
 Delhi Tenders		eTendering System Government of NCT of Delhi	
Tender Details			
		Date : 18-Jul-2018 05:26 PM	
 Print			
Basic Details			
Organisation Chain	Directorate of Health Services		
Tender Reference Number	18_01 Medicines		
Tender ID	2018_DHS_155133_1		
Tender Type	Open Tender	Form of contract	Supply
Tender Category	Goods	No. of Covers	3
General Technical Evaluation Allowed	Yes	ItemWise Technical Evaluation Allowed	Yes
Payment Mode	Offline	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No		
Payment Instruments		Cover Details, No. Of Covers - 3	
Offline	S.No	Instrument Type	
	1	Bank Guarantee	
	2	FDR	
Cover No	Cover	Document Type	Description
1	Fee	.pdf	EMD AS PER TENDER DOCUMENTS
		.pdf	NOTARISED UNDERTAKING
		.xls	List of items quoted in Annexur-Q
		.pdf	REGISTRATION CERTIFICATE AS PER CLAUSE 3.2.2
		.pdf	POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY AS PER CLAUSE 3.2.4
		.pdf	TURNOVER CERTIFICATE AS PER CLAUSE 3.2.11
		.pdf	GST REGISTRATION AND PAN CARD AS PER CLAUSE 3.2.12
2	PreQual/Technical	.pdf	VALID DRUG LICENSE AS PER CLAUSE 3.2.3
		.pdf	MFG. AND MKT. EXPERIENCE

			AS PER CLAUSE 3.2.5
		.pdf	NON- CONVICTION CERTIFICATE AS PER CLAUSE 3.2.6
		.pdf	GLP CERTIFICATE AS PER CLAUSE 3.2.7
		.pdf	WHO-GMP CERTIFICATE AS PER 3.2.10
3	Finance	.xls	PRICE BID

Tender Fee Details, [Total Fee in ₹ * - 0.00]

Tender Fee in ₹	0.00	
Fee Payable To	Nil	Fee Payable At Nil
Tender Fee Exemption Allowed	No	

EMD Fee Details

EMD Amount in ₹	2,00,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Director General Health Services	EMD Payable At	New Delhi

Work /Item(s)

Title	18_01 Medicines				
Work Description	18_01 Medicines				
Pre Qualification Details	As per tender document				
Independent External Monitor	NA				
Tender Value in ₹	80,00,00,000	Product Category	Miscellaneous Goods	Sub category	Drugs and medicine
Contract Type	Tender	Bid Validity(Days)	180	Period Of Work(Days)	30
Location	New Delhi	Pincode	110092	Pre Bid Meeting Place	CPA office, Meeting hall
Pre Bid Meeting Address	Dispensary Bldg, School Block, Shakarpur, Delhi -92	Pre Bid Meeting Date	25-Jul-2018 02:30 PM	Bid Opening Place	CPA office

Critical Dates

Publish Date	18-Jul-2018 06:00 PM	Bid Opening Date	09-Aug-2018 02:05 PM
Document Download / Sale Start Date	18-Jul-2018 06:00 PM	Document Download / Sale End Date	09-Aug-2018 02:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	03-Aug-2018 09:00 AM	Bid Submission End Date	09-Aug-2018 02:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf	Tender notice	534.12
Work Item Documents				

S.No	Document Type	Document Name	Description	Document Size (in KB)
1	BOQ	BOQ_190905.xls	price bid	389.50
2	Additional Documents	AnnexureQ.xls	Annexure Q	171.00
3	Tender Documents	TD1801.pdf	Terms and conditions	1226.94

View GTE Details

S.No	Particulars	Expected Value	Mandatory
1.0	EMD/Exemption certificate	Yes	Yes

Bid Openers List

S.No	Bid Opener Login Id	Bid Opener Name	Certificate Name
1.	manoj.sinhaa37@gmail.com	MANOJ KUMAR SINHA	MANOJ KUMAR SINHA
2.	sanjayyadav8025@gmail.com	Sanjay Yadav	SANJAY YADAV
3.	anshulmudgal.42@gov.in	Anshul Mudgal	ANSHUL MUDGAL
4.	docfrancis2003@yahoo.co.in	SUNIL AUSTIN FRANCIS	SUNIL AUSTIN FRANCIS

Tender Inviting Authority

Name	DGHS
Address	Dispensary Bldg, School Block, Shakarpur, Delhi -92

Tender Creator Details

Created By	Anshul Mudgal
Designation	Medical Officer
Created Date	18-Jul-2018 04:01 PM



Central Procurement Agency

(Directorate of Health Services)

Dispensary Building ,

School Block-S1,

Shakarpur, Delhi-110092

Email ID: dir.cpa.med@gmail.com

Invitation of e-tender for the supply of medicines

Department of Health and Family Welfare, Government of NCT, DELHI

Tender Reference no: 18_01

Approximate Value: Rs. 80 Cr

Critical Dates: As given at: <http://govtprocurement.delhi.gov.in>

Communication: dir.cpa.med@gmail.com

1. The Department of Health and Family Welfare, Government of National Capital Territory of Delhi (GNCTD), runs hospitals as well as dispensaries providing Health Services to the public. There are more than 30 hospitals & 300 dispensaries run by the Delhi Government. Directorate of Health Services (DHS) has been mandated to procure the Medicines/Surgical Consumables.
2. Tender Inviting Authority (TIA) – **Director General Health Services, GNCTD**, (hereinafter referred as TIA unless the context otherwise requires) invites bids as detailed in following paragraphs.
3. *The tender document can be downloaded from e-procurement website (<https://govtprocurement.delhi.gov.in>)* and also from the website of CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS). 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. **TIA** will not issue any separate communication to individual bidder. Interested eligible bidder may elicit further information in the pre-bid meeting or through emails. However only those queries raised in written form prior to the due date to raise queries will be replied and put at the e-procurement site for all to view.
4. E-Tenders (both Technical bid and Price Bid) will be received at the e-procurement site as per the date & time specified above and following has to be submitted physically also:-
 - a. EMD
 - b. **Notarised** Undertaking

c. List of items quoted in **Annexure –Q with calculation of EMD**

5. Tenders will be opened in the presence of bidders/authorized representatives, who choose to attend, on the specified date and time.
6. 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.
7. The bid shall be valid for a period of 180 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 along with extension of the validity of the EMD for the corresponding period. A Tenderer may not agree to such a request; this will not tantamount to forfeiture of its EMD.
8. Language of the bid shall be English only.
9. Technically qualified bidders may be considered for empanelment for future bidding.
10. Any query regarding tender terms and conditions should reach within 7 days of publication of tender notice at e-Procurement Site or prior to the pre bid meeting, in writing to the office of **TIA** at 1st and 2nd floor, Dispensary Building, S-1, School Block, Shakarpur, Delhi-92.

Summary

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Section I. Instructions to Bidders and Bidding Data Sheet

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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 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 some registration charges; details can be had from the site itself.**
- 2. Eligibility to bid.** Those intending to participate in the tender (hereafter called bidders) should first ensure that they fulfil all the eligibility criteria given as under:
- 2.1 Should be a licensed Indian manufacturer or an importer for which the bid is being submitted. An authorised distributor may be allowed to make supplies and collect payment later if contract is awarded to the bidder but the bid has to be submitted by manufacturer or importer. Any bidder manufacturing a medicine on loan license shall be eligible to bid for that medicine only if it has WHO-GMP.
- 2.2 Should have manufacturing & marketing experience (only marketing experience in case of importers) of previous two consecutive financial or calendar years (2016-18 or 2016 & 2017) for drug items. The two year experience shall not be applicable for new drugs as defined in Drug & Cosmetic Act.
- 2.3 Should not have been convicted or manufacturing license suspended for manufacturing/supplying sub-standard drugs/items or on any other grounds under Drugs & Cosmetics Act or rules framed there under, in preceding three years. 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 matter. This shall be applicable to manufacturer/importer and distributor together irrespective of bidder status.
- 2.4 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. This shall be applicable to manufacturer/importer and distributor together irrespective of bidder status.
- 2.5 Be ready to supply item(s) as per the specification given in the tender document, and not their substitute.
- 2.6 Should submit required Earnest Money Deposit (EMD) in prescribed form

unless exempted by any Govt. order.

2.7 Deleted

2.8 Should have following annual sales turnover during last two years:

Rs. 2 Crore or more for bidding for medicines in Group A.

Rs. 25 Crore or more for bidding for medicines in Group A1, A2 & E.

Rs. 50 Crore or more for bidding in medicines in other groups (B,C & D)

Fifty percent of annual sales turnover should be in supply of medicines in open market and exports, undertaking to be provided by the CA of the firm.

Please see Annexure-L for grouping of medicines.

2.9 The manufacturer must have its own GLP compliant laboratory as per schedule L1 of Drugs and Cosmetic Act/Rules

2.10 Should have a WHO-GMP certification for medicines given in group B, C & D in Annexure- L and for drugs manufactured under loan license.

2.11 Should have valid GST Registration Number and PAN Card.

3. Documents

Comprising the Bid

3.1. **EMD, List of items quoted by the bidder in Annexure Q and Undertaking duly notarised, all original** in the given format as required shall be sent to the address of Tender Inviting Authority by speed post so as to reach the office of TIA before the closing time of bid submission. Tender Inviting Authority (TIA) will not be responsible in any way for postal delay. A bidder may choose to submit this physically in an envelope duly superscripted with the tender no., bidder details, in the tender box specially kept on the day of the opening of the tender for this purpose, in the office of TIA at **2nd Floor, Dispensary Building, School Block S1-Shakarpur, Delhi-110092, ,** before the closing time of bid submission.

3.2 The Bidder should submit (upload) the following documents via e-tender as part of technical bid. **(Original documents may be required to be produced when demanded).** The documents are to be uploaded in three packets provided at the e-Procurement site as under:

Packet 1: EMD, Notarised undertaking and Annexure Q duly filled in

Packet 2: All other Technical documents (TQ) except Price bid

Packet 3: Price bid

3.2.1 Earnest Money Deposit, from the bidder. Scanned copy shall be uploaded, original to be deposited, as detailed above. (to be named **EMD**)

3.2.2 Registration certificate: with Registrar of Company under Company Act / proprietorship certificate by **proprietor** / partnership deed along with details as Annexure M, in r/o manufacturer/importer (to be named **REG**)

- 3.2.3 A valid Drug License (wherever applicable) issued by the Licensing authority concerned, for the tendered item conforming to the relevant Pharmacopeia/ specification for the item, valid on the date of tender opening. (to be named **LIC**). Items quoted should be encircled and item codes mentioned.
- 3.2.4 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. In case of proprietorship, the proprietor on its letter head of firm declares himself as proprietor with specimen signature. (to be named AUT)**
- 3.2.5 Manufacturing & Marketing experience of manufacturer and marketing experience of importer of drug items for last two years from concerned drug authority.
The certificate should have been issued within 6 months of the bid submission closing date of the tender (NIT). (To be named **MKT**).
- 3.2.6 Non-conviction Certificate issued by respective Licensing Authority or Authorities, issued within preceding 6 months of bid submission closing date of the tender that the firm/company Has not been convicted anytime during preceding three years under Drug and cosmetic act.(to be named **NCC**)
- 3.2.7 GLP certificate (to be named **GLP**)
- 3.2.8 **Notarised** Undertaking (as in the Performa given in **Annexure-U**) (to be named **UND**)
- 3.2.9 List of items quoted in the given – **Annexure -Q**.(to be named **LST**)
- 3.2.10 WHO-GMP certificate from Drug Authority, where required. (to be named **GMP**)
- 3.2.11 Sales turnover certificate of last two years from statutory auditor clearly showing separately market sales, exports and institutional sales. An audited financial statement along with profit and loss statement and balance sheet to enclosed also.(to be named **TUR**)
If a bidder does not find a slot for uploading a document at e-procurement site, it can submit it in any other slot along with other documents.
- 3.2.12 Copy of GST Registration Certificate and PAN card. (to be named **TAX**)

3.3 PRICE BID

- 3.3.1. The Bidder shall fill in the BOQ given at the e-procurement site as per the

Annexure-R for the items quoted.

- 3.3.2 The rate quoted in BOQ (**Annexure-R**) should be for a unit and for the given specification as detailed in the tender document. 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 180 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. They may also be told to extend the validity of EMD for the corresponding period. A Tenderer may not agree to such a request; this will not tantamount to forfeiture of its EMD.

6. Bid Security

6. EARNEST MONEY DEPOSIT

- 6.1 The Earnest Money Deposit referred to under Clause 3.3.1, shall be **item wise as specified in Annexure-L, valid for 365 days from the date of Initial opening of tender. It shall be Rs.200000/- per item code where the EMD amount has not been specified.**

The bidders are required to furnish Earnest Money Deposit in the form of bank guarantee (in format Annexure G, for EMD only) or **fixed deposit receipt** from a commercial bank in India, favouring, DIRECTORATE GENERAL HEALTH SERVICES (DGHS)-Delhi, payable at Delhi. Earnest Money Deposit in any other form shall not be accepted. EMD need not be issued from bidders account.

- 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 items in the ascending order of the items 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, unless exempted by a Govt order, or with

erroneous 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) in respect of item(s) will be forfeited, if the Bidder withdraws his bid **either fully or partially during the validity of the tender/.**
- 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.

Submission and Opening of Bids

7. Submission and OPENING OF TECHNICAL & FINANCIAL BID

Opening of Bids

- 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.

8. Bid Opening 8.1 **Date, Time and Place of opening of price bid: This shall be system announced at e-procurement site for technically qualified bidders. The bidders can view it once it is enabled by CPA.**

9. Right to Accept Any Bid, and to Reject Any or All Bids 9.1 TIA 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.

10. Signing of Contract 10. **AGREEMENT**

- 10.1. The lowest complied 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), informing that his tender has been accepted. The Specimen form of agreement is available in Annexure-A.
- 10.2. 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 other than authorised distributor.
- 10.3 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 email as provided by the bidder.
- 10.4 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), and the firm will also be liable to make for the damages/losses suffered by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), apart from blacklisting and other penal actions.

11. Tender
Quantity
Requirement

- 11.1 The details of the required items are shown in **Annexure-L. *This tender is for rate contract and quantity mentioned herein is only a tentative requirement and may be increased or decreased*** by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), at its discretion, depending on the actual need. The bidders shall supply the items only on the basis of the Supply Order issued by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS). Any supply without a valid Supply Order will not be accepted by CPA; DIRECTORATE GENERAL HEALTH SERVICES (DGHS) for payment and the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) shall not be responsible for any loss on this account. *The validity of rate contract shall be for one year from date of acceptance and deemed to be extended for six months unless expressly withdrawn by the bidder. Even in case of withdrawal the supply order placed for the next quarter shall*

have to be honoured by the supplier. The withdrawal shall be allowed for the whole contract and not for particular item(s).

- 11.2 However, once the Supply Order/orders is/are issued by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), the bidder should not renege from the commitment of supplying the quantity mentioned in the agreement / undertaking.
- 11.3 The rates quoted shall not be varied with the order quantity or the destination during the full contract period.

12. Performance

Security

On being informed about the acceptance of the tender and at the time of signing the Agreement, the lowest bidder shall submit the Performance Security Deposit (PSD), equal to 5% of the expected annual procurement value (tendered quantity or four times of a quarter order, whichever is higher x unit rate) in the form of **Fixed Deposit Receipt(FDR) or irrevocable Bank Guarantee from a commercial bank in India**, favouring Director General Health Services (DGHS), payable at Delhi and valid for a period of 5 years within 15 days of issue of the acceptance letter from the Tender inviting Authority. The amount of PSD shall require to be revised upward where the quarterly demand exceeds the first quarter demand necessitating requirement of more PSD. The format of Bank Guarantee is at **Annexure-G** and it should not be changed. Failure to deposit the performance security will attract Clause No. 1.1 of Section IV. General and Special Conditions.

Section II. Evaluation and Acceptance of Tender

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1. **ACCEPTANCE OF TENDER**
2. **GENERAL**
3. **AWARD OF CONTRACT**

TENDER RELATED ALL TERMS AND CONDITIONS

1. ACCEPTANCE OF TENDER

- 1.1 The bid compliant with tender specification and quoting the lowest rate per unit inclusive of all taxes and charges (landed price) as mentioned in BOQ (**Annexure-R**) shall be worked out for determining the L1 rate (Lowest rate).

- 1.2 CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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 Supply 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 Supply 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 or through e-mail.

2. GENERAL:

Tender will be evaluated in accordance with GFR, CVC and other guidelines issued by Govt. of India from time to time and the bids shall be evaluated in the following order:-

1. Pre-qualification (EMD and notarised undertaking)
2. Technical Bid evaluation of those bidders who have submitted valid EMD and undertaking, for items submitted in Annexure Q
3. Price Bid opening and evaluation of those bidders who have qualified in Technical Bid

The lowest quoted bid which is compliant with the terms of the tender, may be considered for award of contract.

3. Award of Contract

METHODOLOGY FOR PLACING ORDERS

- (a) The principle of selection / award will be the lowest priced, technically compliant bid (L1). In case more bidders are willing to match L1 rates; they will be kept in the panel and used in case any of the suppliers defaults.
- (b) The Bidder, who has been declared as lowest bidder(L1) for certain item(s), shall execute necessary agreement for the supply of the rate contracted item on depositing the required amount as Performance Security for execution of the agreement.
- (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 for execution of the agreement.

- (d) Technically compliant bidders may **offer to match with the lowest rate for the item(s)**. The Bidders who agree to match lowest rate, may 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-L**.
- (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.
- (h) If the lowest supplier has failed to supply the required item(s) within the stipulated time, CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) will place Supply Orders with an alternate source at the risk and cost of the defaulted supplier.
- (i) If the supplier fails to supply the item(s) for any of the Supply Order placed at any point of time, either fully or partly, within the stipulated time, CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) is at liberty to place Supply 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), WITH OUT ANY PROTEST OR DEMUR, for the difference in cost incurred by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) and the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) is entitled to recover the difference in cost from the defaulted supplier
- (j) Notwithstanding anything contained in para (i) above, the supplier, after committing the default in supply either partly or fully, can inform the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) about his willingness to execute the Supply Order during the tender period. The CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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 Supply Order.
- (k) The Items supplied in excess of the ordered quantity shall not be accepted and the supplier shall take back the excess at their cost. CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) will not be responsible for the loss to the supplier and will not entertain any demand/claim.
- (l) The supplier shall supply the Item(s) at the specified destination along with Sale invoice showing transaction id item wise, Test reports (in house) of finished products where applicable and Delivery Challan. Any supply without the above documents will not be accepted 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS).

- (m) The supplier shall take utmost care in supplying the quality Items and ensure that the batch number mentioned in the packages of the Items tally with the batch number mentioned in the Invoice produced to CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) for payment. Also the supplier shall ensure the quantity relevant to the Batch Number of the Items is mentioned in the invoice. Any variation will be viewed seriously and the goods will not be accepted at the destination.
- (n) It is the duty of the supplier to supply Items at the destinations mentioned in the Supply Order and supply shall conform to the conditions mentioned in the provisions of tender documents, viz., logo etc.
- (o) Subject to para (n) above, **CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) will process the invoices submitted by the supplier and the payments against supply will be made, within 45 days of acceptance of goods. The payment provisions will be as per section IV .10. Payment for all the supplies made on Supply Orders issued by CPA shall be done from CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) centrally and not by individual consignees.**
- (p) Subject to the conditions mentioned in the Supply 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) will not entertain any claim thereafter.

Section III. Schedule of Requirements

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- 1. SUPPLY CONDITION
- 2. LOGOGRAM
- 3. PACKING
- 4. QUALITY TESTING
- 1. SUPPLY CONDITIONS:
 - 1.1. Supply Orders along with the place of supply (destinations) will be issued to the successful bidder(s), now called supplier(s), at the discretion of the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), preferably once in three months. Supply Order may be issued, if required, even before agreement is signed, but the payment in that case shall

be made only when the agreement is signed and the performance security deposited. A supplier may supply goods and receive payment directly or through its distributor. The department shall accept a distributor only if the Distributor Authorization Certificate issued by the bidder is accompanied by **an Affidavit** (Annexure-II) by the distributor to that effect. These documents shall be submitted after communication of acceptance of the bid by CPA. The bidder shall, however, be responsible for compliance with all conditions of the tender irrespective of the fact that the goods were supplied by its authorized distributor. An authorized distributor shall continue to remain so till a letter from the supplier to CPA annuls that relationship.

- 1.2. **The Supply Order shall be available at NIRANTAR (the Supply Chain software of CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS)), 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 Supply Order at NIRANTAR. Once an email is sent, it will be presumed that the Supply Order has been delivered to the supplier. Supply Order may be given in hard copy or a scanned copy sent by email, for institutions which are not onboard NIRANTAR.**
- 1.3. The Bidder should inform the consignee about the details of supply scheduled within 7 days from the receipt of the Supply Order.
- 1.4. The supplier shall supply of the ordered quantity within 45 days (60 days for imported items) from the date issue of Supply Order at the destinations mentioned in the Supply Order. If the above day happened to be a holiday for the consignee, the supply should be completed on the next working day. If the Bidder fails to execute the supply within the stipulated time, the consignee/CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), without any notice/information is at its liberty to make alternative arrangement for purchase of the items for which the Supply Orders have been placed, from other sources including open market, even at higher rates, at the risk and the cost of the defaulted supplier and in such cases the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), has every right to recover the cost and impose penalty as mentioned in Clause 13 of "Section IV. General and Special Conditions". The goods may however be received by the consignee after the end of this delivery period 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 Supply Order before commencing the supply of subsequent Supply Orders.
- 1.6. All supplies will be scheduled for the period from the date of issue of Supply Order till the completion of the tender in instalments, as may be stipulated in the Supply 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 item at time of delivery should not be less than $\frac{3}{4}$ of the labelled shelf life. The consignee may relax this criteria in case of exigencies with reasons duly recorded and shall be responsible for use of that stores within its given shelf life, with a suitable undertaking from the supplier, the terms of which shall be decided by the consignee as per the requirement of the stores and usage pattern and with intimation to CPA.

- 1.7. The Bidder must submit an in house lab analysis report where applicable for every batch of item along with invoice. In case of failure on part of the supplier to furnish such report, the batch of items will be returned back to the suppliers and he is bound to replenish the same along with in house lab test report. The items 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

The order **stands cancelled if not executed within 20 days of the end of delivery period**, 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 Supply Orders placed during the tender period, penal action like blacklisting from participating in present and future tenders of CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), may be enforced by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS).

- 1.9. It shall be the responsibility of the Bidder for any shortages/damage at the time of receipt in Warehouse/hospitals/consignee. CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) is not responsible for the stock of item received, for which no order is placed.
- 1.10. If at any time the Bidder has, in the opinion of the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), delayed the supply of items 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 items may be extended by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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 below:

Delhi Govt Supply-Not for SALE

- 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 units and with the logogram of proportionate size either printed or embossed.
- 2.2. All items have to be supplied in standard packing as given in the tender document, 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 Supply 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. Primary packing containing the item(s) tendered for should also carry the printed logogram of proportionate size unless practically/legally not possible, in which case a permission shall be taken from CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS).
- 2.4. Failure to supply Items etc., with the printed logogram of proportionate size will be treated as breach of the terms of agreement / violation of tender conditions and a fine will be deducted from the amount payable to the bidder. However if such failure continues despite notice, 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 No Corrugate package should weigh more than 15 Kgs (i.e., product +inner carton +corrugated box)
- 3.2 All Corrugated boxes should be of "A' grade paper i.e. Virgin.
- 3.3 All items should be packed only in first hand boxes only
- 3.4 The corrugated box should be of narrow flute.
- 3.5 Every box should be preferably single joint and not more than two joints.
- 3.6 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.

- 3.7 The flaps should uniformly meet but should not overlap each other. The flap when turned by 45-60° should not crack.
- 3.8 Every box should be sealed with gum tape running along the top and lower opening.
- 3.9 Every box should be strapped with two parallel nylon carry straps (they should intersect).
- 3.10 Every corrugated box should carry a large outer label clearly indicating that the product is for "Delhi Govt Supply, Not for sale".
- 3.11 The product label on the carton should be large at least 15 cms x 10 cms 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.
- 3.12 No box should contain mixed products or mixed batches of the same product.

4. QUALITY TESTING

- 4.1. Routine samples for testing from each batch of delivered supply may be selected by the consignee or his authorised representative at point of supply /distribution or storage point and sent to CPA to enable its quality analysis in CPA empanelled labs. However, Vaccines, inhalational agents, blood products are tested post delivery to stores only if complaint is lodged by any user.
- 4.2. Sampling can be performed routinely or upon receiving complaints from end users any time during the shelf life period. *On receipt of **NSQ** report from empanelled lab the CPA will*
 - a. Send information to Drug Controller for analysis in Govt. Laboratory for validity of the test report as per the Provisions of the Drug and Cosmetic Act 1940.
 - b. Stop further payment to the supplier for that batch.
 - c. Convey the report to the relevant batch supplier and end users for further action as per Section IV, Clause 13 of tender.
- 4.3. In the event of the samples of item supplied fails in quality tests or found to be not as per specifications, the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), is at liberty to make alternative purchase for which the Supply 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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 products should conform to the standards of IP/BP/USP/EP/JP/ISI/CE/FDA 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.

- 4.5 The case of admixture of items / 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".
- 4.6 The cost of lab testing done by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) shall be payable by the supplier as per actual which shall ordinarily not exceed 1% of the total supply value of that supplier for that tender. The supplier shall have to deposit 1% of the contract value or Rs500000/- whichever is lower in form of Demand Draft favouring Director General Health Services payable at Delhi, as testing charges at the time of submission of PSD. Vaccines, ***inhalational agents and blood products are ordinarily excluded from this lab analysis and thus excluded from calculation for advance deposit of 1%.***
- 4.7 Where there is a visible and obvious defect in a product at the time of delivery or at any other time during product life, it may not be accepted or be considered for quality analysis even if partially or fully consumed. No further payment will be made to the supplier for the entire consignment till receipt of quality analysis from empanelled labs.
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Section IV. General and Special Conditions

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1. PENALTY IN THE EVENT OF WITHDRAWAL FROM THE TENDER, AND NON-ADHERENCE TO THE QUALITY STANDARDS AND SUPPLY SCHEDULE

1.1. PENALTY OF PRODUCT/BIDDER WITHDRAWAL

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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) shall forfeit Performance Security Deposit for that item(s) or EMD (in case PSD has not yet not been deposited), in addition to recovery of excess payment made by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS)/its institutions on account of risk purchases of that item(s).

1.2 BLACKLISTING FOR QUALITY FAILURE

1.2.1. Quality Test by the Empanelled Laboratories of CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS)

- (a) Each batch of item supplied by the supplier **to the end user (Hospitals/stores)** may be subjected to quality test by the Empanelled laboratories.
- (b) Such samples will be coded and sent to the empanelled testing laboratories for quality testing.
- (c) **Deleted**
- (d) Such quality passed batches if received after declaration of result of the earlier supply may be again subjected to testing and the latest report of that particular batch may prevail upon the earlier results.
- (e) If the sample fails in quality test and report is received certifying that sample is "NOT OF STANDARD QUALITY", the Drug controller will be asked to lift a sample for analysis in a Govt. Laboratory. The reference batch shall continue to be treated as Not of Standard Quality until it is declared of standard quality by the report from drug controller. The report from drug controller shall prevail upon empanelled ones. But CPA shall initiate action as per the terms of this tender on receipt of any of "Not of Standard Quality Report"
- (i) ***Supplier shall take back the items declared "Not of Standard Quality" and the cost of entire batch shall be recovered whether consumed fully/partially,*** besides taking other actions as per the ***Sec IV (Clause 13) of Tender conditions*** by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS).

- (ii) If such **legal** Sample fails in quality test for ASSAY content of less than 50%, **such product of the bidder will be blacklisted for three years.**
- (iii) CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) reserves the right to reject the items based on reports from empanelled laboratories with the applicable penal provisions.
- (f) If **three batches of a particular item** supplied by the supplier or **three items of a particular firm** are reported to be "Not of standard quality" **by the drug controller** these particular items of the firm shall be **blacklisted for three years**, besides forfeiture of Security Deposit of these particular products.
- (g) In all the cases the reports received from the Drug controller and decision of CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) will be conclusive and final and binding on the suppliers.
- (h) (Deleted).
- (i) DELETED.

1.2.2. Quality Test by Statutory Authorities:

- (a) On complaint from Drug Inspector(s) during their Test of field sample, that the particular item 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 3 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 (50% and above but below prescribed limit) and/or other parameters.** then the particular item of the firm shall be blacklisted for a period of **3 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 manufacturing

company/firm shall be blacklisted for a period of **3 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, the manufacturing company/firm shall be blacklisted for a period of **3 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 manufacturing firm is liable to be blacklisted for a period of 3 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 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 General 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

1.3 Supply 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.

1.4 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, DIRECTORATE GENERAL

HEALTH SERVICES (DGHS) 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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. The arbitration request must be submitted to the TIA within one year of end of contract period.

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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS).

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*].

(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 (*a "party" refers to a participant in the procurement process or contract execution*).

(v)(a) "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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) BY THE BIDDER

- (i) No bidder shall try to influence CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) 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.

- (iv) Notwithstanding 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.

8. PERFORMANCE 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, FDR 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 3 years from the date of communication of the acceptance letter from the Tender inviting Authority. The format of Bank Guarantee is at **Annexure-G**. Failure to deposit the performance security will attract Clause No. 1.1 (a).

9. Delivery of Goods:

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 a copy of the challan, in-house test report where applicable and a copy of supply order.

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 items etc., will be made to the Bidder.

The payments for goods supplied as per the Supply Order issued by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) will be made centrally by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) itself. 100% of the payment for supplied quantity as per Supply Order will be released by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) within 45 days of supply, on receipt of the Consignee receipt certificate, sale invoice and Test report (in house), where applicable from the bidder. The Bidder shall furnish the relevant details in original at the time of signing the agreement (Annexure-A) 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.

- 10.2. All bills/Invoices should be raised in triplicate; along with the name of consignees and the bills should be drawn in the name of Director General Health Services (DGHS), Delhi - 110092. **The bills should be raised separately for the following categories:**

- a. Category I : Bills for the items to be supplied within 45 days.
- b. Category II: Bills for the items to be supplied within 60 days.
- c. Category III: Bills pertaining to Autonomous Institutions under GNCTD both categories 45 days & 60 days.

Any intermingling among the above category bills will not be processed.

10.3 Payments for supply will be considered only after supply of **70%** of quantity has been done. The payment for part supply will be subject to the deduction of liquidated damages, penalty towards unexecuted quantity, risk and cost etc., as per the tender conditions.

10.4. 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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.

10.5. (a) In case of any increase or decrease in the taxes, 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS). 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), from the concerned authorities and also must claim the same in the invoice separately. However the basic price structure and the price of the Items 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 items 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 any duty exemption on any criteria of turnover etc., such bidder will not be allowed to claim duty at a later point of time, during the tenure of contract, when the duty is chargeable on goods manufactured.

11. OTHER CONDITIONS

11.1.

- (i) The details of the required items etc., are shown in **Annexure-L. *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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), at its discretion, depending on the actual need. Though the tentative quantity is indicated in the agreement, the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), will confirm the actual requirement then and there through Supply Order(s). The bidders shall supply the items only on the basis of the Supply Order issued by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS). Any supply without a valid Supply Order will not be accepted by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) for payment and the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) shall not be responsible for any loss on this account.
- (ii) However, once the Supply Order/orders is/are issued by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), 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. The Bidder should quote the rates with brand name of the product where ever possible. The composition and strength of each product should be as per specifications given in **Annexure-L**. Any variation will result in rejection of the tender/item.

11.3. Rates should be quoted for each of the required items, separately on door delivery basis according to the unit ordered as in the format in **Annexure-R, inclusive** of Goods and Services Tax (GST) and all other charges and taxes.

XV. Tender for the supply of items, 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 Supply 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 and include extensions if given, 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) 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 items, rates should be quoted only for the specifications stated in the tender.
- 11.8. 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.
- 11.9. 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.
12. **LIQUIDATED DAMAGES AND OTHER PENALTIES:**
 - 12.1. **This shall be 0.5% of the value of goods per day, supplied after the end of delivery period of 45 days (60 days for imported items) with maximum of 10%. CPA/Consignees are at liberty to procure from alternate sources at the end of the normal delivery period (45 or 60 days).**

12.2 In case of alternate purchase effected due to late execution/non-execution (partial or complete), the differential cost/risk purchase amount incurred will be recovered from the CPA rate contract holding supplier.

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, packs & bottles and with prescribed packing specification. If there are any deviation in these Tender conditions, damages may 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".

12.5. In case of partial supply or non-supply, 20% of value of non-supply orders shall be payable by supplier over and above the risk purchases made, this is to ensure 100% availability of medicine.

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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), Such stock shall be taken back at the expense of the Bidder. The CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), has the right to destroy such "NOT OF STANDARD QUALITY ITEMS" after the reports from empanelled laboratory if the Bidder does not take back the goods within the stipulated time. The CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), will arrange to destroy the "NOT OF STANDARD QUALITY ITEMS" 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 items rejected till such time stipulated at the discretion of CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS).

13.2. If any item 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 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/Misbranded items to CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), the firm/company shall be blacklisted by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) for supply of medicines for a period of 3 years from the date of blacklisting. In case of supply of NOT OF STANDARD QUALITY item(s) to CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), the product shall be blacklisted by CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) and no further supplies shall be accepted for the particular item(s). The Bidder shall also not be eligible to participate in tenders of CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS), for supply of such items for a period of 3 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 items, if required by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS). The CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) reserves the right to cancel the Supply Orders, if the source of supply is not furnished.
- 13.5. The decision of the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) or any officer authorized by him, as to the quality of the supplied items, medicines etc., shall be final and binding.
- 13.6. The CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) 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, DIRECTORATE GENERAL HEALTH SERVICES

(DGHS) and the Bidder shall be liable to pay for all losses sustained by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) 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 will disqualify a firm from participating in the tender for the next 2 years besides forfeiture of Security deposit.
- 13.9. In the event of making Alternative Purchase, penalty will be imposed on the supplier. The excess expenditure over and above contracted prices incurred by the CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) 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, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) shall be final and binding.

Section V. Annexure

Annexure-U	Undertaking (Notarised)
Annexure-C	Consignee list
Annexure P	Packing advisory
Annexure-A	Agreement format
Annexure-D	Distributor Authorisation Certificate and Affidavit
Annexure-G	Format (EMD, PSD)
Annexure-T	Format for submitting turnover certificates.
Annexure-Q	List of Items Quoted
Annexure-R	Price Bid Format
Annexure-L	List of Items with specifications, tendered quantity etc

CPA

Annexure-U

NOTARISED UNDERTAKING

(On 100 Rs. Stamp paper)

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 GENERAL HEALTH SERVICES (DGHS), Dispensary Building, School block-S1, , Shakarpur,
Delhi-110092 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/items or on any other grounds under Drugs & Cosmetics Act or rules framed there
under nor any drug/item offered under this tender enquiry has been declared to be Not of standard
quality/spurious/adulterated and license issued to the bidder suspended for any period of time during last
three years.

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. I have submitted the bid for item(s) required in the
tender in the given strength & specification and not as an alternative to the asked strength &
specification. I understand that after award of rate contract, it shall be my responsibility to supply the item
as per tender specifications

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 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 and for a
tendered quantity lower than that stated in this tender.

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 (in case bidder is a manufacturer).

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 DIRECTORATE GENERAL HEALTH SERVICES (DGHS)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:

1. Nature of firm (Public Ltd, Pvt Ltd, Proprietary, Partnership etc):
2. Authority with which it is registered :
3. Registered Address:
4. Address of correspondence:
5. Phone: Landline: Mobile
6. Fax:
7. 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.

ANNEXURE-P

PACKING INSTRUCTIONS: These are advisory in nature and to enable safe delivery of goods to our stores

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 i.e., Virgin.
3. All items should be packed only in first hand boxes only.
4. The corrugated boxes should be of narrow flute.
5. Every box should be preferably single joint and not more than two joints.
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.

7. The flaps should uniformly meet but should not overlap each other. The flap when turned by 45 - 60° should not crack.
8. Every box should be sealed with gum tape running along the top and lower opening.
9. Every box should be strapped with two parallel nylon carry straps (they should intersect).
10. Every corrugated box should carry a large outer label clearly indicating that the product is for **"Delhi Govt. Supply - Not for SALE"**. Name of the drug should be written in English. Branded name should not be printed unless it is an imported item.
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.
12. No box should contain mixed products or mixed batches of the same product.
13. Statutory packing instruction shall have to be followed where ever applicable.

ANNEXURE-C**List of Consignees:**

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 & Homeopathy, 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 in Delhi as decided by TIA.	

This may change depending upon coming up of new facilities.

ANNEXURE-A (On Rs100.stamp paper)**AGREEMENT**

This Agreement is made and entered in this day _____ (date) between the bidder/supplier of CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS) tender, M/s. _____ through its authorized representative Sh. _____ (Designation etc.) duly authorized by the company vide its authority letter dated _____, submitted with the bid, 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 Director General Health Services (DGHS), 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 items etc to the hospitals/ institutions/ dispensaries/clinics 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 item(s) manufactured/marketed by it to the order of "Second party" with quantities, as per approved rate accepted by "Second party" and communicated to "First party", during the validity period stated in the respective tenders in which "First Party" gets acceptance of its quoted rates by the "Second Party".
2. The "First Party" shall abide by all the terms and conditions given in the respective tender document(s) where the "Second Party" has accepted the bid of the "First Party". 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.
3. 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.
4. 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.

5. The tender document including clarifications and corrigendum issued subsequently along with annexure submitted by the Second Party shall be deemed to form and be read and construed as part of this agreement.

First Party

WITNESSES

1)

M/s. _____

Authorized Signatory
(Rubber Seal)

2)

Signed and delivered by the
Above named "First Party"

WITNESSES

1)

2)

Second Party

**DIRECTOR GENERAL, CPA, DIRECTORATE
GENERAL HEALTH SERVICES (DGHS)**

Annexure- D

DISTRIBUTOR AUTHORISATION CERTIFICATE

(On Manufacturer's letter Head)

I ----- s/o ----- Resident of -----, do solemnly affirm, that I am authorized to give this certificate on behalf of (Name of Manufacturer/Importer) ---
----- situated at ----- for the tender of CPA, DIRECTORATE
GENERAL HEALTH SERVICES (DGHS), in respect of appointment of '**Authorized Distributor**'.

It is certified that M/s. ----- situated at (Full Address) -----
----- is our
Authorized Distributor for the supply of the goods and receive payments on behalf of M/s
----- (Name of Manufacturer/ Importer/ Firm). We do hereby ensure quality of
our products supplied to you through this distributor. A duly notarized Affidavit to this effect is
enclosed along with this certificate. All the action of the '**Authorized Distributor**' in r/o tender of
CPA, DHS are legally binding upon us. A copy o the contract between the manufacturer and the
distributor is enclosed with this authorisation letter.

Date:-

Signature of distributor attested

Signature:

With Firm Stamp

NOT TO BE SUBMITTED WITH TENDER

(Rs. 100/-Non Judicial Stamp Paper)

AFFIDAVIT

I _____ (Name) s/o d/o w/o _____
 (Director/ Proprietor/ Partner/ Owner) of M/s. _____ situated at (Full Address) _____ have been appointed as
'Authorized Distributor' of M/s. _____ (Name of the Manufacturer) to supply medicines and receive payment on behalf of this manufacturer in r/o tender of CPA, DHS.

I understand that in case of over payment etc. I shall be complying with any govt. order issued in that regard.

It is certified 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 and our firm/ company/ corporation is not currently deregistered or black listed by any govt./ autonomous institution, hospital or body in India.

My Contact details are:

1. Landline No.:
2. Mobile No:
3. E-mail Address:
4. GST details:

(DEPONENT)

(Seal of Agency)

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

Place:-

Date:-

(DEPONENT)

(Seal of Agency)

(Notarized)

Annexure-G**FORMAT OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

To

Director General-CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS)

Dispy Bldg, School Block-S1

Shakarpur, New Patparganj Rd,

DELHI 110092.

Whereas M/s..... (*hereinafter called "the Bidder"*) has submitted its bid in tender no.....for supply of various items.

KNOW ALL PEOPLE by these presents that WE(*name of bank*) , having our registered office at(*address of bank*) (*hereinafter called "the Bank"*), are bound unto **Director General-CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS)**, (*hereinafter called "the Purchaser"*) in the sum of Rs.....(*Rupees.....*) only, for which payment will 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 _____ 2018.

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.

This guarantee will remain in force up to(*date*), and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

1 *Name of Bidder*

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

To

Director General-CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS)

Dispy Bldg, School Block-S1

Shakarpur, New Patparganj Rd,

DELHI 110092.

WHEREAS (Name of the Supplier), herein called “the Supplier” has undertaken, in pursuance of Tender No.-----, to supply various items to the purchaser.

AND WHEREAS it has been stipulated in the tender document that the Supplier shall furnish you with a Bank Guarantee by a commercial bank for the sum specified therein as security for compliance with the Supplier’s performance obligations in accordance with the terms of the tender.

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 Rs.....(Rupees.....) only (amount of the Guarantee in figure & words) 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 Rs.....(Rupees.....) only (amount of the Guarantee in figure & words) as aforesaid, without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

This guarantee will remain in force up to(date), and any demand in respect thereof should reach the Bank not later than the above date.

Signature and Seal of Guarantors

.....

Date 2018.

Address

.....

Bank Details of CPA, DIRECTORATE GENERAL HEALTH SERVICES (DGHS)

ANNEXURE - T**Format for Turnover Certificate****Letter Head** :**Description of Turnover** :

S.No.	Description of Turnover	2015-16	2016-17
a.	Total Turnover		
b.	Less: Sales to Govt. Department		
c.	Less: Sales to 3 rd party (contract manufacturer)		
d.	Net Eligible Turnover from Open Market and Exports (in Rs)		
e.	Net Eligible Turnover from Open Market and Exports (in %)		

Signature:

Name:

Designation:

Seal:

Attested By:

CA :

Seal:

Membership No. :

ANNEXURE – Q**List of Items for which bid is being submitted**

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

To Be Filled By Bidders							
Sl. No.	Item name and Description	Item Code	Unit	License No. at page no.	Manufacturing and Marketing Certificate at page no.	Non Conviction Certificate etc. at page no.	EMD (in Rs.)
1	2	3	5	6	7	8	9
1.							
2.							
3.							

Total EMD

ANNEXURE: R**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	Total Rate per unit (Rs) including all taxes & charges	HSN code of GST
1	Tab. Enteric coated 5-Amino Salicylic Acid 400mg	2924001M	10.00	
2	Tab. Acetazolamide 250mg	3386005M	10.00	

NOTE :-

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

1. Rate should be quoted according to unit and specifications asked for.
2. 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 L**Special Conditions:**

- a) List of Items with specifications, approx. tendered quantity for which bids are invited are given below. The quantity to be procured may vary to any extent depending on the actual demand from our facilities.
- b) Where ever the specification states IP, BP or USP, it should be read as either of the three.
- c) Vials and ampoules shall be considered equivalent for derivation of lowest bidder.
- d) 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.
- e) 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.
- 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 or amended subsequently
- g) For Surfactant Solution for intratracheal instillation, the L1 shall be derived on the basis of lowest price quoted per mg of phospholipids.
- h) Please submit your bids as per the drug/item code and not as per serial no.
- i) Wherever a range of strength specification is given, L1 shall be calculated per mg of drug or per ml of solution.
- j) Strip/packing of 2/3/4/6/10/14/15/20/28/50 shall be considered alternate unit sizes; however rate shall be quoted as per unit given in the tender document or amended subsequently.

SNo	Code	Drug Name with specification and unit	Strength Specification	Dosage Form	Packing	Category	Annual average Demand in units	EMD in Rs,	Groups
1	M 1635045	Actinomycin - D 500 mcg. Inj Vial	500 mcg.	Inj	Vial	Anti Cancer	590	7400	C
2	M 1736002	Activated Charcoal 125 mg Tab Blister Pack of 10 tablets	125 mg	Tab	Blister Pack of 10 tablets	General	620	300	A1
3	M 3321019	Acyclovir Eye Oint 0.03 Oint 30 gm tube	0.03	Oint	30 gm tube	EYE	13051	6000	E
4	M 4000016	Adalimumab 20mg Inj 04.ml vial	20mg	Inj	04.ml vial	Blood Product/Vaccines/Sera	20	2800	C
5	M 4000018	Adrenaline preservative free 0.01 Inj	0.01	Inj	1ml	General	8153	2300	A1

6	M 4000025	1ml Amphotericin B- Lipsomal 50mg/ vial Inj 1 vial	50mg/ vial	Inj	1 vial	Anti Microbials	4730	8600	B
7	M 4000028	Anti Gas Gangrene serum Inj 10000 IU		Inj	10000 IU	Blood Product/V accines/S era	40	7900	C
8	M 4000032	Artificial Saliva 450ml			450ml	General	355	11500	A1
9	M 4000037	Atropine 1% 0.01 Eye Drops 10ml vial	1%	Eye Drops	10ml vial	EYE	395	400	E
10	M 4000043	Azithromycin 0.01 Eye Drops 5ml pack	1%	Eye Drops	5ml pack	Anti Microbials	750	900	B
11	M 4000046	Balanced solution of aminoacids without sorbitol and sulfite Tab 5% Infusion		Tab	5% Infusion	General	400	1700	A1
12	M 4000696	Barium Sulphate suspension Inj 95% w/v		Inj	95% w/v	Contrast Media	60	1600	C
13	M 4000048	Benzocaine gel 0.2 Gel 10gm	20%	Gel	10gm	Aneasthes ia	400	2200	E
14	M 4000058	Betamethaso ne 1mg Tab 10 tabs	1mg	Tab	10 tabs	General	530	100	A1
15	M 4000059	Bethanechol 25mg Tab strip of 10	25mg	Tab	strip of 10	General		As per EMD Clause	A1
16	M 4000060	Bevacizumab 100mg/4ml Inj 4 ml	100mg/4ml	Inj	4 ml	Anti Cancer		As per EMD Clause	C
17	M 4000064	Bimatoprost + Timolol 0.3mg/ml +5mg/ml, Eye Drops 5ml vial	0.3mg/ml +5mg/ml,	Eye Drops	5ml vial	EYE	470	1500	E
18	M 4000066	Bisacodyl 5mg Suppository pack of 10	5mg	Supposito ry	pack of 10	General	1030	5200	A1
19	M 2853010	Boric Acid Powder 500 gm Pack		Powder	500 gm Pack	General Chemical	39	200	A
20	M 4000069	Bosentan 62.5mg Tab 10 tabs	62.5mg	Tab	10 tabs	Cardio	100	800	D
21	M 4000070	Bosentan 125mg Tab 10 tabs	125mg	Tab	10 tabs	Cardio		As per EMD Clause	D
22	M 4000071	Botulinum Toxin A Serotype A Complex Molecular WT 500kda- 900kda Neurotoxin protein > 5ng PH-7 Approved US FDA 50 units Per vial	50 units Per vial	Inj	Vial	Blood Product/V accines/S era	898	155900	C

		Inj Vial							
23	M 4000697	Buprenorphine 5mg Transdermal patch 1	5mg	Transdermal patch	1	Aneasthesia	700	10200	E
24	M 4000698	Buprenorphine 10mg Transdermal patch 1	10mg	Transdermal patch	1	Aneasthesia	1450	38100	E
25	M 4000082	Caffeine citrate 20mg/ml Syp 3ml	20mg/ml	Syp	3ml	General	2595	20100	A1
26	M 4000083	Caffeine Citrate 20mg/ml Inj 3ml vial	20mg/ml	Inj	3ml vial	General	4925	21900	A1
27	M 4000087	Calcium Dobesilate 250mg Tab 10 tabs	250mg	Tab	10 tabs	General	1050	4000	A1
28	M 4000089	Calcium phosphate Suspension with Vitamin D3 As per IP Syp 200 - 300 ml	As per IP	Syp	200 - 300 ml	General	94460	41300	A1
29	M 4000092	Carboxymethyl cellulose Mouthwash 200ml Bottle		Mouthwash	200ml Bottle	EYE	390	1500	E
30	M 4000096	Cefapenil 500mg Inj 1 vial	500mg	Inj	1 vial	Anti Microbials	10	100	B
31	M 4000099	Cefdinir 125mg/5ml Syp 30 ml Bottle	125mg/5ml	Syp	30 ml Bottle	Anti Microbials	1000	2000	B
32	M 4000098	Cefdinir 300mg Tab Strip of 10	300mg	Tab	Strip of 10	Anti Microbials	100	700	B
33	M 4000116	Cetuximab 100mg Inj vial	100mg	Inj	vial	Anti Cancer		As per EMD Clause	C
34	M 4000117	Cetuximab 500gm Inj vial	500gm	Inj	vial	Anti Cancer	15	30400	C
35	M 4000118	Chloramphenicol 250mg vial Inj vial	250mg vial	Inj	vial	Anti Microbials		As per EMD Clause	B
36	M 4000119	Chloramphenicol 500mg vial Inj vial	500mg vial	Inj	vial	Anti Microbials	600	800	B
37	M 1328002	Chloroquine Phosphate 64.5mg /ml Inj 5ml amp.	64.5mg /ml	Inj	5ml amp.	General	1090	500	A1
38	M 4000700	Chlorthalidone 12.5mg Tab Strip of 10	12.5mg	Tab	Strip of 10	Cardio	2020	600	D
39	M 4000127	Cholecalciferol I.P (Vit D3) in an oily base 3 lakh units /ml Inj 1ml	3 lakh units /ml	Inj	1ml	General	100	400	A1
40	M 4000147	Clobazam 5mg Tab Strip of 10	5mg	Tab	Strip of 10	Psychiatric	870050	22900	E
41	M 4000150	Clopidogrel 75mg Tab Strip of 10	75mg	Tab	Strip of 10	Cardio	734010	116800	D
42	M 4000151	Clopidogrel	150mg	Tab	Strip of 10	Cardio	320	600	D

		150mg Tab Strip of 10							
43	M 2853004	Clotrimazole 0.01 Ear Drops 10 ml vial	1%	Ear Drops	10 ml vial	Anti Microbials	248543	41200	B
44	M 4000154	Clotrimazole Lozenges 10 mg Tab Strip of 10	10 mg	Tab	Strip of 10	Anti Microbials	250	200	B
45	M 4000155	Coal tar 6% plus slaicylic acid 3% 6%+3% Lotion 30ml	6%+3%	Lotion	30ml	General	725	2900	A1
46	M 4000703	Coal tar 6% plus slaicylic acid 3% 6%+3% Oint 15gm	6%+3%	Oint	15gm	General	1115	300	A1
47	M 4000159	Colistin Sulphate 250000 IU in dry syp Syp 60 ml Bottle	250000 IU in dry syp	Syp	60 ml Bottle	Anti Microbials	440	4100	B
48	M 4000165	Cyclopentolat e 0.01 Eye Drops 5ml	1%	Eye Drops	5ml	EYE	100	100	E
49	M 1635015	Cyclophosph amide 500mg/vial Inj Per vial of 500 mg	500mg/via l	Inj	Per vial of 500 mg	Anti Microbials	7552	11300	B
50	M 4000166	Cyclosporine emulsion 0.0005 Eye Drops 5ml	0.05%	Eye Drops	5ml	EYE	510	1300	E
51	M 1635023	Cytosine Arabinoside (Cytarabine) 1000 mg/vial Inj Per vial of 1000 mg	1000 mg/vial	Inj	Per vial of 1000 mg	Anti Cancer	91	3800	C
52	M 4000170	Daclatasvir 30mg Tab 28	30mg	Tab	28	Anti Microbials	40	4000	B
53	M 4000171	Daclatasvir 60mg Tab 28	60mg	Tab	28	Anti Microbials	5	200	B
54	M 4000172	Dactinomycin 0.5 mg/ml Inj 1ml vial	0.5 mg/ml	Inj	1ml vial	Anti Cancer	1230	3700	C
55	M 4000178	Dasatinib 50 mg Tab Strip of 10	50 mg	Tab	Strip of 10	Anti Cancer	72	26300	C
56	M 1635040	Daunomycin 20 mg. /vial Inj Per vial of 20 mg	20 mg. /vial	Inj	Per vial of 20 mg	Anti Cancer	3110	27700	C
57	M 4000179	Deferasirox 100-250mg Tab 30	100- 250mg	Tab	30	Blood Product/V accines/S era	8000	68300	C
58	M 4000704	Deferasirox 400 - 500 mg Tab 30	400 - 500 mg	Tab	30	Blood Product/V accines/S era	10300	153100	C
59	M 4000183	Deflazacort 18mg Tab Strip of 10	18mg	Tab	Strip of 10	General	540	2000	A1
60	M 4000802	Deflazacort 6mg/5ml Syp 60 ml Bottle	6mg/5ml	Syp	60 ml Bottle	General	900	400	A1
61	M 4000705	denosumab	120mg	Inj	vial	Anti	60	34600	C

		120mg Inj vial				Cancer			
62	M 4000706	Desflurane Inj 240ml bottle		Inj	240ml bottle	Aneasthesia	300	56000	E
63	M 4000185	Desmopressin 10mcg/ml Nasal Spray 5ml	10mcg/ml	Nasal Spray	5ml	Cardio	300	3600	D
64	M 4000186	Desmopressin 4mcg/ml Inj 10 ml	4mcg/ml	Inj	10 ml	Cardio	50	700	D
65	M 4000188	Desonide 0.0005 Lotion 10ml	0.05%	Lotion	10ml	General	8500	34000	A1
66	M 4000707	Desonide 0.0005 Cream 10gm	0.05%	Cream	10gm	General	10375	39700	A1
67	M 4000708	Dexmedetomidine 100ug/ml Inj 0.5ml amp	100ug/ml	Inj	0.5ml amp	Aneasthesia	700	7000	E
68	M 4000709	Dexmedetomidine 100ug/ml Inj 1ml amp	100ug/ml	Inj	1ml amp	Aneasthesia	320	4000	E
69	M 3780039	Dextrose 0.25 Inj 500ml IV fluid Pack	25%	Inj	500ml IV fluid Pack	IV Fluids	134050	38200	C
70	M 1111035	Diclofenac Sodium 12.5 mg Suppository Strip of 10	12.5 mg	Suppository	Strip of 10	General	360	200	A1
71	M 1111036	Diclofenac Sodium 25 mg Suppository Strip of 10	25 mg	Suppository	Strip of 10	General	420	500	A1
72	M 2041002	Digoxin 250mcg ./ml. Inj 2ml amp.	250mcg ./ml.	Inj	2ml amp.	Cardio	3725	1300	D
73	M 4000198	Digoxin Elixer 0.25mg/5ml Syp 30 ml	0.25mg/5 ml	Syp	30 ml	Cardio		As per EMD Clause	D
74	M 3780019	Distilled water Inj 0		Inj	0	general	2250	1600	A1
75	M 3780020	Distilled water Inj 0		Inj	0	General	26500	18500	A1
76	M 2052001	Dobutamine 50mg/ml. Inj 5ml vial	50mg/ml.	Inj	5ml vial	Cardio	34468	15300	D
77	M 4000204	Doripenem 500mg Inj vial	500mg	Inj	vial	Anti Microbials		As per EMD Clause	B
78	M 4000212	Eltrombopag 12.5mg Tab Strip of 10	12.5mg	Tab	Strip of 10	Anti Cancer		As per EMD Clause	C
79	M 9100036	Eltrombopag Olamine Tab. 50 mg Strip of 7 50mg Tab Strip of 7	50mg	Tab	Strip of 7	Anti Cancer		As per EMD Clause	C
80	M 9100037	Eltrombopag Olamine Tab.25 mg Strip of 7 25mg tab Strip of 7	25mg	tab	Strip of 7	Anti Cancer		As per EMD Clause	C
81	M 3881025	Enteral nutrition Powder Protein 12-15%, Fat 30-		Powder	Protein 12-15%, Fat 30-40%, Carbo	General	90100	175100	A1

		40%, Carbohydrate 60%, with recommended daily intake of all minerals and vitamins in >1500 kcal/d; 270-1100m Osm/ Kg (H2O)			hydrate 60%, with recommended daily intake of all minerals and vitamins in >1500 kcal/d; 270-1100m Osm/ Kg (H2O)				
82	M 4000218	Ertapenem 1gm Inj vial	1gm	Inj	vial	Anti Microbials		As per EMD Clause	B
83	M 4000222	Etanercept 50mg Inj PFP/vial	50mg	Inj	PFP/vial	Blood Product/Vaccines/Sera		As per EMD Clause	C
84	M 3471008	Ethacridine Lactate 1mg./ ml. Inj 50ml vial	1mg./ ml.	Inj	50ml vial	Obs Gynae	124	400	D
85	M 2445009	Eusol (Chlorinated lime+ Boric acid) 500ml Bottle Soln 1.25%+1.25%	500ml Bottle	Soln	1.25%+1.25%	General	4479	3100	A1
86	M 4000228	Everolimus 5mg Tab Strip of 10	5mg	Tab	Strip of 10	Anti Cancer	110	15600	C
87	M 2055001	Fenofibrate Strip of 10 Cap 200 mg.	Strip of 10	Cap	200 mg.	Cardio	19340	8300	D
88	M 1320009	Fluconazole 35 ml Bottle Susp 50 mg. / 5 ml	35 ml Bottle	Susp	50 mg. / 5 ml	Anti Microbials	4110	1400	B
89	M 3386009	Fluorescein Sodium 0.1 Inj 2.5ml amp.	10%	Inj	2.5ml amp.	Contrast Media	680	1400	C
90	M 9100053	Folic Acid 400mg Tab.Strip of 10 Tabs 400mg tab Strip of 10	400mg	tab	Strip of 10	General	50000	6300	A1
91	M 2445011	Formaldehyde 37-41% Soln. 5 Ltr. Bottle	37-41%	Soln.	5 Ltr. Bottle	General Chemical	602	700	A
92	M 4000730	Fulvestrant 250mg Inj vial	250mg	Inj	vial	Anti Cancer		As per EMD Clause	C
93	M 1635052	Gemcitabine 1gm Inj Vial	1gm	Inj	Vial	Anti Cancer	5030	880300	C
94	M 2283004	Gentian Violet 10ml pck Paint 0	10ml pck	Paint	0	General Chemical	3715	1400	A
95	M 4000260	Gliclazide 60 mg Tab Strip of 10	60 mg	Tab	Strip of 10	Anti Diabetic		As per EMD Clause	D
96	M 9100062	Glucose sachet (75gms) oral swallowable Sachet of 75gms	75gms	Sachet	75gm sachet	General	400000	150000	A1

		Sachet 75gm sachet							
97	M 1074011	Glycopyrrolate 0.2mg/ml Inj 1 ml amp.	0.2mg/ml	Inj	1 ml amp.	Aneasthesia	145935	14500	E
98	M 1074012	Glycopyrrolate 0.2mg/ml Inj 10 ml vial	0.2mg/ml	Inj	10 ml vial	Aneasthesia	4565	5800	E
99	M 1635056	Granisetron 2mg Tab Strip of 10	2mg	Tab	Strip of 10	General	500	1300	A1
100	M 1054003	Halothane With thymol (0.01%) and blood gas coefficient of 2.4 (IP/ BP/ USP - current addition approved by DCGI) Inhal. 250ml Bottle	With thymol (0.01%) and blood gas coefficient of 2.4 (IP/ BP/ USP - current addition approved by DCGI)	Inhal.	250ml Bottle	Aneasthesia	254	8700	E
101	M 2749002	Heparin sodium 5000 IU/ml Inj 5ml vial	5000 IU/ml	Inj	5ml vial	Blood Product/Vaccines/Sera	41935	61100	C
102	M 4000276	HPMC 2% w/w 2% w/w Eye Drops 5ml vial	2% w/w	Eye Drops	5ml vial	EYE		As per EMD Clause	E
103	M 4000284	Hydrocortisone foam Enema 20.83 gm Enema 20.83.gm pack	20.83 gm	Enema	20.83.gm pack	General	590	6200	A1
104	M 4000153	Hydrogenperoxide 0.02 Mouthwash 100ml	2%	Mouthwash	100ml	General Chemical		As per EMD Clause	A
105	M 2853011	Ichthamol 0.0015 Soln. 10 ml bottle	0.15%	Soln.	10 ml bottle	General Chemical	3255	2100	A
106	M 1635060	Imatinib 100mg Tab Strip of 10	100mg	Tab	Strip of 10	Anti Cancer	7250	181300	C
107	M 4000748	Iodinated non-ionic contrast Dimer-Iodixanol 100ml Bottle Inj 320mg/ml, inj	100ml Bottle	Inj	320mg/ml, inj	Contrast Media	750	36400	C
108	M 4000747	Iodinated non-ionic contrast Dimer-Iodixanol- 50ml bottle Inj 320mg/ml, INJ	50ml bottle	Inj	320mg/ml, INJ	Contrast Media	10260	248600	C
109	M 4000755	Iron/ Ferric Carboxy Maltose 500mg/10ml Inj 10ml	500mg/10 ml	Inj	10ml	General		As per EMD Clause	A1
110	M 4000756	Isoprenaline 2mg/ml Inj 1ml amp	2mg/ml	Inj	1ml amp	Cardio		As per EMD Clause	D
111	M 4000815	Itolizumab 5mg/ml Inj 5ml	5mg/ml	Inj	5ml	Anti Cancer		As per EMD Clause	C
112	M 4000317	Ketorolac	0.50%	Eye Drops	10ml vial	EYE		As per	E

		0.5% 0.005 Eye Drops 10ml vial						EMD Clause	
113	M 1367005	Lamivudine (3TC.) 150 mg. Tab Strip of 10	150 mg.	Tab	Strip of 10	Anti Microbials	130	2000	B
114	M 4000329	Lapatinib 250 mg Tab Pack of 6	250 mg	Tab	Pack of 6	Anti Cancer		As per EMD Clause	C
115	M 4000332	Ledipasvir+ sofosbuvir(90 mg+400mg) 90mg +400mg Tab 28	90mg +400mg	Tab	28	Anti Microbials		As per EMD Clause	B
116	M 4000758	Levosulbutamol 0.5mg/ml Respules 2ml	0.5mg/ml	Respules	2ml	General		As per EMD Clause	A2
117	M 4000545	LevoSalbutamol/Salbutamol 100mcg+ Ipratropium 20mcg 100mcg + 20mcg Rotacap 30 pack	100mcg + 20mcg	Rotacap	30 pack	General		As per EMD Clause	A2
118	M 4000681	LevoSalbutamol/Salbutamol 2.5 mg+Ipratropium bromide 500 mcg 2.5 mg++500 mcg per 2.5 ml Respules standard pack size	2.5 mg++500 mcg per 2.5 ml	Respules	standard pack size	General		As per EMD Clause	A2
119	M 4000351	Levosulpiride 75mg Tab Strip of 10	75mg	Tab	Strip of 10	General		As per EMD Clause	A2
120	M 4000353	Lignocaine 10% 0.1 Spray 100ml	10%	Spray	100ml	General		As per EMD Clause	A2
121	M 1061004	Lignocaine Hydrochloride (without preservative) 0.02 Inj 50 ml vial	2%	Inj	50 ml vial	General	1164	1200	A2
122	M 3678019	Lorazepam 2mg. / ml. Inj 1ml. amp.	2mg. / ml.	Inj	1ml. amp.	Psychiatric	23715	7000	E
123	M 3471006	Magnesium sulphate 50% w/v Inj 2 ml amp.	50% w/v	Inj	2 ml amp.	Obs Gynae	153858	17500	D
124	M 1358002	Mebendazole 100 mg/5ml Powder for Susp. 30 ml Bottle	100 mg/5ml	Powder for Susp.	30 ml Bottle	Anti Microbials	28225	5800	B
125	M 1635009	Melphalan 2mg Tab Strip of 10	2mg	Tab	Strip of 10	Anti Cancer	225	11300	C
126	M 4000385	Mesalamine 400mg Tab Strip of 10	400mg	Tab	Strip of 10	General		As per EMD Clause	A2
127	M 4000386	Mesalamine delayed release 1.2g Tab Strip of 10	1.2g	Tab	Strip of 10	General		As per EMD Clause	A2

128	M 4000387	Mesalamine foam Enema Enema		Enema		General		As per EMD Clause	A2
129	M 4000397	Methotrexate 5mg Tab Strip of 10	5mg	Tab	Strip of 10	Anti Cancer		As per EMD Clause	C
130	M 3010009	Methylprednis olone Sod. Succinate 125 mg./ Vial Inj 2ml Vial (with diluent or separate diluent)	125 mg./ Vial	Inj	2ml Vial (with diluent or separate diluent)	General	22510	27400	A2
131	M 4000409	Midazolam, nasal spray 15mg 3ml	15mg		3ml	ENT	439	1400	E
132	M 3881029	Mixed TPN (Central) Amino acid + electrolyte + lipids + Dextrose, 1000-2000 mOsmo/l Infusion 2000 ml	Amino acid + electrolyte + lipids + Dextrose, 1000- 2000 mOsmo/l	Infusion	2000 ml	IV Fluids	5	200	C
133	M 1111040	Morphine Sulphate 30 mg Tab Strip of 10	30 mg	Tab	Strip of 10	General	350	700	A2
134	M 3984025	Multivitamin As per Schedule-V of Drugs and Cosmetics rules 1945, GOI Inj vial	As per Schedule- V of Drugs and Cosmetics rules 1945, GOI	Inj	vial	General	315485	53700	A2
135	M 4000431	N-Acetyl Cysteine 600mg Cap pack of 10	600mg	Cap	pack of 10	General		As per EMD Clause	A2
136	M 4000442	Netilmicin Sulphate 50mg/2ml Inj 2ml amp	50mg/2ml	Inj	2ml amp	Anti Microbials	650	500	B
137	M 4000445	Nicorandil 5mg Tab 10 tab pack	5mg	Tab	10 tab pack	Cardio		As per EMD Clause	D
138	M 4000771	Nimotuzumab 50mg/vial Inj 4 vial pack	50mg/vial	Inj	4 vial pack	Anti Cancer		As per EMD Clause	C
139	M 4000450	Nitroglycerine 5mg/100ml Inj 5ml vial	5mg/100m l	Inj	5ml vial	Cardio		As per EMD Clause	D
140	M 3073001	Octreotide 50 mcg/ml Inj 1ml .amp.	50 mcg/ml	Inj	1ml .amp.	Anti Cancer	5760	43200	C
141	M 3073002	Octreotide 100 mcg/ml Inj 1ml .amp.	100 mcg/ml	Inj	1ml .amp.	Anti Cancer	54660	75200	C
142	M 4000455	Octreotide LAR 30mg Inj 30mg Pack	30mg	Inj	30mg Pack	Anti Cancer		As per EMD Clause	C
143	M 4000463	Omalizumab 150mg/vial Inj vial	150mg/via l	Inj	vial	Blood Product/V accines/S era		As per EMD Clause	C
144	M 1635043	Paclitaxel 100 mg./vial Inj Per vial of 100 mg	100 mg./vial	Inj	Per vial of 100 mg	Anti Cancer	11200	770000	C
145	M 1111018	Paracetamol (I.V.) 1000	1000 mg/100 ml	Inj	100 ml. Infusion	General	450489	265300	A2

		mg/100 ml Inj 100 ml. Infusion bottle			bottle				
146	M 4000474	Pazopanib 200 mg Tab 30	200 mg	Tab	30	Anti Cancer	11	1600	C
147	M 4000476	Pegylated Interferon alpha2B 80mg, Inj vial	80mg,	Inj	vial	Anti Microbials	20	1400	B
148	M 4000777	Pegylated Interferon alpha2B 100mg Inj vial	100mg	Inj	vial	Anti Microbials		As per EMD Clause	B
149	M 4000778	Pegylated Interferon alpha2B 120mg Inj vial	120mg	Inj	vial	Anti Microbials		As per EMD Clause	B
150	M 9100107	Penicillamine 250mg Cap. strip of 10 250mg cap strip of 10	250mg	cap	strip of 10	Anti Microbials		As per EMD Clause	B
151	M 4000480	Pentoxifylline Injection 300mg Inj 1ml amp.	300mg	Inj	1ml amp.	General	700	700	A2
152	M 4000481	Perfluoro-n- octane Liquid Sterilised liquid 5ml		liquid	5ml	General Chemical	200	2500	A
153	M 4000482	Pethidine 50mg/ml Inj Vial	50mg/ml	Inj	Vial	General	4075	2500	A2
154	M 4000483	Phenazopyrid in 100mg Tab Strip of 10	100mg	Tab	Strip of 10	General	100	200	A2
155	M 4000484	Phenazopyrid in 200mg Tab Strip of 10	200mg	Tab	Strip of 10	General	100	200	A2
156	M 4000486	Phenol 0.88 100ml	88%		100ml	General Chemical	122	200	A
157	M 3984019	Phytomenadi one (Vitamin K1) 10 mg/ml Inj 1 ml amp/vial	10 mg/ml	Inj	1 ml amp/vial	General	76900	20800	A2
158	M 1318053	Piperacillin 2gm. Powder Inj 2 gm. Vial	2gm. Powder	Inj	2 gm. Vial	Anti Microbials	500	1300	B
159	M 1318054	Piperacillin 4gm. Powder Inj 4gm. vial	4gm. Powder	Inj	4gm. vial	Anti Microbials	50	200	B
160	M 4000491	Piperacillin + Tazobactam 4.5gm Inj vial	4.5gm	Inj	vial	Anti Microbials	413340	607700	B
161	M 4000494	Pneumococc al vaccine- 23 valent vaccine polysaccharid e 0.5ml Inj prefilled syringe/ vials	0.5ml	Inj	prefilled syringe/ vials	Blood Product/V accines/S era	660	10800	C
162	M 4000497	Polyethylene glycol 137.15g Powder packet	137.15g	Powder	packet	General		As per EMD Clause	A2

163	M 4000501	Polymyxin B + Neomycin sulphate + Bacitracin 5000IU + 3400IU + 400IU/gram Oint 15-20Gm Pack	5000IU + 3400IU + 400IU/gram	Oint	15-20Gm Pack	Anti Microbials		As per EMD Clause	B
164	M 4000502	Potassium Chloride 15mg/ 20ml Soln. 60ml Bottle	15mg/ 20ml	Soln.	60ml Bottle	General		As per EMD Clause	A2
165	M 4000505	Potassium Citrate + Citric Acid (portrate or utilizer) Syp 60ml Bottle		Syp	60ml Bottle	General		As per EMD Clause	A2
166	M 4000510	Prasugrel 10mg Tab Strip of 10	10mg	Tab	Strip of 10	Cardio		As per EMD Clause	D
167	M 3010006	Prednisolone 5mg/5ml Syp 60ml bottle	5mg/5ml	Syp	60ml bottle	General	1803	1200	A2
168	M 1074002	Promethazine hydrochloride 5mg/5ml Syp 100 ml Bottle	5mg/5ml	Syp	100 ml Bottle	General	128895	18500	A2
169	M 1532016	Promethazine Hydrochloride 5mg/5ml Syp 60 ml Bottle	5mg/5ml	Syp	60 ml Bottle	General	901650	108000	A2
170	M 2749014	Protamine Sulphate 10mg/ml Inj 5ml amp.	10mg/ml	Inj	5ml amp.	General	6350	15900	A2
171	M 1328011	Quinine Sulphate 300mg/ml Inj 2ml amp	300mg/ml	Inj	2ml amp	General	170	100	A2
172	M 4000527	Ranibizumab 10mg/ml 10mg/ml Inj 0.23 ml vial	10mg/ml	Inj	0.23 ml vial	Blood Product/V accines/S era		As per EMD Clause	C
173	M 1330007	Rifampicin 150mg Cap Strip of 10	150mg	Cap	Strip of 10	Anti Microbials	18300	9200	B
174	M 4000536	Rifaximin 200mg, Tab Strip of 10	200mg,	Tab	Strip of 10	Anti Microbials		As per EMD Clause	B
175	M 3057016	Saxagliptin 5mg Tab Strip of 10	5mg	Tab	Strip of 10	Anti Diabetic	1900	28500	D
176	M 3057017	Saxagliptin 2.5mg Tab Strip of 10	2.5mg	Tab	Strip of 10	Anti Diabetic	100	900	D
177	M 4000814	Secukinumab 150mg/ml Inj 1ml Pack	150mg/ml	Inj	1ml Pack	Anti Microbials	249	132000	B
178	M 4000550	Sertaconazole 2% cream 0.02 Cream 30 Gm Pack	2%	Cream	30 Gm Pack	Anti Microbials		As per EMD Clause	B
179	M 4000554	Sildenafil 10mg/vial Inj 1 vial	10mg/vial	Inj	1 vial	Cardio		As per EMD Clause	D
180	M 2853016	Silver nitrate Crystal 5gm pouch		Crystal	5gm pouch	General	853	1100	A2

181	M 3057018	Sitagliptin 100mg Tab Strip of 10	100mg	Tab	Strip of 10	Anti Diabetic	2550	2200	D
182	M 3057019	Sitagliptin 50mg Tab Strip of 10	50mg	Tab	Strip of 10	Anti Diabetic	18900	14600	D
183	M 3780038	Sodium Bicarbonate 7.5% Isotonic Inj 10ml amp.	7.5% Isotonic	Inj	10ml amp.	IV Fluids	470085	73300	C
184	M 4000562	Sodium Bicarbonate 10%w/v Inj 10ml amp.	10%w/v	Inj	10ml amp.	IV Fluids		As per EMD Clause	C
185	M 2365099	Sodium Diatrizoate and Meglumine Diatrizoate 20ml vial Inj 0	20ml vial	Inj	0	Contrast Media	425	1400	C
186	M 2015007	Sodium Nitroprusside 50mg/5ml Inj 5ml. Vial	50mg/5ml	Inj	5ml. Vial	Cardio	320	1000	D
187	M 4000575	Sodium Picosulfate 5mg/5ml Syp 30ml	5mg/5ml	Syp	30ml	General		As per EMD Clause	A2
188	M 4000579	Sodium tetradecyl sulphate 0.03 Inj 1ml amp.	0.03	Inj	1ml amp.	General		As per EMD Clause	A2
189	M 1219017	Sodium Valproate Strip of 10 Tab 200mg.	Strip of 10	Tab	200mg.	Psychiatric	970000	161500	E
190	M 4000580	Sodium/potassium citrate Syp 100ml		Syp	100ml	General		As per EMD Clause	A2
191	M 4000585	Sorafenib 200mg Tab strip of 10	200mg	Tab	strip of 10	Anti Cancer	1100	13600	C
192	M 1318063	Sulfamethoxazole + Trimethoprim 100mg+20mg Tab Strip of 10	100mg+20mg	Tab	Strip of 10	Anti Microbials	1890	1900	B
193	M 4000589	Sunitinib malate 12.5 mg Cap strip of 7	12.5 mg	Cap	strip of 7	Anti Cancer		As per EMD Clause	C
194	M 4000590	Sunitinib malate 25 mg Cap strip of 7	25 mg	Cap	strip of 7	Anti Cancer		As per EMD Clause	C
195	M 4000591	Sunitinib malate 50 mg Cap strip of 7	50 mg	Cap	strip of 7	Anti Cancer		As per EMD Clause	C
196	M 2144001	Tannic Acid 0.1 Gum paint 10 ml bottle	10%	Gum paint	10 ml bottle	General Chemical	51900	39000	A
197	M 1635065	Temozolamide 100mg Tab Strip of 10	100mg	Tab	Strip of 10	Anti Cancer	1040	800	C
198	M 1635067	Temozolamide 250mg Tab Strip of 10	250mg	Tab	Strip of 10	Anti Cancer	1140	1700	C
199	M 4000605	Terazosin	1mg	Tab	strip of 10	Cardio	100	100	D

		1mg Tab strip of 10							
200	M 4000618	Thiocolchicoside 8mg Tab Strip of 10	8mg Tab	Tab	Strip of 10	General	17460	16600	A2
201	M 4000797	Thiocolchicoside 4mg Tab Strip of 10	4mg Tab	Tab	Strip of 10	General	16100	8100	A2
202	M 4000619	Ticagrelor 90mg Tab strip of 14	90mg	Tab	strip of 14	Cardio		As per EMD Clause	D
203	M 4000630	Tolterodine strip of 10 Tab Strip of 10	strip of 10	Tab	Strip of 10	General		As per EMD Clause	A2
204	M 4000635	Torsemide 5mg Tab Strip of 10	5mg	Tab	Strip of 10	Cardio		As per EMD Clause	D
205	M 1074013	Triclofos sodium 500mg/5ml in 50ml Syp 30 ml Bottle	500mg/5ml in 50ml	Syp	30 ml Bottle	General Chemical	155	300	A
206	M 3386006	Trypan Blue 0.0008 Inj 2ml vial for intracameral	0.08%	Inj	2ml vial for intracameral	General Chemical	11762	10700	A
207	M 3984031	Vitamin B12(Cyanobalamin) 500mcg Tab Strip of 10	500mcg	Tab	Strip of 10	General	27880	7100	A2
208	M 3984032	Vitamin B12(Cyanobalamin) 50mcg Tab Strip of 10	50mcg	Tab	Strip of 10	General	22225	5200	A2
209	M 4000662	Vitamin D Drops 800 IU/0.5ml Drops 15ml	800 IU/0.5ml	Drops	15ml	General		As per EMD Clause	A2
210	M 3678024	Zolpidem 6.25mg ER Tab Strip of 10	6.25mg ER	Tab	Strip of 10	Psychiatric	75710	119300	E
211	M 9100150	calcium + Vit D3 (500mg elemental calcium (Calcium carbonate salt) and 250 mg vit.D3 in each tablet 500mg elemental calcium (Calcium carbonate salt) and 250 mg vit.D3 in each tablet Tablet strip of 15 tab	500mg elemental calcium (Calcium carbonate salt) and 250 mg vit.D3 in each tablet	Tablet	strip of 15 tab	General	100000	37500	A2
212	M 9100151	Risperidone 25 mg Inj 2 ml vial	25 mg	Inj	2 ml vial	Psychiatric		As per EMD Clause	E
213	M 9100152	Risperidone 37.5 mg Inj 2 ml vial	37.5 mg	Inj	2 ml vial	Psychiatric		As per EMD Clause	E
214	M 9100153	Risperidone 50 mg Inj 2 ml vial	50 mg	Inj	2 ml vial	Psychiatric		As per EMD Clause	E

215	M 9100154	Escitalopram 10 mg Tab Strip of 10	10 mg	Tab	Strip of 10	Psychiatric		As per EMD Clause	E
216	M 9100155	Promethazine Hydrochloride 50mg Inj 50 mg/ ml amp/ vial	50mg	Inj	50 mg/ ml amp/ vial	Psychiatric		As per EMD Clause	E
217	M 9100156	Diphenylhydantoin 100 mg Tab Strip of 10	100 mg	Tab	Strip of 10	Psychiatric		As per EMD Clause	E
218	M 9100157	Lorazepam 4 mg Inj 4mg/ml amp/ vial	4 mg	Inj	4mg/ml amp/ vial	Psychiatric		As per EMD Clause	E
219	M 9100158	Zolpidem 10 mg Tab Strip of 10	10 mg	Tab	Strip of 10	Psychiatric		As per EMD Clause	E
220	M 9100159	Iron Folic Acid 20 mg Elemental IRON + 100 mcg Folic acid Syp 100 ml Bottle	20 mg Elemental IRON + 100 mcg Folic acid	Syp	100 ml Bottle	General		As per EMD Clause	A2
221	M 9100160	Iron Folic Acid 45mg Elemental Iron + 400 mcg Folic acid PINK Color Tab Strip of 10	45mg Elemental Iron + 400 mcg Folic acid PINK Color	Tab	Strip of 10	General		As per EMD Clause	A2
222	M 9100161	Phytomenadione (Vitamin K1) emulsion 1mg/ml Inj 1 ml amp / vial	1mg/ml	Inj	1 ml amp / vial	General		As per EMD Clause	A2
223	M 9100162	Phytomenadione (Vitamin K1) emulsion 0.5 mg/ml Inj 0.5 ml amp / Vial	0.5 mg/ml	Inj	0.5 ml amp / Vial	General		As per EMD Clause	A2
224	M 9100144	Velpatasvir 100mg Tab bottle of 28	100mg	Tab	bottle of 28	Anti Microbials		As per EMD Clause	B