GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI
DIRECTORATE OF HEALTH SERVICES
(CENTRAL PROCUREMENT AGENCY)
SWASTHYA SEWA NIDESHALAYA BHAWAN
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E-TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES TO DEPARTMENT OF HEALTH AND FAMILY WELFARE GOVERNMENT OF NCT OF DELHI FOR THE YEAR 2015-16

Tender Reference: 1501.2

Date of Issue of Procurement Plan 2015-16	**13-11-2014**
Date of Issue of Tender Document	**13-11-2014**
Date, Time and Place of Pre-Bid Conference	**25.11.2014, 2 pm, Conference Room, 2nd floor, Directorate of Health Services, F-17, Karkardooma, New Delhi-110032**
Last Date and Time for prebid queries	**25.11.2014, 5.00 pm**
Last Date and Time for response to prebid queries	**26.11.2014, 5.00pm**
Last Date and Time of Receipt of Bids	**10.12.2014, 2.00 pm**
Date, Time and Place of Opening of Technical Bid	**10.12.2014, 2.10 pm, CPA, 5th Floor, Directorate of Health Services, F17, Karkardooma, Delhi 110032**
Address for Communication	**Additional Director, CPA, 5th Floor, Dte of Health Services, F-17, Karkardooma, Delhi-110032. cpa.dhs@gmail.com**
[All times shown are as per the Indian Standard Time (IST)]	

1. The Department of Health and Family Welfare (DoHFW), Government of National Capital Territory of Delhi (GNCTD), runs hospitals as well as dispensaries providing health services to the public. There are more than 25 hospitals & 250 dispensaries run by the Delhi Government. Directorate of Health Services (DHS) has been mandated to procure the drugs and medicines under Essential Drugs List (EL) which has been updated from time to time. GNCTD has created a separate structure called Central Procurement Agency (CPA) under

DHS which will exclusively look after the procurement of drugs & surgical consumables required for the health facilities in Delhi.

2. Tender Inviting Authority (TIA) – The Addl. Director- CPA, DHS, F-17, Karkardooma, Delhi–110032, (hereinafter referred as TIA unless the context otherwise requires).

3. Tender Accepting Authority (TAA) – Director Health Services, based on the recommendations of Special Purchase Committee (SPC).

4. *The tender document can be downloaded from e-procurement website (*https://govtprocurement.delhi.gov.in) and also from the website of CPA, Directorate of Health Services (www.health.delhigovt.nic.in) *free of cost.* The bidders, who have downloaded the bid Documents, shall be solely responsible for checking the above website for any clarification / addendum/ amendment to the bid document issued subsequently, and take into consideration the same while preparing and submitting the bids. CPA/DHS will not issue any separate communication to individual bidder.

5. Interested eligible bidder may elicit further information in the prebid meeting. However only those queries raised in written form prior to the due date to raise queries will be replied and put at the eprocurement/cpa site only for all to view.

6. E-Tenders (both Technical bid and Price Bid) will be received at the e-procurement site as per the date & time specified above.

7. Tenders will be opened in the presence of bidders/authorized representatives, who choose to attend, on the specified date and time.

8. At any time prior to the date of submission of tender, TIA may, for any reason, whether on own initiative or in response to a clarification requested by a prospective bidder, may modify the condition in tender documents by an amendment. All the prospective bidders will be notified through website only of the amendments and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, TIA may at discretion, extend the date and time for submission of bids.

9. The bid shall be valid for a period of 120 days from the date of opening of Technical Bid and prior to the expiry of the bid validity, the Tender Inviting Authority may request the Bidders to extend the bid validity for further period as deemed fit. However, CPA/DHS reserves the right to place purchase orders at the quoted rate till such period of validity of the tender and the bidder(s) are bound to accept the orders at the rates quoted / accepted.

10. Language of the bid shall be English only.

11. If a bidder is participating in both the tenders(1501.1 & 1501.2), he has liberty to upload the documents which are common for both the tenders in any of the tender and simply upload a piece of scanned paper stating this fact in the given place holder of other tender, since document place holders need not be vacant.

12. EMDs can in similar ways be combined and submitted jointly with any of the bid.

13. Documents required to be submitted in the tender but not having a place holder in sensitive document folder should be uploaded in Non sensitive folder/My Folder.

14. Technically qualified bidders may be considered for empanelment for subsequent biddings.

Place : Delhi Date : 13.11.14

E-TENDER FOR THE SUPPLY OF DRUGS AND MEDICINES
TO DEPARTMENT OF HEALTH AND FAMILY WELFARE
GOVERNMENT OF NCT OF DELHI
FOR THE YEAR 2015-16

Summary

Section I. Instructions to Bidders and Bidding Data Sheet

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Section I. Instructions to Bidders & Bidding Data Sheet

	A. Preparation of Bids
1. Cost of Bidding	1.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and TIA/TAA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. **All bidders shall get registered at the e-procurement site which entails one time minimal cost; details can be had from the site itself**.
2. Eligibility to bid.	Firms intending to participate in the tender shall fulfil all the eligible criteria as prescribed in the tender. The main requirements to bid are:- 2.1 Should be a **licensed Indian drug manufacturer or importer** (for drugs not manufactured in India). Quotations for drugs imported by licensed Indian manufacturers from their parent company abroad would be treated at par with quotations from other Indian manufacturer provided all the required criteria given in the tender document are fulfilled and import license in prescribed Form is submitted 2.2 Should have a **manufacturing and marketing experience of last three years** The required duration manufacturing and marketing experience would not apply to new drugs, as defined in Drug & Cosmetic Act and rules made there under. A certificate from the concerned Drug Controller shall be required for all new drug formulations to this effect. For imported items, there should be marketing experience of last three years for the item(s) quoted. The bidder should also have experience of importing medicines during last three year. 2.3 Should have an **average annual turnover of 25 crores during last three financial years**, with duly certified statement of Statutory Auditors to be enclosed with the tender. For imported items the annual average turnover of the bidder shall be minimum 10 crores. 2.4 Should have **WHO-GMP/GMP certificate as per Schedule 'M'** as per Drugs & Cosmetic act and rules made there under. 2.5 Should **not be under conviction** for manufacturing/supplying sub-standard drugs or on any other grounds under Drugs & Cosmetics Act or rules framed there under. The firm / company / corporation and any of its Directors / Proprietor / Partner / authorized signatories should not be convicted / or a criminal case filed against or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said matters. 2.6 Should **not be currently blacklisted**, debarred or deregistered for forgery, misrepresentation or supplying not of standard quality product(s) for which the bid is being submitted, by any govt. /autonomous body/ institution, hospital in India or for any reason by CPA(DHS). 2.7 Should **submit required EMD** in prescribed form unless exempted by a govt. order. 2.8 Should supply goods with sale invoice issued in Delhi. The bidder shall require

	to be registered with the Delhi VAT Department and submit a valid TAX Identification Number issued by Delhi VAT **with the invoices**. . 2.9 The bidders should have **production capacity earmarked to CPAs** requirements.
3. Documents Comprising the Bid Earnest Money Deposit (EMD)	3.1. A complete set of tender documents shall be uploaded in e-tender mode by eligible bidders on or before the due date and time specified above. 3.2. **EMD as detailed in para 6 shall be sent to the address of Tender Inviting Authority, along with the notarized undertaking, as per annexure IV in original**, before the due date and time mentioned above. Tender Inviting Authority (TIA) will not be responsible in any way for postal delay. A bidder may choose to submit this physically by dropping the envelope containing the EMD and the Undertaking duly superscripted with the tender no., bidder details, in the tender box specially kept for this purpose in the office of TIA at 5th Floor, CPA, DHS, F-17, Karkardooma, Delhi-110032, GNCTD on the day of the opening of the tender, before the l**ast date and time of receipt of bids. No document other than EMD and Undertaking need to be submitted physically.** . **<u>TECHNICAL BID</u>** 3.3 The Bidder should submit (upload) the following documents via e-tender as part of technical bid**. (All the documents submitted should be self attested and stamped by the Bidder before scanning and uploading at the e-procurement site. Original documents may be required to be produced when demanded).** 3.3.1 Earnest Money Deposit. Scanned copy shall be uploaded, original to be deposited with the undertaking, as detailed above 3.3.2 Registration certificate, with Registrar of Company under Company Act 3.3.3 Valid Manufacturing Licence, issued by the concerned Licensing Authority for the products quoted in the bid. For imported items, import license (in Form 10, along with Form 41) issued as per Drug and Cosmetic Act and rules made there under. 3.3.4 The instruments such as power of attorney, resolution of board etc., authorizing an officer of the Bidder and verifying his signature, duly signed by the Authorized signatory of the Company/Firm. Only such authorized officer of the Bidder should sign the tender documents. . 3.3.5 Market Standing Certificate for last three years, issued by the concerned Licensing Authority within 12 months prior to the date of publishing of tender document or after the publishing for each drug quoted, (Certificate should be enclosed with list of items). In case of direct importer, additional evidence of import of the said items for the last 3 years such as bill of lading and bill of entry for last 3 years in the absence of market standing certificate issued by Drug Control Authority to that effect. 3.3.6 Performance statement of manufacture/importer to establish 3 years market standing as per format in **Annexure-V.** 3.3.7 Non-conviction Certificate issued by the Licensing Authority within 12

	months prior to the date of publishing of tender document or after the publishing, certifying that the firm/company is not currently convicted. . 3.3.8 Current Good manufacturing practices Certificate (cGMP) as per revised Schedule-'M' or **WHO-GMP** (for manufacturers only) issued by the Licensing Authority. In case of Imported drugs, labels and product literature of all quoted product(s) must be submitted with WHO-GMP or certificate which is at par with WHO-GMP issued by the authorities of exporting countries like **U.S. FDA etc or COPP certificate** of their Principal Manufacturing company or firm. 3.3.9 Annual turnover statement for last 3 years in the format given in **Annexure-VI** duly certified by the Chartered Accountant. 3.3.10 VAT/ Sales tax registration certificate with Delhi VAT department, **to be submitted at the time of making supplies for the first time.** 3.3.11 Undertaking (as in the proforma given in **Annexure-IV**) 3.3.12 Documents, if any, to show that the manufacturing unit/importer has been recognized by any other Indian / International Standard Organizations as applicable etc. 3.3.13 List of items quoted in the given – **Annexure** -XII. 3.3.14 The bidders **earmarked** production capacity equal to CPAs requirements as per **Annexure -XII** **3.7. PRICE BID** 3.7.1. The Bidder shall fill in the BOQ given at the eprocurement site as per the **Annexure-XV** for the items quoted. 3.7.2 The rate quoted in BOQ(**Annexure-XV**) should be for a unit and for the given specification. The Bidder is not permitted to change/alter specification or unit size in the BOQ.
4. Currencies of Bid	4.1 The Bidder shall quote in **Indian Rupees** (INR) only.
5. Period of Validity of Bids	5.1 The bid shall be valid for a period of 120 days from the date of opening of Technical Bid and prior to the expiry of the bid validity, the Tender Inviting Authority may request the Bidders to extend the bid validity for further period as deemed fit.
6. Bid Security	**6. EARNEST MONEY DEPOSIT** 6.1 The Earnest Money Deposit referred to under Clause 3.3.1, shall be for the amount as indicated against each drug in Annexure-XV of the tender documents. In case a Bidder is quoting for more than one drug, the Earnest Money Deposit payable by such Bidder shall be the aggregate total of the Earnest Money Deposit for all the drugs quoted by such bidder. The bidders are required to furnish the breakup of the Earnest Money Deposit for the items quoted along with the EMD in the form of bank guarantee or fixed

	deposit receipt from a commercial bank in India, favouring Director Health Services, GNCTD, Delhi, payable at Delhi, for a period of 6 months from the date of opening of the technical bid. Earnest Money Deposit in any other form shall not be accepted. **In case the total EMD required for the drugs quoted by the bidder is less than Rs 20,000, then the bidder needs to submit an EMD for Rs 20,000. The upper limit of total EMD shall be Rs. Five Lacs. But if EMD is to be forfeited for the reasons given in the tender, exceeds Rs. Five Lacs, the bidder shall have to deposit the amount over and above Rs. Five Lacs within 30 days of the notice, otherwise it shall not be allowed to bid in any tender of Govt. of NCT Delhi during next 12 months.** 6.2 In case the EMD submitted by the bidder is not sufficient to meet the EMD requirement of all the items quoted, the available EMD will be adjusted for the drug items in the ascending order of the drug codes of the items quoted by the Bidder, till the EMD is exhausted. Further, the tender of such bidder for the remaining items, out of the quoted items, will be treated as non-responsive for want of the EMD. Any part value of EMD remaining unadjusted will be treated as an excess value furnished. 6.3 The tender submitted without EMD will be summarily rejected. 6.4 The tenders with insufficient Earnest Money Deposit will be processed in accordance to clause 6.2 above. 6.5 The Earnest Money Deposit will be refunded to the lowest bidders within 30 days from the date of signing the contract agreement and on the submission of Performance Security Deposit(PSD) 6.7 The Earnest Money Deposit (EMD) of the unsuccessful bidders would be returned within 30 days after finalisation of Rate Contract. **However bidder's attention is directed to the risk purchase mechanism clause**. 6.8 The Earnest Money Deposit (EMD) will be forfeited, if the Bidder withdraws his bid **either fully or partially during the validity of the tender/ contract period** 6.9 The Earnest Money Deposit (EMD) will be forfeited, in case of the lowest bidder, fails to execute the contract agreement and / or deposit the security Deposit within the stipulated time.
	B. Submission and Opening of Bids
7. Submission and Opening of Bids	**OPENING OF TECHNICAL & FINANCIAL BID** 7.1 Only authorized official are entitled to be present at the time of opening of Technical Bid of the tender submitted by them. No other persons will be permitted. 7.2 **Price Bid of bidders, who are found eligible on satisfying the criteria for technical evaluation only will be opened.**
8. Bid Opening	**8.1 Date, Time and Place of opening of price bid: This shall be system generated automatically at eprocurement site for technically qualified bidders. The bidders can view automatically from the site anywhere in the world with comparison chart.**
9. Right to Accept Any Bid, and to Reject Any or All Bids	9.1 TAA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

	C. Award of Contract
10. Award Criteria	**10. METHODOLOGY FOR PLACING ORDERS** (a) After the opening of price bids, price evaluation shall be done and the lowest quoted rate for an item shall be declared as L1 and the bidder shall be the L1 bidder for that item. Please refer annexure XV for gliptins and newer insulins. (b) The Bidder, who has been declared as lowest bidder for certain item(s), shall execute necessary agreement for the supply of the tendered quantity of such item(s) as specified in the Tender Document on depositing the required amount as Performance Security and on execution of the agreement such Bidder is eligible for the placement of Purchase Orders. (c) If two or more Bidders are declared as lowest suppliers for the same item(s), such Bidders shall execute necessary agreement as specified in the Tender Document. On depositing the required amount as Performance Security and on execution of the agreement, such Bidders are eligible for the placement of Purchase Orders on proportionate basis. (d) TIA/ TAA will inform the lowest rate to other Bidders who had qualified for Price Bid opening, **inviting their consent to match with the lowest rate for the item(s).** The Bidders who agree to match lowest rate, will be used for making risk purchase in case of failure of L1 bidder. (e) The Bidder, who agrees to match the lowest rate, shall furnish the revised offer of Price (Lowest Rate) in Format in **Annexure-XV.**. (g) While making risk purchase, for the bidders matching L1 rate provisions of the tender documents applicable to L1 rate Bidder will apply mutatis mutandis to the Matched L1 supplier also. (j) If the lowest supplier has failed to supply the required item(s) within the stipulated time or within the extended time, as the case may be, CPA/DHS may cancel such purchase orders and place Purchase Orders with an alternate source at the risk and cost of the defaulted supplier. (k) If the supplier fails to supply the item(s) for any of the three Purchase Orders placed for the same item(s), at any point of time, either fully or partly, within the stipulated time, CPA/DHS is at liberty to place Purchase Orders either with other Bidders at the price offered by them or with alternate sources and in such cases the defaulted supplier is liable to indemnify CPA/DHS, WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by CPA/DHS and the CPA/DHS is entitled to recover the difference in cost from any amount due/payable to the defaulted supplier. (l) Notwithstanding anything contained in para (k) above, the supplier, after committing the default in supply either partly or fully, can inform the CPA/DHS about his willingness to execute the Purchase Order

	during the tender period. The CPA/DHS, at discretion, may consider the willingness of the supplier on merit. However, such supplies will be subjected to the levy of Liquidated Damages and other penalties as stipulated in the tender document/ agreement and purchase order. (n) The Drugs/Medicines supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. CPA/DHS will not be responsible for the loss to the supplier and will not entertain any demand/claim. (o) The supplier shall supply the Item(s) at the specified destination along with excise invoice, Sale invoice of Delhi, Test reports (in house) of finished products for every batch and delivery Challan(as prescribed) at the destinations. Any supply without the above documents will not be accepted by CPA/DHS and the said supply will be accepted only on the date of submission of the required document. However, the test reports for the raw materials used in the product shall have to be furnished as and when called by CPA/DHS. (p) The supplier shall take utmost care in supplying the quality Drugs/Medicines and ensure that the batch number mentioned in the packages of the Drugs/Medicines tally with the batch number mentioned in the Invoice produced to CPA/DHS for payment. Also the supplier shall ensure the quantity relevant to the Batch Number of the Drugs/Medicines is mentioned in the invoice. Any variation will be viewed seriously and the goods will not be accepted at the destination. (q) It is the duty of the supplier to supply Drugs/Medicines at the destinations mentioned in the Purchase Order and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., logo, nomenclature in Hindi, etc., (r) Subject to para (q) above, **CPA/DHS will process the invoices submitted by the supplier to the destination and the payments against supply will be made, within 60 days by CPA from the date the Drugs/Medicines supplied has been declared of STANDARD QUALITY, by the Empanelled laboratory**. **The payment provisions will be as per section IV .10. The period taken in lab analysis is normally 10 days for items not requiring sterility test and 21 days for items requiring sterility test. Payment for all the supplies made to CPA purchase orders shall be done from CPA centrally and not by individual consignees.** (s) Subject to the conditions mentioned in the Purchase Order, Tender Document, Agreement executed by the supplier and here under, the Supplier is entitled for the payment against supply. In case of any discrepancy in levy of LD, Penalty, Unexecuted Fine, Short Passing of Bills, such discrepancy shall be intimated within 15 days from the date of receipt of payment, failing which CPA/DHS will not entertain any claim thereafter.

11. Signing of Contract	**11. AGREEMENT** 11.1. The lowest Bidder shall execute an agreement on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Bidder) within 15 days from the date of the intimation from CPA/DHS, informing that his tender has been accepted. The Specimen form of agreement is available in **Annexure-IX.** 11.2. The Bidder shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. 11.3 All notices or communications relating to and arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Bidder if delivered to him or left at the premises, places of business or abode or through internet as provided by the bidder. 11.4 If the lowest/matched Bidder fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will not be signed and the Earnest Money Deposit pertaining to the item(s) deposited by the bidder along with the tender shall stand forfeited by the CPA/DHS, and the firm will also be liable to make for the damages/losses suffered by CPA/DHS, apart from blacklisting and other penal actions.
12. Tender Quantity Requirement	12.1 The details of the required drugs, medicines, etc., are shown in **Annexure-XV**. ***The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased*** by the CPA/DHS, at its discretion, depending on the actual need. Though the tentative quantity is indicated in the agreement, the CPA/DHS, will confirm the actual requirement then and there through purchase order(s). The bidders shall supply the drugs only on the basis of the purchase order issued by the CPA/DHS. Any supply without a valid purchase order will not be accepted by CPA/DHS for payment and the CPA/DHS shall not be responsible for any loss on this account. 12.2 However, once the purchase order/orders is/are issued by the CPA/DHS, the bidder should not renege from the commitment of supplying the quantity mentioned in the agreement / undertaking. 12.3 The rates quoted shall not be varied with the order quantity or the destination during the full contract period.
13. Performance Security	On being informed about the acceptance of the tender and at the time of signing the Agreement, the bidder shall submit the Performance Security Deposit (PSD), equal to 5% of the expected annual procurement value (tendered quantity x unit rate) in the form of ***Demand Draft, Fixed Deposit Receipt(FDR) or irrevocable Bank Guarantee*** in favour of Director Health Services, GNCT, Delhi, payable at Delhi. In case the Performance Security Deposit is paid in form of FDR/Bank Guarantee, the bank guarantee shall be valid for a period of 2 years from the date of issue of the acceptance letter from the Tender inviting Authority. The format of

	Bank Guarantee is at **Annexure-X.** Failure to deposit the performance security will attract Clause No. 1.1 of Section IV. General and Special Conditions.

Section II. Evaluation and Eligibility Criteria

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1. ACCEPTANCE OF TENDER

1.1 Tenders will be evaluated in accordance to the provisions of the General Financial Rules and the criteria mentioned herein. Rate per unit inclusive of all taxes and charges (landed price) as mentioned in BOQ(**Annexure-XV)** shall be worked out for determining the L1 rate (Lowest rate).

1.2 CPA/DHS, reserves the right to accept or reject the tender for the supply of all or any one or more items of the drugs tendered for in a tender without assigning any reason.

1.3 CPA/DHS, or its authorized representative(s) has the right to inspect the factories of Bidders/Suppliers, before accepting the rate quoted by them or before releasing any purchase order(s) or at any point of time during the continuance of tender and also has the right to reject the tender or terminate/cancel the purchase orders issued and/or not to place further order, based on adverse reports brought out during such inspections by any statutory authorities besides blacklisting for a period of 2 years.

1.4 The acceptance of the tenders will be communicated to the lowest / matched Bidders in writing.

1.5 The Bidder, whose manufacturing unit is found to be not complying with the cGMP during inspection, will be levied with a fine of Rs.50,000/- or the expenditure incurred by the CPA / DHS, in such inspection, whichever is higher. This fine amount shall be deducted from the EMD/PSD deposited by the bidder or any other amount payable to them in any nature. The amount will be deducted without any notice. In case of deficit, legal action will be taken against the bidder for recovery.

2. GENERAL

FOR COMPANY

2.1 Bidder shall be a manufacturer having valid manufacturing license or direct importer holding valid import license. **Distributors/Suppliers/Agents/ are not eligible to participate in the Tenders.**

2.2 The Company/Firm which has been blacklisted by CPA/DHS, **due to quality failure / non performance of tender conditions / any other grounds should not participate in the tender during the period of blacklisting.**

2.3 The Company/Firm which has been blacklisted by any other State Government/Central Government / its Drug procurement agencies due to quality failure and /or fraudulent/illegal practices of the drugs supplied should not participate in the tender during the period of blacklisting.

FOR PRODUCT(S)

2.4 Bidder should have obtained permission to manufacture the item/drug quoted as per specification in the tender from the competent authority. The imported product should have valid import license by the competent authority.

2.5 Tender should not be submitted by the company for the Product(s) for which the Company has been blacklisted / banned / debarred by CPA/DHS on any grounds.

2.6 Tender should not be submitted for the product(s) for which the company has been blacklisted by any other State Government / Central Government / its Drug procurement agencies due to quality failure and/or fraudulent/illegal practices of the drugs supplied.

3. FINANCIAL CAPABILITY

Average Annual turnover of the bidder and the manufacturer in case of imported items during the last three years i.e., 2011-12, 2012-13, 2013-14 shall not be less than Rs 25 Crores .

4. EXPERIENCE AND TECHNICAL CAPACITY

Bidder should at least have 3 years Market Standing as a manufacturer for each drug quoted in the tender as manufacturer. In case of Importer, their principal manufacturer should have 3 years market standing in India for that item and the **Importer should have 3 years market standing as importer of medicines.**

5. ADDITIONAL REQUIREMENT

5.1 The Bidder should give a notarized affidavit that they have not been black listed due to quality failure and /or fraudulent/illegal practices for the quoted product / firm by any other State Government / Central Government / its Drug procurement agencies or by CPA/DHS and also not blacklisted by CPA/DHS due to non performance of tender conditions and thereby eligible to participate in the present tender. (Notarized affidavit as per **Annexure-IV.**)

5.2 During the validity of the tender if the firm / Company is blacklisted by any other State Government / Central Government / its Drug procurement agencies on the grounds stated above in Point No. 2/or convicted by any Court of law in India, it shall be intimated to CPA/DHS by the corresponding firm/ company.

5.3 Bidder should quote for ***100%*** of the tendered quantity of each drug exclusively earmarked for CPA/DHS in this tender irrespective of any other tenders that may be floated by CPA/DHS for any drug in which the same firm/company become eligible/selected.

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Section III. Schedule of Requirements

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1. SUPPLY CONDITIONS

1.1. Purchase orders along with the place of supply (destinations) will be issued to the successful bidder(s), now supplier(s) at the discretion of the CPA/DHS preferably once in a month.

1.2. The purchase order shall be available at NIRANTAR (the Supply Chain software of CPA), to which access shall be given to the suppliers and an email to the address submitted by the suppliers, shall be sent to him about the availability of the new purchase order at NIRANTAR. Once an email is sent, it will be presumed that the purchase order has been delivered to the supplier. No other method shall be used to issue a purchase order.

1.3. The Bidder should also upload the details of supply schedule, at "NIRANTAR" within 7 days from the receipt of the purchase order.

1.4 (i) **FOR CATEGORY "A" DRUGS (DRUGS NOT UNDERGOING STERLITY TESTING)**

(a) The supplier shall supply the ordered quantity within **60 days** from the date of issue of purchase order at the destinations mentioned in the purchase order. If the above day happened to be a holiday for CPA/DHS, the supply should be completed by 4.00 PM on the next working day. If the Bidder fails to execute the supply within the stipulated time the CPA/DHS, without any notice/information is at its liberty to make alternative arrangement for purchase of the items of drugs and medicines for which the Purchase orders have been placed, from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the defaulted supplier and in such cases the CPA/DHS, has every right to recover the cost and impose penalty as mentioned in Clause 13 of "Section IV. General and Special Conditions".

(b) The supplier may continue the supply of the unexecuted quantity after **60th days upto 4 PM of 70th days / 80th days / 90th days,** subject to levy of appropriate Liquidated Damages as specified in clause 12 of "Section IV. General and Special Conditions".

1.4 (ii) **FOR CATEGORY "B" DRUGS (DRUGS UNDERGOING STERLITY TESTING)**

(a) The supplier shall supply the ordered quantity within **75 days** from the date of issue of purchase order at the destinations mentioned in the purchase order. If the above day happened to be a holiday for CPA/DHS, the supply should be completed by 5.00 PM on the next working day. If the Bidder fails to execute the supply within the stipulated time, the CPA/DHS, without any notice/information is at its liberty to make alternative arrangement for purchase of the items of drugs and medicines for which the Purchase orders have been placed, from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the defaulted supplier and in such cases the CPA/DHS, has

every right to recover the cost and impose penalty as mentioned in Clause 13 of "Section IV. General and Special Conditions".

(b) The supplier may continue the supply of the unexecuted quantity after **75th days upto 5 PM of 85th days / 95th days / 105th days ,** subject to levy of appropriate Liquidated Damages as specified in clause 12 of "Section IV. General and Special Conditions".

1.5. Supplier shall complete the earliest pending purchase order before commencing the supply of subsequent purchase orders.

1.6. All supplies will be scheduled for the period from the date of issue of purchase order till the completion of the tender in instalments, as may be stipulated in the Purchase Order, subject to various conditions mentioned here under. The supplied medicines and Drugs (covered in SCHEDULE "P" of Drugs and Cosmetics Act) should have the prescribed potency throughout the shelf life period as prescribed in the Drugs and Cosmetics Act 1940 and rules there under and in relevant Pharmacopoeias. The remaining shelf life of the drug at time of delivery should not be less than ¾ of the labelled shelf life and its active ingredients should remain within the permissible level throughout the shelf life period of the drug.

In case of imported items the remaining shelf life of 60% or more may be accepted with the undertaking that the firm replace the unused expired stores with fresh goods. However, firm supplying drugs with remaining shelf life of 75% or more need not submit such undertakings.

1.7. The Bidder must submit an in house lab analysis report for every batch of drug along with invoice. In case of failure on part of the supplier to furnish such report, the batch of drugs will be returned back to the suppliers and he is bound to replenish the same along with in house lab test report. The Drugs and medicines supplied by the successful Bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in the tender.

1.8 Cancellation of Order

FOR CATEGORY "A" DRUGS

(i) The order **stands cancelled at the end of 90th day** from the issue of the purchase order after levying penalty on the value of unexecuted order as specified under Clause 12 of "Section IV. General and Special Conditions". Further, the Bidder shall also be liable to pay other penalties as specified under Clause 13 of "Section IV. General and Special Conditions". However if such default occurs for 3 or more purchase orders placed during the tender period, penal action like blacklisting from participating in present and future tenders of CPA/DHS, may be enforced by the CPA/DHS.

FOR CATEGORY "B" DRUGS

(ii) The order **stands cancelled at the end of 105th day** from the issue of the purchase order after levying penalty on the value of unexecuted order as specified under Clause 12 of "Section IV. General and Special Conditions". Further, the Bidder shall also be liable to pay other penalties as specified under Clause 13 of "Section IV. General and Special Conditions". However if such default occurs for 3 or more

purchase orders placed during the tender period, penal action like blacklisting from participating in present and future tenders of CPA/DHS, may be enforced by the CPA/DHS,

1.9. It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt in Warehouse/hospitals/consignee. CPA/DHS, is not responsible for the stock of drug received, for which no order is placed.

1.10. If at any time the Bidder has, in the opinion of the CPA/DHS, delayed the supply of drugs due to one or more reasons related to Force Majeure events such as riots, mutinies, wars, fire, storm, tempest or other exceptional events at the manufacturing premises, the time for supplying the drugs may be extended by the CPA/DHS, at discretion for such period as may be considered reasonable. However such extension shall be considered only if a specific written request is made by the Bidder within 10 days from the date of occurrence of such event with necessary documentary evidence. The exceptional events does not include the Scarcity of raw material, Increase in the cost of raw material, Electricity failure, breakdown of machineries, Labour disputes/Strikes, Insolvency, and Closure of the Factory/Manufacturing unit on any grounds etc.

1.11. The supplier shall not be liable to pay LD/penalty and forfeiture of performance security for the delay in executing the contract on account of the extension of supply period granted on the ground of force majeure events.

2. LOGOGRAMS

Logogram means, wherever the context occurs, the design as specified in **Annexure-I. The name of the drug shall be mentioned in Hindi and English only.**

2.1. Bidders should note that the product(s) will be prepared as per the specifications given in the tender and packed with appropriate size of the strips/blisters and with the logogram of proportionate size either printed or embossed on tablets and capsules, bottles etc., as per the design enclosed as per **Annexure-I**

2.2 All tablets and capsules have to be supplied in standard packing of 10 x 10 or as given in the tender document unless it is specifically prescribed in the Drug and Cosmetic Act and rules there under, in strip of blister packing with printed logogram of proportionate size and shall also conform to Schedule P1 of the Drugs & Cosmetics Act & Rules wherever it applies. Affixing of stickers and rubber stamps shall not be accepted, unless the purchase order quantity is less than the production batch size, it is an emergency procurement, in cases of risk purchases or when the product is imported, in all these cases permission shall need to be taken from DHS/ HOD of the consignee institution.

2.3 Vials, Ampoules and Bottles containing the items tendered for should also carry the printed logogram of proportionate size.

2.4 Failure to supply Drugs etc., with the printed logogram of proportionate size will be treated as breach of the terms of agreement / violation of tender conditions and action may be taken as per condition in Clause 12.4 of "Section IV. General and Special Conditions". However if such failure continues despite notice, it will be viewed as a serious lapse. Bidders who are not willing to agree to conditions above will be summarily rejected.

3. PACKING

3.1. The drugs and medicines shall be supplied in the package specified in **Annexure-.I** and **AnnexureVII** and the package shall carry the logograms of proportionate size specified in **Annexure-I..**. Affixing of labels in smaller size may be treated as violation of tender conditions and fine will be deducted from the amount payable as per condition in Clause 12.4 of "Section IV. General and Special Conditions"

3.2. **2D** Bar coding as per GS1 standard should be done on tertiary packing of the supplies as per the specifications given in **Annexure-XIII**.

3.3. Effort should be made to keep the minimum size of each tablet at 6.4 mm in diameter or as prescribed by standard pharmacopeia.

3.4. The packing in each carton shall be as per the specification mentioned in **Annexure-VII**. The outer carton should be of **white board** with a minimum of 300 GSM with laminated packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with **white board** of 450GSM**.** Failure to comply with this shall lead to non-acceptance of the goods besides imposition of penalties as per Clause 12.4 of "Section IV. General and Special Conditions". **However in case of poor / damaged packing, necessary replacement should be provided for damaged goods.**

3.5. The caps of bottle preparations should not carry the name of the supplier.

3.6. The labels in the case of Injectable preparations should clearly indicate whether the preparations are meant for Intravenous (IV), Intra Muscular (IM), Intra Dermal (ID), Subcutaneous (SC) administration etc.

3.7. It should be ensured that only first hand fresh packaging material of uniform size, including bottle and vial, is used for packing.

3.8. All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.

3.9. Packing should be able to prevent damage or deterioration during transit.

3.10. In the event of items of drugs supplied found to be **not as per specifications in respect of their packing and logogram**, the CPA/DHS, is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier. In such cases the CPA/DHS, has every right to recover the cost and impose penalty as mentioned in Clause 12.4 of "Section IV. General and Special Conditions".

4. QUALITY TESTING

4.1. Samples of supplies from each batch will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different laboratories including Government Drugs Testing Laboratory for testing as decided by the CPA/DHS; the items excluded from testing shall be indicated in the tender documents

4.2. The Drugs shall have the active ingredients at the prescribed level as indicated in official compendiums throughout the shelf life period of the drug. The samples may be drawn periodically throughout the shelf life period and if found "Not of Standard Quality", the cost of entire batch paid will be recovered whether consumed fully/partially. Also action will be initiated as per clause 19, irrespective of the period of supply. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirement shall render the relevant batches liable to be rejected. If the sample is declared "Not of Standard Quality" or spurious or adulterated or misbranded, such batch/batches will be deemed to be rejected goods.

4.3. In the event of the samples of Drugs and medicines supplied fails in quality tests or found to be not as per specifications, the CPA/DHS, is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the CPA/DHS, has every right to recover the cost and impose penalty as mentioned in Clause 13 of "Section IV. General and Special Conditions".

4.4. The supplier shall furnish to the CPA/DHS, the Evidence of bio-availability and/or bio-equivalence reports for certain critical drugs upon demand.

4.5. The supplier shall furnish evidence of the basis for expiration dating and other stability data concerning the commercial final package on request by the CPA/DHS, In case of any adverse report in the field, the B.M.R/B.P.R for the particular batch of the product(s) supplied shall be produced when demanded.

4.6. The products should conform to the standards of IP/BP/USP/EP/JP as the case may be. In case the product is not included in the said compendiums, the supplier, upon award of the contract, must provide the reference standards and testing protocols for quality control testing. For imported drugs, respective Country's Pharmacopeial standards shall be acceptable (even if the product is official in IP).

4.7 The case of admixture of drugs / mixing of various batches in the Primary / Secondary and/or Tertiary packing, such case will be treated as a violation of tender conditions and fine will be levied as per Clause 13 of "Section IV. General and Special Conditions".

4.8 The cost of lab testing done by CPA as per para 4.1 & 4.2 shall be payable by the supplier as per actual which shall be ordinarily not exceed 1% of the total supply value of that supplier for that tender. The supplier shall deposit 0.5% of the annual procurement value in the form of Demand Draft favouring Director

Health Services, GNCTD, payable at Delhi, along with the PSD as initial deposit for lab testing; rest of the deposit/refund shall take place as per actual.

4.9 In-house QA/QC reports of all drugs should also be emailed to to CPA.

Section IV. General and Special Conditions

Table of Clauses

1. BLACK LISTING IN THE EVENT OF WITHDRAWL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE

1.1. BLACKLISTING OF PRODUCT/BIDDER ON WITHDRAWAL OF TENDER

(a) If a bidder fails to execute the agreement / to deposit performance security / to perform the obligations under the tender conditions / commits default in the performance of the contract, CPA may disqualify the firm from participating in the tender for the next 2 years besides forfeiture of EMD/Security deposit for that item(s).

(b) If a bidder withdrawn after participating in the tender either fully or partially, CPA may disqualify the bidder from participating in the tender for the next 2 years besides forfeiture of EMD/Security deposit for that item(s).

1.2 BLACKLISTING FOR QUALITY FAILURE

1.2.1. Quality Test by the Empanelled Laboratories of CPA/DHS

(a) Each and every batch of drugs/medicines supplied by the supplier shall be subjected to quality test by the Empanelled laboratories.

(b) The samples are collected from the hospitals from each batch of supply of the same drugs and after eliminating the common batch, samples shall be taken in random, decoded and will be sent to the empanelled testing laboratories for testing the quality of drugs.

(c) If such sample passes quality test in all respects, CPA/DHS will instruct its hospitals to issue such items of drugs.

(d) Such quality passed batches if received after declaration of result of the earlier supply, the same will be again subjected to testing and the latest report of that particular batch will prevails upon the earlier results and binding on the entire quantity of the batch supplied and recovery will be made for the entire quantity of that batch irrespective of purchase order date or date of supply etc.

(e) If the sample fails in quality test and report is received certifying that sample is “NOT OF STANDARD QUALITY”, one more sample shall be drawn from the same batch and to be sent to Government Laboratory for quality testing.

(i) If such sample passes the quality test as per the report of Government Laboratory, the drugs representing the sample shall be qualified for issue.

(ii) If such sample fails in the quality test, as per the report of the Government Laboratory, the drugs of the batch are not qualified for issue and the supplier shall take back the drugs supplied in that batch, besides taking other actions as per the Tender conditions by CPA/DHS.

(iii) If such Sample fails in quality test for ASSAY content of less than 50% as per the Government Analyst report, such product of the bidder will be blacklisted for two years.

(iv) However, CPA/DHS reserves the right to reject the drugs based on reports from empanelled laboratories with the applicable penal provisions.

(f) If 3 batches of a particular item supplied by the supplier is reported to be failing in ASSAY content (above 50% but below prescribed limit) and/or other parameters, then the particular item of the firm shall be blacklisted after observing procedure laid down in Para 1.2.4 besides forfeiture of Security Deposit of that particular product(s).

(g) In all the cases the reports received from the Government Drug Testing Laboratory/decision of CPA/DHS will be conclusive and final and binding on the suppliers.

1.2.2. Quality Test by Statutory Authorities:

(a) On complaint from Drug Inspector(s) during their Test of field sample, that the particular drug has been reported to be of "NOT OF STANDARD QUALITY", the issue of available stock of the particular item will be stopped. Further, the available stock of the product in hospitals will be retrieved. If the sample is reported to have less than 50% of content, the particular product will be **blacklisted for 2 years from the date of intimation of blacklisting.**

(b) If 3 batches of a particular item supplied by the supplier is reported to be failing in **ASSAY content (above 50% but below prescribed limit) and/or other parameters**, then the particular item of the firm shall be blacklisted for a period of **2 years** from the date of intimation after observing procedure laid down in Para 1.2.4.

(c) If a single batch of any product(s) supplied by the company/firm declared as Adulterated/spurious by the Government Authorities during the shelf life of the product supplied irrespective of tender period, the company/firm shall be blacklisted for a period of **5 years from the date of intimation** after observing procedure laid down in Para 1.2.4.

1.2.3 BLACKLISTING OF THE SUPPLIER FOR QUALITY FAILURE:

(a) In case of any sample even in one batch, declared as Adulterated/spurious by the Government Authorities during, the company/firm shall be blacklisted for a period of **5 years** from the date of intimation besides forfeiture of security deposit in full after observing the procedure laid down in Para 1.2.4.

(b) If the supplier supplied more than one item and 50% of such items are blacklisted, the firm is liable to be blacklisted for a period of 2 years from the date of intimation after observing the procedure laid down in Para 1.2.4.

1.2.4 PROCEDURE FOR BLACKLISTING

(i) On receipt of report from Govt. Analyst/Drug Testing Laboratory indicating that a particular Item/Drug is "**NOT OF STANDARD QUALITY/ ADULTERATED/ SPURIOUS (**As the case may be), a show cause notice shall be issued to the supplier calling for explanation within 7 days from the date of notice. On receipt of explanation from the supplier, the Director Health Services/ Additional director DHS may take appropriate action on merits of the case and impose penalty including the blacklisting of the particular item of the product/company or firm as deemed fit besides forfeiture of Security deposit

(ii) If a particular item of the drug has been blacklisted according to the procedure stated above, the supplier is not eligible to participate in any of the tenders for that particular item floated by the CPA/DHS until the period of blacklisting is over.

(iii) If a supplier company/firm is blacklisted according to the procedure stated above, such supplier is not eligible to participate in any of the tenders floated by the CPA/DHS until the period of blacklisting is over.

1.3 BLACKLISTING FOR NON-SUPPLY:

Notwithstanding various actions and penalties for non-supply and/or delayed supply of the drugs and medicines as stipulated in the terms and conditions of the tender, the CPA/DHS, shall take action against the supplier as follows:

(a) If the supplier fails to execute at least **70%** of the ordered quantity as mentioned in a single Purchase order and such part supply for **any three Purchase orders of the same drug,** then the product of the supplier will be blacklisted and becomes ineligible to participate in any of the tenders for that particular item(s) by CPA/DHS for a period of **2 years** from the date of intimation for blacklisting besides forfeiture of security deposit of that product(s)

(b) If the supplier supplies more than one item and 50% of such items are blacklisted, the firm is liable to be blacklisted for a period of **2 years from the date of intimation** besides forfeiture of security deposit in full.

1.4. Purchase orders, if any, already issued before taking any blacklisting action or orders given in past will not be affected in view of action taken as per above guidelines but all strict quality checks shall be observed for each supply of products.

1.5. The blacklisting of particular product or company/firm will be done without prejudice to other penalties which may be imposed as per the conditions of Tender documents and also to other actions which may be initiated under Drugs and Cosmetics Act 1940 or any other law of Land. CPA/DHS will display names of such blacklisted product(s) and company/firm on its website and also circulate the same among other state Government / Central Government and its Drug procurement agencies including respective State Drugs Control Department where the company or firm is located.

2. SAVING CLAUSE

No suit, prosecution or any legal proceedings shall lie against the Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.

3. JURISDICTION

In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Civil Court within the city of Delhi only.

4. RESOLUTION OF DISPUTES

(i) The CPA/DHS and the supplier shall make every effort to resolve, amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract,

(ii) In case of a dispute or difference arising between the CPA/DHS, and a supplier relating to any matter arising out of or connected with this agreement, such dispute or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Delhi.

5. APPEAL

No Appeal shall be preferred while the tender is in process and until tender is finalized and Notification of award is issued by the CPA/DHS.

6. FRAUDULENT AND CORRUPT PRACTICE:

6.1 FOR BIDDERS:

It is purchaser's policy to require that the bidders, suppliers and contractors and their authorized representatives/agents observe the highest standard of ethics during the procurement and execution of such contracts. (*In this context, any action taken by a bidder, supplier, contractor, or by their authorized representatives/agent, to influence the procurement process or contract execution for undue advantage is improper)* In pursuance of this policy, the purchaser;

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party (*"another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes staff and employees of other organizations taking or reviewing procurement decisions.*

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation

(*a "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution).*

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party [*"parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive level].*

(ii) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party (*a "party" refers to a participant in the procurement process or contract execution).*

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for under sub-clause (e) below.

(b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;

(c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and contractors and their sub contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

(d) will sanction a firm or individual, including declaring ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and

(e) will have the right to inspect the accounts and records of the bidders, supplier, and contractors and their subcontractors/authorized representatives and to have them audited by auditors appointed by the purchaser.

6.2 FOR SUPPLIERS

If the CPA/DHS, determines that a Supplier has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the CPA/DHS, may, after giving 7 days notice to the Supplier, terminate the Supplier's employment under the Contract and cancel the contract, and the procurement will be made at the risk and cost of

the supplier besides blacklisting the bidder for 5 years with forfeiture of Security Deposit apart from other penal actions.

(a) For the purposes of this Sub-Clause:

(i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

(ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

(iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

(v) "obstructive practice" is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a purchaser investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts intended to materially impede the exercise of the purchaser's inspection and audit rights provided for.

7. CONTACTING THE CPA/DHS BY THE BIDDER

(i) No bidder shall contact the CPA/DHS on any matter relating to its bid, from the time of bid opening to the time the contract is awarded.

(ii) Any effort by a bidder to influence the CPA/DHS in the *Purchaser*'s bid evaluation, bid comparison or contract award decisions may result in rejection of the bidder's bid.

(iii) The bidder shall not make any attempt to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the bids and prior to the notification of award and any attempt by any bidder to bring to bear extraneous pressures on the Tender Accepting Authority, Inviting Authority or Tender Scrutiny Committee, shall be sufficient reason to disqualify the bidder.

(iii) Not withstanding anything contained in clause (iii) above the Tender Inviting Authority or the Tender Accepting Authority, may seek bonafide clarifications from bidders relating to the bids submitted by them during the evaluation of bids.

(iv)

8. SECURITY DEPOSIT

On being informed about the acceptance of the tender and at the time of signing the Agreement, the lowest Bidder shall pay the Security Deposit of 5% as indicated below in the form of ***Demand Draft or irrevocable Bank Guarantee*** in favour of Director Health Services, Delhi. In case the Security Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period of 2 years from the date of communication of the acceptance letter from the Tender inviting Authority. The format of Bank Guarantee is at **Annexure-X.** Failure to deposit the performance security will attract Clause No. 1.1 (a).

9. Delivery of Goods:

The details of shipping and/or other documents, as applicable under I or II below, to be furnished by the Supplier are:

I. For Goods supplied from abroad:

(A) Upon shipment, within 24 hours the Supplier shall notify the Purchaser in writing the full details of the shipment including Contract number, description of the Goods, quantity, date and port of shipment, mode of shipment, estimated dates of arrival at the port of entry and the place of destination. In the event of Goods sent by airfreight, the Supplier shall notify the Purchaser a minimum of forty-eight (48) hours ahead of dispatch, the name of the carrier, the flight number, the expected date and time of arrival, the Master airway-bill and the House airway- bill numbers. The Supplier shall first fax the above details and then send to the Purchaser, by courier, three sets of documents comprising of two originals and one copy of the following:

(i) Commercial invoice, the Contract number, Goods description, lot number, schedule number, quantity, unit price, and total amount. Invoices must be signed in original and stamped, or sealed with the company stamp/seal;

(ii) Negotiable, clean, on-board through bill of lading marked “freight prepaid”, and notify Consignees as stated in the Contract, with delivery through to final destination as per the Schedule of Requirements and non-negotiable bill of lading, or railway consignment note, road consignment note, truck or air waybill, or multimodal transport document, marked “freight prepaid” and showing delivery through to final destination as per the Schedule of Requirements;

(iii) Packing list identifying contents of each package;

(iv) Manufacturer’s or Supplier’s Warranty Certificate covering all items supplied;

(v) Supplier’s Certificate of Origin covering all items supplied;

(vi) Internal Test Analysis Report of the Manufacturer for the items offered;

(vii) Certificate of Inspection furnished to Supplier by the nominated agency (where inspection is required); and

(viii) Certificate of quality control test results in conformity with the World Health Organization “Certification Scheme on the Quality of Pharmaceutical Products Moving in International Trade” stating quantitative assays, chemical analysis, sterility, pyrogen content, uniformity, microbial limit, and other tests as appropriate to the Goods.

(ix) Certificate of weight issued by the port authority/licensed authority;

The above sets of documents shall be received by the Purchaser at least 3 days before the arrival of Goods at the port or place of arrival and, if not so received, the Supplier will be responsible for any consequent expenses in this regard.

(B) Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising of one original and one copy of the following:

(i) Commercial invoice, the Contract number, Goods' description, lot number, schedule number, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

(ii) Acknowledgement of receipt and acceptance of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC) and Consignee Acceptance Certificate (CAC) [Form attached]

(iii) Packing list identifying contents of each package;

(iv) Manufacturer's or Supplier's Warranty certificate covering all items supplied;

(v) Supplier's Certificate of Origin covering all items supplied;

(vi) Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required);

(vii) Internal Test Analysis Report of drugs and/or medical devices of the Manufacturer;

(viii) Copy of notification of the local tax authority in support of rate of tax indicated in invoice;

(C) The Supplier shall intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier shall provide the Consignee one set of the documents mentioned below:

(i) Supplier's Delivery note, indicating Goods' description, quantity, batch number, date of expiry etc. Delivery note must be signed in original and stamped or sealed with the company stamp/seal;
(ii) Packing list identifying contents of each package
(iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.

II. For Goods from within the Purchaser's country:

(A) Upon the delivery of the Goods, the Supplier shall notify the Purchaser in writing and deliver to the Purchaser two sets of documents comprising of one original and one copy of the following:

(i) Commercial invoice, the Contract number, Goods' description, lot number, schedule number, quantity, unit price, and total amount. Invoices must be signed in original and stamped or sealed with the company stamp/seal;

(ii) Acknowledgement of receipt and acceptance of Goods by the Consignees, i.e. Consignment Receipt Certificate (CRC) and Consignee Acceptance Certificate **generated at "NIRANTAR".**

(iii) Packing list identifying contents of each package;

(iv) Manufacturer's or Supplier's Warranty certificate covering all items supplied;

(v) Supplier's Certificate of Origin covering all items supplied;

(vi) Certificate of Inspection furnished to Supplier by the nominated inspection agency (where inspection is required);

(vii) Internal Test Analysis Report of drugs and/or medical devices of the Manufacturer;

(viii) Copy of notification of the local tax authority in support of rate of tax indicated in invoice;

(B) The Supplier should intimate the Consignee in advance at least 7 days before the dispatch of Goods the expected date of arrival of Goods along with quantity of Goods. Along with each consignment the Supplier should provide the Consignee one set of the documents mentioned below:

(i) Copy of Invoice containing particulars as per para II(A)(i) ante;
(ii) Packing list identifying contents of each package
(iii) Manufacturer's or Supplier's Warranty certificate covering all items supplied.

For both I and II above:

(a) It will be the responsibility of the Supplier to obtain Customs Exemption Certificate or Excise Exemption Certificate, in case applicable, and the Purchaser shall not be responsible for any expenditure arising out of the Supplier's inability to obtain the necessary certificate(s) in time

(b) It will be the responsibility of the Supplier to obtain from the Consignee(s) the necessary entry documents (Road permits, Entry permits, etc), as may be applicable, and the Purchaser shall not be responsible for any expenditure arising out of the Supplier's inability to obtain the necessary permit(s) in time.

10. PAYMENT PROVISIONS

10.1. No advance payments towards costs of drugs, medicines etc., will be made to the Bidder.

14.2. Payments towards the supply of drugs and medicines will be made strictly as per the provisions below. The payment will be made either by means of RTGS (Real Time Gross Settlement System)/Core Banking/NEFT.

14.3. **The payments for goods supplied as per the purchase order issued by CPA will be made centrally by CPA itself. 50% of the payment for supplied quantity as per purchase order will be released by CPA within 35 days of supply, on receipt of the following documents, Consignee receipt certificate, , sale invoice duly certified by store officer and Test report (in house) from the consignee, and excise invoice from the bidder The Bidder shall furnish the relevant details in original at the time of signing the agreement (Annexure-XIV) to make the payment through RTGS/Core Banking/NEFT and the change of Bank Account during the validity of the tender will not be entertained normally. The remaining 50% of the payment shall be made on receipt of "standard quality" report from empanelled lab.**

10.3. All bills/Invoices should be raised in triplicate and in the case of excisable Drugs and Medicines, the bills should be drawn as per Central Excise Rules

in the name of Director health Services, F-17, Karkardooma, Delhi -110032 or in the name of any other authority as may be designated.

10.4

(i) Payments for supply will be considered only after supply of **50%** of Drugs ordered in the individual Purchase Order as in 10.3 above by CPA/DHS.

(ii) However, in case of cancellation of a particular purchase order due to failure in delivery, payment for part supplies less than 70% of the purchase order quantity on the date of cancellation of the purchase order may be considered for release of payment subject to the following:

(a) If the Bidder have supplied at least 70% of the quantity ordered in the subsequent purchase order within 90 days from the issue of such purchase order.

(b) If further purchase order is not placed with the supplier due to any reason, not attributable to the supplier, the amount eligible will be paid after 90 days from the date of last supply.

(c) The payment for part supply as mentioned above will subject to the deduction of liquidated damages, penalty towards unexecuted quantity, risk and cost etc., as per the tender conditions.

(iii) In all other cases, which are not covered under para (i) and (ii) above, the issue related to the settlement of payments will be decided by the CPA/DHS, on merits of the case subject to various terms and conditions of the tender.

10.5 If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the Bidder himself, the Bidder shall be bound to inform the CPA/DHS, immediately about such reduction in the contracted prices. Tender Inviting Authority is empowered to unilaterally effect such reduction as is necessary in rates in case the Bidder fails to notify or fails to agree for such reduction of rates.

10.6. (a) In case of any increase or decrease in the taxes, such as excise duty, customs duty, sales tax, VAT etc., after the date of submission of tenders and during the tender period, such variation in the taxes will be to the account of the CPA/DHS. For claiming the additional cost on account of the increase in taxes, the Bidder should produce the proof of having paid additional amount on this account on the goods supplied to CPA/DHS, from the concerned Excise authorities and also must claim the same in the invoice separately. However the basic price structure and the price of the Drugs approved under the tender shall not be altered.

Similarly if there is any reduction in the taxes and statutory levies as notified by the Govt., after the date of submission of tender, the Bidder will be paid based on the unit rate worked out on the basis of the reduced taxes/statutory levies without any change in the basic price or the price structure of the drugs approved under the tender.

Any increase or decrease in taxes and statutory levies will be considered based on the notification issued by the Government.

(b) In case of successful bidder availing excise duty exemption on any criteria of turnover etc., such bidder will not be allowed to claim excise duty at

a later point of time, during the tenure of contract, when the excise duty is chargeable on goods manufactured.

11. OTHER CONDITIONS

11.1.

(i) The details of the required drugs, medicines, etc., are shown in **Annexure-XV**. ***The tender quantity mentioned herein is not a fixed procurement quantity and it is only a tentative requirement and may be increased or decreased*** by the CPA/DHS, at its discretion, depending on the actual need. Though the tentative quantity is indicated in the agreement, the CPA/DHS, will confirm the actual requirement then and there through purchase order(s). The bidders shall supply the drugs only on the basis of the purchase order issued by the CPA/DHS. Any supply without a valid purchase order will not be accepted by CPA/DHS for payment and the CPA/DHS shall not be responsible for any loss on this account.

(ii) However, once the purchase order/orders is/are issued by the CPA/DHS, the bidder should not renege from the commitment of supplying the quantity mentioned in the agreement / undertaking.

(iii) The rates quoted shall not be varied with the order quantity or the destination during the full contract period.

11.2. Tender has been called for in the **generic name of drugs**. The Bidders should quote the rates for the generic products only. The composition and strength of each product should be as per specifications given in **Annexure-XV**. Any variation, if found, will result in rejection of the tender/item. However the imported/combination drugs are allowed to be quoted in trade / brand name. The bidder should have permission to manufacture the item/ drug quoted as per specification given in the bid from the competent authority. Product permission of brands shall be accepted in bid submitted but the bidder has to submit the product permission in generic names at the time of signing of the agreement or before supply.

11.3. Rates (inclusive of Excise Duty, Customs duty, transportation, insurance, and any incidental charges, VAT) should be quoted for each of the required drugs, medicines etc., separately on door delivery basis according to the unit ordered as in the format in **Annexure-XV**. Tender for the supply of drugs, medicines, etc. with cross conditions like “AT CURRENT MARKET RATES” shall not be accepted. Handling, clearing, transport charges etc., will not be paid separately. The delivery should be made as stipulated in the purchase order placed with Bidders.

11.4. The price quoted by the bidders shall not, in any case exceed the controlled price, if any, fixed by the Central/State Government, the Maximum Retail Price (MRP) and the selling price of the bidder with other organizations within Delhi. Tender Inviting Authority at its discretion, may exercise, the right to revise the price at any stage so as to conform to the controlled price or MRP or the lowest selling price of the bidder within Delhi as the case may be. This discretion will be exercised without prejudice to any other action that may be taken against the Bidder.

11.5. The rates quoted and accepted will be binding on all the Bidder for the full contract period of **one year from the date of acceptance of quoted rates**

and any increase in the price on any account/reasons will not be entertained till the completion of this contract period. Accordingly this clause will be applicable for all the orders placed by CPA/DHS during the contract period.

11.6. No Bidder shall be allowed at any time and on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by them. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the Bidders in the Bids shall not be entertained after submission of the tenders. Cross Conditions such as "SUBJECT TO AVAILABILITY", "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have mentioned such conditions shall be treated as incomplete and accordingly the Tender will be summarily rejected.

11.7. For the drug formulation like Injections, Liquid orals, Tablets and Capsules, rates should be quoted only for the composition stated in the tender. Blood products should be supplied along with HIV and Hepatitis-B screening certificate, failing which the items will not be accepted. A copy of these Certificates duly notarized should be sent with every consignment and every invoice.

11.8. Supplies should be made directly by the bidder and not through any other Agency / Dealer / Distributors.

11.9. The Bidder shall allow inspection of the factory at any time during the validity of the tender by a team of Experts/Officials nominated by the Tender Inviting Authority for the purpose. The Bidder shall extend necessary cooperation to such team in inspection of the manufacturing process, quality control measures adopted etc., in the manufacture of the items quoted. If Company/Firm does not allow for any such inspection, their tenders will be rejected during the currency of the contract.

11.10. The Bidder should not influence the Inspection team in any manner including providing conveyance, accommodation, food etc., any effort may result in rejection of the tender without prejudice to other conditions.

11.11. The Bidder, whose manufacturing unit is found to be not complying with the cGMP during inspection, will be levied with a fine of Rs.50,000/- or the expenditure incurred by the CPA / DHS, in such inspection, whichever is higher. This fine amount shall be deducted from the EMD deposited by the bidder or any other amount payable to them in any nature. The amount will be deducted without any notice. In case of deficit, legal action will be taken against the bidder for recovery.

12. LIQUIDATED DAMAGES AND OTHER PENALTIES:

12.1.

(i) FOR CATEGORY "A" DRUGS

If the supply reaches the designated places between 5 PM of the 60th day and up to 90th day from the date of issue of the purchase order, a liquidated damages will be

levied at **0.5% per day for delayed supply respectively up to a maximum of 15%** irrespective of the fact that whether the CPA/DHS, has suffered any damage/loss or not, on account of delay in effecting supply. If the **due day** happens to be a holiday the supply will be accepted on the next working day without any penalty.

(ii) FOR CATEGORY "B" DRUGS

If the supply reaches the designated places between 5 PM of the 75th day up to 105th day from the date of issue of the purchase order, a liquidated damages will be levied at **0.5% per day for delayed supply respectively up to a maximum of 15%** irrespective of the fact that whether the CPA/DHS, has suffered any damage/loss or not, on account of delay in effecting supply. If the **due day** happens to be a holiday the supply will be accepted on the next working day without any penalty.

12.2

(i) FOR CATEGORY "A" DRUGS

If there are any unexecuted orders after 5 PM of 90th day /upto the date of delivery extension granted whichever falls later **(as the case may be),** from the date of purchase order, the order shall stand cancelled automatically after levying **penalty @ 30%** on the value of unexecuted order and such penalty is recoverable from any amount payable to the supplier. **In case of alternate purchase effected due to unexecution, the differential cost incurred or the unexecuted fine whichever is higher will be levied.**

(ii) FOR CATEGORY "B" DRUGS

If there are any unexecuted orders after 5 PM of 105th day /upto the date of delivery extension granted whichever falls later **(as the case may be),** from the date of purchase order, the order shall stand cancelled automatically after levying **penalty @ 30%** on the value of unexecuted order and such penalty is recoverable from any amount payable to the supplier. **In case of alternate purchase effected due to unexecution, the differential cost incurred or the unexecuted fine whichever is higher will be levied.**

12.3. If the supply is received in damaged condition it shall not be accepted. In case of damage in the packing, the supply will be accepted only after levying penalty to the extent of damaged value of supply received at the destination place.

12.4. All the Bidders are required to supply the product(s) with printed logogram of appropriate size on the strips, blisters, vials, ampoules & bottles and with prescribed packing specification. If there are any deviation in these Tender conditions, action will be taken to blacklist the product and/or a separate damages will be levied **@ 2%** of value of the defaulted quantity irrespective of the Tender Inviting Authority having actually suffered any damage/loss or not, without prejudice the rights of alternative purchase specified in Clause No. 2.4 and 3.11 of "Section III. Schedule of Requirement".

13. DEDUCTION & OTHER PENALTIES ON ACCOUNT OF QUALITY FAILURE:

13.1. If the samples do not conform to statutory standards, the Bidder will be liable for relevant action under the existing laws and the entire stock in such batch has to be taken back by the Bidder within a period of 30 days of the receipt of the letter from the CPA/DHS, Such stock shall be taken back at the expense of the Bidder. The CPA/DHS, has the right to destroy such "NOT OF

STANDARD QUALITY DRUGS" if the Bidder does not take back the goods within the stipulated time. The CPA/DHS, will arrange to destroy the "NOT OF STANDARD QUALITY DRUGS" after the expiry of 30 days mentioned above without further notice, and may also collect demurrage charges calculated at the rate of 2% per week on the value of the drugs rejected till such time stipulated at the discretion of CPA/DHS.

13.2. If any items of Drugs/Medicines supplied by the Bidder have been partially or wholly used or consumed after supply and are subsequently found to be in bad odour, unsound, inferior in quality or description or otherwise faulty or unfit for consumption, then the contract price or prices of such articles or things will be recovered from the Bidder, if payment had already been made to him. In other words the Bidder will not be entitled to any payment whatsoever for Items of drugs found to be of "NOT OF STANDARD QUALITY" whether consumed or not consumed and the Tender Inviting Authority is entitled to deduct the cost of such batch of drugs from any amount payable to the Bidder. On the basis of the nature of failure, action will be initiated to blacklist the product/supplier.

13.3. For the supply of Adulterated/Spurious drugs to CPA/DHS, the firm/company shall be blacklisted by CPA/DHS and no further supplies shall be accepted from the firm/company. The Bidder shall also not be eligible to participate in tenders of Tender Inviting Authority of CPA/DHS for supply of Drugs and Medicines for a period of 5 years from the date of blacklisting. In addition, the Director of Drugs Control of concerned State will be informed for initiating necessary action on the Bidder in their state. Security deposit will also be forfeited without any intimation.

13.4. The Bidder shall furnish the source of procurement of raw material utilized in the formulations, if required by the CPA/DHS. The CPA/DHS reserves the right to cancel the purchase orders, if the source of supply is not furnished.

13.5. The decision of the CPA/DHS or any officer authorized by him, as to the quality of the supplied drugs, medicines etc., shall be final and binding.

13.6. The CPA/DHS will be at liberty to terminate, without assigning any reasons thereof, the contract either wholly or in part on 30 days notice. The Bidder will not be entitled for any compensation whatsoever in respect of such termination besides forfeiture of Security deposit.

13.7. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the CPA/DHS and the Bidder shall be liable to pay for all losses sustained by the CPA/DHS in consequence of the termination which may be recovered personally from the Bidder or from his properties, as per rules besides forfeiture of Security deposit.

13.8. Non performance of any of the contract conditions and provisions may disqualify a firm from participating in the tender for the next 2 years besides forfeiture of Security deposit for that item(s).

13.9. In the event of making Alternative Purchase, as specified in Clause 13.4 (a), Clause 15.11 and in Clause 16.3 penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the CPA/DHS in making such purchases from any other sources or in the open market or from any other Bidder who has quoted higher rates and other

losses sustained in the process, shall be recovered from the Security Deposit or from any other money due and become due to the supplier and in the event of such amount being insufficient, the balance will be recovered personally from the supplier as per rules.

13.10. In all the above conditions, the decision of the CPA/DHS shall be final and binding.

Section V. Annexures

ANNEXURE – I

Design for logogram

a. **Name of the drug should be written in English & HINDI languages**

b. **Brand name should not be printed unless it is an imported item or the total ordered quantity in one supply order or a cluster of supply orders issued in a span of 5 days is less than 100000 tablets/ capsules or 10000 ampoules, vials, bottles or tubes. However the label should possess the required logogram and the price should not appear.**

c. **In case of imported drugs affixing rubber stamp on the original label is allowed with indelible ink on innermost and outer packing.**

INJECTIONS

Injection in ampoule form should be supplied in Double constructed neck ampoules with the label bearing the words "**Delhi Govt. Supply - Not for sale**" overprinted and the above logogram which will distinguish from the normal trade packing.

LIQUIDS

Liquid preparations should be in a container approved as per Pharmacopeia/ Drug and Cosmetic Act and rules made there under/ as per the given licence, and be compliant to latest government orders issued in that regard.

Thelabel to be affixed on the containers should bear a distinct colour different from the colour of the label of the trade packs and they should be overprinted in red colour with the words "**Delhi Government Supply – Not for Sale**" and the logogram above.

OINTMENTS

Ointments should be supplied in tubes bearing the following logograms and the words "**Delhi Government Supply – Not for Sale**" overprinted in red colour.

SPECIMEN LABEL FOR
OUTER CARTON

DELHI GOVT. SUPPLY **BAR CODE**

NOT FOR SALE

~~~~~~~~~~~~~~~~~~~~~~~~~~~~

ACENOCOUMAROL TAB. I.P

~~~~~~~~~~~~~~~~~~~~~~~~~~~~

10 x 10 TABLETS

Batch. : xxxxxxx **Quantity Packed: 100x10x10**
Mfg Date : JUN - 2014
Exp Date : MAY - 2017

Manufactured by:

Enclosure to Annexure – II

DECLARATION FOR COMPLIANCE OF cGMP/WHO-GMP

01. Name and Address of The Firm :

02. Name of Proprietor / Partner / Director :

03. Name and Designation of Person Present :

04. GMP Certificate As per Revised Schedule "M"/WHO GMP

05. Details of Licenses Held With Validity :

06. Number of Workers Employed : Ladies :
Gents :

07. Whether Workers Provided with Uniform : Yes / No

08. Whether Medical Examination done for the Workers : Yes / No

09. Hygienic Condition

Surrounding : Satisfactory / Not Satisfactory

Production Areas : Satisfactory / Not Satisfactory

Other Areas : Satisfactory / Not Satisfactory

10. Provision For Disposal of Waste : Yes / No

11. Heating System : Yes / No

12. Whether Benches Provided in all Working Area : Yes / No

13. Water Supply

(A) Source :

(B) Storage Condition : Satisfactory / Not Satisfactory

(C) Testing

(With reference to Pathogenic Organization) : Yes / No

(D) Cleaning Schedule In Water Supply System With Proper Records : Yes / No

(E) Type of Machinery installed as to Semiautomatic or Fully Automatic plant for water purification system along with cost and whether this is working, and if so he flow rate of Pharmaceutical water to must the requires preparation :

14. Air handling system along with list of machine and cost of the unit. Separately for sterile and non sterile preparation :

15. Whether the pollution control clearance is valid for Air and Water and if so the period upto which valid (copy of the certificate to be enclosed) :

16. Raw Material Storage Area (Storage Facilities / Hygienic Condition) :

(I) Quarantine : Provided / Not Provided

(II) Passed Materials : Provided / Not Provided

(III) Rejected Materials : Provided / Not Provided

17. Finished Product Storage Area (Hygienic / Storage) :

(I) Quarantine : Provided / Not Provided
(II) Released Material : Provided / Not Provided

18. Details of Technical Staff

	Name	Qualification	Experience
For Manufacturing :			
For Testing :			

19. Testing Facilities (List of Equipments to be furnished Separately in the format to meet the bench mark vide Annexure)

Chemical Method : Yes / No

Instrumental : Yes / No
(Type of Instrument Provided as indicated in Annexure)

Biological : Yes / No

Micro Biological : Yes / No

Animal Testing : Yes / No

20. Remarks

(A) Whether Products Quoted to CPA/DHS are Endorsed in the Licence : Yes / No

(B) Whether the drugs Quoted to CPA/DHS have been Manufactured Earlier (Last 3 Years) : Yes / No

If Yes, Details Like

Sl.No	Date of Manufacturer	Name of the Drug	Batch No.	Batch Size	Date of Release

(C) Production Capacity (Section Wise)

PRODUCTION CAPACITY:

Tablet Section

Type of Equipments **(1)**	**No. of Equipments** **(2)**	**Production Capacity of all the Equipments in column 2 per shift (3)**	**No of shift** **(4)**	**Production Capacity allotted for CPA/DHS (5)**
Planatery mixer				
Fluidized bed drier				
Tray drier				
Mechanical shifter				
Multi mill				
Tablet compression machine				
1) With _____ number of station				

Type of Equipments **(1)**	**No. of Equipments** **(2)**	**Production Capacity of all the Equipments in column 2 per shift (3)**	**No of shift** **(4)**	**Production Capacity allotted for CPA/DHS (5)**
2) With _____ number of station				
3) With _____ number of station				
4) With _____ number of station				
Coating pan.				
Blister Packing machine				
Strip packing machine				

Capsule Section

Type of Equipments **(1)**	**No. of Equipments** **(2)**	**Production Capacity of all the Equipments in column 2 per shift (3)**	**No of shift** **(4)**	**Production Capacity allotted for CPA/DHS (5)**
Double cone blender				
Automatic capsule filling machine				
Semi automatic Capsule filling machine				
Hand filling machine				
Blister packing machine				
strip packing machine				

Parenteral Section

Type of Equipments **(1)**	**No. of Equipments** **(2)**	**Production Capacity of all the Equipments in column 2 per shift (3)**	**No of shift** **(4)**	**Production Capacity allotted for CPA/DHS (5)**
Small volume Parenteral				
Mixing Vessel				
Laminar Flow unit				
Filtration unit				

Type of Equipments **(1)**	**No. of Equipments** **(2)**	**Production Capacity of all the Equipments in column 2 per shift** **(3)**	**No of shift** **(4)**	**Production Capacity allotted for CPA/DHS** **(5)**
Ampoule filling machine (with No of head)				
Vial filling Machine (with No of head)				
Vial sealing machine				
Powder filling machine				
Autoclave for terminal Sterilization				
Ampoule labeling machine				
Vials labeling machine				

Large Volume Parenterals

Type of Equipments **(1)**	**No. of Equipments** **(2)**	**Production Capacity of all the Equipments in column 2 per shift (3)**	**No of shift** **(4)**	**Production Capacity allotted for CPA/DHS (5)**
Mixing vessel				
Filtration Unit.				
Filling Machine Autoclave for terminal Sterilization				
Labeling Machine				

Ointment/ Cream

Type of Equipments **(1)**	**No. of Equipments** **(2)**	**Production Capacity of all the Equipments in column 2 per shift (3)**	**No of shift** **(4)**	**Production Capacity allotted for CPA/DHS (5)**
Stream jacket vessel for mixing				
Ointment/cream filling machine				

Liquid Section

Type of Equipments **(1)**	**No. of Equipments** **(2)**	**Production Capacity of all the Equipments in column 2 per shift (3)**	**No of shift** **(4)**	**Production Capacity allotted for CPA/DHS (5)**
Bottle washing machine				
SS tank with capacity				
Filter press				
Colloidal mill				
Bottle Filling Machine				
Labeling Machine				

External Preparation

Type of Equipments **(1)**	**No. of Equipments** **(2)**	**Production Capacity of all the Equipments in column 2 per shift** **(3)**	**No of shift** **(4)**	**Production Capacity allotted for CPA/DHS** **(5)**
Mixing Vessel				
Filling machine				
Labeling machine				

(D) Any, Not Of Standard Quality Reports Of Product Quoted/ Approved By CPA/DHS (If Not, Nil Statement) : Yes / No

(E) Any Prosecution After Submission of Tender Documents. (If Not, Nil Statement) : Yes / No

(F) Chances Of Cross Contamination at Raw Materials/In Process/ Finished Product Stages And Steps/Facilities : Yes / No

(G) Validation of Equipments done : Yes / No

(H) Cleaning Schedule

(I) For Premises :

(II) For Equipments :

(I) Adverse Reaction, If Any and Reported :

Sl.No.	**Description**	**Remarks**
1	Whether any drug(s) manufactured by the bidder has / have been recalled during last five years? If yes given details	
2	What are the results of investigations on the recalled drug(s)?	
3	What action have been taken to prevent recurrence of recall of drug(s) on that particular account?	

(J) Complaints Received If Any and Steps taken. :

Sl.No.	**Description**	**Remarks**

Sl.No.	Description	Remarks
1	Whether any drug(s) manufactured by the bidder has / have been recalled during last five years? If yes given details	
2	What are the results of investigations on the recalled drug(s)?	
3	What action have been taken to prevent recurrence of recall of drug(s) on that particular account?	

Signature and Seal of

Proprietor / Partner / Director
To be attested by the Notary.

Annexure

Sl. (1)	Name of the Instruments (2)	No. of Instruments (3)	Cost of Instruments (4)	Whether it is in working condition (5)
1	Analytical Balance			
2	Infra Red Spectrometer			
3	Karl Fisher Tritator			
4	Melting Point			
5	Brookfield Viscometer			
6	Polarimeter			
7	Autoclave			
8	Refractometer			
9	Sampling Booth			
10	UV-Vis Spectrometer			
11	HPLC			
12	Muffle Furnace			
13	Fuming Cupboard			
14	Micrometer			
15	Dissolution Tester			

Sl. (1)	Name of the Instruments (2)	No. of Instruments (3)	Cost of Instruments (4)	Whether it is in working condition (5)
16	Disintegration Tester			
17	Friability Tester			
18	Vernier Calipers			
19	IR Balance			
20	Hardness Tester			
21	Leak Test Apparatus			
22	Laminar Air Flow			
23	BOD Incubator			
24	Vacuum oven			
25	Bulk Density Apparatus			
26	Water Activity Meter			
27	Anaerobic System			
28	Gas Chromatograph			
29	LAL Kit			
30	Sterility Test Kit			
31	Particle Counter			

Sl. (1)	Name of the Instruments (2)	No. of Instruments (3)	Cost of Instruments (4)	Whether it is in working condition (5)
32	Air Sampler			
33	Flame Photometer			
34	Tap Density Tester			

Annexure-III

DETAILS OF E.M.D. SUBMITTED

We herewith submit the E.M.D. of Rs._____ in the form of FDR/ BG bearing No._____ Dated: _____ drawn on _____ Bank _____Branch in respect of tender no……..

Sl. No.	Drug code*	Name of the Drug	Amount of E.M.D.
		Total	

Signature & Seal

Annexure-IV

'Notarised on Rs. 100/- Non Judicial stamp paper'

UNDERTAKING

I …… S/o ……. resident of …… …….....do solemnly affirm:-

That I am the Director/proprietor / partner/authorized signatory (tick the appropriate one) of M/s. ……situated at …….

That my/our firm/company/corporation has participated in tender no. _____of CPA, Directorate of Health Services, NCT of Delhi, Karkardooma, Delhi -110032 and I am executing this Undertaking for myself and on behalf of my/our firm/company/corporation.

That our firm / company / corporation and any of its Directors / Proprietor / Partner / authorized signatories has not been convicted / or a criminal case filed against us or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said matters.

That our firm/company/corporation is not be currently under conviction for manufacturing/supplying sub-standard drugs or on any other grounds under Drugs & Cosmetics Act or rules framed there under

That I have read the terms and conditions of the tender and I agree to abide by these terms and conditions and other guidelines issued in this regard.

That I declare that we possess the valid licence and GMP Certificate as per revised Schedule-'M'/WHO-GMP issued by the Competent Authority and complies and continue to comply with the conditions laid in Schedule M of Drugs & Cosmetics Act, 1940 and the Rules made there under. I am aware of the Tender Inviting Authority's right to forfeit the Earnest Money Deposit and/or Security Deposit and blacklist my company, if any information furnished by us proved to be false at the time of inspection and not complying the conditions as per Schedule M of the said Act.

In case of exemption of my/our Proprietary Concern/ Firm / Company Ltd from payment of Earnest Money Deposit by a govt order, I undertake to pay the said sum without any demur on receipt of demand issued by the tender inviting authority.

That the information given by me in this tender form is true and correct to the best of my knowledge and belief and the rates quoted are not higher than the rates quoted to other Govt. / Semi Govt. / Autonomous / Public Sector Hospitals / Institutions / Organisations situated in Delhi in the same financial year.

That I have already submitted the bid online through e-procurement platform and the price quoted by me is not more than that notified by any govt notification for that particular item(s).

That I have not been deregistered or black listed by any govt. /autonomous institution, hospital or body in India for an item which is being quoted here by me in this tender or for participating in bid altogether.

That I have my own testing laboratories and in built quality assurance facilities and I shall carry out batch-wise pre-inspection of the items and submit such reports along with the supplies to each user department.

That I do hereby, submit that in case of immunological agents, there has not been any batch failure or any substandard report from any authorized testing laboratory during last three years.

That I shall inform DHS immediately, if there is any conviction from any authority which adversely affects my eligibility to bid in this tender for one or more items.

Our firm / company / corporation details are:

a) Nature of firm (Public Ltd, Pvt Ltd, Proprietary, Partnership etc):
b) Authority with which it is registered :
c) Registered Address:

d) Address of correspondence:

e) Phone: Landline: Mobile
f) Fax:
g) email *:

Date: **Signature**

Office seal Name
Designation

Signature

Name of Proprietor / Partner/Authorized Signatory of bidder

With firm's rubber stamp

Verification

I pledge and solemnly affirm that the information submitted above is true to the best of my knowledge and belief.

Place ……..

Date

Signature

Name of Proprietor / Partner/Authorized Signatory of bidder

With firm's rubber stamp

Note:

* All correspondence shall go to the email given here, and preferably be with @domain name of the firm

Letter of authorization to sign the tender document/ related papers/ deeds are to be enclosed with this undertaking

ANNEXURE-V

PROFORMA FOR PERFORMANCE STATEMENT

(FOR A PERIOD OF LAST 3 YEARS)

Name of firm_____

Sl.	**Name of the product**	**Year**	**No. of batches manufactured / imported & supplied.**	**Batch No.**	**Name and full address of the purchaser**
	1	2	3	4	5
1.					
2.					
3.					

Signature and seal of the Bidder_____

Annexure-VI

ANNUAL TURN OVER STATEMENT

The Annual Turnover of M/s._____ for the past three years are given below and certified that the statement is true and correct.

Sl.No.	Financial Year	Turnover in Crores (Rs)
1.	2011 - 2012	-
2.	2012 - 2013	-
3.	2013 - 2014	-

Total - Rs. _____ Crores

Average turnover per annual - Rs._____ Crores

Date:

Signature of Statutory Auditor/ Chartered Accountant

(Name in Capital)

Reg No.-------

ANNEXURE-VII

PACKING INSTRUCTIONS

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICINES

GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 kgs (ie., product + inner carton + corrugated box).

2. All Corrugated boxes should be of `A' grade paper ie., Virgin.

3. All items should be packed only in first hand boxes only.

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

5. Every box should be preferably single joint and not more than two joints.

STITCHING:

6. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

FLAP:

7. The flaps should uniformly meet but should not over lap each other. The flap when turned by 45 - 60° should not crack.

TAPE:

8. Every box should be sealed with gum tape running along the top and lower opening.

CARRY STRAP:

9. Every box should be strapped with two parallel nylon carry straps (they should intersect).

LABEL:

10. Every corrugated box should carry a large outer label clearly indicating that the product is for **"Delhi Govt. Supply - Not For Sale"**. The lower one third of the large label should indicate in bold, the value of the product as depicted in Annexure II of this document.

11. The product label on the carton should be large atleast 15cms x 10cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

OTHERS:

12. No box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

(1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be 150 gsm and inside partition / lining should be 120gsm.

(2) The box should be of 5 ply with Bursting strength of 9 Kg/ Cm2

III. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

(1) No corrugate box should weigh more than 7-8 Kgs.

(2) Every Ointment tube should be individually packed in carton and then packed in 20's in a grey board box, which may be packed in a corrugated box.

(3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120gsm.

IV. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

(1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 kgs.

(2) C.B. for vials should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.

(3) Bursting strength for CB boxes for

a.	Vials	:	Note less than 13 Kg/Cm^2
b.	Amp	:	Note less than 9 Kg/Cm^2

(4) In the case of 10 ml Ampoules 100 or 50 ampoules may be packed in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.

(5) If the vial is packed in individual carton, there is no necessity for grey board box packing. The individual carton may be packed as such in the CB with centre pad.

(6) In case of ampoules every grey board box should carry 5 amps. Cutters placed in a polythene bag.

(7) Vials of eye and ear drops should be packed in an individual carton with a dispensing device. If the vial is of FFS/BFS technology, they should be packed in 50's in a grey board box.

(8)

V. MORE FOR CATEGORY "A" DRUGS

1. Every Consignment of Blood and related products should be certified to be
   (a) AIDS Free (b) Hepatitis B Free
2. Strips of Aluminium foils refer to gauge 04.
3. Aluminium foils as back material for blisters refer to gauge 025.
4. The rigid PVC used in blister packing should be of not less than 250 micron
5. All glass bottles should be new neutral glass.
6. Ointments should preferably be packed in liquidized Aluminium Tubes.
7. Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
8. Specification of outer cartons are as given in the Schedule (Annexure-X)
9. **In case of any conflict between Carton specifications and packets per carton specification (Last column of this table), the specification of the packets / carton shall prevail.**
10. All tablets should have a score line.
11. All plastic containers should be made of virgin grade plastics.
12. All plastic jars above 450Gms / ml should carry an inner plastic lid.
13. Injection in vials should have a flip of seals.
14. The strips shall be aluminium strip / blisters with aluminium foil back.
15. The minimum diameters of each tablets should be as per the pharmacopeia.
16. The outer carton should be of white board with a minimum of 300 GSM with laminated packing for the strips, blisters, ointments, creams etc. and for ampoules and vials should be with white board of 450GSM.

ANNEXURE-VIII

List of Consignees:

In case the volume of an item to be supplied to a consignee is unreasonably small, it may be clubbed with adjoining consignee, to make it reasonable for the supplier to supply.

S.N.	Hospital & Institution Name	Address
1	A & U Tibbia College	Karol Bagh, New Delhi-110005
2	Acharya Biskhu Government Hospital	Moti Ngr New Delhi-110015.
3	Aruna Asaf Ali Government Hospital	5 Rajpur Road Delhi-110054.
4	Attar Sain Jain Eye & Gen Hospital	Lawrence Road Near Britania Chowk Delhi-110035.
5	Babu Jagjivan Ram Memorial Hospital	E-Block (Near DTC Terminal) Jahangirpuri Delhi-110033.
6	Bhagvan Mahavir Hospital	H-4/5 Guru Harikishan Marg Pitam Pura Delhi-110034.
7	Central Jail Hospita Tihar	New Delhi-110064.
8	Central Store, DHS	F-17, karkardooma, Delhi
9	Ch. Brham Prakash Ayurvedic Sansthan	Khera Dabar Najafgarh New Delhi 110073
10	Chacha Nehru Bal Chikitsalaya Hospital	Geeta Colony Delhi-110031
11	Dada Dev Matri Avum Shishu Chikistalaya	Dabri New Delhi-110045
12	Deen Dayal Upadhyay Hospital	Hari Nagar New Delhi-1100 64.
13	Deep Chand Bandhu Hospital	Ashok Vihar, New Delhi
14	Delhi State Aids Control Society	Dharam Shala Block, Dr. BSA Hospital Complex, Rohini Delhi
15	DELHI STATE CANCER INSTITUTE	Dilshad Garden-110095
16	Directorate of Family Welfare	B&C Wing, 7th Floor, Vikas Bhawan-II, Near Metcalf House, Delhi-54
17	Dr B R Sur Homeopathic College	Nanakpura, Moti Bagh New Delhi-110021
18	Dr N C Joshi Memorial Hospital	Joshi Road Karol Bagh New Delhi-110005.
19	Dr. Hedgewar Arogya Sansthan	East Arjun Nagar New Delhi -110032
20	Dr.Baba Saheb Ambedkar Hospital	sec-6 Rohini Delhi-110085.
21	GB Pant Hospital	Delhi Gate Delhi-110002.
22	Guru Gobind Singh Government Hospital	F-Block Raghubir Nagar New delhi-110027.
23	Guru Nanak Eye Centre	Maharaja Ranjit Singh Marg New Delhi-110002.
24	Guru Tegh Bahadur Hospital	Shahadra Delhi-110095.
25	Indian System of Medicines & Homepathy, A&U Tibbia College Campus	Karol Bagh New Delhi-110005
26	Institute Of Human Behaviour and and Allied Sciences	Shahadra Delhi-110095.
27	Institute of Liver & Biliary Sciences (ILBS)	D-1, Vasant Kunj New Delhi-110057
28	Jag Pravesh Chandra Hospital	Shastri Park Delhi-110031

29	JANAKPURI SUPER SPECIALITY HOSPITAL	NEW DELHI-110058
30	Lal Bahadur Shastri Hospital	khichripur Near Kalyanvas Delhi-110091.
31	Lok Nayak Hospital	J.L.Nehru Marg New Delhi-110002.
32	Maharishi Balmiki Hospital	Pooth Khurd Delhi-110039
33	MAMC	BSZ Marg, New Delhi
34	Maternity-cum-Health Centre	Kanti Nagar Delhi
35	Maulana Azad Institute of Dental Sciences	BSZ Marg New Delhi
36	Mobile Health Scheme	D.A.D. Ist & Iind Floor, Karkardooma
37	Nehru Homeopathic Medical College And Hospital	B-Block Defence Colony New Delhi-110024.
38	Pandit Madan Mohan Malviya Hospital	Malviya Nagar New Delhi-110017.
39	Rao Tula Ram Memorial Hospita	Jaffarpur Village New Delhi-110073.
40	Sanjay Gandhi Memorial Hospital	S-Block Mongol puri Delhi-110083.
41	Sardar Vallabh Bhai Patel Hospital	East Patel Nagar New Delhi-110008.
42	Satyawadi Raja Harishchander Hospital	Narela Delhi -110040
43	School Health Scheme	Parshant Vihar, delhi
44	Asha Kiran, Social Welfare Dept	Rohini, Dilshad Garden
45	Stores declared subsequently in Delhi Area	
46	Directorate of Health Services	Karkardooma, Delhi
47	District Drug Stores	
48	CDMO (North-East)	
49	CDMO (West)	
50	CDMO (South-West)	
51	CDMO (North)	
52	CDMO (SOUTH)	
53	Consignee as decided by TIA, in Delhi.	

ANNEXURE-IX

AGREEMENT

This Agreement is made and entered in this _____the day of between the bidder/supplier of tender No. M/s. _____through its authorized representative Sh._____(Designation etc.) duly authorized by the company vide No. _____dated_____, authenticated copy annexed to this Agreement, (hereinafter called the "First Party" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators and assignees) of the one part, and the President of India, through Director Health Services, Govt. of National Capital Territory of Delhi (hereinafter called "Second Party" & which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assignee's) on the other part.

Whereas the "Second Party" desires to award contract for supply of drugs etc to the hospitals/ institutions/ dispensaries etc of the Govt. of NCT of Delhi, situated in the different areas of Delhi/ New Delhi.

Now this Agreement "Witness" as follows:-

1. That the "First Party" shall deliver drugs item(s) manufactured/marketed by him to the order of "Second party" with quantities as per approved rate and as per given schedule..
2. The "First Party" shall supply the drugs items of strength, specifications, packing size as mentioned in the Annexure-'L'. In case of any of the drug being rejected or not supplied at all, the "Second Party" shall be at liberty to procure the same at the risk and expense of the "First Party" and the "First Party" shall, upon demand, pay to the "Second Party" all such extra charges and expenses as may be incurred or sustained in procuring and testing the same.
3. The "First Party" shall abide by all the terms and conditions given in the tender document. In case of any breach of the terms and conditions of the tender and also of this agreement, the "Second Party" shall be at liberty to terminate this agreement and claim damages on account of such breach.
4. The "First Party" shall refund on demand or otherwise the amount paid to him on account of any overcharges in his bill for the supplies made under this agreement failing which the "Second Party" may recover the same from the earnest money and/or security deposit made by the "First Party" and/or in other form as may be legally feasible.
5. The "Second Party" shall not be bound to take all or any part of the drugs enumerated in the said "Annexure L" of the tender.
6. In case the information submitted by the First Party is found to be false or erroneous the "Second Party" reserves the right to terminate the Contract unilaterally without any compensation whatsoever.
7. The "Second Party" however, reserves the right to terminate the contract at any time without assigning any reason.
8. The tender document including clarifications and corrigendum issued subsequently along with annexure submitted by the First Party shall be deemed to form and be read and construes as part of this agreement.
9. The "First Party" shall submit a Performance Security Deposit as per the terms and condition of the tender.
10. Brief particulars of the goods and services which shall be supplied / provided by the First party are as under.

Sl. No	Drug Code	Brief Description of Goods & Services	Tender Qty in Unit*	Unit Price	Total value inclusive of VAT

In faith and testimony; the parties have set their hands to this Agreement at Delhi/New Delhi on the day, and year first above written in the presence of the following witnesses.

First Party

WITNESSES

M/s._____

1)

Authorized Signatory
(Rubber Seal)

2)

Signed and delivered by the
above named "First Party"

WITNESSES

Second Party

1)

For and on behalf of the
President of India

2)

DIRECTOR HEALTH SERVICES,
GOVT. OF N.C.T. OF DELHI

Annexure-X

Performance Security Bank Guarantee (unconditional)

To : **Director Health services/CPA**(***Purchaser***)
F-17, KARKARDOOMA,
DELHI 110032.

WHEREAS ..... (Name of the Supplier), herein called "the Supplier" has undertaken, in pursuance of Tender No.**----------,** to supply various items and has signed contract, hereinafter called "the Contract", with the purchaser.

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, upto a total of ..... (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of ..... (Amount of the Guarantee in Words and Figures) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the ..... day of ..... 20…..

Signature and Seal of Guarantors

.....

.....

.....

Date ..... 20 .....

Address .....

.....

.....

Proforma for Bank Guarantee for EMD:

FORMAT FOR EARNEST MONEY DEPOSIT BANK GUARANTEE

Whereas ..... *(hereinafter called "the Bidder")* has submitted its tender in the **Ref.No.----------, Dated.----------** dated ..... *(date of submission of tender)* for the supply of ..... *(name and/or description of the goods)* (hereinafter called "the Tender").

KNOW ALL PEOPLE by these presents that WE ..... *(name of bank)* of ..... (name of country), having our registered office at ..... *(address of bank)* (hereinafter called "the Bank"), are bound unto ..... *(name of purchaser)* (hereinafter called "the Purchaser") in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents.

Sealed with the Common Seal of the said Bank this _____ day of _____ 20 _____.

THE CONDITIONS of this obligation are :

1. If the Bidder

a) withdraws its Tender during the period of tender validity specified by the Bidder on the tender Form; or

b) does not accept the correction of errors in accordance with the Tender; or
c) is rejected on inspection for the compliance of Good Manufacturing Practice as per revised schedule-M of Drugs & Cosmetics Act.

2. If the Bidder, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity :

a) fails or refuses to execute the Agreement if required; or

b) fails or refuses to furnish the security deposit, in accordance with the Instruction to Bidder;

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including Sixty (60) days after the period of the tender validity, i.e. 180 days from the date of opening of the tender, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

1 *Name of Bidder*

ANNEXURE - XI

DETAILS OF MANUFACTURING /IMPORTING UNIT

Name of the Bidder & Full Address :

PAN Number :

TIN Number :

Phone Nos. :

Fax :

E-Mail :

Date of Inception :

Licence No. & Date :

Issued by :

Valid up to :

Details of installed Production Capacity :

Details of Installed Production Capacity for 30 days
(In Terms of Unit Packs)

Tablets :

(i) Capsules

General :

Beta-Lactum :

(ii)

(iii) Injections

Ampoules :

Vials :

I.V.Fluids :

Sterile Powder :

(iv) Liquids

Suspension :

Syrups :

Drops :

Ointment :

Powders :

Antiseptics / Disinfectants :

Name & designation of the authorised signatory :

Specimen signature of the authorized Signatory :

* The details of manufacturing unit shall be for the premises where items quoted are actually manufactured

ANNEXURE – XII

List of Items quoted

This is to be submitted in the excel sheet (Annexure XII) provided at the e-procurement site. Please note this is different from excel sheet for submitting rates - "BOQ"

TECHNICAL BID (This Technical template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						To Be Filled By Bidders			
Sl. No.	Item name and Description	Drug Code	Quantity	Unit	EMD	License No. at page no.	GMP Details at Pg no	Manufacturing and Marketing cert. at pg no.	Annual Production Capacity, With page no
1	2	3	4	5	6	6	7	8	9
1									
2									
3									

Annexure-XIII

Bar coding details

BOX NO :

PO NUMBER :

SUPPLIER CODE :

SUPPLIER NAME :

DRUG CODE :

DRUG NAME :

BATCH NO :

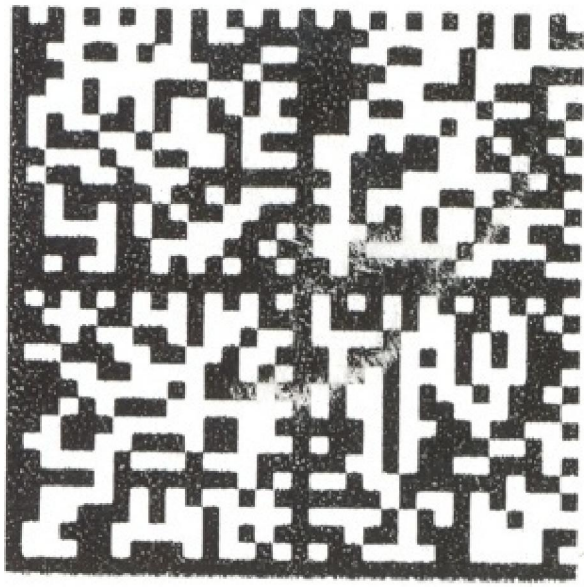
MFG DATE :

EXPIRY DATE :

BATCH QUANTITY :

INVOICE NO :

D C NO :



ANNEXURE: XIV

Instruction regarding price bid

To be submitted **ONLINE ONLY** on e-procurement platform, in the given format of BOQ. Please do not use your own excel sheet, it is provided at the eprocurement site.

BOQ Format:

(with example below)

Sl.No	Description	Item Code	No.of Qty.	Units	Rate per unit (Rs)
1	Tab. Enteric coated5-Amino Salicylic Acid400mg	2924001M	1	Strip of 10	**10.00**
2	Tab.Acetazolamide250mg	3386005M	1	Strip of 10	**10.00**

NOTE :-

1. **Rate quoted should be inclusive of all duties, surcharge, vat, cess, levies, freight, loading, unloading, insurance, octroi, road permits, packing etc.**

2. Bidder should quote firm rates. No condition like discount / free goods / additives will be accepted.

3. Rate should be quoted according to unit and specifications asked for.

4. The rates quoted by the bidder shall not in any case exceed the controlled price, if any, fixed by Central/ State government and Maximum Retail Price (MRP).

Annexure XV

List of Items with specifications, tendered quantity and EMD required for which bids are invited.

a. Vials and ampoules shall be considered equivalent for derivation of lowest bidder.

b. Sitagliptin 100mg/Vildagliptin 100mg/Saxagliptin 5mg shall be considered equivalent for L1 calculation; the demand of Gliptin shall be shifted to the item declared L1 as per this equivalence.

c. Inj Insulin Aspart, Inj Insulun Glulisine and Inj Insulin Lispro shall be considered equivalent for L1 calculation; the demand of L1 shall be increased by adding the demands of the remaining two Insulin Injections.

d. Vaccines are normally released after approval from govt. test laboratory at Kasauli, therefore this will not be lab tested by CPA.

e. Testing for blood products is not presently available, therefore it shall not be lab tested by CPA.

f. Levothyroxine may also be accepted in a bottle of 60/100 tabs, but price is to be quoted in the pack size asked for in the tender document.

g. For item code 2647020, Surfactant Solution for intratracheal instillation, the L1 shall be derived on the basis of lowest price quoted per mg of phospholipids.

S.No.	Drug Code	Drug Name	Dosage form	Strength/ Specification	Unit	Demand of Units for 2015-16	EMD Required (Rs)
1	1532014	Adrenaline bitartrate	Inj.	1mg/ml	1ml amp.	344690	19990
2	2037011	Adenosine	Inj	3 mg. / ml.	2 ml. Amp.	5700	11460
3	1318026	Amikacin	Inj	500mg/2ml	2ml vial	585010	80740
4	1318025	Amikacin	Inj	250mg/2ml	2ml vial	62780	6110
5	3881021	Amino Acid 10% soln.	infusion	All Essential and non essential amino acid 1000-1200 mOsmol/l	500ml bottle/ container	12050	51860
6	3881019	Amino Acid 10% soln.	infusion	All Essential and non essential amino acid 1000-1200 mOsmol/l	100ml bottle/ container	5510	30650
7	2037010	Amiodarone	Inj	150 mg./ Vial	3 ml. Vial	17030	19200
8	1318085	Amoxycillin Clavulanic acid	Inj.	1.2g	Vial	228060	126350
9	1318086	Amoxycillin Clavulanic acid	Inj.	600mg	Vial	109220	35810
10	1318007	Ampicillin	Powder for Inj.	500mg. /vial.	500mg vial	262660	32150
11	3156013	Anti Rabies vaccine (Chick Embryo/ Vero Cell/ Human deploid Cells) IP	Inj: IM/ID pack	Multi dose vial containing lyophilised vaccine that is reconstituted with diluent to a final volume of 1 ml.	1ml vial	252560	705410
12	3156024	Anti Rh (D) Immunoglobulin Polyclonal/ monoclonal	Inj.	300 mcg/1.5ml> 300mcg	1-1.5 ml pack	8620	317710
13	1328016	Artesunate	Inj.	60mg anhydrous artesunic acid with a separate ampoule of 5%	vial	58510	21040

				NaHCo3			
14	3263009	Atracurium	Inj	10 mg./ml.	2.5 ml vial	17880	10320
15	1074008	Atropine Sulphate	Inj.	0.6mg/ml	1 ml vial	277150	14960
16	1061002	Bupivacaine Hydrochloride	Inj	0 .5%	20ml vial	30020	11350
17	1061003	Bupivacaine Hydrochloride	Inj	0.5% (Heavy) with anhydrous dextrose	4ml amp.	66000	8900
18	3780037	Calcium Gluconate	Inj	10%	10ml amp.	306780	20380
19	1318034	Ceftazidime	Powder for Inj.	500 mg.	vial of 500mg	11050	6640
20	1318042	Ceftriaxone	Powder for Inj.	1gm.	1gm vial	1938860	478130
21	1318041	Ceftriaxone	Powder for Inj.	500 mg.	500mg vial	151630	28660
22	1318029	Ciprofloxacin	Infusion	100mg/50ml	100 ml Polypack	239340	44470
23	3321016	Ciprofloxacin	Eye Drops	0. 3%	10ml vial	236460	13280
24	2853014	ciprofloxacin	Ear Drop	0.5%	10 ml Vial	60830	12170
25	2853004	Clotrimazole	Ear Drops	1%	10 ml vial	115120	17500
26	1318010	Cloxacillin	Powder for Inj.	500mg./ vial.	500mg vial	85020	11740
27	1736011	Desferrioxamine	Powder for Inj.	500mg in vial	500mg vial	54000	160540
28	3323009	Dexamethasone + Ofloxacin	Eye Drop	0.1% + 0.3%	5 ml vial	30640	9190
29	1532007	Dexamethasone Sodium Phosphate	Inj.	4mg/ml	2 ml vial	232570	18140
30	1940002	Dextran 40	Inj	Dextran 40 10% w/v in Nacl (0.9% w/v)	500ml Bottle	3600	12960
31	3780003	Dextrose	Inj	5%	500ml IV fluid glass/ plastic container	506500	151440
32	3780006	Dextrose	Inj	10%	500ml IV fluid glass/ plastic container	155280	51770
33	3780039	Dextrose	Inj	25%	25 ML	50940	22460
34	3780041	Dextrose with multiple electrolyte	Inj.	PH: 4-6, calories:17-=180 per litre, calculated osmolarity: 340-380mosm/l, Dextrose 5% with sodium 23-25 mEq/L, chloride 24-29 mEq/L, Lactate 23 mEq/L, Potassium 20 mEq/L, Magnesium 3 mEq/L.	500ml IV fluid glass/ plastic container	151800	70130
35	3780025	Dextrose with Saline (DNS)	Inj	5% + 0.9%	500ml IV fluid glass/ plastic container	771480	230680
36	3780042	Dextrose with Saline (N/2 DNS)	Inj	5% + 0.45%	500ml IV fluid glass/ plastic container	33730	13450
37	3780043	Dextrose with Saline (N/4 DNS)	Inj	5% + 0.22%	500ml IV fluid glass/ plastic container	59400	23080
38	1111034	Diclofenac Sodium	Inj	25mg/ml	3ml amp	669060	26630

39	1111024	Diclofenac Sodium (Aqueous Form)	Inj	75mg/ml	1ml amp.	1534380	182590
40	2929003	Dicyclomine+Activated Dimethicone/ Simethicone	Drops	10mg.+ 40mg./ ml.	10ml with dropper	79990	7310
41	3471007	Dinoprostone	Inj	0.5mg/Syringe	0.5mg/Syringe	84960	297360
42	2052001	Dobutamine	Inj	50mg/ml.	5ml vial	37210	15790
43	2052002	Dopamine	Inj	40mg/ml	5ml vial	143650	20980
44	3984043	Dorzolamide	Eye Drops	2%	10 ml Vial	7030	21280
45	2749006	Enoxaparin	Inj	60 mg./0.6 ml. Prefilled Syringe	One Syringe	58740	166690
46	2749005	Enoxaparin	Inj	40mg/0.4ml Prefilled Syringe	One Syringe	69320	149180
47	3057024	Erythropoetin	Inj	4000 IU	Vial/PFS	3110	10200
48	3057023	Erythropoetin	Inj.	2000 IU	Vial/PFS	2050	3850
49	2647014	Etophylline+ Theophylline	Inj.	220mg/2ml (169.4+50.6mg)	2 ml amp.	237620	7460
50	3881017	Fat/ Lipid emulsion for Infusion (peripheral)	Infusion	10% 250-350 mOsmol/l	250 ml container	3060	12240
51	2733002	Ferrous fumarate	Drops	5mg/ml	15 ml drops	198660	57610
52	1320005	Fluconazole	Inj	2mg/ml infusion	100ml bottle	7430	4990
53	3323010	Flurbiprofen	Eye Drop	0.03%	5 ml vial	57120	11260
54	2546005	Frusemide	Inj	10mg. / ml.	2ml amp.	589450	23340
55	1318023	Gentamicin	Inj	40mg/ml	2ml vial	333080	21650
56	2853002	Gentamicin	Ear Drops	0.3% w/v	10 ml vial	49760	5170
57	2853003	Gentamicin + Betamethasone	Ear Drops	0.3% w/v + 0.1%	5ml vial	62880	9680
58	3321013	Gentamycin	Eye Drops	0. 3%	5ml vial	143630	10920
59	2942003	Glycerine enema		20ml	Pouch	73980	25860
60	2034016	Glyceryl Trinitrate	Inj.	5mg/ml	5 ml vial	32590	8890
61	3780034	Glycine	Inj	1 .5%	3 Litre in Poly Propylene Pack	1750	3500
62	1074011	Glycopyrrolate	Inj.	0.2mg/ml	1 ml amp.	145460	10440
63	2749002	Heparin sodium	Inj	5000 IU/ml	5ml vial	38480	73820
64	3156027	Hepatitis B immunoglobulin	Inj.	100 IU	1ml pack	2280	114240
65	3156028	Hepatitis B immunoglobulin	Inj.	200 IU	200 IU pack	180	15830
66	3156008	Hepatitis- B Vaccine IP (DNA recombinant genetically engineered non-infectious vaccine),The label on each vial should include a Vaccine Vial Monitor (VVM),The Vaccine Vial Monitor (VVM) shall be as per WHO Specifications,B.C.G. IP (freeze Dried bacillu	Inj.	20 mcg/ 1ml (Each 1 ml contains purified HbsAg & (Al+++) 0.5mg to 0.8mg & thiomersal 0.05mg.)		2760	5800
67	1940004	Heta Starch (Hydroxy ethyl starch)	Inj	6%	500ml Bottle	24280	56080
68	3364001	Homatropine hydrobromide	Eye Drops	2%	5ml vial	28250	15080
69	3156030	Human Normal Immunoglobulin (IV-Ig)	Inj.	Inj. 5%	5 gm in 100ml Vial	4990	786280
70	3156029	Human Normal Immunoglobulin (IV-Ig)	Inj.	Inj. 5%	(2.5 gm in 50ml)	8590	678780
71	3881013	Human Normal Serum Albumin	Infusion	20%	50ml pack	33110	740820

72	3881014	Human Normal Serum Albumin	Infusion	20%	100ml pack	7420	340390
73	3386010	Hyaluronidase	Inj.	1500 Unit/ml	1ml vial	13760	18400
74	1532008	Hydrocortisone Sodium Succinate	Powder for Inj.	100mg/ml	One vial	276700	83560
75	3075010	Hydroxy progesterone acetate (Depot)	Inj.	500mg	Vial	24260	14560
76	3386004	Hydroxy Propyl Methyl Cellulose	Inj	2 % prefilled syringe	One Syringe	49160	68530
77	3386003	Hydroxy Propyl Methyl Cellulose	Drops	0. 7%	10 ml vial	36240	15890
78	2929005	Hyoscine Butyl Bromide	Inj	20mg./ ml.	1ml .amp.	752160	68590
79	3057021	Insulin Aspart	Inj.	100 IU	3ml cartridge	150	720
80	3057003	Insulin Glargine(Human)	Inj	100 IU/ml	Cartridge 3ml vial	15610	108190
81	3057014	Insulin Glulisine	Inj.	100 IU	3ml cartridge	150	720
82	3057015	Insulin Lispro	Inj.	100 IU	3ml cartridge	1200	6950
83	3057002	Insulin NPH (Human)	Inj	40 IU/ml	10 ml vial	11030	13080
84	3057005	Insulin Premixed (Human)	Inj	30 %/70% in 40 IU/ml	10 ml vial	160210	190020
85	3057006	Insulin Premixed (Human)	Inj	30 %/70% in 100 IU/ml	10 ml vial	31800	114470
86	3057001	Insulin Soluble (Human)	Inj	40 IU/ml	10 ml vial	11770	13960
87	2647007	Ipratropium bromide	Solution for nebulizer	250 mcg. / ml.	15 ml Vial	32290	7010
88	2733010	Iron Sucrose	Inj.	20 mg/ml	5ml amp/vial	52510	24470
89	1054007	Ketamine Hydrochloride	Inj	50mg/ml	10ml vial	9400	5180
90	2015010	Labetolol	Inj	20mg/ml	2 ml amp.	21130	21130
91	1318080	Levofloxacin	Inj.	500mg/ 100ml	Vial	28200	13630
92	2037008	Lignocaine (preservative free)	Inj	2% (21.3mg/ml)	50ml Vial	9790	6640
93	1061006	Lignocaine Hydrochloride	Jelly	2%	30 gm tube	114970	30240
94	1061010	Lignocaine Hydrochloride (without adrenaline)	Inj	2%	30 ml vial	73000	13030
95	1061012	Lignocaine with Adrenaline	Inj.	2% with adrenaline (1:80,000)	30 ml vial	15680	6280
96	1061011	Lignocaine with Adrenaline	Inj.	2% with adrenaline (1:2,00,000)	30 ml vial	32150	5720
97	3678019	Lorazepam	Inj	2mg. / ml.	2ml. amp.	20710	2490
98	3386014	Lubricating Eye Drops (hydroxy propyl methyl cellulose or sodium carboxy methyl cellulose 0.3- 0.5% + stablised oxichloro complex 0.005-0.008%). (Preservative Free)	Eye Drpos	Hydroxy propyl Methyl Cellusoe or Sodium Carboxy Methyl Cellusoe o.3-0.5% + Stablized oxy chloro complex 0.005-0.008%	10 ml	365580	79690
99	3471006	Magnesium sulphate	Inj	50% w/v	2 ml amp.	126170	4900
100	2546006	Mannitol	Inj.	20%	350 ml pack	62960	50050
101	1318056	Meropenem	Powder for Inj.	1 Gm.	1 gm. vial	73490	305560
102	1318055	Meropenem	Powder for Inj.	500 mg.	500 mg. vial	49340	111720
103	3010010	Methylprednisolone	Inj	500mg./ vial	4ml Vial (with diluent or separate	18000	45170

					diluent)		
104	3010009	Methylprednisolone	Inj	125 mg./ Vial	2ml Vial (with diluent or separate diluent)	41110	27960
105	2938002	Metoclopramide	Inj.	5mg/ml aml.	2 ml vial	469920	29330
106	1328006	Metronidazole	Inj	500mg/100ml.	100 ml vial	1091660	157200
107	1074009	Midazolam	Inj.	1mg/ml	5 ml vial	187500	43060
108	3881028	Mixed TPN (Central)	Infusion	Amino acid + electrolyte + lipids + Dextrose, 1000-2000 mOsmo/l	1000 ml	2900	67740
109	3984045	Mixed TPN (peripheral)	Infusion	Amino acid + electrolyte + lipids + Dextrose, 700-900 mOsmo/l	1000- 1500ml	6860	142430
110	3156018	MMR (Live Vaccine) USP Measles, Mumps and Rubella Vaccine (Live) is a freeze-dried Freeze-dried vaccine with sterile diluent in corresponding quantity. The diluent does not contain any added antimicrobial preservative.	Inj.	The minimum virus concentration to be not less than 1000 CCID50 measles virus; 5000 CCID50 mumps virus and 1000 CCID50 rubella virus per single human dose.	2.5ml vial 5 doses plus overfill of 15%.)	96240	345600
111	3984024	Multivitamin	Drop	As per Schedule-V of Drugs and Cosmetics rules 1945, GOI	10 ml pack	240400	62500
112	3984025	Multivitamin	Inj.	As per Schedule-V of Drugs and Cosmetics rules 1945, GOI	vial	127130	38140
113	3323011	Naphazoline Hcl + Chlorpheniramine + Zinc Sulfate	Eye Drop	Naphazoline hydrochloride 0.05-0.1% + Chlorpheniramine maleate 0.01-0.1% + Zinc Sulphate 0.12 - 0.15 % + Benzylalkonium chloride as preservative- till 012 % Optional addtion of Menthol/ Camphor - 0.0025 - 0.005 %	5 ml vial	276220	110480
114	3321018	Natamycin	Eye Drops	5%	5 ml Vial	11640	10700
115	3263002	Neostigmine	Inj.	0.5 mg in 1ml	1 ml amp.	140450	7810
116	2052003	Noradrenaline	Inj	1mg/ml	2 ml amp.	112300	36380
117	2647015	Noscapine	Drops	1.83mg./ml	50ml Bottle	43460	12320
118	3073002	Octreotide	Inj	100 mcg/ml	1ml .amp.	43260	52060
119	3323012	Olapatadine	Eye Drop	Eye Drop 0.10%	5 ml vial	54700	19520
120	2938007	Ondansteron	Inj	2mg./ ml.	2ml amp.	1030480	32570
121	2938008	Ondansteron	Inj	2mg./ ml.	4ml amp.	102000	7040
122	3471003	Oxytocin	Inj	5 IU/ ml.	1ml amp.	702960	22210
123	2913009	Pantaprazole	Inj	40mg	Amp/ vial	793130	95020

124	1111017	Paracetamol	Inj	150mg/ml	2ml amp.	95460	5300
125	1111018	Paracetamol (I.V.)	Inj	1000 mg/100 ml	100 ml. Infusion bottle	150280	157790
126	1111033	Pentazocin Lactate	Inj	30mg/ml	1ml amp.	90760	5980
127	3471010	PGF 2 alpha as tromethamine	Inj	250mcg/ml.	1ml amp.	24020	72070
128	1532005	Pheniramine maleate	Inj.	22.75mg/ml	2 ml vial	161620	9860
129	1219004	Phenytoin Sodium	Inj	50mg/ml	2ml amp.	585900	62340
130	3362001	Pilocarpine	Eye Drops	2%	5ml vial	19550	15640
131	3362003	Pilocarpine	Inj	0.5%/ml preservative free for intraocular use	1ml amp.	19160	6130
132	3780036	Potassium Chloride	Inj	150mg./ml.	10ml amp.	330280	29930
133	1736007	Pralidoxime Chloride (2-PAM)	Inj	25mg/ml	20ml vial	7730	7480
134	1532015	Promethazine Hydrochloride	Inj.	25mg/ml	1 ml amp.	101150	7930
135	3386011	Proparacain	Eye drops	0.50%	5ml vial	20060	14040
136	1054010	Propofol	Inj	1%	20 ml vial	35210	25190
137	3156032	Rabies Immunoglobulin	Inj.	300 IU/ml (Equaine)	5 ml pack	76320	500660
138	2913005	Ranitidine	Inj.	50mg/2ml	2 ml amp.	2456320	77120
139	3780017	Ringer Lactate	Inj		500ml IV fluid glass/ plastic	1383580	453820
140	3263014	Rocuronium	Inj.	50mg/ml	5ml pack	13990	37080
141	1736006	Snake venom Anti Serum (Polyvalent)	Inj	Lyophilized/ Liquid	10 ml Vial	10190	160070
142	3780038	Sodium Bicarbonate	Inj	7.5% Isotonic	10ml amp.	400620	39180
143	3780014	Sodium Chloride	Inj	0.90%	500ml IV fluid glass/ plastic container	2154340	601060
144	2853017	Sodium Chloride	Nasal Drop	0.90%	10ml	73010	9740
145	1219019	Sodium Valproate	Inj	100 mg./ ml.	5ml vial	29520	11900
146	2749013	Streptokinase	Inj	15,00,000 IU/vial	One vial	2960	32510
147	3321003	Sulfacetamide	Eye drops	20%	10 ml vial	133440	19780
148	2647020	Surfactant Solution for intratracheal instilation	Soln.	(Naturally derived surfactant suspension for ultra tracheal adminstration. Should contain surfactant proteins SP -B & SP -C. Should contain atleast 25 mg/ml of phospholipid	1-8ml pack	470	108580
149	1318062	Teicoplanin	Inj	400mg/ vial	One vial	18970	126780
150	1318061	Teicoplanin	Inj	200mg/vial	One vial	21540	75710
151	3156012	Tetanus Toxoid (adsorbed) sterile suspension prepared from tetanus toxoid containing not less than 1000 Limes flocculationis (Lf) adsorbed on a mineral carrier in saline solution or other appropriate solution isotonic to blood. The potency of tetanus vac	Inj.	Each 0.5 ml contains not more than 25 Lf of tetanus toxoid	5ml vial(containing 10 doses plus 15% overfill.)	106320	49120

152	3362005	Timolol	Eye Drops	0. 5%	5ml vial	66600	12590
153	3321020	Tobramycin	Eye Drops	0. 3%	5ml vial	219000	29120
154	1111030	Tramadol	Inj	50mg/ml	2ml vial	423360	14400
155	2749016	Tranexamic acid	Inj.	500 mg./5ml	5ml amp.	126010	13540
156	2270003	Triamcinolone acetate	Inj	40 mg. / ml.	1 ml vial	4940	6300
157	3364002	Tropicamide	Eye Drops	1%	5ml vial	29560	15250
158	3364005	Tropicamide + Phenylephrine	Eye Drop	(0.8% to 1%) + 5%	10 ml vial	65930	37250
159	3156022	Typhoid Vaccine (Vi antigen),Capsular Polysaccharide of salmonella typhi Ty2 25mcg with phenol IP as preservative0.25%w/v	Inj.	Contains purified Vi 25 mcg Inactivated .	2.5ml vial ((5 dose vial) (with 15% over fill))	96600	214450
160	1318058	Vancomycin as hydrochloride	Powder for Inj.	500mg	500mg vial	112620	121400
161	1318057	Vancomycin as hydrochloride	Powder for Inj.	250 mg.	250 mg. vial	1930	5080
162	3263005	Vecuronium	Powder for injection	2mg/ml amp.	2ml Vial	154280	75820
163	3984008	Vitamin D3 (cholecalciferol)	Inj	6 lac IU/ ml.	1ml amp.	16980	6790
164	3984018	Vitamin K	Inj.	1mg/ 0.5 ml	0.5 ml amp.	118390	33070
165	3984019	Vitamin K	Inj.	10 mg/ml	1 ml amp/vial	62760	11180
166	2853019	Wax dissolvent	Ear Drop	Para dichloro benzene 2% w/v + Benzocaine 2.7% w/v + Chlorobutol 5% w/v + turpentine oil 15% w/v	5ml	134110	18130
167	2853005	Xylometazoline	Nasal Drops	0.10%	10ml vial	192700	15680
168	2853006	Xylometazoline	Nasal Drops	0.05%	5 ml vial	101450	10860