

GOVERNMENT OF NATIONAL CAPITAL TERRITORY
OF DELHI

DIRECTORATE OF HEALTH SERVICES
(CENTRAL PROCUREMENT AGENCY)
SWASTHYA SEWA NIDESHALAYA BHAWAN
F-17, KARKARDOOMA, DELHI

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TENDER
FOR THE SUPPLY OF SURGICAL CONSUMABLES
(STERILE SURGICAL GLOVES)
TO
DEPARTMENT OF HEALTH AND FAMILY WELFARE
GOVERNMENT OF NCT OF DELHI

Tender Enquiry No: 1406

INSTRUCTIONS TO BIDDERS

1. GENERAL:

Tender is being invited by Director Health services, GNCT, Delhi on behalf of the Department of Health & Family Welfare, Government of NCT, Delhi through e-procurement platform <https://govtprocurement.delhi.gov.in>, for supply of Surgical Consumables etc as enclosed in the list, (Annexure L), to various institutions in Delhi. Tender has been called for the generic drugs; the bidder should quote the rates for the generic products wherever applicable. Tender document can be downloaded free from the website. The validity of the tender shall be one year from the date of finalisation of the tender. If the tendering authority is not able to place supply orders for the contracted quantity, the validity of the tender shall be deemed to be extended for another six months unless a supplier writes to the contrary.

IMPORTANT DATES:

Schedule of Tender:

Date /Time of Issue of tender	20/05/2014	14.00 hrs
Pre bid meeting at DHS, F-17, Karkardooma, Delhi-32	28/05/2014	11.00 hrs
Last Date /Time for submission /receipt of tenders through e-procurement solution	09/06/2014	13.00 hrs
Last Date/ Time for submission of EMD and Undertaking in physical form at CPA, 5 th floor, Directorate of Health Services, F-17, Karkardooma, Delhi-32.	09/06/2014	14.00 hrs
Date/ time of opening of Technical Bids (online) at CPA, 5th floor, Directorate of Health Services Karkardooma, Delhi-32.	09/06/2014	14.10 hrs

2. BIDDERS ELIGIBILITY:

Firms 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 importer, ready to supply minimum 30% of the tendered quantity, if awarded.
- 2.2 Should have an average annual turnover of Rupees 5 crores, during last three consecutive financial years (2010-13). *A certified statement of Statutory Auditors (Chartered accountant) is to be enclosed with the tender.*
- 2.3 Should have manufacturing and marketing experience of last three financial/calendar years for the item(s) quoted. *This would not apply to items, which were introduced in India less than 3 years ago. A certificate from Drug Controller General of India shall be required for all such items, wherever applicable.*
- 2.4 *Should have GMP/WHO-GMO certificate for items under Drugs & Cosmetic act*
- 2.5 Should not be under conviction for manufacturing/supplying sub-standard drugs/items or on any other grounds under Drugs & Cosmetics Act or rules framed there under. The firm / company / corporation and any of its Directors/ Proprietor/ Partner/ authorized signatories should not be convicted / or a criminal case filed against or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said
- 2.5 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.
- 2.6 Should have license from Director of Industries, Min of commerce or NSIC for non drug items as well be registered with excise department. For items covered under BIS, BIS certificate shall be required.
- 2.7 Should submit required EMD in prescribed form unless exempted by any Govt. order.

3. PREPARATION OF BIDS:

- 3.1 The tender is to be submitted electronically on e-Tendering portal of Delhi Govt. (<https://govtprocurement.delhi.gov.in>). The bidder must upload documents which are legible, **in pdf and appropriately named. (E.g. License, M&M Cert; and not doc 1, doc 2)**

- 3.2 All documents required in the tender should be **serially numbered** and duly signed by the bidder, with the rubber stamp of the firm on each page before uploading. The bidder shall give the reference page no. in Annexure B and underline/ encircle/ highlight the concerned information with item code on the certificates submitted online.
- 3.3 Scanned copy of EMD is to be submitted online; original instrument (FDR) and 'Annexure-D' (original) shall be submitted before the prescribed time, in a sealed envelope, duly super scribed with the **tender enquiry no.** and the **bidders details** to:

Central Procurement Agency
DIRECTORATE OF HEALTH SERVICES,
5th Floor, SWASTHYA SEWA NIDESHALAYA BHAWAN,
F-17, KARKARDOOMA, NEW DELHI-110032

- 3.4 The tender prepared by the bidder and correspondence and documents relating to the tender exchanged between the bidder and the Director Health Services (here after called purchaser) shall be in English language only, provided that in respect of some supporting documents in other language, certified copies of English version of such documents, by authorized agents, should be submitted.
- 3.5 *The purchaser may demand to see the original document or submission of attested /certified copy of any document which has been submitted online or other document(s) requiring clarification.*
- 3.6 The bids shall be submitted as per the given format and should be devoid of any cutting, alteration and ambiguity. Tender Form and undertakings should be filled and signed properly. It should be neatly typed without the use of erasure/white fluid etc. The documents / certificates should be under the name and premises where items quoted are actually manufactured.
- 3.7 Submission of the tender is deemed to be agreeing to the terms and conditions of this tender and shall act, if approved, as a contract to supply as per the terms and conditions of the tender and according to the given schedule or on subsequent orders of the Director Health Services or his authorised representative.
- 3.8 Price bid is to be submitted online only and no copy is to be submitted physically.
- 3.9 No tender will be accepted unless accompanied by the required EMD. Public sector undertakings or firms exempted by any govt. order need not submit EMD.
- 3.10 The bidder shall quote firm rates.
- 3.11 If the last day for receiving tenders is declared a holiday, the next working day at the same time will be the last date & time for the receipt of EMD in physical form in the prescribed envelop.
- 3.12 Each bidder shall submit only one tender either by himself or as a partner.
- 3.13 The bidder shall bear all costs associated with the preparation and submission of his bid and the Department will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 3.14 The bidder is required to supply the items to hospitals, institutions, centres etc spread over National Capital Territory of Delhi and is advised to acquaint himself with the operational system. It shall be deemed that the bidder has undertaken a visit to the area of supply and is aware of the operational requirements prior to the submission of the tender documents.
- 3.15 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid
- 3.16 Bidders can seek clarification or submit suggestions in the prebid meeting or by sending an email to cpa.dhs@gmail.com during the first 10 days of the publication of the tender. All such queries shall be responded to by the 13th day on the website of CPA-DHS and/or e-procurement site for all to see. Bidders are thus advised to remain in touch with the sites. All communications between the bidder and the Department shall be carried out in writing in English. Except for any such clarification by the Office of Director, Health Services, GNCTD, no written or oral communication, presentation or explanation by any other employee of the Department shall be taken to bind or fetter the Department under the contract.
- 3.17 The bidders should submit the correct email.id. All the correspondence shall be made directly with the bidders through email id provided.
- 3.18 Bidders should submit samples of the item quoted for technical evaluation to CPA, Directorate of Health Services, F-17, Karkardooma, New Delhi-32 on or before the last date and time of submission of the bid. These samples should be for only those items where there are no standard specification like ISI/ CE/ FDA or are drug items IP/ BP/ USP specifications.
Five samples for each item should be packed and sealed separately with a tag containing name of the bidder, tender enquiry no., item code no. and submitted along with product catalogue to CPA. The details may be written on the item packing with indelible ink.

4. DOCUMENTS TO BE SUBMITTED:

The bidders/ manufacturers would be required to submit copies of following documents to qualify for the tender. These should include the following:

- a. 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. For non drug items, license from Director of Industries/ Min of commerce or NSIC should be enclosed. For imported items import license needs to be submitted; documents like IEC (Import Export Code) etc may have to be submitted at the time of supply.
- b. For non drug items registration certificates with Excise Department and Department of Industries shall be submitted.
- c. A valid WHO (GMP)/GMP as per Schedule 'M' certificate as per requirement of the Drugs and cosmetic act and rules of Govt. of India from Competent Authority and/or BIS certificate.
- d. In case of items covered under the 'Drug and Cosmetic Act', A certificate issued by the Licensing Authority that the bidder has not been convicted / has pending conviction under the Drugs & Cosmetics Act for manufacturing/supply of sub-standard drugs or on any other grounds. (This certificate should not have been issued prior to a year before the date of publication of the tender at eprocurement site)
- e. An undertaking on Rs 100/- original stamp paper duly notarized by the bidder in Annexure D; scanned copy to be uploaded, original to be submitted along with EMD.
- f. Proof of Average annual turnover during financial years as mentioned in the Eligibility criteria. A statement of statutory auditors (chartered accountant) is to be submitted with the tender. Balance sheet may be required to be shown at time of submitting the agreement of supply.
- g. Proof of Manufacturing and marketing experience for each item as mentioned in the Eligibility criteria. (This certificate should not have been issued prior to a year before the date of publication of the tender at eprocurement site)
- h. EMD, with details.
- i. BIS, FDA, CE certificates, where ever applicable,
- j. VAT/Sales Tax registration documents.
- k. PAN card
- l. List of items the bidder is participating in, to be submitted in online Annexure B. The Annexure B shall be available at the e-procurement site, to be filled in and uploaded. Please do not use your own format.
- m. An statement by the statutory auditor (Chartered Accountant) of the firm regarding constitution, partnership details, registration with relevant govt. authority, registered address, phone, fax, email, details

5. EARNEST MONEY DEPOSIT (EMD):

The EMD required to be submitted in this tender is Rs. 500000/-. If the EMD submitted is less than the required amount the tender shall not be consider.

Public sector undertakings or firms exempted by any govt. order need not submit EMD.

EMD for this tender shall be made in the form of a Fixed Deposit Receipt of any Commercial Bank of India in favour of Director Health Services, payable at New Delhi and should be valid till 30.11.2014. Please note that scanned copy of the EMD should be submitted online with the tender and the physical form shall be submitted to the office of the Directorate as described above before the due date. EMD of unsuccessful bidders will be refunded immediately after evaluation of the technical bid. Earnest Money Deposit of the successful bidders will be retained till the submission of security deposit. Government will not pay any interest on Earnest Money Deposit. EMD should be from the bidder only.

6. PERFORMANCE SECURITY DEPOSIT:

Once a bidder is declared successful the bidder (hereafter called supplier) shall have to furnish a **Performance Security Deposit (PSD)** of an amount equivalent to **5% of the Annual value of contract**. The security deposit shall be in the form of Bank Guarantee/ Demand Draft / Fixed Deposit Receipt of any Commercial Bank of India in favour of Director Health Services, payable at New Delhi and shall remain valid for valid for a period of at least 18 months from the date of award of tender (See annexure-G for the format of Bank guarantee). The security deposit shall have to be submitted immediately, but within **30 days** of the intimation of the bid having been declared successful, along with the agreement duly completed as prescribed failure of which shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event DHS may make the award to the next lowest evaluated bid submitted by a qualified bidder or call for next bids.

Acceptance of bid shall be notified through the website of CPA (DHS) and to the email given in the undertaking by the bidder. *Government will not pay any interest on Security Deposit and the Security Deposit shall be returned on*

successful completion of contract. If the supplier fails or neglects to observe or perform any of his obligations under the contract, he may forfeit the security deposit.

7. QUOTATION OF RATES:

Please note that PRICE BID is to be submitted online only. The price/rate shall be quoted by the bidder in INR (Indian Rupees) and shall remain firm for one year from the date of award of tender. **Rate quoted should be inclusive of all duties, VAT, surcharge, cess, levies, freight, loading, unloading, insurance, octroi, road permits, packing etc.**

8. FALL CLAUSE:

If a supplier gets into a contract with any govt. /public sector undertaking for supplying an item or items to any institution situated in Delhi at a price lower than that of the contracted price with DHS, it shall reduce the price of that item or those items for DHS also. DHS shall be at liberty to terminate the existing contract for that item/those items if the bidder does not elect to reduce the price of that item for DHS, not before three months of this fact coming into knowledge of DHS or before a new contract is signed by DHS with another supplier, whichever is earlier, and the contracted price shall stand reduced to the newly discovered lower price from the date the bidder has reduced that for the other institution/agency

No supplier should supply an item to DHS at a price higher than that it has been supplying or has contracted to supply to any govt. /public sector undertaking situated in Delhi, during the same financial year under a contract where the contracted quantity to be supplied is equal to or less than that contracted vide this tender. An act contrary to this may lead to cancellation of the contract for that item along with recovery of the excess amount paid over the price it had contracted to supply to any other agency detailed as above and the supplier may get debarred from participating in the consecutive tender of DHS.

If at any time during the execution of the contract, the controlled price becomes lower, the supplier shall reduce the price to that which shall not be higher than that of the controlled price.

9. PENALTIES:

- i) The bidder who submits false, forged or fabricated documents or conceals facts with intent to win over the tender or procure purchase order; EMD of such bidder firm will be forfeited and firm will be liable for blacklisting for a period of not less than 2 years. The firm will also be liable for legal action depending on the facts & circumstances of the case.
- ii) If a bidder withdraws from the bid or owing to any other reason, he is unable to undertake the contract, his contract will be cancelled and he shall forfeit the earnest money deposit or the performance security deposit submitted by him. He will also be liable for all damages sustained by the purchaser including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the Director Health Services, Govt. of N.C.T. Delhi whose decision shall be final in the matter.
- iii) If any information furnished by the bidder/supplier is found to be incorrect at any time, the tender / contract / agreement/supply order is liable to be terminated/cancelled and the Govt. may forfeit Earnest Money Deposit/ Performance Security Deposit.
- iv) A company whose product has been declared as of spurious or adulterated quality and for which any criminal case has been filed and is pending in any court shall not be eligible to participate for any of the product. Similarly convicted firms shall also not be eligible to participate in the tender. A drug will be considered spurious if the lab declares the product spurious or is found containing either no drug or very poor drug content on testing or having a product which is likely to cause grievous hurt within the meaning of section 320 of IPC. Similarly, a product shall be considered adulterated if it is so declared by the lab or is found containing any poisonous, deleterious, harmful or toxic substances which is likely to cause grievous hurt. If a bidder is found to have submitted a bid for such a product the EMD shall be forfeited.

10. SAVING CLAUSE:-

10.1 Any change in the pattern of ownership of the bidder/supplier must be notified to the Director Health Services forthwith along with the necessary documents.

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

10.3 Disputes and arbitration: All disputes or differences arising out of or in connection with the contract shall be resolved by the mutual discussion failing which the matter will be referred to the Secretary (H & FW), Govt. of NCT of Delhi or his nominee for arbitration whose decision shall be binding on the contracting parties.

10.4 Laws governing the contract:

- a. This contract shall be governed by the laws of India
- b. The Courts of Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the bid/contract.

11. CLARIFICATIONS

All clarifications and amendments shall be on the tender website. The bidders are advised to be in touch with the CPA website also.

(http://www.delhi.gov.in/wps/wcm/connect/doit_health/Health/Home/Directorate+of+Health+Services/Central+Procurement+Agency+%28CPA%29/)

12. BID OPENING AND EVALUATION:

12.1 The authorized representatives of the Department will open the Technical Bids. The bid of any bidder who does not qualify or has not complied with one or more of the conditions prescribed in the instructions, terms and conditions of the tender will be rejected. Price bids of only the technically qualified bidders will be opened for evaluation.

12.2 The principle of selection / award will be the lowest priced technically compliant bid (L1). If the demand given in the tender exceeds the supplying capacity of the L1 bidder, the other bidders who are L2, L3, L4 etc will be asked to match the L1 rates in that order and those who are willing to match L1 will be placed supply orders up to the requirements projected in the tender, but not exceeding the quantity awarded to L1 to each matched bidder. 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 placed supply order defaults. **The bidder has to state its spare capacity for supply to CPA in annexure B which is to be submitted online, in the absence of which it shall be presumed that the bidder is bidding for the whole tendered quantity.**

12.3 The Director, Health Services Govt. of NCT of Delhi reserves the exclusive right to accept or reject any or all bids without assigning any reason and without giving any notice.

12.4 Unsuccessful bidder can seek clarification during debriefing or by writing to the department

TERMS AND CONDITIONS OF SUPPLY: Tender 1406

1. Bidders may supply the goods and receive payment directly or through their distributor. The department shall accept a distributor only if the Distributor Authorization Certificate issued by the manufacturer/importer is accompanied by **an affidavit** (Annexure- D) by the distributor to that effect. These documents shall be submitted after communication of acceptance of the bid by CPA if the bidder is a manufacturer/importer. The goods shall be supplied by bidder or its distributor and in both the cases, against a sale invoice issued from Delhi only. The delivery of goods shall have to be made from Delhi. The bidder or its authorized distributor, as the case may be, who supplies the goods should be registered with the Delhi VAT Department and carry a valid Tax Identification Number issued by it. 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.
2. The supplier should ensure that the supply being made has not passed more than 1/4th of their useful life from the date of manufacture. The consignee may relax this criterion in case of exigencies with reasons duly recorded and shall be responsible for use of that stores within its given life. Loss or premature deterioration due to biological and or other factors during life span of stores shall have to be made good by the supplier free of cost.
3. The supplier shall ensure that the stores supplied strictly conform to the provisions of the Drugs & Cosmetics Act and the Rules made there under as amended from time to time. Consignments should be properly and securely packed as per condition of contract.
4. Any item marked "Delhi Govt. Supply-Not for Sale" shall not be sold to the public even if it has been rejected by the stores. Breach of this condition will render the agreement annulled and the supplier will be liable for blacklisting.

5. Delivery :

- a) Before initiating delivery of goods the supplier shall send a notice a day before through E-mail/ SMS, to the hospital so that it is ready to accept the items.
- b) Delivery of item(s) must be completed within 60 days from the actual date of dispatch by post, by hand, through email or web notification whichever is first. The counting of days shall exclude the date of dispatch of supply order & date of receipt of goods. If the last date of delivery of goods happens to be holiday or declared as holiday, the next working day shall be the last day for delivery of goods. .
- c) After expiry of delivery period, the goods may be accepted in full or part, with imposition of a penalty of 0.5% of the value of order of delayed supply per day; the maximum penalty shall not be exceeding 10%. An extension of delivery period may be granted by the tender inviting authority if demand still persists.
- d) In case of any of the item being rejected and not supplied within the normal supply period or partially supplied or not supplied at all or being delayed beyond the normal supply period the purchaser shall be at liberty to procure the same at the risk and expenses of the supplier and the supplier shall upon demand, pay to the purchaser all such extra charges and expenses as may be incurred or sustained in procuring and testing the same. In case of shortfall in the security deposit the supplier shall have to make up the shortfall when asked to do so.
- e) In case of partial supply, the PSD shall be forfeited to the extent of percentage of non supply out of total order given to the supplier for that drug.
- f) The suppliers shall have to deliver the items to the consignees in Annexure H.

6. Inspection and sampling at the consignee's end:

- a. The supplies should be accompanied with in-house report of lab analysis. In case of a complaint against quality, CPA may get the batch of supply tested from a NABL accredited and/or GLP compliant or a Govt. laboratory in India, the cost of which shall be borne by the supplier as per actual. The total lab testing charges shall not ordinarily exceed 1% of the total supply value of that supplier for the tender. The supplier will provide working standards for testing of drugs with traceability certificate for the items supplied, if required
- b. If the supply is found to be not as per the tendered specifications, the consignment shall be rejected. Where there are visible and obvious defect in the consignment, it shall be rejected. No payment will be made to the supplier for the rejected consignment. Following a lab analysis, if a batch is found to be not of standard quality, payment for the supplied batch shall not be made, irrespective of the fact that part of the supplied stores may have been consumed and payment already made shall be recovered. The supplier shall be asked to change /replace the entire quantity irrespective of the fact that some quantities might have already been consumed.
- c. If two batches of item(s) of a supplier under a tender tenure or within 12 months are declared as Not of Standard Quality by an empanelled lab and such failures are further confirmed by another empanelled lab/ Govt. Lab, then the particular item(s) shall be liable for blacklisting for a period of not less than 2 years. No further supply order for those items shall be given to the supplier and pending orders shall be cancelled with immediate effect. If the supplier contests the validity of the lab report, the concerned batch shall be got tested from a mutually agreed NABL accredited and/or GLP compliant laboratory or a govt. laboratory, the report of which shall be binding to both the parties. During this period of repeat analysis, the procurement for these items shall be considered as risk purchase if second report also is found substandard. All rejected stores shall in any event remain and will always be at the risk of the supplier immediately on such rejection.
- d. In case three items of a supplier are declared substandard in a 24-month period, the supplier shall be liable for blacklisting for a period of not less than 2 years.

In case, any sample (even one batch) is declared as spurious or adulterated by an empanelled lab or Govt. Lab and if such failure is further confirmed by Govt. Lab during its entire shelf life, the Product shall be liable for blacklisting for a period of not less than 3 years.

If any statutory sample of CPA supply is drawn by Drugs Control Officer on suo- moto basis or on complaint and if it fails in quality parameters, the report is conclusive till it is challenged by supplier/ company. If it challenged then the report of Director, C.D. L., Kolkata shall be conclusive and action as contemplated in forgoing paragraphs will be initiated in the matter of blacklisting of product or company. However if failure is of such nature wherein Drugs Controller of State grants prosecution sanction under Drugs & Cosmetics Act and rules framed there under, then even failure of such one batch shall be considered adequate for blacklisting the product for not less than 2 years.

- e. The tendering authority reserves the right to depute inspection team to the premises of supplier for on the spot verification of terms and conditions of the tender during the tendering process, after the finalization of tender or during validity of tender. Any firm found wanting and lacking in fulfilling the terms and conditions of the tender, by the inspection team the firm will be liable to be penalized and the matter brought to the notice of state drug controller/appropriate authority concerned for further action.

7. Marking and Packing:

- i) The supplier shall supply the stores with proper packing (**Annexure-H**) and marking for transit so as to be received at the destination free from any loss or damage. Cold chain shall be maintained wherever applicable. The stores supplied by the supplier should strictly conform to the labelling provisions laid down under the Drugs & Cosmetics Act/Rules amended from time to time.
- ii) Stores shall be marked with the words in CONTRASTING INK, CAPITAL, PROMINENT AND BOLD LETTERS, '**DELHI GOVT. SUPPLY- NOT FOR SALE'- T- 1406**. This marking shall be on individual strips of tablets, capsules, ampoules, vials, bottles as well as on the packing. Affixing of stickers and rubber stamp shall not be accepted, except in case of imported items. MRP should not be printed. Such packing shall clearly indicate the description, quantity, name and address, contract No. and date for identification. Damaged items will not be received under any circumstances. The tender inviting authority may consider substitution of printing of the prescribed marking with stamping with indelible ink, if situation warrants.
- iii) **Supply of items, without the prescribed marking will ordinarily not be accepted and may be treated as breach of the terms of agreement with bidder liable to forfeit his security deposit, in addition to recovery of any attributed loss incurred by the purchaser.**

8. Payment:

50% of the payment for the value of items supplied at the consignee will be made within 30 days of submission proof of delivery of goods at the consignee in annexure – H along with in house lab analysis report and bills in triplicate. The remaining 50% will be made within another 30 days after the 1st payment by the consignee subject to passage of quality tests wherever required. Any delay in payment beyond 30, 60 days respectively on submission of the complete documents shall lead to payment of interest of 0.5% per day (upto 10% maximum) on the amount payable to the supplier.

Dr. N. V. Kamat
Director, Health Services

MANUFACTURING & MARKETING CERTIFICATE

This is to certify that M/s _____ are holding valid manufacturing license No. -----date _____ of the State and they are manufacturing the following drugs for at least last three/five years. It is further certified that the following products are being marketed by them for last three/five years

The Products are as follows:

Sl. No.	Name of the drug	Strength	Period
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Signature and seal

Date

NOTE:

a. The certificate is to be signed by the Drug Controller of State or his authorised representative. Certificate issued by Inspector of Drugs / Drugs Inspector will not be accepted unless their authorisation by the State Drug Controller to this effect is supported by documentary proof.

b. This is to be submitted in the format given above or any similar formats of respective Drug Controller

To be filled in online in the given excel sheet

Item Code	Item name	Specification	License No. at pg no. ISI,CE,FDA at:	Total Manufacturing Capacity	Spare Manufacturing capacity for CPA	GMP Certificate at pg no	Manufacturing & Marketing cert. at pg	Others

UNDERTAKING

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

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

My/our firm has participated in tender no. _____ of CPA, Directorate of Health Services, NCT of Delhi,
Karkardooma, Delhi -110032.

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

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

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

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

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

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

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

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

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

Our firm / company / corporation details are:

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

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

Date:

Signature

Office seal

Name

Designation

Signature

Name of Proprietor / Partner/Authorized Signatory of bidder

With firm's rubber stamp

Verification

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

Place

Date

Signature

Name of Proprietor / Partner/Authorized Signatory of bidder

With firm's rubber stamp

Note:

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

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

Instruction regarding price bid

To be submitted **ONLINE ONLY** on e-procurement platform

S.No.	Item Code	Item Details	Price Quoted per unit (Rs.)
1			
2			
3			
4			

NOTE :-

1. Rate quoted should be inclusive of all duties, surcharge, vat, cess, levies, freight, loading, unloading, insurance, octroi, road permits, packing etc.
2. Bidder should quote firm rates. No condition like discount / free goods / additives will be accepted.
3. Rate should be quoted according to unit and specifications asked for.
4. The rates quoted by the bidder shall not in any case exceed the controlled price, if any, fixed by Central/ State government and Maximum Retail Price (MRP).

AGREEMENT

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

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

Now this Agreement "Witness" as follows:-

1. That the "First Party" shall deliver drugs item(s) manufactured/marketed by him to the order of "Second party" with quantities as per approved rate and as per given schedule.
2. The "First Party" shall supply the drugs items of strength, specifications, packing size as mentioned in the Annexure-'L'. In case of any of the drug being rejected or not supplied at all, the "Second Party" shall be at liberty to procure the same at the risk and expense of the "First Party" and the "First Party" shall, upon demand, pay to the "Second Party" all such extra charges and expenses as may be incurred or sustained in procuring and testing the same.
3. *The "First Party" shall furnish a security deposit with the "Second Party" as given in the tender document.*
4. The "First Party" shall abide by all the terms and conditions given in the tender document. In case of any breach of the terms and conditions of the tender and also of this agreement, the "Second Party" shall be at liberty to terminate this agreement and claim damages on account of such breach.
5. 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.
6. The "Second Party" shall not be bound to take all or any part of the drugs enumerated in the said "Annexure L" of the tender.
7. 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.
8. The "Second Party" however, reserves the right to terminate the contract at any time without assigning any reason.

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

First Party

WITNESSES

M/s. _____

1)

Authorized Signatory
(Rubber Seal)

2)

Signed and delivered by the
above named "First Party"

WITNESSES

Second Party

1)

For and on behalf of the
President of India

2)

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

CPA DISH

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY DEPOSIT

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between _____ - _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and Director, Health Services, Govt. of NCT, Delhi (hereinafter called the "Department") of the other part.
2. WHEREAS, Director, Health Services, Govt. of NCT, Delhi has awarded the contract for Supply of drugs (hereinafter called the "contract") to M/s _____ (Name of the Supplier) (hereinafter called the "contractor").
3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Department a Security Deposit for a total amount of Rs. _____ (Amount in figures and words).
4. NOW WE the Undersigned _____ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of _____ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs. _____ (Amount in figures and words) as stated above.
5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the supplies under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.
6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).
7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the supplies within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time at the cost of the contractor.
8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.
10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns. IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly Authorized.

For and on behalf of the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/ Seal of the Bank, Signed, sealed and delivered for and on behalf of the Bank by the above named _____ in the presence of:

Witness-1

Signature_____

Name_____

Address_____

Witness-2

Signature_____

Name_____

Address_____

CPA DESHO

DISTRIBUTOR AUTHORISATION CERTIFICATE

(On Manufacturer letter Head)

I ----- s/o ----- Resident of -----, do solemnly affirm, that I am authorized to give this certificate on behalf of (Name of Manufacturer/firm/company) ----- situated at ----- for the tender of CPA,DHS, 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/firm/company). A duly Notarized Affidavit to this effect is enclosed along with this certificate. All the actions of the '**Authorized Distributor**' in r/o tender of CPA, DHS are legally binding upon us. A copy of the contract between the manufacturer and the distributor is enclosed with this authorisation latter.

Date:-

Signature:

With Firm Stamp

NOT TO BE SUBMITTED WITH TENDER

(Rs.100/-Non Judicial stamp Paper)

AFFADAVIT

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/ surgical consumables and receive payment on behalf of this manufacturer in respect of 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. DVAT/ TIN 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)

SCHEDULE FOR PACKAGING**I. GENERAL SPECIFICATIONS**

1. No Corrugate package should weigh more than 15 Kgs (i.e., 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 box 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 "For Supply to Govt. of N.C.T. of Delhi –Not for sale".
11. The product label on the cartoon 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**.
12. No box should contain mixed products or mixed batches of the same product.

List of Items for which bids are invited, along with codes and specifications:

The quantity given here is approximate and may change as per the actual consumption. 25% shall be required immediately, rest in another 3-4 instalments, every 2 months.

SrNo	Item Code	Item Name	Unit	Total Units Required
1	2706	Sterile Surgical Rubber Gloves Size 6	one pair	165700
2	2707	Sterile Surgical Rubber Gloves Size 6.5	one pair	3315300
3	2708	Sterile Surgical Rubber Gloves Size 7	one pair	4190300
4	2709	Sterile Surgical Rubber Gloves Size 7.5	one pair	2211300
5	2710	Sterile Surgical Rubber Gloves Size 8	one pair	52700

SPECIFICATIONS:

Item Code No. 2706 to 2710 (Sterile Surgical Rubber Gloves-Powdered)

1. Should be ISI marked (IS: 13422) or CE (European) certified or FDA (USA) approved.
2. Free of holes with Acceptable Quality Level (AQL) of 1.5 or less
3. In pre-powdered gloves, only bio-absorbable modified corn starch powder should be used.
4. Manufacturing and Expiry date to be mentioned on the packing wrapper.

List of consignees:

1. DHS store at F-17, Karkardooma, New Delhi.
2. Regional stores or any other store to be created by the Govt. of Delhi in Delhi region.

CPA DHS HQ