

**GOVERNMENT OF NCT OF DELHI
DIRECTORATE OF HEALTH SERVICES
F-17, KARKARDOOMA, DELHI-110032
(DELHI GOVERNMENT EMPLOYEES HEALTH SCHEME)**

F. No. 25(III)/DGEHS/ 401 /DHS/2014-15/

Date:

E-TENDER NOTICE

**EMPANELMENT OF CHEMISTS UNDER DGHEHS FOR SUPPLY OF MEDICINES TO
DELHI GOVERNMENT DISPENSARIES / HOSPITALS FOR THE PERIOD 2014-15**

Online tenders are invited from reputed Local Chemists for empanelment for supply of medicines to the Delhi Government Employees Health Scheme, Government of NCT of Delhi through Delhi Government Dispensaries / Hospitals. Bidders are advised to refer to the list of clusters of Dispensaries / Hospitals that is provided at Annexure-‘B’. The bidder can apply for any number of clusters provided the clusters lie within 5 km of distance from the chemist shop/establishment. The bidders are advised to quote discount only for the clusters for which they wish to apply.

The tender notice can be downloaded from the Website <http://govtprocurement.delhi.gov.in/nicgep/app> of the Government of NCT of Delhi.

Eligibility Criteria:-

1. The chemist must hold valid licenses as on the date of submission of Bid in specified forms (Form 20, 20-B, 21, 21-B and 21-C) issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidder shall further ensure that their licenses remain valid on the date of bid opening and till the end of the contract period.
2. The chemist must not have been convicted by the State drugs authorities and no case should be pending under the Drugs and Cosmetics Act and Rules.
3. The Annual Turnover of the bidder in the previous two financial years should not be less than Rs.Fifty lacs. The bidder has to submit an Audited Balance Sheet with Profit and Loss statement of the previous two financial years in support thereof.
4. The chemist shop / commercial establishment should be situated within five kilometer distance of designated cluster of Dispensaries / Hospitals.
5. A copy of PAN allotted to the individual / firm.

Enquiries shall be entertained in the pre-bid conference only. The Director Health Services reserves the right to reject all / any application received from the Chemists without assigning any reason.

Director Health Services

**GOVERNMENT OF NCT OF DELHI
DEPARTMENT OF HEALTH & FAMILY WELFARE
DIRECTORATE OF HEALTH SERVICES
F-17, KARKARDOOMA, DELHI-110032
(DELHI GOVERNMENT EMPLOYEES HEALTH SCHEME)**

F. No. 25(III)/DGEHS/401/DHS/2014-15/

Date:

NOTICE INVITING TENDER

The Delhi Government Employees Health Scheme (DGEHS) is providing comprehensive medical care facilities to the Delhi Government employees and pensioners and certain other categories of persons covered under the Scheme. As part of this Scheme, the beneficiaries are entitled to supply of medicines and drugs from the Delhi Government Dispensaries / Hospitals. DGEHS aspires to ensure timely supply of medicines / drugs to its **pensioner beneficiaries**. With this objective, the Director Health Services on behalf of the Lt. Governor of Delhi invites tenders from the eligible local chemists for supply of medicines / drugs to the Delhi Government Dispensaries / Hospitals through e-tender. The list of clusters of dispensaries / hospitals is at Annexure-B.

Prescribed tender forms alongwith detailed terms and conditions for the tender can be downloaded from the website <http://govtprocurement.delhi.gov.in/nicgep/app> free of cost as per details mentioned as under:-

Srl No.	Description of tender	Minimum annual turnover of the firm for the last two years	Last date for submission of online tender	Earnest money deposit required	Time & date for online opening of tender
1.	Supply of medicines/drugs to selected Delhi Govt. Dispensaries (Allopathic)/ Hospitals	Rs. 50 Lakhs only (Rupees Fifty Lakhs only)	02/06/ 2014 upto 1:00PM	Rs. 50000/- (Rupees Fifty thousand only)	02/06/ 2014 at 2:30PM in DGEHS Branch, 6 th floor, DHS (HQ) Delhi-110032

Tender documents complete in all respects, must be uploaded on the website <http://govtprocurement.delhi.gov.in/nicgep/app> before last date and time of submission of tender. The tenderer or their representative who wish to be present during the opening of the tender may assemble at the venue mentioned above.

Registration of bidders with application services provider (ASP) of NIC is mandatory. For details vendors may contact Toll Free No.1800 233 7313 Monday to Saturday, 09.30 AM to 06.00 PM

Director Health Services, Government of National Capital Territory of Delhi, reserves the right to accept or reject any or all or any part of the tender(s) without incurring any liability whatsoever.

DIRECTOR HEALTH SERVICES

Date of opening: 02/06/ 2014
Time of opening: 2:30P.M.

GOVERNMENT OF NCT OF DELHI
DIRECTORATE OF HEALTH SERVICES
F-17, KARKARDOOMA, DELHI-110032
(DELHI GOVERNMENT EMPLOYEES HEALTH SCHEME)

F. No. 25(III)/DGEHS/401 /DHS/2014-15/

Date:

Delhi Government Employee Health Scheme (DGEHS) envisages providing medical care facilities to the Delhi Government employees/pensioners and certain other categories. As part of this scheme, the beneficiaries are required to obtain the medicines as prescribed by the hospitals / dispensaries through Authorized Medical Attendants attached with health facilities. The directorate aspires to ensure timely supply of medicines to DGEHS beneficiaries. With this objective The Director Health services, Delhi invites e-tenders from the eligible suppliers for supply of medicines for **DGEHS pensioner beneficiaries** at Delhi Government dispensaries / hospitals in Delhi. There are total 18 clusters of Dispensaries / Hospitals. Since presently no such system exists therefore, amount of business to be generated is not available, however, expected business per for most of the clusters per annum may be Rs. 25 lac or more. All bidders need to get registered with application services provider (ASP) of NIC.

BIDDING SCHEDULE

1. Tender Document: The tender document can be downloaded from Delhi Govt. website <http://govtprocurement.delhi.gov.in/nicgep/app>
2. Pre-bid Meeting: Date & Time 19/05/2014, at 2:30PM, Venue: at Conference Hall, Second floor, F-17, Karkardooma, Delhi-110032.
3. Amount of earnest money deposit (EMD) Rs. 50000/- (Rupees Fifty thousand only) (payable in form of Demand Draft, FDR, Banker's Cheque or Bank Guarantee from any commercial bank in the name of 'Director Health Services, Delhi'.
4. EMD in sealed envelope superscribed "DGEHS Tender for supply of medicines/drugs to Delhi Govt. Dispensaries (Allopathic)- Cluster - ___" is to be physically dropped in the EMD tender box kept for the purpose at the Office of State Programme Officer, Delhi Government Employees Health Scheme, Directorate of Health Services (HQ), 6th Floor, F-17, Karkardooma, Delhi-110032 upto 1.00 PM on 02/06/2014.
5. **Date and time for submission of e-tender Bid 02/06/2014 upto 1.00 p.m.**
6. **Date and Time of Opening of e-tender Bids 02/06/2014 at 02.30 p.m.**
7. **Opening of Price Bids** tentatively on 09/06/2014, to be communicated later after scrutiny of technical bids.

SECTION- I INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK

The empanelled chemist to be known as Authorized Local Chemist (ALC) shall supply the medicines/drugs at the agreed uniform rate of discount on MRP (inclusive of all taxes) in the stipulated time on the basis of the Indents / authority slips issued by the select Delhi Government Dispensaries / Hospitals to which the chemist is attached.

2. ELIGIBILITY

- a.** The bidder must hold a valid license as on the date of Bid opening in specified forms (Form 20, 20-B, 21, 21-B and 21-C) for various categories of allopathic drugs issued by the Drug Control Authority of the Delhi under the provisions of Drugs and Cosmetics Act, 1940 and subsequent amendments as on the date of submission of Bid and also on the date of Bid opening. The successful bidder shall further ensure that their licenses remain valid till the end of the contract period. (All the relevant documents have to be scanned and uploaded onto the e-tendering website while submitting the tender).
- b.** The bidder must not have been convicted by the State Drug Authorities/Court of Law and no case should be pending against the Chemist under the Drugs and Cosmetics Act & rules against him and he should submit 'Non Conviction Certificate' from the State Drug Controller. If the bidder has multiple chemist shops, he must provide non conviction certificate for each participating licensed shop separately.
- c.** The annual turnover of the bidder should be minimum Rs. 50 lakh only (Rupees Fifty Lakhs only). The bidder must submit documentary evidence like Profit & Loss A/c, Audited Balance Sheet in support of their claim duly certified by Chartered Accountant for the last two financial years. If the bidder has multiple chemist shops, he must provide turn over as per clause for each participating licensed shop separately duly certified by statutory auditor.
- d.** The chemist shop/establishment should be situated within 05 kilometers distance by shortest motor able route from the cluster of dispensaries / hospitals.
- e.** The chemist shops should be in existence continuously for at least two years (Copy of licenses held for last two years have to be scanned and uploaded in the e-tender module).
- f.** A tenderer / chemist can submit tender for any number of clusters. However, the tenderer / chemist shall be appointed for a maximum of three clusters for which it has been declared eligible by the Tender Committee on the basis of technical and financial evaluation of its bids. If the bidder is technically eligible for more than three clusters then he shall be considered for those clusters for which he has offered highest rate of discount (in descending order). The limit of three clusters will be applicable even for those bidders who have been appointed as ALC through previous tender.
- g.** In cases where a bidder has already been appointed /allotted three clusters, next successful bidder with highest discount shall be considered for appointment as ALC for that cluster. In case of identical offers with same rate discount, decision of the Director Health Services shall be final.

- h. If there are no bidders within 05 kilometers range of the cluster (as mentioned at 'd' above), then bidders beyond 05 kilometers shall be considered, if bidder has separately applied for that cluster, and found eligible.
- i. If there is no eligible bidder for a cluster, the empanelled chemists of the other cluster may be considered for empanelment /allotment even if they are already allotted three clusters.
- j. All bidders are required to be registered with application services provider (ASP) of NIC to participate in e-tender.
- k. All documents should be self attested and submitted online only.

3. COST OF BIDDING

The prospective bidders shall bear all the costs associated with the preparation and submission of their e-bid. The DGEHS in no case shall be responsible or liable for these costs regardless of conduct or outcome of the Tender process.

4. PRE BID MEETING

A pre-bid meeting open to all prospective bidders shall be held as per dates mentioned above in the conference room, second floor at Directorate of Health Services, F-17, Karkardooma, Delhi wherein the prospective bidders shall have an opportunity to obtain further information and clarifications regarding work and tender terms & conditions. The prospective bidders are free to ask for any additional information and seek clarifications concerning the work either in writing or orally. The clarifications given shall be common and applicable to all. No individual correspondence shall be entertained by DGEHS thereafter with the prospective bidders/their representatives. On the basis of suggestions received in pre bid meeting, if found necessary, the bid can be modified accordingly. No complaint / clarification shall be processed from such prospective bidders who fail to attend the pre bid meeting.

Availability of Tender

The tender document is available at e-procurement site i.e. <http://govtprocurement.delhi.gov.in/nicgep/app>

Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from the above mentioned website.

5. BIDDING PROCEDURE, SIGNING AND UPLOADING OF BIDS

5.01 The bidder must submit his e-bid in two parts as mentioned below::

Part 1 :- Called "Technical Bid" containing:-

(A) Earnest Money:

The bidders are required to submit an amount of Rs. 50000/- (Rupees Fifty thousand only), as per Rule – 157 of GFR, 2005, in the form of Demand Draft, FDR, Banker's Cheque or Bank Guarantee from any commercial bank in the

name of 'Director Health Services, Delhi valid for the period up to 90 days beyond the final bid validity period. The bidders shall be able to bid for any number of clusters, as specified above, only One EMD shall be required per bidder. EMD in Original should be sent to the O/o State Programme Officer, DGEHS or may be deposited by hand well before the last date and time of bid submission. Bids not accompanied by EMD/Physically shall not be considered.

(B) Documents establishing Bidders eligibility (Technical Bid):

The following documents should first be self attested by the authorized signatory of the bidder, serially numbered and then should be scanned and uploaded while submitting the E-tender in the sequence as mentioned below.

- a) Annexure A duly filled.
- b) Scanned copy of EMD for Rs. 50000/- (Rupees Fifty thousand only).
- c) Duly attested copy each of the valid licenses for the last two years and each of valid license held by the bidder as on the date of submission of Bid in specified forms (Form 20, 20-B, 21, 21-B and 21-C) issued by the Drug Control Authority of the Delhi under the provisions of Drugs and Cosmetics Act, 1940. The successful Bidders shall ensure that their license remain valid on the date of bid opening and till the end of the contract period.
- d) Scanned copy of Declaration of bidder as per Annexure – C duly signed and should be uploaded.
- e) Copy of the relevant deeds e.g. Proprietorship/Partnership Deed or as per clause 5.02 (b) i, ii, iii of the tender document.
- f) Non conviction certificate from State Drugs Controller.
- g) Scanned copies of the audited balance sheets for the last two financial years, 2011-12 and 2012-13, to establish the turnover of the bidder.
- h) Letter of Authority as per Annexure-D.
- i) Scanned copy of PAN Card of Proprietor or the firm as the case may be.
- j) An undertaking that the Bidder should not have been debarred / blacklisted by any Government / Semi-Government / Public Sector organization on a non judicial stamp paper of Rs. 100/-. Original affidavit is to be submitted in tender box along with EMD.
- k) All the above documents need to be uploaded as a single pdf file.

Part 2:- Called “Commercial Bid” which shall contain:-

(A) Price Bid to be uploaded in the format as provided in the tender (ANNEXURE – G).

NB: Bids quoting less than 15% discount on MRP (inclusive of all taxes) shall not be considered.

5.02

- a) The Bid is liable to be rejected, if the requisite information / documents have not been furnished as asked for in Clause 5.01 (B).
- b) Individual signing the Bid and other documents must specify whether s/ he signs as:
 - i. A sole proprietor of the firm, or constituted attorney of such proprietor.
 - ii. A partner of the firm if it is a partnership firm and in this case he must have a clear legal authority to sign, and admit to refer disputes to arbitration.
 - iii. Constituted Attorney / Authorized Signatory, if it is a company.

Note:

1. In case of (ii) above a copy of the Partnership Deed, General Power of Attorney, duly attested by a notary public and an affidavit to the effect that all the partners admit execution of the partnership and General Power of Attorney be uploaded.
2. In case of partnership firm, where no authority to refer disputes concerning the business or the partnership has been conferred on any such partner, the Bid and all other related documents must be signed by every partner of the firm.
3. A person signing the Bid form or any documents forming part of the bid on behalf of another shall be deemed under warranty that he has authority to bind with his acts such other person. If on enquiry, it appears that the person so signing has no authority to do so, the DGEHS without prejudice to other Civil and Criminal remedies can Cancel the contract and hold the signatory responsible for all costs and conveyances arising there from.

5.03 PERIOD OF VALIDITY OF BIDS

The bids shall be valid for acceptance for 90 days after the date of bid opening prescribed by the DGEHS and shall be further extendable by another 30 days at discretion of Director Health Services.

5.04 PERIOD OF CONTRACT

The contract shall initially be for a period on one year from the date of the signing of contract. However, the contract is extendable for another year on the

same terms & conditions of contract, strictly on the basis of satisfactory performance, at the sole discretion of Director Health Services.

The Director Health Services doesn't pledge himself to accept the highest discount offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall supply the medicines at the rates quoted.

5.05 RIGHT TO ACCEPT/REJECT ANY BID

The Director Health Services, Delhi reserve the right to accept or reject any bid and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder of Bidders of the grounds for the DGEHS action.

The Director Health Services doesn't pledge himself to accept the highest discount offering Bid or any Bid and reserves to himself the right of accepting the whole or any part of the Bid and Bidder shall supply the medicines at the rates quoted.

5.06 PERFORMANCE SECURITY GUARANTEE

The successful bidders shall have to furnish a Performance Security for an amount of Rs.125000/- (Rupees One Lac Twenty Five thousand only) per Cluster **which shall have to be deposited** within 15 days from issue of letter of acceptance of bid, either in the form of Bank Guarantee valid for 18 months (as per format at Annexure - F) issued by a Scheduled Bank or through Demand Draft/ FDR / Banker's Cheque payable to "Director, Health Services, Delhi". Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier. No interest shall be paid on performance security.

In case of extension of contract for another year the Performance Guarantee should be renewed to ensure that it remains valid up to six months beyond the validity of the extended contract period. Bidder should ensure validity of Performance Security for extended period.

5.07 CORRUPT OR FRAUDULENT PRACTICES

The DGEHS requires that the Bidder under this bid observes the highest standards of ethics during the bidding process and contract performance. In pursuance of this policy, the terms are set forth as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public servant in the procurement process or in contract execution; and
- b) "Fraudulent Practice" means misrepresentation of facts in order to influence the procurement process or execution of contract to the detriment of the

Department/Govt. and includes collusive practice among Bidder (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Department/Government of the benefits of free and open competition;

- c) The Director Health Services, Delhi shall reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices during or after the bidding process.
- d) The Director Health Services, Delhi shall declare a firm ineligible, for award of the contract if at any time it determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing the contract for a period of three years and legal action as deemed fit.

5.08 FORFEITURE OF BID SECURITY, BLACKLISTING ACTION UNDER CRIMINAL LAW.

The earnest money shall be forfeited if a Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of bid validity or in case of a successful Bidder, if the Bidder fails:

- i. To sign the contract in accordance with the terms and conditions, and
- ii. To furnish performance security as specified in the terms and conditions.

6. SUBMISSION OF BIDS

- a. The Bidders shall submit the bid documents online through the website <http://govtprocurement.delhi.gov.in/nicgep/app> by the time and date as stipulated in the bidding Schedule.
- b. In case, the day of bid submission is declared Holiday by Govt. of India/Delhi Govt., the next working day shall be treated as day for submission of bids. There shall be no change in the timings.
- c. Bids NOT submitted as per the specified format and nomenclature shall be out rightly rejected.
- d. Ambiguous bids shall be out rightly rejected.
- e. The sealed envelope containing the EMD must be dropped in the tender box at DGEHS Cell by 1:00P.M. Any delay in submission of EMD shall not be condoned and the bid shall be rejected.
- f. Any conditional Bid shall not be accepted
- g. The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence shall be entertained on this matter

7. PRICING

The bidder shall quote uniform discount in percentage terms on the Maximum Retail Price (MRP) (inclusive of all taxes) printed on Strip/Bottle/ Unit packed in

respect of all items of supplies to be made under the contract. The quoted offer shall be on the MRP inclusive of all taxes and shall remain firm and fixed for the entire duration of the contract. H1 shall be decided Cluster Wise on the basis of highest discount quoted.

8. INSPECTION OF BIDDERS PREMISES

If the Technical Bid on the basis of documents mentioned in this section appears to be fulfilling the eligibility, premises of bidders shall be inspected by a team of officers for

- i.** Physical verification of location of the shop within the 5 km limits of the cluster for which the bid has been submitted.
- ii.** Availability of proper cold-chain maintenance facilities and power back up system. For this following criteria are to be strictly followed:-
 - a) Availability of refrigerator in the chemist shop.
 - b) The said refrigerator shall be functional for 24 hours in all 07 days.
 - c) There shall be proper power back-up available for 24 hours in all 07 days to run the refrigerator for the period of lack of power supply.
- iii.** Presence of retail outlet.
- iv.** Assess availability of adequate stock of medicines and financial viability etc before opening the commercial Bid.
- v.** Supplier's premises may be inspected periodically to ensure proper storage conditions and quality of medicines, Supplier must ensure that medicines supplied are taken on stock before supply.

In case, the team is not satisfied with the veracity of the claims of the bidder, he shall be declared ineligible for participation in the further process and his Commercial Bid shall not be opened.

9. OPENING OF BIDS

Bids shall be opened online through the e-tender portal <http://govtprocurement.delhi.gov.in/nicgep/app>

- a) Online bids (complete in all respect) received along with EMD (Physically) shall be opened in presence of bidders representative if available. Bid received without EMD shall be rejected straight away.
- b) Financial bids of only those bidders, whose bids found technically qualified, by the Technical Evaluation Committee, shall be opened in the presence of the vendor's representatives subsequently for further evaluation.
- c) One authorized representative of each of the bidder would be permitted to be present at the time of aforementioned opening of the bids.

10. EVALUATION CRITERIA

The bidder shall quote discount in percentage terms for Medicines for each cluster applied for separately. Tender shall be awarded to the bidder quoting highest discount cluster Wise in percentage terms.

11. NOTIFICATION OF ACCEPTANCE OF BID

- a. Director, Health Services, Delhi shall communicate acceptance of the bid by a letter which shall also be placed on website <http://govtprocurement.delhi.gov.in/nicgep/app>
- b. Successful bidder shall be required to execute a formal agreement on non-judicial stamp paper of Rs. 100/- and the cost thereof shall be borne by the said bidder.

12. MISCELLANEOUS

- a. Director, Health Services, Delhi reserves the right to enter into parallel contracts simultaneously or at any time during the period of this contract, with one or more chemists.
- b. Appointed chemist shall attend the meetings fixed by the Local Advisory Committee in the DGD as and when called for.
- c. The successful bidder's Earnest Money shall be discharged upon the Bidder executing the contract and furnishing the Performance Security. Unsuccessful Bidder's Earnest Money shall be discharged / returned within 30 days after the expiration of the period of tender offer validity prescribed by Department. EMD of a bidder shall be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. Further, if the successful bidder fails to furnish the required performance security within the specified period, its EMD shall be forfeited.

SECTION – II
CONDITIONS OF CONTRACT

1. COLLECTION OF INDENT FOR SUPPLY

The Authorized Local Chemist or his representative shall receive local Purchase Indent online through internet from the allotted Dispensaries / Hospitals during the time allotted before the specified closing hours.

2. DELIVERY OF SUPPLIES

The delivery of supplies in full shall be made on the next working day by 11.30A.M. or at the opening hours of Dispensaries / Hospitals, whichever is later, at the premises of the Dispensaries / Hospitals indenting the supplies or in case of emergency at the residence of the patients as directed by In-charge of the Dispensaries / Hospitals.

3. NON SUBSTITUTION

In case of indent for specific brand of medicines, the brand shall not be substituted.

4. SUPPLIES

a. PACKED SUPPLIES

Supplies are required to be made in original packing of manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/ drug on any particular day. The strips should be cut in a way so that expiry and name of the medicine is preserved.

b. MRP printed on supplies shall be masked to prevent misuse of supplies

c. INDIVIDUAL PACKETS

The supplier shall put stamp of “DGEHS Supply, Not for sale” and will also mark MRP on strips/boxes/phials with permanent marker pen.

d. The supplier shall provide an undertaking for non availability of the medicine if the medicine could not be supplied.

5. AUTHORITY SLIP

In case an Authorized Medical Attendant of the Dispensaries / Hospitals concerned gives any ‘By Hand’ Authority Slip to a beneficiary, the medicines shall be supplied immediately to the beneficiary for the period mentioned in the slip or for 7 days or nearest pack size.

6. LIFE PERIOD OF MEDICINES SUPPLIED

Every medicine has its own shelf-life period mentioned on the label of medicine. The shelf life of medicines supplied should not have passed more than half of its shelf life at the time of supply.

7. SUPPLIES

a) ONLINE CONNECTIVITY WITH DISPENSARY

The local Chemist shall ensure reliable internet connectivity to ensure connectivity to DGEHS Network to receive online indent from the Dispensaries / Hospitals. Copies of the indent shall be printed by the local chemist on plain computer stationary as per the specifications prescribed by DHS.

b) PRESENTATION OF BILLS:

- i) The Authorized Local Chemist shall present the bill to respective unit for the supplies made during each fortnight (1 to 15 & 16 to 30/31) within ten days of closing of each respective fortnight. The bill should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, name of beneficiary, DGEHS Card No. with date, rate, discount as per contract etc. and any other information required by the DGEHS.
- ii) The bill shall be supported by the original indent along with the certificate from the Medical Officer in charge of the Dispensaries / Hospitals under his/her signature, with date, seal of the office for receipt of the items indented. Incomplete bills not accompanied by any of the particulars mentioned in (i) above shall not be entertained. Such verified bills along with supporting documents shall be forwarded to DHS for payment.
- iii) TDS shall be deducted from payments made to the Contractor as per applicable law.

8. PERIOD UPTO WHICH SUPPLY ORDERS SHALL BE PLACED.

Supply orders shall be placed against the contract upto the last date of the contract. Orders received even on the closing date shall be honored in accordance with the terms of contract even though the contract may have expired on the date of actual supply of medicines.

9. PERFORMANCE SECURITY

- a. The amount of performance Security shall be liable to be forfeited if the medicines supplied by the Authorized Local Chemist against the indents placed on them in pursuance of this contract are subsequently found as having been recycled / stolen ones or are not confirming to quality.
- b. Performance Security is also liable to be forfeited if the authorized chemist:

- i. Fails to adhere to the terms of the Contract or
- ii. Supplies any sub-standard, spurious drugs or the substitute medicines.
- iii. Over charges.
- iv. Found engaged in corrupt and fraudulent practices including subcontracting.

10. DEDUCTIONS FOR DELAY/DEFAULT

- a. In case of indent for specific brand of medicines, the same shall not be substituted. If any such case is noticed during subsequent scrutiny after or before the payment, then supplier shall be penalized for Rs. 1000/- along with the cost of the specific brand of medicines for each such default.
- b. The commonly & routinely prescribed medicines shall be supplied on the next working day by 11.30A.M. or at the opening hours of Dispensaries / Hospitals. In case of uncommon or difficult to obtain medicines, the CMO I/C concerned on request may grant additional time of 48 hrs to supply the medicines without penalty. However number of such medicines should not be more than 10% of total items indented. In case of emergency, the indented drugs shall be delivered at the residence of the patients as directed by In-charge of the Dispensaries / Hospitals. In the event of non-supply of indented medicines in time as aforesaid, Rs. 100/- shall be deducted from the bill of the Chemists for each day or part thereof of delay in respect of each indented items.
- c. In case non supplied items are more than 10 % of the total indented items for the day even after the expiry of additional time a fine of Rs.500/- shall be imposed on the supplier for each default.
- d. In case delay exceeds 10% for three consecutive months, it will be treated as event of default leading to termination of the contract.
- e. In case delay exceeds 20% in any month it will be treated as event of default leading to termination of the contract.

11. TERMINATION FOR DEFAULT

The Director Health Services may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the local chemist, terminate the contract in whole or part:

- a. If the local Chemist fails to provide any or all of the services within the period(s) specified in the Contract.
- b. If the Chemist fails to perform any other obligation (s) under the Contract.
- c. If the Chemist in judgment of Director, Health Services, Delhi has engaged in corrupt or fraudulent practices in competing for or in executing the Contract including Sub-Contract.
- d. If the local chemist supplies substandard/spurious medicines/drugs
- e. If the local chemist overcharges for the supplies made.

- f. If the local chemist supplies expired medicines/drugs.
- g. If the local chemist make inordinate delay in supply/refusal to supply non supply of medicines/drugs.

12. TERMINATION OF CONTRACT ON PROVIDING INCORRECT INFORMATION AND UNSATISFACTORY PERFORMANCE

- a. If any information furnished by the bidder is found to be incorrect or false at any time, the contract agreement shall be liable to be terminated without any notice and the performance security shall be forfeited.
- b. If at any stage the bidder deviates from the terms and conditions of the contract agreement or his performance is found to be unsatisfactory, the contract agreement shall be liable to be terminated without any notice and the performance security shall be forfeited.

13. RESERVATION OF RIGHT TO APPOINT MORE CHEMISTS FOR EACH DGEHS UNIT

The Director, Health Services, Delhi reserves the right to appoint any number of Authorized Chemist for each Cluster from the bidders who have participated in the tender or through inviting a fresh tender for the purpose. Director, Health Services, Delhi also reserves the right to allocate, reallocate the dispensaries / hospitals, existing and new ones under the DGEHS that may be setup during the Currency of the Contract. Director, Health Services, Delhi also reserves the right to decide which accepted bidder shall normally serve which Dispensary / Hospital. Without prejudice to the right, emergency purchases can be preferred from any of the empanelled chemist irrespective of such allotment of unit of each Authorized Chemist for purchase of normal supplies.

14. SUPPLY OF THE MEDICINES

- a. Sufficient stock of standard quality medicines at all times shall have to be maintained by the chemist, to avoid inconvenience to DGEHS beneficiaries.
- b. In case of failure or refusal on chemist's part to supply the medicines to the purchaser/beneficiaries within the time as provided in the relevant clauses of this Tender document, the contract is liable to be terminated / cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source shall be recovered from the chemist. This shall be in addition and without prejudice to the deduction in clause 10.
- c. The medicines / drugs to be supplied shall be of standard quality. In case it is found that drug/medicines is expired or is near the date of expiry, found not of standard quality, substandard or spurious, supplier's (appointed authorized local chemist) firm shall be liable to be debarred for a period of 3 years besides other legal action that may be initiated against them as per law. In case the supplier fails to supply indented drugs/medicines, then hospital / dispensary shall be entitled to procure the same from other chemist and the supplier shall be liable to reimburse in full the price paid by hospital / dispensary. However, the chemist shall be allowed to claim what would be

payable to him for the medicines as per the agreed terms and conditions. In case, it is found that the firm has supplied spurious medicines, the replacement shall be at the expense of the supplier in addition to forfeiture of his performance security and blacklisting the firm for supplying medicines in future. In such cases criminal action/proceedings shall be initiated against the firm.

- d. The designated chemist shall deliver the indented medicines in separated packets for each and every individual beneficiary.
- e. In case of indent of drugs by a specific brand of medicines, the same shall not be substituted by another brand. If any such case is noticed during subsequent scrutiny after or before the payment, the supplier shall be penalized for Rs.1000 in addition to the cost of the specific brand of medicine indented for each such default.
- f. The designated chemist shall deliver the indented medicines in separate packets for each and every individual beneficiary.

15. FORCE MAJEURE

Supplier shall not be liable for forfeiture of its performance security, imposition of penalty or termination for default, if and to the extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure which means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. If a force majeure situation arises the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

16. INDEMNITY

The bidder shall indemnify the DGEHS / Dispensary / Hospital against all actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any cost, loss or damage to the DGEHS / Dispensary / Hospital in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder shall abide by the job safety measures prevalent in India and shall free DGEHS / Dispensary / Hospital from all demands or responsibilities arising from accidents or loss of life, the cause which is the bidder's negligence. The bidder shall pay all indemnities arising from such incidents without any extra cost to the DGEHS / Dispensary / Hospital and shall not hold the DGEHS / Dispensary / Hospital responsible or obligated. The DGEHS / Dispensary / Hospital may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or single in case the latter chooses not to defend the case.

17. PAYMENT

The authorized local chemist shall submit claim for payment of bills twice a month. Payments of the bills presented shall normally be arranged in 4 to 6 weeks from the date of presentation of the bill. However, the authorized local chemist shall make no claim from the DGEHS in respect of interest or damages in case the payment is delayed for any reason. Deduction of TDS, Education Cess, surcharge etc. at source would be made from the amount payable to the contractor as per rules / instructions / orders of Government of India. The payment shall be made through ECS for which the bidder should give requisite details of bank address, Account No. etc.

18. ARBITRATION

- (i) In the event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary (H&FW) on the recommendation of the Secretary, Law Department, GNCT of Delhi. The provisions of Arbitrations and Conciliation Act, 1996 (No. 26 of 1966) shall be applicable to the arbitration. The venue of such arbitration shall be at New Delhi or any other place, as may be decided by arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the 'Award'), which shall be final and binding on the parties. The cost of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentations shall be borne by the party itself.
- (ii) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the party shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award".

19. NOTICES

- a. Any notice given by one party to the other, pursuant to this contract shall be sent to other party in writing by registered post or by facsimile and confirmed by original copy by post to the other party's address as below:

**DGEHS: DIRECTOR, HEALTH SERVICES, DIRECTORATE OF
HEALTH SERVICES, F-17, KARKARDOOMA, DELHI-110032**

BIDDER:-_____

- b. Notice shall be effective when delivered or on the notice's effective date, whichever is later.

Director Health Services

ANNEXURE-A

APPLICATION FORM FOR EMPANELMENT OF CHEMIST SHOP

1. Due date for tender
2. Opening time & date of tender
3. Names, address of Individual / Firm / Agency and Telephone number(s)
4. Registration number of the Firm/Agency(ies), if any
5. Please specify as to whether bidder is sole proprietor/partnership of firm. Name address and telephone no. of Directors/partners should be specified.
6. PAN of income Tax Department and clearance certificate
7. Licence No. (Form 20, 20-B, 21 and 21-B)
8. VAT Registration No.
9. Details of earnest money deposited
 - a. Amount
 - b. Instrument No.
 - c. Date of issue
 - d. Name of issuing authority
12. Any other information

Affix duly attested P.P. size recent photograph of face of the bidder

13. Declaration by the bidder:-

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained therein and undertake myself/ourselves to abide by them.

(Signature of the bidder)

ANNEXURE-B

LIST OF CLUSTERS OF DELHI GOVERNMENT DISPENSARIES / HOSPITALS

Sr. No.	Name of Dispensary / Hospital	Cluster No.
CENTRAL		
1	DGD Anand Parbat: Gali No. -16, Nai Basti Anand Parbat, Delhi-110005	C2
2	DGD Pul Bangash: Nawabganj, Near Azad Market Crossing, Delhi-06	C2
3	DGD Chamelian Road: 6562/13, Behind Filmistan cinema, Delhi-110006	C2
4	DGD Pahar Ganj: 4488, Shahid Bhagat Singh Gali, Shora Kothi, New Delhi-55	C2
5	DGD Regharpura: MPCC, 1 st Floor, 100-qrts Jagivan Niwas Vishnu Marg, Karol Bagh, New Delhi-110005.	C2
6	DGD Motia Khan: SCP opp. 68-69, janta Market, Jhandewalan Mandi, New Dehi-110055	C2
7	DGD Tank Road: MPCC, 1 st Floor, Gali No.4, Tank Road, New Delhi-110005	C2
8	Dr. N.C. Joshi Hopsital, Joshi Road, Karol Bagh, New Delhi - 05	C2
9	DGD Nabi Karim: SCP Gali No. 4. Baghichi alaudin, pahar Ganj, New Delhi-110055	C2
10	DGD Gulabi Bagh: DA Flats, Gulabi Bagh, Delhi-110007	C4
11	DGD Inderlok: DA Community Hall Bldg. 1st & 2nd Floor, Inderlok, Delhi-110035	C4
12	DGD Shahzada Bagh: Near Tent Wali Masjid, Delhi-110035	C4
13	DGD Sarai Rohilla: 01 to 08, Chandershekhar Ajad Colony, Delhi	C4
NEW DELHI		
1	DGD Moti Bagh (Shastri Market): Basti Vikas Kendra, Shashi Market, Nanakpura Gurudwara, Moti Bagh, New Delhi (SCSP)	ND2
2	DGD Medical & Health Centre: Delhi High Court Complex, Bhagwan Das Road, Delhi-110001	ND2
3	DGD Patiala House Court: Patiala House Court Complex, Tilak Marg New Delhi-110001	ND2
WEST		
1	DGD Baljit Nagar: T-215, Baljeet Nagar New Delhi-110008	W1
2	DGD Prem Nagar: Basti Vikas Kendra, Near Community center, Opp. Govt. School, Prem Nagar, New Delhi-110008	W1
3	DGD New Ranjit Nagar: XYZ Block, New Ranjit Nagar, New Delhi-110008	W1
4	DGD Ranjit Nagar: DDA Flats Opp. Satyam Cinema, Ranjit Nagar New Delhi-110008	W1
5	Achary Bhikshu Hospital, Moti Nagar, New Delhi-15	W1
6	DGD Ram Dutt Enclave: A/11-12, Ram Dutt Enclave, uttam Nagar, New Delhi-110059	W3
7	DGD Vikaspuri: KG-1 Block, Vikas Puri, New Delhi-18	W3
8	DGD Shiv Vihar: Shiv Vihar, Hastal, Uttam Nagar New Delhi-110059	W3
9	DGD Nawada: Khasra No. 665, School Road, Nawada Village, N. Delhi-110059	W3
10	DGD Chowkhandi: DGD Chowkhandi B- Block Near Gurudwara, J J Colony, Chowkhandi, New Delhi-110018	W4
11	DGD Khyala: A- Block, Near SBI, Khyala New Delhi- 110018	W4
12	DGD Tilak Vihar: Govt. Dispensary Building Near police post, Tilak Vihar New Delhi-110018	W4
NORTH		
1	DGD Narela: Punjabi Colony, Narela, Delhi-40	N1
2	DGD Holambi Kalan Ph-1: Phase-1, Village Holambi, Near Metro Vihar, Delhi-40	N1
3	DGD Holambi Kalan Ph-2: Phase-2, Village Holambi, Near Metro Vihar, Delhi-40	N1
4	DGD Khera Kalan: Village khera Kalan	N1
5	DGD Sannoht: Village Sannoht	N1

6	DGD Bhorgarh: Village Bhorgarh, Narela, Delhi-40	N1
7	Satyavadi Raja Harish Chander Hospital, Narela New Delhi - 40	N1
8	DGD Bakhtawarpur: Village Bakhtawarpur	N2
9	DGD Mukhmailpur: Village Mukhmailpur	N2
10	DGD Jahangirpuri H Block: Jahangirpuri H-Block, Resettlement Colony, Near BJRM Hospital, Delhi-33	N2
11	DGD Bhalaswa JJ Colony: Block -D1, Behind MCD Primary School, Bhalaswa J.J.Dairy, Delhi	N2
12	DGD Bhalaswa Dairy: Kalender Colony, Bhalaswa dairy	N2
13	DGD Jahangirpuri B Block: Jahangirpuri B-Block, Near BJRM Hospital, Delhi-33	N2
14	Babu Jag Jivan Ram Memorial Hospital, Jahangir Puri, New Delhi - 33	N2
15	DGD Gurmandi : MCD Building Rajpura Gurmandi	N2
16	DGD Model Town: D.D.A. Flats Part-1, Model Town, Delhi-09	N2
17	DGD Bawana: Sector-5, Bawana Industrial Area	N3
18	DGD Harewali: Village Harewali	N3
19	DGD Katewara: Village Katewara	N3
20	DGD Darya Pur Kalan: Village Daryapur	N3
21	Marishi Balmiki Hospital, Pooth Khurd, New Delhi - 39	N3
SOUTH		
1	DGD Begumpur: Near Malviya Nagar, Kalu Sarai, (Begumpur) Delhi-17	S1
2	DGD Saket: near PVR Saket, New Delhi	S1
3	DGD Chirag Delhi: H. No. 828, Chirag Delhi, Delhi - 17	S1
4	Pt. Madan Mohan Malviya Hospital, Malviya Nagar, New Delhi - 17	S1
5	DGD SANGAM VIHAR: K-II, New Delhi – 62	S2
6	DGD Khanpur: JJ Colony, Khanpur, Delhi (SCSP)	S2
7	DGD DAKSHINPURI: opp. Kali, Building Main Road Dakshinpuri New Delhi – 62	S2
8	DGD MADANGIR: BLOCK NO. J2, JJ COLONY, MADANGIR PH-II DELHI – 62	S2
9	DGD Saket Court Complex: In District Court Complex, Saket, New Delhi	S2
10	DGD Ber Sarai: Opp. Main Gate, JNU Campus, Delhi-18	S3
11	DGD Chatterpur: Chatterpur, Village, Delhi-30	S3
12	DGD Jonapur: Jonapur Village, Delhi-47 (MPCC)	S3
NORTH EAST		
1	DGD Johripur: Shani Bazar Gali, Guzzar Mohalla,Johripur,Delhi-94	NE2
2	DGD Bhagirathi Vihar: H.no.60/73, Gai No.7,Bhagirathi Vihar,delhi-94	NE2
3	DGD Khajoori Khas: Village Khajoori Khas Near Sarvodaya vidyalaya,Delhi-94	NE2
4	DGD Dayalpur: Dhanpat Mkt,Main, Karawal nagar,Village Dayalpur,Delhi-94	NE2
SOUTH EAST		
1	DGD Sarai Kale Khan: 76-A, Block 19, DDA Flats (Slum Qtrs) Sarai Kale Khan, New Delhi	SE1
2	DGD Sunlight Colony: Behind Jeewan Nursing Home, New Delhi-14	SE1
3	DGD Kalkaji: Q. No. 577-580, Kalkaji, Near Four Story DDA Flats, Kalkaji, Delhi – 110019	SE1
4	DGD SRINIWAS PURI: J-Block, Sri Niwas Puri Delhi – 65	SE1
5	DGD Garhi: Q. no. 97-108, Slum Tenement, Garhi, East of Kailash, Delhi – 110065	SE1
6	DGD MOLARBAND: Multi-Purpose Community Center, Molarband, Delhi (SCSP) (MPCC)	SE2
7	DGD TAJPUR: Multi-Purpose Community Centre, Tajpur Pahari, Delhi (MPCC)	SE2
8	DGD BATLA HOUSE: Near Jamia Millia, Batla House, Okhla, Delhi	SE2
9	DGD SANGAM VIHAR: D-1/36, Sangam Vihar New Delhi – 62	SE2
SOUTH WEST		
1	DGD Kapashera: Opposite Fun'n Food Village Club, Village Kapashera, New Delhi	SW1

2	DGD Nangli Sakravali , Near MCD Primary School, Village, Nangli Sakravali, New Delhi – 43 (SCSP)	SW1
3	DGD Dwarka Sector-17 : Near CRPF School, Sector – 17, Dwarka, New Delhi – 75	SW1
4	DGD Dwarka Sector-14 : Near Sec-14, Metro Station, New Delhi-78	SW1
5	DGD Dwarka Sector – 12 : Opposite Bensups Hospital, Sector – 12, Dwarka, New Delhi – 75	SW1
6	DGD Dwarka Sector – 19 : Near Ambrahi Village Bus Stand, Sector – 19, Dwarka, New Delhi – 75	SW1
7	DGD Dwarka Sector – 10 : Near Golok Dham, Sector – 10, Dwarka, New Delhi – 75	SW1
8	DGD Dwrka Court , Inside Court Complex, Dwarka, New Delhi - 110075	SW1
9	DGD Bamnoli : Inside Chaupal, Village, Bamnoli, New Delhi	SW1
10	DGD Raj Nagar Part-II : Near Dada Dev Bus Stand, (Mother Dairy), Sector-8 Dwarka, New Delhi	SW1
11	DGD Mangla Puri : Mangla Puri Sadh Nagar, New Delhi	SW1
12	DGD Dwarka Sector – 2 : Near Bhaskaracharya College, Sector – 2, Dwarka, New Delhi	SW1
13	Dada Dev Hospital , Dwarka, Delhi	SW1
14	DGD Chhawla : Near Radha Krissshan Mandir, Village Chhawla, New Delhi – 71	SW2
15	DGD Kanganheri Village : Kanganheri Village, New Delhi	SW2
16	DGD Jhatikara : Inside Community Centre, Village Jhatikara, New Delhi – 43 (SCSP)	SW2
17	DGD Dindarpur Village : Near Bus Stand, Village, Deendarpur, New Delhi – 43	SW2
18	DGD Pindwala Kalan : Near Govt. Sr. Sec. School, Pindwala Kalan, New Delhi – 43	SW3
19	DGD Rawta : Near Community Centre, Phirni Road, Village, Rawta, New Delhi	SW3
20	DGD Jharoda Kalan : Near Bus Stand, Village Jharoda Kalan, New Delhi – 72	SW3
21	DGD Dhansa : Near Bus Stand, Village Dhansa, New Delhi – 73	SW3
22	DGD Malik Pur Village : Near Bus Stand, Village Malik Pur, Delhi – 73	SW3
23	DGD Mundela Khurd : Inside Chaupal, Village Mundela Khurd, New Delhi – 73	SW3
24	DGD Issapur : Near Community Centre (Red Color Building), Village Issapur, Delhi	SW3
25	Rao Tula Ram Hospital , Jaffarpur, New Delhi	SW3

EMPANELMENT OF CHEMISTS FOR DELHI UNDER DGEHS

Declaration by Bidder

Complete address of the bidder with Phone/Fax & Mobile No.

To,

The Director Health Service,
Govt. of NCT of Delhi
F-17, Karkardooma, Delhi-110032

Dear Sir,

1. I/We hereby offer to supply medicines to the Dispensaries/hospitals in as indicated in the Bid notice or to such dispensaries/hospitals, you may specify in the acceptance of Bid at the rate given in Price Bid attached and agree to hold this offer open till _____. I/we shall be bound by a communication of acceptance dispatched within the prescribed time.
2. I/we have understood the instruction to the Bidders and Conditions of Contract and fully accept them.
3. I/we are fully aware of the nature of medicines required and my/our offer is to supply the medicines strictly in accordance with the requirements of DGEHS.
4. I/we agree to arrange supplies of standard quality medicines in accordance with the nomenclature, specifications and packages given in the local purchases indents.
5. I/we agree that the supply of aforesaid shall comply with provisions of Drugs & Cosmetics Act, 1940 and rules made there under.
6. My/our firm has not been convicted by the State Drugs Authorities and no case is pending under the Drugs and Cosmetics Act and Rules.
7. I/we undertake to bear all taxes, VAT/Sales Tax/Levy/Cess/Octroi etc. as required under law, on aforesaid supplies, Purchaser (DGEHS shall pay only the Printed Retail Price less the above quoted discount. I/we shall not charge any such taxes from the purchaser (DGEHS).
8. I/we also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid till duration of this contract.
9. I/we also undertake that medicines shall be provided as per indent and no "substitute medicines" shall be supplied.

SIGNATURE OF WITNESS

NAME

ADDRESS:

SIGNARTURE OF BIDDER

NAME

ADDRESS:

DATE..../...../.....

Letter of Authority
(To be signed by the Head of the Firm)

EMPANELMENT OF CHEMIST FOR DELHI UNDER DGEHS

Shri..... working as in (Name of the bidder) has been authorized to sign the Tender Document No. for the Empanelment of Chemists under DGEHS on our behalf. He is also authorized to conclude the contract and take decisions whatever is necessary in connection with this tender. The Specimen signature of Shri (Name of the authorized person) is given below duly attested by me/us.

Specimen Signature of Shri

Signature Attested by:

Name of partner/proprietor with Stamp

CHECKLIST

Sr. No.	Documents to be attached	Status
1.	Earnest Money (EMD) to be deposited in tender box Rs. 50000/-	Yes / No
2.	Copy of Earnest Money to be uploaded with tender document	Yes / No
3.	Copy of the Application form duly signed and stamped (Annexure – A)	Yes / No
4.	Attested copies of valid licenses to be uploaded (Form 20, 20-B, 21, 21-B and 21-C)	Yes / No
5.	Declaration by the bidder (Annexure – C)	Yes / No
6.	Copy of partnership deed/ company registration certificate / Declaration regarding Proprietorship	Yes / No
7.	Copy of letter of authority as per Annexure – D, if any	Yes / No
8.	Copy of PAN of Individual / Partners / Firm / Company	Yes / No
9.	Copy of no conviction certificate from State Drug Controller	Yes / No
10.	Undertaking on Rs. 100 non judicial stamp paper that The Bidder has not been debarred / blacklisted by any Government / Semi-Government / Public Sector organization, as per Annexure - H. Original to be submitted in tender box with EMD and copy to be uploaded.	Yes / No
11.	Copies of balance sheets showing average annual financial turnover of preceding two years, ending 31 st March of previous financial years (2012-13, 2013-14).	Yes / No
12.	Cluster(s) applied for	

Note –

- 1. Please check the list before submitting the tender that all the documents have been uploaded bearing signature and stamp of the bidder on all documents.**
- 2. A copy of check list properly tick marked on selected options to be uploaded with other documents.**

Signature of the bidder
Name of the bidder
Address of the bidder

ANNEXURE - F

EMPANELMENT OF CHEMISTS UNDER DGEHS FOR DELHI
PERFORMANCE SECURITY FORM (PSF) (For an amount of Rs. 125000/- (Rupees One Lac
Twenty Five thousand only) per Cluster

To,

Director, Health Services,
Govt. of NCT of Delhi
F-17, Karkardooma, Delhi-110032

WHEREAS _____ (Name of successful Supplier) herein after called "Successful Supplier" has undertaken, purchase Contract No. _____ dated 2013, for supply of medicines for DGEHS beneficiaries hereinafter called "the Contract" in pursuance of Tender Document dated _____ issued by Director Health Services.

AND WHEREAS it is one of the terms of the tender document that the successful Supplier has to submit a performance bank guarantee by a Commercial bank for entering into a contract.

AND WHEREAS it has been stipulated by you in the said contract that the successful Supplier shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for the compliance with the successful Supplier's performance obligations in accordance with the contract.

AND WHEREAS we have agreed to give guarantee for the successful Supplier.

THEREFORE We hereby affirm that we are guarantors and responsible to you upto a total sum of Rs.125000/- (Rupees One Lac Twenty Five thousand only) per Cluster and we undertake to pay you, upon your first written demand declaring the successful Supplier to be in default under the contract and without demur cavil or argument, any sum or sums within the amount as aforesaid, without your needing to prove or to show the grounds or reasons for your demand or the sum specified therein.

2. A letter from your office that the successful Supplier has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the contract shall be conclusive, final and binding on us. We further agree that you shall be the sole judge as to whether the successful Supplier is in default in due and faithful performance of its obligations under the contract and your decision that he is in default shall be final and binding on us notwithstanding any differences between you and successful Supplier or nay disputes between you and him pending before an Arbitrator or any other court or tribunal or authority.

3. In order to give effect to this guarantee you shall be entitled to act as if we are the principal debt or and any change in our constitution or that of successful Supplier shall not, in any way, or manner affect our liability or obligation under this guarantee.

4. You shall have liberty, without affecting in any manner our liability under this guarantee, to vary at any time, the terms and conditions of the contract or to extend the time or period for compliance or to postpone for any time the exercise of any of your rights or enforce or forebear from enforcing any of the terms and conditions of the contract and we shall not be released from our liability or

obligation under this guarantee by any exercise of such liberty by you or other forbearance, indulgence, act or omission on your part.

5. We undertake not to revoke this guarantee during its currency.

6. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to us at above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in providing such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by any of your officers that the envelope was so posted shall be conclusive.

7. This guarantee shall come into force with immediate effect and shall remain in force and effect for period of one and half year or until it is released by you pursuant to the provisions of the contract.

Signed and sealed this day of 2014 at

SIGNED, SEALED AND DELIVERED

For and on behalf of (Name of the bank)

By:

(Signature)

(Name)

(Designations)

(Address)

ANNEXURE - G

EMPANELMENT OF CHEMISTS UNDER DGEHS IN DELHI

PRICE BID FORMAT

Sr. No.	No. of Cluster for which discount is to be quoted by the bidder located within 5 km of the chemist shop	Discount offered in percentage for medicines	
		In figures	In words
1.			
2.			
3.			
4.			
5.			
6.			

Note – This is an indicative format. For quoting Discount price bid format is to be downloaded. Fill the format, scan it, put signatures & stamp and upload online as Price Bid. Discount is not to be indicated in technical bid in any form.

EVALUATION CRITERIA

1. Bids quoting less than 15% discount on MRP (inclusive of all taxes) shall not be considered.
2. The bidder shall quote discount in percentage terms for Medicines for each cluster applied for separately. Cluster-wise work shall be awarded to the eligible bidder quoting highest discount in percentage terms.

Signature and stamp of the bidder

Address of the bidder

FORMAT OF UNDERTAKING FOR CRIMINAL LIABILITY
(To be submitted on non judicial stamp paper of Rs. 100/-)

To,

The Director Health Services,
F-17, Karkardooma,
Shahdara, Delhi – 110032.

Sir,

I/We _____ S/o Sh. _____
_____ Resident of _____

do solemnly pledge and affirm –

1. That I am the Proprietor/Partner/Authorized Signatory of M/S _____ .
2. That no case of any nature i.e. CBI, Criminal / Income Tax / Sales Tax/ Blacklisting is pending against the firm / me and have not been blacklisted by any of the Departments / Autonomous bodies / Universities / Public Sector Undertakings of the Government of India or Government of NCT of Delhi or in any other state Government or Public Sector Banks or in Local Bodies / Municipalities till the date of uploading of the tender.

Signature of the bidder

Name of the bidder

Status in the firm/bidder

Address of the bidder