

**GOVERNMENT OF NATIONAL CAPITAL TERRITORY OF DELHI  
DIRECTORATE OF HEALTH SERVICES  
(CENTRAL PROCUREMENT AGENCY)  
SWASTHYA SEWA NIDESHALAYA BHAWAN  
F-17, KARKARDOOMA, DELHI – 110032**

TEL No 22307706, 22307738; Fax: 91-11-22305863, Email: [cpa.dhs@gmail.com](mailto:cpa.dhs@gmail.com)

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

***Tender Reference: 1504***

<b>Date of Issue of Tender Document</b>	<b>13-05-2015</b>
<b>Date, Time and Place of Pre-Bid Conference</b>	<b>22-05-2015, 2 pm, Conference Room, 2<sup>nd</sup> floor, Directorate of Health Services, F-17, Karkardooma, New Delhi-110032</b>
<b>Last Date and Time for prebid queries</b>	<b>22.05.2015, 5.00 pm</b>
<b>Last Date and Time for response to prebid queries</b>	<b>25.05.2015, 5.00pm</b>
<b>Last Date and Time of Receipt of Bids</b>	<b>04.06.2015, 2.00 pm</b>
<b>Date, Time and Place of Opening of Technical Bid</b>	<b>04.06.2015, 2.05 pm, CPA, 5<sup>th</sup> Floor, Directorate of Health Services, F17, Karkardooma, Delhi 110032</b>
<b>Address for Communication</b>	<b>Additional Director, CPA, 5<sup>th</sup> Floor, Dte of Health Services, F-17, Karkardooma, Delhi-110032. <a href="mailto:cpa.dhs@gmail.com">cpa.dhs@gmail.com</a></b>
<b>[All times shown are as per the Indian Standard Time (IST)]</b>	

## ***Tender Enquiry No: CPA-1504.***

### **1. INSTRUCTIONS TO BIDDERS**

1. The Department of Health and Family Welfare (DoHFW), Government of National Capital Territory of Delhi (GNCTD), runs hospitals as well as dispensaries providing health services to the public. There are more than 25 hospitals & 250 dispensaries run by the Delhi Government. Directorate of Health Services (DHS) has been mandated to procure the drugs and medicines under Essential Drugs List (EL) which has been updated from time to time. GNCTD has created a separate structure called Central Procurement Agency (CPA) under DHS which will exclusively look after the procurement of drugs required for the health facilities in Delhi. The tender is invited by CPA for items required by various health facilities under GNCTD. The initial validity of rate contract shall be for one year which may be extended for another six months unless the Rate Contract holder does not agree for that and intimates CPA one month before the end of the normal validity period of one year.
2. Tender Inviting Authority (TIA) – The Addl. Director- CPA, DHS, F-17, Karkardooma, Delhi-110032, (hereinafter referred as TIA unless the context otherwise requires).
3. Tender Accepting Authority (TAA) – Director Health Services based on the recommendations of Special Purchase Committee (SPC).
4. *The tender document can be downloaded from e-procurement website (<https://govtprocurement.delhi.gov.in>) and also from the website of CPA, Directorate of Health Services ([www.health.delhigovt.nic.in](http://www.health.delhigovt.nic.in)) free of cost.* The bidders, who have downloaded the bid Documents, shall be solely responsible for checking the above website for any clarification / addendum/ amendment to the bid document issued subsequently, and take into consideration the same while preparing and submitting the bids. CPA/DHS will not issue any separate communication to individual bidder.
5. Interested eligible bidder may elicit further information in the pre-bid meeting. 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/cpa site only for all to view.
6. E-Tenders (both Technical bid and Price Bid) will be received at the e-procurement site as per the date & time specified above.
7. Tenders will be opened in the presence of bidders/authorized representatives, who choose to attend, on the specified date and time. However, price bids shall be opened as per notification given at e-procurement site and bidders can access that from anywhere through internet.
8. At any time prior to the date of submission of tender, TIA may, for any reason, whether on own initiative or in response to a clarification requested by a prospective bidder, may modify the condition in tender documents by an amendment. All the prospective bidders will be notified through website only of the amendments and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, TIA may at discretion, extend the date and time for submission of bids.
9. The bid shall be valid for a period of 120 days from the date of opening of Technical Bid and prior to the expiry of the bid validity, the Tender Inviting Authority may request the Bidders to extend the bid validity for further period as deemed fit. However, CPA/DHS reserves the right to place purchase orders at the quoted rate till such period of validity of the tender and the bidder(s) are bound to accept the orders at the rates quoted / accepted.
10. Language of the bid shall be English only.

### **BIDDERS ELIGIBILITY:**

Firms intending to participate in the tender (hereafter called bidders) should first ensure that they fulfil all the eligible criteria as prescribed in the tender. The main requirements to bid are:-

- 2.1 Should be a licensed Indian drug manufacturer or importer (for drugs not manufactured in India) or an authorised distributor of the manufacturer/importer. Quotations for drugs imported by licensed Indian manufacturers from their parent company abroad would be treated at par with quotations from other Indian manufacturer provided all the required criteria given in the tender document are fulfilled and import license in prescribed Form is submitted. An authorised distributor cannot bid for more than one manufacturer for the same item. A manufacturer/importer and its authorised distributor cannot bid separately for the same item.
- 2.2 Should have an **average annual turnover of 01 crores during last three financial years, with duly certified statement of Statutory Auditors to be enclosed with the tender.**
- 2.3 Should not be under conviction for manufacturing/supplying sub-standard drugs or on any other grounds under Drugs & Cosmetics Act or rules framed there under. The firm / company / corporation and any of its Directors / Proprietor / Partner / authorized signatories should not be convicted / or a criminal case filed against or pending in any court of India by any department of the government under Prevention of Corruption Act or for cheating / defrauding government / embezzlement of government fund or for any criminal conspiracy in the said matters. This shall be applicable to the bidder as well as to the manufacturer/Importer, if the bidder is the authorised distributor.
- 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 the bidder as well as to the manufacturer/Importer, if the bidder is the authorised distributor.
- 2.4 Should submit required EMD in prescribed form unless exempted by a 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 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) 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,**  
5<sup>th</sup> 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 pre bid 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 10<sup>th</sup> 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

#### **4. DOCUMENTS TO BE SUBMITTED:**

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

- a. Scanned copy of EMD
- b. A valid Drug License/ Import 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. Items registration certificates with Excise Department and Department of be submitted.
- c. Annexure B- to be filled in online.
- d. Undertaking in Annexure U.
- e. Letter of authorization to sign and submit the tender document/ related papers/ deeds etc
- f. PAN Card
- g. TAN/Sales Tax allotment/registration letter
- h. Whole sale license by Drug Control Department, Delhi, to be uploaded along with the license.
- i. For annual turnover of 1 crores, during last three consecutive financial year *certified statement of Statutory Auditors*.
- j. Non conviction certificate from concerned drug control department.

#### **5. EARNEST MONEY DEPOSIT (EMD):**

EMD required for the bid shall be Rs 10000 per item but shall not be more than Rs. 2,00,000/-. **If the EMD submitted is less than the required amount the last item or items, arranged in ascending order of item code, shall be kept out of bid to avoid the whole bid getting disqualified.**

**Public sector undertakings or firms exempted by any govt. order need not submit EMD; exempted firms should submit the letter showing exemption**

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 for 180 days from the date of opening of the tender. 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.

#### **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 a period of at least 24 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. **Supply order shall be issued immediately but the payment for the same shall await the submission of PSD and the signing of agreement.**

Acceptance of bid shall be notified through the website of CPA (DHS) email given in the tender 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, surcharges, VAT, cess, levies, freight, loading, unloading, insurance, octroi, road permits, packing etc.**

## **8. FALL CLAUSE:**

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. A registered vendor shall be penalised as per the terms and conditions of the Vendor Registration.
- 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/DHS/CPA,](http://www.delhi.gov.in/wps/wcm/connect/doit_health/Health/Home/DHS/CPA,) )*

## **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 lowest priced technically compliant bid(L1).

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**

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 at the time of signing of agreement 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 1/4<sup>th</sup> of their useful life from the date of manufacture. 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 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 (for Indian items), 75 days (for Indian items requiring sterility test) and within 90 days (for imported items & vaccines) 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 15%. An extension of delivery period may be granted by the indenting hospital / institution if the demand still persists.
- d) In case of any of the drug 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 drugs to various hospitals, institutions, dispensaries and centres etc spread over various areas of Delhi.

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

- a. The supplies should be accompanied with in-house report of lab analysis.
- b. 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 concerned for appropriate action.
- c. In case of any adverse report/ complaint, DHS may consider getting lab analysis done of any of the batch of drug supplied to it in an authorised lab of CPA, the payment of which shall be borne by the supplier.

#### **7. QUALITY TESTING**

- 1. Samples of supplies from each batch will be chosen at the point of supply or distribution/storage points for testing. The samples will be sent to different laboratories including Government Drugs Testing Laboratory for testing as decided by the CPA/DHS, the items excluded from testing shall be indicated in the tender documents
- 2. The Drugs shall have the active ingredients at the prescribed level as indicated in official compendiums throughout the shelf life period of the drug. The samples will be drawn periodically throughout the shelf life period and if found "Not of Standard Quality", the cost of entire batch paid will be recovered whether consumed fully/partially. The supplies will be deemed to be completed only upon receipt of the quality certificates from the laboratories. Samples which do not meet quality requirement shall render the relevant batches liable for rejection. If a batch of supply is declared to be spurious, adulterated or misbranded, the manufacturer of such item shall be debarred for future bidding for five years, besides other actions as prescribed in Drug and Cosmetic Act and rules made there under.
- 3. In the event of the samples of Drugs and medicines supplied fails in quality tests or found to be not as per specifications, the CPA/DHS, is at liberty to make alternative purchase of the items of drugs and medicines for which the Purchase orders have been placed from any other sources or in the open market or from any other Bidder who might have quoted higher rates, at the risk and the cost of the supplier and in such cases the CPA/DHS, has every right to recover the cost and impose penalty.
- 4. The supplier shall furnish to the CPA/DHS, the Evidence of bio-availability and/or bio-equivalence reports for certain critical drugs upon demand.
- 5. The products should conform to the standards of IP/BP/USP/EP/JP as the case may be. For imported drugs, respective Country's Pharmacopoeial standards shall be acceptable (even if the product is official in IP).
- 6. The cost of lab testing done by CPA 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 if the item supplied per supply order or cluster of orders issued within a period of 5 days are from the same batch.. The supplier shall deposit 0.5% of the annual procurement value in the form of Demand Draft favouring Director Health Services, GNCTD, payable at Delhi, along with the PSD as initial deposit for lab testing; rest of the deposit/refund shall take place as per actual

- 7. In-house QA/QC reports of all drugs should also be submitted in CPA apart from the hospitals.

#### **8. Marking and Packing:**

- a. The supplier shall supply the stores with proper packing 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 paediatric drops shall invariably be supplied with a dropper and a measuring cap with suitable markings with paediatric oral solutions. 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.
- b. Stores shall be marked with the words in CONTRASTING INK, CAPITAL, PROMINENT AND BOLD LETTERS, '**DELHI GOVT. SUPPLY- NOT FOR SALE**'.. 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.

#### **9. Payment:**

Payment will be made within 60 days of submission proof of delivery of goods along with in house lab analysis report, bills in triplicate and payment release order from CPA.

**Dr. S. K. Sharma**  
**Director, Health Services**

CPA DISH



**DETAILS OF E.M.D. SUBMITTED**

We herewith submit the E.M.D. of Rs. \_\_\_\_\_ in the form of FDR bearing  
No. \_\_\_\_\_ Dated: \_\_\_\_\_ drawn on \_\_\_\_\_  
Bank \_\_\_\_\_ Branch in respect of tender no. ....

Sl. No.	Drug code*	Name of the Drug	Amount of E.M.D.
		<b>Total</b>	

**Signature & Seal**

**List of Items quoted**

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

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

**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. 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.

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.

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

CPADHSHO

**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)**

SI.No	Description	Item Code	No.of Qty.	Units	Rate per unit (Rs)
1	Tab. Enteric coated 5-Amino Salicylic Acid 400mg	2924001M	1	Strip of 10	10.00
2	Tab. Acetazolamide 250mg	3386005M	1	Strip of 10	10.00

**NOTE :-**

1. Rate quoted should be inclusive of all duties, surcharge, vat, cess, levies, freight, loading, unloading, insurance, octroi, road permits, packing etc.
2. Bidder should quote firm rates. No condition like discount / free goods / additives will be accepted.
3. Rate should be quoted according to unit and specifications asked for.

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 abide by all the terms and conditions given in the tender document. In case of any breach of the terms and conditions of the tender and also of this agreement, the "Second Party" shall be at liberty to terminate this agreement and claim damages on account of such breach.
4. The "First Party" shall refund on demand or otherwise the amount paid to him on account of any overcharges in his bill for the supplies made under this agreement failing which the "Second Party" may recover the same from the earnest money and/or security deposit made by the "First Party" and/or in other form as may be legally feasible.
5. The "Second Party" shall not be bound to take all or any part of the drugs enumerated in the said "Annexure L" of the tender.
6. In case the information submitted by the First Party is found to be false or erroneous the "Second Party" reserves the right to terminate the Contract unilaterally without any compensation whatsoever.
7. The "Second Party" however, reserves the right to terminate the contract at any time without assigning any reason.
8. The tender document including clarifications and corrigendum issued subsequently along with annexure submitted by the First Party shall be deemed to form and be read and construed as part of this agreement.
9. The "First Party" shall submit a Performance Security Deposit as per the terms and condition of the tender.
10. Brief particulars of the goods and services which shall be supplied / provided by the First party are as under.

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

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

**First Party**

WITNESSES

M/s. \_\_\_\_\_

1)

Authorized Signatory  
(Rubber Seal)

2)

Signed and delivered by the  
above named "First Party"

WITNESSES

**Second Party**

1)

For and on behalf of the  
President of India

2)

CPA DESHO

**Performance Security Bank Guarantee (unconditional)**

To : **Director Health services/CPA(Purchaser)**

F-17, KARKARDOOMA,

DELHI 110032.

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

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

**AND WHEREAS** we have agreed to give the Supplier a Guarantee

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

This guarantee is valid until the ..... Day of ..... 20.....

Signature and Seal of Guarantors

.....

.....

.....

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

Address .....



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

The quantity given is approximate and may increase and decrease as per actual requirements.

- Vials and ampoules shall be considered equivalent for derivation of lowest bidder
- Levothyroxine can be accepted in different packing.

S.No.	Drug Code	Drug Name	Dosage form	Strength/ Specification	Unit	Demand of Units for 2015-16	EMD Required
1	1111010	Acetylsalicylic Acid Dispersible	Tab.	150mg	Strip of 14	309250	24060
2	2270004	Adapalene	Gel	0.10%	15gm pack	54560	115430
3	2037011	Adenosine	Inj	3 mg. / ml.	2 ml. Amp.	5700	11460
4	3881019	Amino Acid 10% soln.	infusion	All Essential and non essential amino acid 1000-1200 mOsmol/l	100ml bottle/ container	5510	30650
5	2037010	Amiodarone	Inj	150 mg./ Vial	3 ml. Vial	17030	19200
6	1318021	Azithromycin	Tablet	250 mg	Strip of 6	538560	112090
7	2222001	Betamethasone Propionate	Cream	0.10%	20 gm tube	621020	102720
8	1061002	Bupivacaine Hydrochloride	Inj	0.5%	20ml vial	30020	11350
9	2853014	ciprofloxacin	Ear Drop	0.50%	10 ml Vial	60830	12170
10	1318010	Cloxacillin	Powder for Inj.	500mg./ vial.	500mg vial	85020	11740
11	3323009	Dexamethasone + Ofloxacin	Eye Drop	0.1% + 0.3%	5 ml vial	30640	9190
12	3780039	Dextrose	Inj	25%	25 ML	50940	22460
13	3471007	Dinoprostone	Inj	0.5mg/Syringe	0.5mg/Syringe	84960	297360
14	3984043	Dorzolamide	Eye Drops	2%	10 ml Vial	7030	21280
15	2445008	Ethyl alcohol (70%) denatured	Liquid		1 Ltr. Bottle	2280	6840
16	2733002	Ferrous fumarate	Drops	5mg/ml	15 ml drops	198660	57610
17	2733011	Ferrous fumarate	Syp.	30mg/5ml (elemental Iron equivalent to 30 mg)	60 ml Bottle	324220	97260
18	2733003	Folic Acid	Tablet	5mg	Strip of 10	2583540	45320
19	2445011	Formaldehyde	Soln.	37-41%	5 Ltr. Bottle	1720	16130
20	2853002	Gentamicin	Ear Drops	0.3% w/v	10 ml vial	49760	5170
21	2853003	Gentamicin + Betamethasone	Ear Drops	0.3% w/v + 0.1%	5ml vial	62880	9680
22	3321013	Gentamycin	Eye Drops	0.3%	5ml vial	143630	10920
23	2034016	Glyceryl Trinitrate	Injection	5mg/ml	5 ml vial	32590	8880
24	1074011	Glycopyrrolate	Inj.	0.2mg/ml	1 ml amp.	145460	10440
25	3156028	Hepatitis B immunoglobulin	Inj.	200 IU	200 IU pack	180	15830
26	3364001	Homatropine hydrobromide	Eye Drops	2%	5ml vial	28250	15080
27	3881013	Human Normal Serum Albumin	Infusion	20%	50ml pack	33110	740820
28	3881014	Human Normal Serum Albumin	Infusion	20%	100ml pack	7420	340390
29	3386010	Hyaluronidase	Inj.	1500 Unit/ml	1ml vial	13760	18400
30	3075010	Hydroxy progesterone acetate (Depot)	Injection	500mg	Vial	24260	14560
31	2929004	Hyoscine Butyl Bromide	Tab.	10mg.	Strip of 10	552850	293120
32	2929005	Hyoscine Butyl Bromide	Inj	20mg./ ml.	1ml .amp.	752160	68590

33	3057002	Insulin NPH (Human)	Injection	40 IU/ml	10 ml vial	11030	13080
34	3057005	Insulin Premixed (Human)	Injection	30 %/70% in 40 IU/ml	10 ml vial	160210	185470
35	3057006	Insulin Premixed (Human)	Injection	30 %/70% in 100 IU/ml	10 ml vial	31800	111880
36	3057001	Insulin Soluble (Human)	Injection	40 IU/ml	10 ml vial	11770	13820
37	3984040	Isosorbide dinitrate	Tab.	5 mg Sub lingual	Strip of 10	32110	6420
38	1054007	Ketamine Hydrochloride	Inj	50mg/ml	10ml vial	9400	5180
39	2015011	Labetolol	Tab	100mg	Strip of 10	9650	7720
40	1318081	Levofloxacin	Tab	500 mg	strip of 10	89400	33990
41	3082010	Levothyroxine	Tab.	12.5mcg	Strip of 10	9140	1830
42	3082011	Levothyroxine	Tab.	125 mcg	Strip of 10	440	180
43	3082012	Levothyroxine	Tab.	150 mcg	Strip of 10	240	100
44	3082013	Levothyroxine	Tab.	25mcg	Strip of 10	17220	3440
45	3082015	Levothyroxine	Tab.	87.5 mcg	Strip of 10	240	70
46	2037008	Lignocaine (preservative free)	Inj	2% (21.3mg/ml)	50ml Vial	9790	6640
47	1061007	Lignocaine Hydrochloride	Oint	5%	20gm tube	16600	7760
48	3678019	Lorazepam	Inj	2mg. / ml.	2ml. amp.	20710	2490
49	3386014	Lubricating Eye Drops (hydroxy propyl methyl cellulose or sodium carboxy methyl cellulose 0.3- 0.5% + stabilised oxichloro complex 0.005- 0.008%). (Preservative Free)	Eye Drpos	Hydroxy propyl Methyl Cellusoe or Sodium Carboxy Methyl Cellusoe o.3-0.5% + Stabilized oxy chloro complex 0.005-0.008%	10 ml	365580	79690
50	3471006	Magnesium sulphate	Injection	50% w/v	2 ml amp.	126170	4900
51	3010009	Methylprednisolone	Inj	125 mg./ Vial	2ml Vial (with diluent or separate diluent)	41110	27960
52	2938002	Metoclopramide	Inj.	5mg/ml aml.	2 ml vial	469920	29330
53	2034023	Metoprolol	Tab.	25mg Extended Release	Strip of 14	49900	18620
54	3156018	MMR (Live Vaccine) USP Measles, Mumps and Rubella Vaccine (Live) is a freeze-dried Freeze-dried vaccine with sterile diluent in corresponding quantity. The diluent does not contain any added antimicrobial preservative.	Inj.	The minimum virus concentration to be not less than 1000 CCID50 measles virus; 5000 CCID50 mumps virus and 1000 CCID50 rubella virus per single human dose.	2.5ml vial 5 doses plus overfill of 15%.)	96240	345600
55	3984025	Multivitamin	Inj.	As per Schedule-V of Drugs and Cosmetics rules 1945, GOI	vial	127130	38140
56	3984026	Multivitamin (Calcium Dibasic Phosphate, Dexpantenol, Ferrous Fumrate, Folic Acid, Nicotinamide, Potassum Iodide, Vitamin A, Vitamin B1, Vitamin B12, VitaminB2, VitaminB6, VitaminC, VitaminC, Vitamin D3, VitaminE, Zinc Sulphate, Copper Sulfate, Magnesium oxide, manganese sulfate)	Tab.	As per Schedule-V of Drugs and Cosmetics rules 1945, GOI	Strip of 10	2181170	85930

57	3323011	Naphazoline Hcl + Chlorpheniramine + Zinc Sulfate	Eye Drop	Naphazoline hydrochloride 0.05-0.1% + Chlorpheniramine maleate 0.01-0.1% + Zinc Sulphate 0.12 - 0.15 % + Benzylalkonium chloride as preservative- till 012 % Optional addition of Menthol/ Camphor - 0.0025 - 0.005 %	5 ml vial	276220	110480
58	3321018	Natamycin	Eye Drops	5%	5 ml Vial	11640	10700
59	2279001	Permethrin	Lotion	1%	60ml Bottle	152810	30800
60	3471010	PGF 2 alpha as tromethamine	Inj	250mcg/ml.	1ml amp.	24020	72070
61	1532004	Pheniramine maleate	Syr.	15mg/5ml	60 ml Bottle	403670	43920
62	2144003	Povidone Iodine	Mouth Wash	1%	120 ml Bottle	156680	47380
63	1532015	Promethazine Hydrochloride	Inj.	25mg/ml	1 ml amp.	101150	7930
64	3984013	Pyridoxine (Pyridoxal phosphate) Vit B6	Tab.	10mg	Strip of 10	80340	15590
65	3263014	Rocuronium	Inj	50mg/5ml	5 ml pack	13980	37030
66	2853017	Sodium Chloride	Nasal Drop	0.90%	10ml	73010	9740
67	1219019	Sodium Valproate	Inj	100 mg./ ml.	5ml vial	29520	11900
68	2749013	Streptokinase	Inj	15,00,000 IU/vial	One vial	2960	32510
69	3321003	Sulfacetamide	Eye drops	20%	10 ml vial	133440	19780
70	2144001	Tannic Acid	Gum Paint	10%	10 ml bottle	111060	12950
71	3156022	Typhoid Vaccine (Vi antigen), Capsular Polysaccharide of salmonella typhi Ty2 25mcg with phenol IP as preservative 0.25% w/v	Inj.	Contains purified Vi 25 mcg Inactivated	2.5ml vial ((5 dose vial) (with 15% over fill))	96600	214450
72	1318057	Vancomycin as hydrochloride	Powder for Inj.	250 mg.	250 mg. vial	1930	5080
73	3984031	Vitamin B12 (Cyanobalamin)	Tab.	500mcg	Strip of 10	175560	70220
74	3984036	Vitamin B2 (Riboflavin)	Tab.	50mg	Strip of 10	15000	7500
75	3984008	Vitamin D3 (cholecalciferol)	Inj	6 lac IU/ ml.	1ml amp.	16980	6790
76	3984018	Vitamin K	Inj.	1mg/ 0.5 ml	0.5 ml amp.	118390	33070
77	2853019	Wax dissolvent	Ear Drop	Para dichloro benzene 2% w/v + Benzocaine 2.7% w/v + Chlorobutol 5% w/v + turpentine oil 15% w/v	5ml	134110	18130
78	3678023	Zolpidem	Tab.	5mg	Strip of 10	23120	3850

## 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 & lind 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 Hospital	Jaffarpur Village New Delhi-110073.
40	Sanjay Gandhi Memorial Hospital	S-Block Mongol puri Delhi-110083.
41	Sardar Vallabh Bhai Patel Hospital	East Patel Nagar New Delhi-110008.
42	Satyawadi Raja Harishchander Hospital	Narela Delhi -110040
43	School Health Scheme	Parshant Vihar, delhi
44	Asha Kiran, Social Welfare Dept	Rohini, Dilshad Garden
45	Stores declared subsequently in Delhi Area	
46	Directorate of Health Services	Karkardooma, Delhi
47	District Drug Stores	
48	CDMO (North-East)	
49	CDMO (West)	
50	CDMO (South-West)	
51	CDMO (North)	
52	CDMO (SOUTH)	
53	Consignee as decided by TIA, in Delhi.	