



**GOVERNMENT OF INDIA
OFFICE OF THE MEDICAL SUPERINTENDENT
V.M.M.C. & SAFDARJUNG HOSPITAL
NEW DELHI-110029**

e-Tender

No.: STOR-IVFS/2/2022-I.V FLUID

Dated : 28.10.2024

Rate Contract for Purchase of I.V. Fluid for V.M.M.C. & Safdarjung Hospital

Notice Inviting Tender (NIT)

On behalf of President of India, The Medical Superintendent, V.M.M.C. & SAFDARJUNG HOSPITAL invites open e-Bids in Two Bid System (i.e. Techno-commercial Bid and Financial Price Bid) from eligible Drug/I.V.Fluid Manufacturers online through e-procurement CPP portal (www.eprocure.gov.in) on mutually agreed terms and conditions and satisfactory performance for the supply of HOSPITAL DRUGS/I.V.FLUID Items to Medical/I.V.Fluid Store at Safdarjung Hospital, New Delhi.

Introduction:

The **V.M.M.C & Safdarjung Hospital** is catering all essential drugs/Medicine/I.V. Fluid items to all indoor & outdoor patients. The list of Drugs/Medicine/I.V. Fluid items required by SJH is enclosed herewith for your information/reference. SJH has decided to request all interested prospective Manufacturing Companies/Firms having form-fill-seal technology or blow-fill-seal technology (as per Drugs & cosmetic rules 1945 act as amended up to date) to submit their proposal as per prescribed manner in E -Tendering solution of **V.M.M.C & Safdarjung Hospital** as per e-Tender Schedule mentioned in the e-Tendering Solution.

The Bidder shall bear all costs associated with the preparation and submission of its bid and client will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Tender documents may be downloaded from the website www.eprocure.gov.in.

NOTE:- NO FEE FOR ONLINE TENDERING.

CRITICAL DATE SHEET

Sn.	Particulars	Date	Time
1.	Publish Date	28.10.24	05:00PM
2.	Bid Document Download	28.10.24	05:00PM
3.	Bid Submission start date	28.10.24	05:00PM
4.	Bid Submission End Date	23.11.24	05:00PM
5.	Technical Bids Opening Date	25.11.24	11.00 PM

EMD : As below:-

The EMD should be Rs. 2,00,000/- (Rs. Two lakh Only), whether any Tenderer participating for Single Item or All Items against this e-Tender enquiry in the form of DD/FDR/Bank Guarantee drawn from RBI Approved Bank in favour of “Medical Superintendent, Safdarjung Hospital, New Delhi”, payable at New Delhi accompany with tender form envelope, failing which the tender will be rejected. The Tender Number, due date and complete address of the firm should also be written on the back of the F.D.R./DD/BG & Envelope. No interest will be payed on EMD.

S.No.	Name of the Group	Annual Turnover	Opening Date & Time
1.	I.V. Fluids Group	Rs. 10 Crore	

- **Hard Copies of EMD and Undertakings** should be submitted in a sealed envelope in original in the Tender Box Kept in the Office of Medical Superintendent, Hospital Building, V.M.M.C & Safdarjung Hospital, New Delhi on or before OPENING OF TENDER.

Complete details of the bidder should also be mentioned on envelop.

1. EMD (as per NIT) in the form of FDR/DD/Bank Guarantee from **RBI Approved Bank**, in favour of “**Medical Superintendent, Safdarjung Hospital, New Delhi.**” valid for **six months** period from Technical Bid Opening date.
2. Original copy of **Undertaking for acceptance of all Terms & Conditions** mentioned in this E-Tender on letter head of firm as per **Annexure–I**, duly self-attested.
3. Original copy of **Annexure-III, (Manufacturer’s Authorization)**
4. Original copy of list of quoted items along with exact page no of technical bid where DL/IL, GMP certificate & M & M certificates are attached (for each of quoted medicine/IV Fluid).
5. Original copy of **Undertaking for Criminal Liability** on Non-Judicial Stamp Paper worth of Rs. 100/- as per **Annexure – II**, duly self-attested.

Hard Copy of all documents of technical bid which are uploaded on procurement portal may also be submitted in tender box.

Note: - Hard copy of all the above-mentioned documents excluding EMD and undertaking will be used for reference and clarification only. The technical evaluation will be done only as per uploaded documents.

* You can submit your queries/clarifications if any (for this tender), in the office of Medical Superintendent Safdarjung Hospital in writing or through email (msoffice@vmmc-sjh.nic.in), within seven days of publishing of tender on CPP portal.

**Medical Superintendent
Safdarjung Hospital**

Expected Approx Annual Demand of I.V. Fluid Items for the financial 2024-25 is as under:

S.No	Nomenclature	Acc. Unit	Qty. Required (Approx.) (Annually)
1.	Inj. Dextrose 5% 500 ml. I.P.	Bottle	72,000
2.	Inj. Dextrose 10% 500 ml. I.P.	Bottle	30,000
3.	Inj. 0.9% Sodium Chloride with 5% Dextrose I.P. 500 ml. (DNS)	Bottle	1,50,000
4.	Inj. Compound Sodium Lactate I.P. 500 ml. (RL)	Bottle	4,00,000
5.	Inj. Sodium Chloride 0.9% 500 ml. I.P. (NS)	Bottle	11,00,000
6.	Inj. Mannitol 20% 350 ml. I.P.	Bottle	40,000
7.	Inj. Paediatric maintenance infusion (multiple electrolytes & dextrose Inj. Type 1 IP/BP/USP) 500 ml. (Iso- P)	Bottle	15,000
8.	Inj. 0.45% Sodium Chloride with 5% Dextrose I.P. 500 ml. N/2	Bottle	30,000
9.	Inj. 0.33% Sodium Chloride with 5% Dextrose I.P. 500 ml. N/3	Bottle	On Demand
10.	Inj. 0.225% Sodium Chloride with 5% Dextrose I.P. 500 ml. N/4	Bottle	On Demand
11.	Plasmalite (Paed. Cardioplegia Fluid) 500ml.	Bottle	On Demand
12.	Inj. 0.9% Sodium Chloride 3 litre I.P.	Bottle	30,000
13.	Balance Salt Solution (demand from Eye O.T.) 500ml.	Bottle	On Demand
14.	Inj. Normal Saline 0.9% (500 ml. in Glass)	Bottle	15,000
15.	Inj. Normal Saline 0.9% (100 ml in Glass)	Bottle	4,00,000
16.	Glycine 3 litre	Bottle	1,500
17.	HTK Solution 1000 ml./pack/bottle	Bottle/Pack	250
18.	HTK Solution 500 ml./pack/bottle	Bottle/Pack	On Demand
19.	Sodium Chloride 3% (100ml.in Glass)	Bottle	20,000
20.	Dextran-40/Lomodex 500 ml.	Bottle	On Demand
21.	Inj. Sterile Water 500 ml.	Bottle/Pack	6,000
22.	Inj. 0.9% Normal Saline 1 litre	Bottle	2,500
23.	Inj. Dextrose 25% 100ml	Bottle	100
24.	P D Fluid (1L, 2L, 3L)	Bags	20
25.	Gastric replacement solution (Glucose 50 gm, Sodium 65 meq, Potassium 17 meq, chloride 150 meq, Ammonium 69 meq/liter)	Bottle	5,000
26.	Sterile Water 05 ml	Bottle	2000
27.	Sterile Water 10 ml	Bottle	2000

Two Bid System Terms & Conditions

The tender shall be submitted in two parts online:

- (i) **Techno-commercial Bid:** Techno-commercial bid consist of copy of all signed and legible scanned technical documents as per tender documents.
- (ii) **Financial Bid:** The Price Bids of bidders, who qualify at Techno-commercial Bid Stage, will be opened thereafter. **Schedule of price bid in the form of BOQ_XXXX.xls**

The Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. **Bidder shall not tamper/modify downloaded price bid template in any manner.**

- **Validity of Tender:** The validity of the Bid tender Document shall be for **120 days** and after the acceptance and issue of Notification of award/conclusion of Rate Contract, the rates shall be valid for initial Two year extendable further One year on mutual agreement basis (and providing appropriate Performance Bid Security) after completion of initial Two years period.
- **EMD** (Refundable after expiry of the tender on e-procurement solutions): AS PER SCHEDULE ON E-PROCUREMENT PORTAL against this Tender Notice:

Exemption: Firm registered with NSIC, SC/ST, SSI, MSME (for sale of medicines) are exempted from submission of EMD. Govt. of India/State Government departments/Undertakings are also exempted from EMD as per Govt. Notification. However, the respective firm/departments have to submit the relevant certificates to avail this exemption. All the benefits for MSME in the Tender (i.e. EMD/Experience/Turn over etc.) may be considered to the firm Registered according to “The medium, Small and Micro Enterprises development (Amendment) Bill, 2018”.)

Note: - (Rate to be quoted online by bidder in BOQ Excel Sheet only (Bills of quotation))

Clarification on Bidding Documents

All the bidders who wish to post queries/clarification must submit their queries in writing. The clarification of the queries would be uploaded on the website for Bidders information. Bidders are required to consider all the clarifications/amendments while preparing their bid proposals. **Therefore, Bidders are requested to visit the said website on regular basis for checking necessary updates. These changes can be incorporated up to 7 days before the last date of bid submission.**

Important: The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding document. The bid should be precise, complete and in the prescribed format as per the requirement of the bid document. The bid should not be conditional. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.

Manual bids shall not be accepted.

Chapter I : INSTRUCTIONS BIDDERS FOR ONLINE BID SUBMISSION

(Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-procurement at <https://eprocure.gov.in/eprocure/app>)

1. Possession of valid Digital Signatures Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the procurement site using the ‘Click’ here to Enrol” option available on the home page. Portal enrolment is generally free of charge. During enrolment/registration, the bidders should provide the correct /true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email -id provided.
3. Bidder need to login to the site through their user ID/password chosen during enrolment/registration.
4. Then the Digital Signatures Certificate (Class II or Class III certificate with signing key usage) issued by SIFY/TCS/nCode /eMudra or any Certificate Authority recognized by CCA India on e Token/Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
7. After downloading/getting the tender documents/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
8. If there are any clarification, this may be obtained online through’ the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
9. Bidder then logs in to the site through the secured log in by giving the user id/password chosen during enrolment/registration and then by given the password of the e Token/Smart Card to access DSC.
10. Bidder selects the tender which he/she is interested in using the search option & then moves it to the ‘**My Tenders**’ folder.
11. From my tender folder, bidder will select the tender to view all the details indicated.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
13. If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder should take into account the corrigendum published from time to time before submitting the online bids.
14. The bidders can update well in advance, any documents (if any) under **My space** option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids. .For and on behalf of the President of India (Signature of Tenderer/s)
15. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xis/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through ZIP/RAR and the same can be uploaded, if permitted. Bid documents may be scanned with 200 dpi with black and white option. However if the file size is less than 1MB the transaction uploading time will be very fast.
16. Bidder should submit the Tender Fee/EMD as specified in the tender. The original hard copies of asked documents should be dropped in tender box placed in the office of Medical Superintendent within the bid submission due date & time for the tender not later. Signed and Scanned copy of the instrument should be uploaded as part of the offer.
17. While submitting the bids online, the bidder should read the terms & conditions and accept the same to proceed further to submit the bid packets.

18. The bidder has to select the payment option as offline to pay the Tender FEE/EMD as applicable and enter details of the instruments.
19. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
20. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document and are clear about the requirements of the tender requirements.
21. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
22. If the price bid format is provided in a separate sheet file like BoQ-xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
23. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
24. After the bid submission (i.e. after Clicking “Freeze Bid Submission’ in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
25. The time settings fixed in the server site & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc, in the e-tender system. The bidders should follow this time during bid submission.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyer’s/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. On behalf of the President of India (Signature of Tenderer/s)
27. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (x) exit option in the browser.
29. For any queries regarding e-tendering process, the bidders are requested to contact or send a mail over to – cppp-nic@nic.in.

Chapter II : Conditions of contract

GENERAL TERMS AND CONDITIONS

1. The Tenders are to be submitted by the manufacturer / importer only (Contract manufacturing is also allowed with legal agreement). However, Manufacturer can authorize one of their supplier / distributors / Stockists for purpose of making supply, raising bills, collecting payments etc. only after selection in the tender. In such case the manufacturer has to accept all the responsibility and liability for any lapse on the part of the supplier / distributor / stockiest.
2. 3rd party manufacturer or P2P (Principal to Principal) or Loan Licensing are also allowed with legal agreement in this regard. Considering existing “Act” and “Rules” under The Drugs and Cosmetics Act 1940 and The Drugs and Cosmetics Rules 1945, for deliveries done under these, the drug supplying firm will also be responsible for quality, effectiveness and other regulatory compliance.

Only those firms will qualify to compete, who meet the following eligibility criteria.

ELIGIBILITY CRITERIA :

- I) The manufacturing firm should have **manufacturing & marketing certificate of minimum two years** for the molecules quoted by them duly certified by Centre/ State Drug Controller. **The certificate should be valid at the time of opening the tender.**
- II) Schedule ‘ M ’ certificate issued to the pharmaceutical firm (s), should be valid at the time of submission of tender as well as on the date of tender opening.
- III) Valid WHO-GMP/GMP certificate clearly indicating the products (molecule/drug) issued by Centre/ State Drug Controller.
- IV) **In case of imported Drugs (i.e. Not manufactured in India),** COPP (Certificate of Pharmaceutical Products)/import license and copy of the import registration of that particular molecule quoted in the tender indicating the list of products should be submitted. (For imported items manufacturing and marketing experience should be for manufacturer and not applicable for importer in India).
- V) Public Sector Undertakings with at least 2 year’s market standing having manufacturing license issued by **Centre/ State Drug Controller.**
- VI) In case of newly introduced drugs/molecules, the manufacturer can be eligible provided that the firm submits a certificate from the DCG(I), in this regard.
- VII) Firms which have USFDA approval for export/selling of specified drugs in USA, may submit copies of approval documents from USFDA in support of their claim.
- VIII) All the bidders are directed to mention the page number of the tender document where WHO-GMP/GMP as per revised Schedule- M / COPP are uploaded & page number of manufacturing license for indigenous drugs / import license for imported drugs clearly mentioned with Techno-commercial Bid Document. Merely mentioning the word **‘Uploaded’** may lead to rejection of tender / bid.

- IX) Firms which manufacture specialized niche products (molecules) and have more than 10% of the market share (for that molecule) will be allowed to quote these products in the tender. Firms shall have to submit documentary evidences of **10 % of market share certified** by an independent accredited agency. For such products/items, turn over clause will not be applicable.
- X) The bidder should submit an undertaking for acceptance of Terms & Conditions **“Annexure-I”** to the effect that they have necessary infrastructure for supply the medicines/IV Fluid items and when required by the indenter.

a. The tender shall also be rejected if:

- i) A firm submits Conditional tender;
- ii) More than one type of rate is quoted for one product.
- iii) Requisite documents authentic and legible scanned copies not uploaded.

b. The bidder should quote only one rate for each item as **Basic Price per unit + GS T extra (actual GST % should be mentioned), if any.** Rates quoted should be in words and in figures. No correspondence in this regard will be entertained at a later date and **Total Rate to F.O.R** quoted in the tender will be treated as final for all purposes.

c. If you are indicating **‘No Tax’** while quoting rates for any item, enclose a copy of Certificate issued from the concerned **COMMERCIAL TAX DEPARTMENT** in support of Tax-exemption granted for the item. The certificate should clearly show whether tax exemption is granted for that particular item or for all the items manufactured by the firm.

d. PERFORMANCE SECURITY DEPOSIT

The successful Bidder will be liable to deposit one **time 10% amount of estimated yearly bill value of their L-1 Rank. It needs to be submitted in the form of “Irrevocable Performance Guarantee DD/Bank Guarantee/ fixed deposit/Indemnity Bond” from RBI approved bank within stipulated time of 30 calendar days of bid opening before award of contract. It should be valid for minimum 2 years and 60 days from the date of award of contract. Failing to deposit**

Performance Security Deposit, the EMD shall be forfeited. Failing to deposit Performance Security Deposit, the EMD shall be forfeited.

2. As per office memorandum No. F.1/1/2021-PPD dt. 21.04.22 GOI, Ministry of Finance, Department of Expenditure: If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required for the performance of the contract or otherwise withdraws from the procurement process. The Procuring Entity Shall **re-tender of that item** and the company will be blacklisted for five year in future all hospital tender.

- e.** Supply-order will be placed from time to time during the tenure of the contract, as per actual requirement, in which the exact quantities required on each occasion together with the date of delivery shall be specified in the purchase order.
- f.** Supply orders placed against the contract, on or just before last date of the tenure of contract will have to be accepted /honored by the supplier.
- g.** **No guarantee can be given as to the minimum quantity which will be demanded against this contract, but the supplier will supply such quantity as may be ordered by the Purchase Officer during the tenure of the contract.**
- h.** **The Medical Superintendent, Safdarjung Hospital, New Delhi** or his nominee reserves the right to reject any or all tenders including the lowest quotation which is not confirming to the specification and other terms and conditions. No correspondence, in this regard, will be entertained.
- i.** **The Medical Superintendent, SAFDARJUNG HOSPITAL** or his nominee reserves the right to invite at his sole discretion, separate Rate quotations/Enquiry to effect purchase

outside this contract in the event of any urgent demand arising in Safdarjung Hospital, where no stock is held or otherwise.

- j. Rate should be quoted strictly according to the required specifications, and in the case of formulations, detailed formula along with the connected literature, Drug licenses etc. should be furnished. The name of the manufacturer and the brand name should also be stated.

3. DELIVERY OF THE SUPPLIES/STORES: -

- I) Delivery of stores shall be **F.O.R to SAFDARJUNG HOSPITAL, New Delhi**. The SJH is not liable for payments on account of freight/taxes/expenditures, which are to be paid inclusively by the suppliers.

The delivery period **should not exceed 20 (Twenty) calendar days** for all supplies but in emergency the **delivery period may be reduced to up to 7 (Seven) calendar days** and firm is bound to supply the items within DOD (Date of delivery) period. Such supply orders shall be stamped "Emergency" to distinguish them from routine orders. Bidders are hereby directed to quote the rates of only those drugs/Medicine/I.V. Fluids for which they can ensure supply within 20 calendar days of issue of supply-order along with Test Report on Form 39 from Govt. approved analytical testing laboratory **AND** from in house Test Lab (approved by NABL (National Accreditation Board for Testing and Calibration Laboratories) or in-house test reports from GLP Certified Drug Manufacturing Units without which the supply will not be accepted. **In case of failure to either supply the goods within DOD (Date of delivery) period or if goods are not accompanied with Lab Test report, they may be debarred from participating in the existing orders as well as future tenders of SAFDARJUNG HOSPITAL, New Delhi for two Years and their EMD Bid Security/Performance Security Money may be forfeited and risk purchase clause will be invoked. However, in case of imported drugs, In house Test Report of the Company will be accepted and the delivery period in this case for Imported Drugs will be 60 Days from date of Issue of Supply Order to SAFDARJUNG HOSPITAL, New Delhi.** The Medical Superintendent of this hospital shall have power to relax Test Report in form 39 (or from NABL accredited laboratory) up to an order value of **Rs.2,50,000/-**, but Tenderer shall have to provide manufacturer's Test Report (in house test report), along with undertaking and guarantee certificate at the time of supply)

- II) **Penalty:** will be deducted from the bill of erring firm i.e. **0.5% (half percent) of the total value of the item covered in the order as penalty per week subject to a maximum of 5% (Five percent)** unless extension is obtained in writing from the office on valid ground before expiry of delivery period. If supply of delivery is delayed more than 10 days from DOD. The supply order will be treated automatically as cancelled. **The item would be arranged either through local purchase or from open market or from L2 bidder under Risk Purchase without any information. The difference amount shall be recovered from the pending dues or EMD Bid Security/Performance Security Money of the firm.**
- III) **Firm may be rejected for bidding the item/items owing to past performance (i.e. no drug supply or late drug supply).**
- IV) The approved rate contract holders should supply all their ordered items within Date of Delivery period as per Supply order Terms and Conditions these terms should be strictly adhered to. **In case they fail to supply the item within DOD period, NO reminder shall be sent and in case of NO response from firm or NO delivery in next 10 calendar days, penalty will be imposed as per TnC.** The item would be

arranged either through local purchase or from open market under Risk Purchase without any information in this regard. The difference amount shall be recovered from the pending dues or EMD Bid Security/Performance Security Money of the firm.

- V) The firms should give an undertaking to the effect that they will be **legally bound** to supply the medicines/drugs/I.V. fluids, for which they have quoted the rates in the tender during the validity of the contract. In case, they fail to execute any supply-order placed to them **within 20 days in routine & within 7 days in emergency** from the date of placement of purchase order, they will be liable for action against them.
- VI) Before making the supply, approved rate contract holder should ensure that all labels of cartons, ampoules, vials, bottles, Can jars, tubes etc. should be embossed, imprinted, stamped with letters, other requirements like **“HOSPITAL SUPPLY NOT FOR SALE”** stamp with permanent ink on each item/strip up to primary level. The supply Challan should be accompanied by test report from NABL accredited **lab**. While delivering the supplies, the firm will ensure that quantities are as per challan, quality of material is as per Rate contract specifications etc.

VII) Supply timings to Supply Drugs Items to Medical (I.V.Fluid) Store of Safdarjung Hospital :

**Supplier Agency expected to give prior intimation to
The Hospital Medical (I.V.Fluid) Store (Officer Incharge)Preferred
Timing for supplies:**

Timing: 09.30 PM to 03.00 PM (on each working day from Monday to Friday) &Timing:
10.00 AM to 12.30 pm (on Saturday).

For Urgent/Emergency items, the timing shall be decided by mutual understanding basis.

- a. **MARKING:** Each packing shall be marked with nomenclature of the drug and shall be labeled in accordance with the requirement of the Drugs and Cosmetics Act, 1940 and the rules made there under.
- b. **PACKING :**
- 1) Tendering firms must quote for the packing specified against each item in the schedule annexed to the rate-enquiry, as any other packing may not be accepted.
 - 2) Where no pack is specified, bidders may quote for standard pack which is available in the market.
 - 3) Loose supplies / damaged packing / tampered or damaged labeled supplies shall not be accepted under any circumstances.
 - 4) Rates should be quoted for strip packing only except where mentioned.
 - 5) Supplies to be made in the box of Standard packing. However tablets/capsules in loose pack (tin/bottle) shall not be accepted.
 - 6) Liquid orals to be supplied only in glass / plastic bottles.
 - 7) It should be ensured that only first use packaging material of uniform size including bottles and vials, is used for making supplies on the basis of rate-contract.
 - 8) All primary packing containers should be strictly conforming to the specification included in the relevant pharmacopoeia.

- 9) Packing should be able to prevent damage or deterioration during transit.
- 10) All containers i.e. bottles, cartons, tubes etc. are required to be secure with pilferage-proof seals to ensure genuineness of the products packed and the correctness of the contents.

c. LIFE PERIOD:

- i. Short- life items should not have passed 1/5th life at the time of supply.
- ii. The firms should confirm that the supplied medicines/drugs/I.V. Fluids are properly packed, having the minimum 80% Shelf life on the date of supply. If the medicine Item's life is nearer to its 20% Shelf life, the Supplier Agency is **bound to take it back and replace with new one** having minimum 80% shelf life without any additional cost to SJH as and when intimated in writing, if not replaced authority may deduct the cost of expired drugs from the pending bills/EMD/Performance security.
- iii. In respect of items not covered by clause (i) & (ii) above, items should **BE MORE** than one year from the date of **SHELF LIFE** at the time of supply.
- iv. If any store/stores supplied against the contract are found to be not of standard quality as per specifications on analysis and/or on inspection by competent authority, the Hospital will destroy the entire consignment against the particular invoice, irrespective of fact that part of the supplied stores may have been consumed. The Hospital shall not be liable to make any payments in lieu of inferior items.
- v. **If the firm fails to make fresh supplies in lieu of substandard quality of drug, it is liable to be debarred for two years in respect of all the items in the rate-contract of this Institute and EMD/Performance security shall be forfeited.**
- vi. In any case of drug reaction, the case would be referred to **Adverse Drug Reaction Committee** for further action.
- vii. The purchaser will not pay separately for transit insurance and the contractor will be responsible for delivery of items covered by the supply-order in good condition at the specified destination and for this purpose, freight, insurance, etc., if any will have to be borne by the supplier.
- viii. The supplier shall arrange to effect free replacement of any quantity which may deteriorate in potency, strength etc. before the date of expiry marked on the labels.
- ix. No document regarding import license for raw material etc. can be given by SJH.
- x. In case of controlled drugs by the Government, the quotation must be sent subject to the controlled rates and other conditions and supplier will be paid at the controlled price or rates offered by the supplier whichever is less. Controlled drugs must be clearly mentioned as such in the bidder's Technical Bid Item List.
- xi. Withdrawals of tenders along with the earnest money will be allowed before the date of opening of tenders.

d. After opening of tenders:

- a) No change/alteration on plea of clerical or typographical error in rates or other terms in the tender will be permitted under any circumstances.

- b) Withdrawal of the complete tender can be allowed but in such cases, the earnest money deposit shall be forfeited in full.
- c) Partial withdrawal (in respect of one or more items quoted) will not be allowed under any circumstances.
- e. **RATE-REVISION:** Successful bidders shall not be entitled to any rate-revision of price for any reason except Govt. levies which become applicable after finalization of rate contract along with adequate documentary proof thereof.
- f. **INSPECTION OF MANUFACTURING COMPANY/FIRM PREMISES:** The **Medical Superintendent** or his nominee reserves the right for inspection of the pharmaceutical firms participating in the tenders, by officers appointed by the **Medical Superintendent**. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies on the basis of rate-contract and to ensure that good manufacturing practices/proper storage practices are being followed by the manufacturer/distributor. The decision of the **Medical Superintendent** shall be final in this regard.
- g. **INSPECTION OF SUPPLIES:-**
Inspection will be done by the duly constituted committee by the Medical Superintendent in Safdarjung Hospital premises.
- h. **PHARMACOPOEIAL SPECIFICATION:**
Pharmacopoeia' specifications i.e. IP/BP/USP should be clearly mentioned against each drug/constituent of the drug quoted as per the provisions of Drug and Cosmetics Act, 1945.
- i. Information should be uploaded with this e-tender. Furnishing of false information will make the bidder ineligible and the firm will stand blacklisted.
- j. **DISPUTES AND ARBITRATION:**
All disputes or differences arising during the execution of the contract shall be resolved by the mutual discussion failing which the matter will be referred to an Arbitrator who will be appointed by the **Medical Superintendent** for Arbitration for settlement of disputes in accordance with Arbitration & Conciliation Act 1996 or its subsequent amendment, whose decision shall be binding on the contracting parties.
- k. **LAW GOVERNING THE CONTRACT: -**
The laws of the Government of India shall govern this contract. The Delhi High Court of New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
- l. Any failing or omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the other, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to 'force majeure' conditions.

- m. The manufacturer shall furnish a non-blacklisting/non-debarring certificate that the firm has not been blacklisted by any government/ Private institution. **The manufacturer has to give an affidavit on non-judicial stamp paper of Rs.100/- duly attested by notary that there is no vigilance/CBI/FEMA case pending against the manufacturer at the time of submitting the tender.**
- n. Conditions of advance payments shall not be accepted.
- o. The Tenderer shall furnish following certificates invariably along with techno-commercial bid, as applicable and **fill all columns along with exact page number for products quoted column , valid Drug License column , WHO/GMP certificate column, Experience MMC otherwise quotation shall be summarily rejected: -**
- p.
- a. A declaration by the proprietor of the firm, in case, the firm is proprietorship firms on non-judicial stamp paper of worth Rs. 100/- duly attested.
 - b. An attested copy of partnership deed duly registered by the Registrar of Firms, incase, of partnership firm.
 - c. An attested copy of article of memorandum with constitution of firm and guidelines, in case, of private limited firm with name, photo& signatures of all Directors.
- q. **PAYMENTS: -**
Payments will be made only after the acceptance of the supplies as per terms and conditions and specification against the supply order in the designated place of Hospital or Hospital Medical (I.V.Fluid) Store duly approved on satisfactory inspection, acceptance in the concerned department/Inspection Committee nominated by Medical Superintendent in good condition against the pre-receipted bills in triplicate along with delivery challans, Consignee Receipt Certificate, Final Acceptance Certificate and Confirming the submission of Performance Security Guarantee.
- r. **OTHERS:-**
Technical Evaluation Committee/Procurement Committee and other committees as constituted by the **Medical Superintendent** will decide regarding approval of Rates, Quantities required to be procured (i.e. increase/decrease) as per requirement of **Safdarjung Hospital** basis and conduct the necessary Inspection during receipt of supply. Decision of the **Medical Superintendent** will be final and binding to all parties.

No bidder/or his representative shall bring or attempt to bring any political or other outside influence to bear upon any superior authority or hospital functionaries to further this business interest. In doing so, tender of the concerned bidder will be rejected without assigning any reason.

Exclusive right: Medical Superintendent, Safdarjung Hospital, New Delhi.

The Medical Superintendent, Safdarjung Hospital, New Delhi has the full and exclusive right to accept or reject, increase or decrease order quantity, any or all the tenders without assigning any reasons and also to cancel the supply at any time without assigning any reason.

TERMS & CONDITIONS OF SUPPLY ORDER'S

Rate Contract for Supply of Hospital Drugs (I.V.Fluid) Items to the Medical (I.V. Fluid) Store, VMMC & Safdarjung Hospital, New Delhi.

1. The store should be supplied strictly in accordance with the supply order and with the approved specification/ samples.
2. The supply should be made between 9.30 am to 3.00 pm on any of the working day and 10.00 am to 12.30pm on Saturday. Part supply will be entertained only in exceptional cases with prior approval of competent authority. However in case due to any reason part supply has been made the payment will be made only after the completion of supply.
3. Supplier must ensure that every challan is to be submitted in the concerned store along with the supplies. The number and date of delivery challan must be indicated on the bill.
4. Triplicate bills duly, pre receipted on appropriate revenue stamp affixed be submitted in the name of the Medical Superintendent in respective stores.
5. The bill should be in printed form having printed bill number, GST Number as well as D.L. No. (Where applicable).
6. For Indian make Drugs items supply time will be 20 days and for imported Drugs items 60 days.
7. The Medical Superintendent, VMMC & Safdarjung Hospital, New Delhi reserves the right to extend the delivery period subject to imposition of a penalty of 0.50% per week for delayed supply subject to maximum of 5% of the value of the order.
8. All rejected stores shall be at the risk of the supplier and must be removed immediately within 15 Days time on receiving written intimation from **VMMC & Safdarjung Hospital, New Delhi.**
9. *In case it is a computer-generated bill, it must have the seal of the firm affixed on it.*

(Medical Superintendent)
_Safdarjung Hospital, New Delhi.

Chapter III : Schedule of Requirements

The prospective Tenderers are advised to read carefully following special terms and conditions required for mandatory compliance as per VMMC & SJH requirement before participation:-

1. The Quantities intimated in this Schedule of Requirement are an approximation of the Estimated Quantities needed in the first year smooth functioning of the **VMMC & SJH, New Delhi.**
2. The Estimated Quantities will vary, either increase or decrease and the decision of the Medical Superintendent **VMMC & SJH**, which shall be final and binding to all parties.
3. Each supply / new lot number will be tested for compliance with quality parameters on each occasion during the concurrency of Rate Contract. Only on Qualifying the desired Quality Parameters examined and approved by the Technical Expert Committee, Nominated by Medical Superintendent, the supply will be accepted at **VMMC & SJH, New Delhi.**
4. Under rare circumstances some of these items may not be asked for / ordered for less than the annual demand due to unforeseen conditions / change in technology / change in work protocols and the decision of /Medical Superintendent in this regard shall be final and binding to all the parties.

TECHNO-COMMERCIAL BID

- I) Signed and Scanned copies of List of items without indicating prices (i.e. un-priced list of participated items) interested by the Bidder for quote as per the Schedule of Requirement given in “**Chapter IV**”.
- II) Signed of Technical Literature/Catalogues for each item quoted duly mentioned of the Item code number as per e-tender item list should be submitted in Tender Box.(may be submitted the detail on letter head also)
- III) Signed and scanned copy of Declaration in case of manufacturer of current contract/Authorization – between manufacturer and distributor /bidder as the case may be.
- IV) Signed and Scanned copy of Declaration / authorization from the manufacturer should be submitted for every quoted item. However, if the bidder is quoting more than one item of the same make, single authorization mentioning the name of items from the manufacturer is sufficient.
- V) Signed and Scanned Copy of Valid drug License/other applicable Statutory License for Medical Consumable, wherever applicable must upload.
- VI) Signed and Scanned copy in case of imported items, Bidder should submit copy of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India and **IMPORT LICENSE AS PER CDSCO & DCGI.**
- VII) Signed and scanned photocopy of proof of last one quarter GST return filed by the participating company as applicable for current financial year.

VIII) Signed and Scanned Copy of TIN/GST Certificate showing as per prevailing rule clearly TIN/GST Number of the participating firm.

IX) Signed and scanned copy of PAN Card of the firm/company / proprietor issued by Income Tax Department. **The Manufacturing Company** should have to submit the documents of Income Tax Return Copies and Annual Turnover of the manufacturing/Selling of Pharmaceutical products during last Financial Year duly audited by a **Chartered Accountant**. The firm/company will upload documentary proof to support this claim. In case, any Firm/Company submits any forged document in support of the tender requirement and if proved at any stage, the firm would be debarred for minimum 02 years and EMD/Performance Security submitted by the Firm/Company shall be forfeited. In this regard no further correspondence whatsoever shall be entertained by VMMC & **SAFDARJUNG HOSPITAL**. Signed and attested legible scanned copies of average Turnover for last Financial Year of the participating firm must be uploaded in E-Tendering solution as follows: -

S.No.	Name of the Group	Annual Turnover
1.	I.V. Fluids Group	Rs. 10 Crore

(XI). Signed & scanned copy of the authorization Letter from Proprietor / Owner to sign the documents in case the owner/proprietor is not signing the tender document. In case of Partnership Company, the copy of authorization Letter to sign the tender document by Lead partner should be submitted by the other partner / partners. Copy of partnership deed should also be uploaded in support for necessary verification on e-Tendering solution.

(XII). The manufacturing firm should have **manufacturing & marketing certificate of minimum two years** for the molecules quoted by them duly certified by Centre/ State Drug Controller. **The certificate should be valid at the time of opening the tender.**

(XIII). Signed & scanned copy of valid WHO-GMP/GMP certificate (product-wise) as per revised schedule 'M'/COPP/ import license for imported drugs and Attested Photocopy of Drug manufacturing license/import license (along with list of products).

(XIV). Signed & scanned copy of newly introduced drugs/molecules by sole manufacturer of the product (proprietary drugs), the original manufacturer can be eligible provided the firm submits a certificate of manufacturing & marketing from the Centre Drug Controller / DCGI in support of its claim.

(XV) Signed & scanned copy of Non-conviction certificate by the Drug Controller of Center/State.

(XVI) **PERFORMANCE CERTIFICATE:** Manufacturing firms should submit a Notarized Self-Declared Affidavit stating that "They are participating in Drug or Drugs tenders for minimum two years in other similar at least two Government Hospitals/Institution/Public Sector of more than 500 beds capacity" details of such participation may be sought.

Chapter IV :-

TECHNICAL BID (LIST of the item GroupWise)-

S. No.	Name of the Hospital Drug item	Specification / Strength	Offered Pack Size	Quoted product YES/NO	Valid DL Exact Page No. in technical Bid	WHO/ GMP Certificate Exact Page No. in technical Bid	2years Experience Exact Page No. in technical Bid	Recommendation By JPC (official use) in technical Bid
1.								
2.								
3.								
4.								
5.								

(Rows as per participation of Number of Items to be inserted by the Tenderer and the duly signed scanned copy of this document should uploaded with Techno-commercial Bid Documents in the e-Tendering Solution of **VMMC & Safdarjung Hospital, New Delhi**)

Note:- Tender may be rejected if the list (Above) is incomplete.

Signature, Name of Authorized Person of the Bidder with seal

Date:..... Place:.....

Contact Cell No. :

Email ID :

TECHNO-COMMERCIAL BID DOCUMENTS CHECK LIST

(MANDATORY DOCUMENTS NEEDS TO BE UPLOADED)

(Upload duly Signed, Stamped and scanned copy of following Techno-commercial Bid Documents including Techno-commercial Bid Check List in Technical Bid Document Slot of E-Tendering Solution)

S. NO.	NAME OF DOCUMENT REQUIRED TO BE UPLOADED*	YES	NO
I	EMD (as per NIT) in the form of FDR/DD/BANK GUARANTEE from RBI approved firm, in favor of “ Medical Superintendent, Safdarjung Hospital, New Delhi. ”		
II	Original copy of Undertaking for acceptance of all Terms & Conditions mentioned in this E-Tender on Non Judicial Stamp Paper worth of Rs. 100/- duly self-attested.		
III	Original copy of Undertaking for Criminal Liability on Non Judicial Stamp Paper worth of Rs. 100/- duly self-attested.		
IV	Signed & Legible scanned copy of the Techno-commercial bid list		
V	Legible Scanned copy of List of the items with its make, pack size & country of origin without indicating prices (i.e. un-priced list of participated items) by interested Bidder for Technical Evaluation purpose on those items he wants to participate.		
VI	Legible Scanned copy of Declaration in case of manufacturer or Scanned & Attested copy of current contract/Authorization – between manufacturer and distributor /bidder as the case may be.		
VII	WHO-GMP/GMP Drug License documents etc. in support of the item may upload in the E-Tendering Solution during submission of Technical Bid by the bidders.		
VIII	Signed and Legible scanned copies of Declaration / authorization from the manufacturer should be submitted for every quoted item. However, if the bidder is quoting more than one item of the same make, single authorization mentioning the name of items from the manufacturer is sufficient.		
IX	In case of imported stores, Bidder should submit scanned and signed copy of authorization of agency agreement elaborating on the responsibility of foreign supplies / principal and service to the Bidder by the Indian Agent giving details of services available in India.		
X	The manufacturing firm should have manufacturing & marketing certificate of minimum two years for the molecules quoted by them duly certified by Centre/ State Drug Controller. The certificate should be valid at the time of opening the tender.		

Name & Signature of Authorized Signatory

Seal of the participating Bidder Company with Date

*Note:(√) in applicable column.



**GOVERNMENT OF INDIA
OFFICE OF MEDICAL SUPERINTENDENT
VMC & SAFDARJUNG HOSPITAL
NEW DELHI – 110029**

Hospital Website: www.vmmc-sjh.nic.in or www.eprocure.gov.in

Chapter V: Price Schedule

**Rate Contract for Supply of Hospital Drugs (I.V. Fluid) Items to the Medical (I.V.Fluid) Store ,
VMC & Safdarjung Hospital, New Delhi.**

**(Upload duly Signed, Stamped and scanned copy of Financial Bid in the Financial Bid Slot on the
Portal)**

The Financial Proposal/Commercial bid format is provided as BOQ_XXXX.xls along with this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not tamper/modify downloaded price bid template in any manner.

1. Bidder will quote firm rates Basic rates + GST Extra (actual GST % should be mentioned) & expenditure up to F.O.R. to **Medical (I.V.Fluid) Store , V.M.M.C. & SAFDARJUNG HOSPITAL, NEW DELHI-110029** basis , Quoted Price means that all such expenses have been taken in account by the Bidder and are inclusive in the Quoted Offered Price. Price bid will be opened whose techno-commercial bid will qualified.
2. L1 will be decided on each Item wise unit Rate basis.
3. **Format of Price Bid (BOQ)**

S. No.	Item Description	Item Code/ Make	Type of Item	Units	Basic Rate Per Unit to be entered by the bidder in Rupees	GST in Percent age (%)	Total Amount without taxes	Total Amount with taxes	Total amount in words

- I) No increase in quoted price and change in quality of product will be allowed during the validity of tender period.
- II) No item should be quoted with price more than the M.R.P. The prices should be quoted strictly in accordance with unit/quantity mentioned in the price bid format.

Signature, Name of Authorized Person of the Bidder with seal

Date:..... Place:.....

Contact Mobile No. :

Email ID :

Chapter VI: Contract Form

**Rate Contract for Supply of Hospital Drugs (I.V. Fluid) Items to the Medical (I.V.Fluid) Store ,
VMMC & Safdarjung Hospital, New Delhi.**

ANNUAL RATE CONTRACT FORM

**(Form for Entering into Rate Contract with the Qualified Tenderer on Non-Judicial Stamp
Paper worth of Rs.100/-)**

(Address of the Purchaser's/Consignee's office issuing the contract)

Contract No _____ dated _____

**(Initially valid for Two Year from the date of Commencement subject to further
extendable for One more year after mutual agreement basis).**

First Party (Purchaser/Consignee)

**The Medical Superintendent,
VMMC & Safdarjung Hospital, New Delhi. -110029**

1. Purchaser's E-Tender Enquiry document

No _____ dated _____

and subsequent Amendment No _____, dated _____ (if

any), issued by the purchaser.

This is in continuation to this office's Notification of Award
No _____ dated _____

Second Party (Supplier Agency)

2. Name & address of the Supplier: _____

3. Supplier's Bid Ref. No _____

dated _____ and subsequent communication(s)

No _____ dated _____ (if any), exchanged between the
supplier and the purchaser in connection with this tender.

4. In addition to this Annual Rate Contract Form, the following documents etc, which are
included in the documents mentioned under paragraphs 2 and 3 above, shall also be
deemed to form and be read and construed as integral part of this contract:

- (i) Schedule of Requirements (SOR);
- (ii) Important Terms & Conditions;
- (iii) Technical Specifications & Catalogues ;
- (iv) Tender Form furnished by the supplier;
- (v) Price Schedule furnished by the supplier in its tender;
- (vi) Manufacturers' Authorization Form (if applicable for this tender);
- (vii) Purchaser's Notification of Award

Note:-

Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:

(Name and address of the Supplier)

(Seal of the supplier)

Date: _____

Place: _____

UNDERTAKING

**FOR COMPLIANCE OF ALL TERMS & CONDITIONS MENTIONED IN
THIS TENDER DOCUMENT**

(To be executed on Rs. 100/-Non-judicial Stamp Paper duly attested by Public Notary)

**Rate Contract for Supply of Hospital Drugs (I.V.Fluid) Items to the Medical
(I.V.Fluid) Store , VMMC & SJH, New Delhi.**

To,

The Medical Superintendent,
VMMC & Safdarjung Hospital, New Delhi.-110029

Sir,

1. I/We, the undersigned, hereby submit my/our tender for the Registration of firm/company for the supply of Drugs/Medicine/I.V. Fluids on Two years rate contract basis.
2. I/We are now enclosing herewith the FDR/EMD Bank Guarantee/D.D.No. Dated_____Issued by Bank_____for **Rs.2,00,000/- (Rs. Two lakh only)** drawn in favour of the “**Medical Superintendent, VMMC & Safdarjung Hospital, New Delhi**” towards EMD/BID Security and shall remain in the custody of the **VMMC & SJH, New Delhi.** till decision as to the acceptance of the tender is known. **VMMC & SJH, New Delhi.** will not pay any interest for the same to me and kept in the Envelope.
3. I/We undertake that once the tender is decided, the One Time Performance Security @10% of the Contract Value of our L-1 Drugs Items as per the tentative quantity mentioned in Requirement Schedule at chapter-III will be furnished by the undersigned/Approved Firm within the 15 Days time to **VMMC & SJH, New Delhi.** by the way of FDR/DD/BANK GUARANTEE for the Period of 33 months in favour of “**Medical Superintendent, VMMC & Safdarjung Hospital, New Delhi,** payable at New Delhi and **VMMC & SJH, New Delhi.** will not pay any interest against our Performance Security Deposit.
4. I/We have noted that over written entries shall be deleted unless duly cut, re-written, initialed, duly signed and sealed (No thumb impression should be affixed).
5. I/we certify that I/we have gone through and agree to the terms & conditions mentioned herein and undertake to comply with them for the contract period (valid for Two years from the date of signing of the agreement deed plus extendable up to one year).
6. I/we, the undersigned, hereby bind myself/ourselves to supply the Drug/Medicines to **VMMC & SJH, New Delhi** during the validity of this tender & rate-contract.

7. That the Drug items shall be of the Pharmacopoeia specification and kind. The test report of the supplied batch of the Drug/ medicines will be either on Form-39 (Report of Analysis) or from in house Test Lab approved by NABL (National Accreditation Board for Testing and Calibration Laboratories) except for imported drugs and as per the requirement of the hospital. The decision of the **Medical Superintendent, VMMC & Safdarjung Hospital,**

- New Delhi** or his nominee as regards the quality and kind of the articles shall be final and binding on me. In case, the supplies are found to be of inferior quality, **VMMC & SJH, New Delhi**, reserves the right to destroy the same and our firm's name in repeating same mistake in three times will be removed from the list of the vendors at **VMMC & SJH, New Delhi** and debar our firm for future **VMMC & SJH, New Delhi**. Tenders participation for three years period.
8. **VMMC & SJH, New Delhi**. is not bound to take all or any of the articles enumerated in the chapter-III in full or in part of the estimated quantity, as the same is “**indicative**” in nature and I/We will supply the Ordered Quantity to **VMMC & SJH, New Delhi**.
 9. I/we agree that in case of failure to supply the material within the stipulated date of delivery in Purchase order. **VMMC & SJH, New Delhi**, reserves the right to arrange the same from the market/other source at my/our risk and cost. This will be recovered from the pending bill of us and even from performance security deposit already submitted by us.
 10. The conditions contained herein shall form part of and shall be taken as if they are included in the agreement to be entered into or treated as agreement itself at the discretion of the **Medical Superintendent**.
 11. I/we shall execute an agreement on Non-judicial Stamp paper of Rs. 100/- (Rupees hundred only) in case my/our tender is accepted and an agreement will be executed by me within 15 days of the intimation of acceptance of Rates for the tender failing which, my/our EMD Security Deposit will be forfeited and firm's name will be removed from the list of vendors at the **VMMC & SJH, New Delhi**.
 12. The undersigned certify that I have gone through the terms and conditions mentioned in the tender document and undertake to comply with them. I have no objection for any of the content of the tender document and I undertake not to submit any complaint/ representation against the tender document after submission date and time of the tender. The rates quoted by me/us are valid and binding on me/us for acceptance till the validity of tender.
 13. I/We undersigned hereby bind myself/ourselves to **VMMC & SJH, New Delhi**. to supply the approved awarded items in the approved prices to **VMMC & SJH, New Delhi**., during the Rate Contract period under this contract.
 14. The articles shall be of the best quality and of the kind as per the requirement of the **Hospital**. The decision of the **Medical Superintendent, VMMC & SJH, New Delhi**. (herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me.
 15. In case of any complaints from the users dept. /adverse reaction, the supply (Batch) should be replaced within 30 days with fresh Batch.
 16. I/We hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
 17. If I/We fail to supply the stores in stipulated period the **VMMC & SJH, New Delhi**. has full power to compound or forfeit the Performance Security deposit.
 18. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.

19. I/We undertake that the rates quoted by me when approved and selected by the **VMMC & SJH, New Delhi**, will be valid for Two year from the date of approval of the rate contract in the format given in chapter-VI or till extended as mutually agreed upon. I undertake to supply the stores within 45 days for Indian make Drugs items and within 60 days for imported Drugs items. I undertake to supply the order within stipulated period and if fail to supply order during the stipulated period the necessary action can be taken by the **VMMC & SJH, New Delhi**.
20. I/We undertake that if the rates of any items are lowered due to any reason, I will charge the lower rates.
21. I/We undertake that the items supplied are as per sample/catalogue/technical literature description.
22. I/We undertake that the quoted rates are not higher than that approved in any other Govt. institutions in India for the same items during the current Financial Year.
23. Affidavit regarding No CBI inquiry/FEMA/Criminal proceeding/Black listing is pending or going on against the manufacturer/Bidder firm is also enclosed. I undertake that I will not submit any irrelevant documents with the tender and in doing so I will not have any objection if my tender is rejected on that ground.
24. I/we do hereby confirm that the prices/rates quoted are fixed and are at par with the prices quoted by me/us to any other Govt. of India/Govt. Hospitals/Medical Institutions/PSUs. I/we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
25. I/we also declare that in case of change of Indian Agent or for any other change. Merger, dissolution solvency etc. in the organization of our foreign principles, we would take care of the smooth supplies and have provided written confirmation for the same.

Affirmation

1. I pledge and solemnly affirm that the information submitted in tender documents is true to the best of my knowledge and belief. I further pledge and solemnly affirm that nothing has been concealed by me and if anything adverse comes to the notice of purchaser during the validity of tender period **Medical Superintendent, VMMC & SJH, New Delhi** will have to full authority to take appropriate action as he/she may deem fit.

Signature of Bidder

(Name of Bidder)

Place

With seal of firm

Date.....



GOVERNMENT OF INDIA
OFFICE OF MEDICAL SUPERINTENDENT
VMMC & SAFDARJUNG HOSPITAL
NEW DELHI – 110029

ANNEXURE – II

CRIMINAL LIABILITY UNDERTAKING

(To be executed on Rs.100/-Non-judicial Stamp Paper duly self attested)

Rate Contract for Supply of Hospital Drugs (I.V.Fluid) Items to the Medical (I.V. Fluid) Store, VMMC & SJH, New Delhi.

I.....S/o..... Resident of

.....

..... Do solemnly pledge and affirm: -

1. That I am the proprietor /partner/authorized signatory of

M/s.

.....

2. That my firm has not been declared defaulter by any Govt. Agency and that NO case of any nature i.e. CBI/FEMA/Criminal/Income Tax/VAT/ Sales Tax/ Blacklisting is pending against my firm.

Name & Signature

Seal of the participating Bidder Company

Affirmation/Verification

ANNEXURE-III

Rate Contract for Supply of Hospital Drugs (I.V.Fluid) Items to the Medical (I.V.Fluid) Store , VMMC & Safdarjung Hospital, New Delhi.

MANUFACTURER'S AUTHORISATION FORM

To,

The Medical Superintendent,
VMMC & Safdarjung Hospital, New Delhi.-110029

Dear Sir,

Ref.

Your E-Tender document No _____, dated _____

We, _____ who are

proven and reputable manufacturers of _____ (*name and description of medicines offered in the tender*) having factories at _____, hereby authorize M/s _____ (*name and address of the agent*) to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred E-Tender Enquiry documents for the above Stores manufactured by us.

We further confirm that no supplier or firm or individual other than Messrs. _____ (*name and address of the above agent*) is authorized to submit a tender, process the same further and enter into a contract with you against your requirement as contained in the above referred E-Tender Enquiry documents for the above Stores manufactured by us.

We also hereby confirm that we would be responsible for the satisfactory execution of contract placed on the authorized agent.

We also confirm that the price quoted by our agent shall not exceed than that which we would have quoted directly.

Yours faithfully,

[Signature with date, name and designation] for and on behalf of Messrs _____
[Name & address of the manufacturers]

Note:-

1. This letter of authorization should be on the letter head of the manufacturing firm and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.
2. Original letter's scanned copy may be uploaded and handed over as and when directed.
3. The manufacturer shall be responsible for any lapses on the part of distributor.

ANNEXURE-IV

Rate Contract for Supply of Hospital Drugs (I.V.Fluid) Items to the Medical (I.V.Fluid) Store , VMMC & Safdarjung Hospital, New Delhi.

EMD BANK GUARANTEE (EMD-BG) FORMAT

Whereas _____ (hereinafter called the "Bidder") has submitted its quotation dated _____ for the supply of _____ (hereinafter called the "Tender") against the Purchaser's E-Tender Enquiry No. _____ Know all persons by these presents that we _____ of _____ (Hereinafter called the "Bank") having our registered office at _____ are bound unto _____ (hereinafter called the "Purchaser) in the sum of _____ for which payment will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20__ . The conditions of this obligation are:

- (1) If the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Purchaser during the period of its validity (180 Days):-
 - a) fails or refuses to furnish the performance security for the due performance of the contract.
or
 - b) fails or refuses to accept/execute the contract.
or
 - c) if it comes to notice that the information/documents furnished in its tender is incorrect, false, misleading or forged

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

This EMD Bank Guarantee will remain in force for a period of additional 90 Days (Ninety days) after the period of tender validity (90 Days) i.e. total validity of EMD should be 180 Days from the scheduled date of submission of Bid and any demand in respect thereof should reach the Bank not later than the above date.

Signature of the authorized Office of the issuing Branch of the Bank _____

Name and designation of the Officer _____

Seal, Name & Address of the Bank _____

Address of the issuing Branch with Telephone No. & Email ID _____

ANNEXURE-V
PERFORMANCE SECURITY BANK GUARANTEE FORMAT

**Rate Contract for Supply of Hospital Drugs (I.V.Fluid) Items to the Medical
(I.V.Fluid) Store , VMMC & Safdarjung Hospital, New Delhi.**

To,

The Medical Superintendent,

VMMC & Safdarjung Hospital, New Delhi.-110029

WHEREAS _____(Name and address of the supplier) (Hereinafter called “the supplier”) has undertaken, in pursuance of contract no _____ dated _____ to supply (Stores) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to 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 limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to 02 years and 2 months from the date of satisfactory acceptance of Supplies in the User Department at VMMC & SJH i.e. up to----- (indicate date).

.....
(Signature with date of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....
Seal, name & address of the Bank and address of the issuing Branch,
including Telephone No. & Email ID

IV) DECLARATION

I, _____ Proprietor/Partner/Director of M/s hereby declare that the Information given in this form is true and correct to the best of my knowledge and belief.

(Signature)

(Name & Designation with Stamp)

WARNING -If the information furnished in this form is found to be incorrect at any point of time, the bidder may be debarred.

* * * * *

