the Contractor" of the other part, under which the contractor will use its best endeavours for running THE MEDICINE SHOP AT THE DDU ZONAL HOSPITAL, SHIMLA, FOR THE YEAR 2024-25, on rent basis during the period from (dd/mm/yyyy to dd/mm/yyyy).

NOW THIS AGREEMENT WITNESSETH as follows:

01. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms & conditions of contract hereinafter referred to.
02. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - (a) Letter of acceptance for empanelment / award of contract
 - (b) Terms and Conditions
 - (c) Tender document
 - (d) Notice inviting Tender
 - (e) Price Bid
 - (f) Addendums, if any
 - (g) Any other documents forming part of the contract.
03. In consideration of the payments to be made by the Contractor to the Owner as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and complete the works/ services by in all respects with the provisions of the Contract.
04. The Contractor hereby covenants to pay the Owner in consideration of the renting out of the medicine shop at DDUZH Shimla, the Contract Price of ₹_____being the sum stated in the letter of acceptance subject to such additions thereto therefrom as may be made under the provisions of the Contract at the times and in manner prescribed by the contract.

For and on behalf of the Contractor
the authorized official

=====

For and on behalf of the Owner
Signature of the authorized official

=====

Name of the official
Stamp/Seal of the Contractor

Name of the official
Stamp/ Seal of the Owner

SIGNED, SEALED AND DELIVERED

By the said

By the said

----- Name

----- Name

on behalf of the Contractor in the
Presence of the Witnesses:

on behalf of the Owner in the
the presence of Witnesses:

1.SIGNATURE:
NAME:

1. SIGNATURE:
NAME

DATE:
DESIGNATION:
TELEPHONE NO:

DATE:
DESIGNATION:
TELEPHONE NO:

2. SIGNATURE:
NAME:
DATE:
DESIGNATION:
TELEPHONE NO:TELEPHONE NO:
DATE:DATE:

2. SIGNATURE:
NAME:
DATE:
DESIGNATION:

Notes:

- * To be made out by the employer at the time of finalization of the form of agreement.
 - ** Blanks to be filled by the employer at the time of finalization of the form of agreement.
 - *** To be deleted if not applicable.
-

PRICE BID FORMAT

(Amount to be quoted in Rupees and inclusive of all taxes)

S.N.	PARTICULARS	QUOTED RATE
1.	Rate of Monthly Rent to be paid as rent for the Medicine shop to be allocated within the premises of the DDU-ZH	

Date:

Signature of the Tenderer
Seal of the agency
