

GOVERNMENT OF INDIA  
KALAWATI SARAN CHILDREN'S HOSPITAL  
BANGLA SAHIB MARG, NEW DELHI

TENDER No. KSCH/PUR/ALC/F-11/18-19/1673

Dated: 20/04/2018

Tender notice for **APPOINTMENT OF LOCAL CHEMIST**  
**(Enclosed Tender Schedule at Annexure-"I")**

1. Director, Kalawati Saran Children's Hospital, Directorate General of Health Services, Ministry of Health & Family Welfare, Govt. of India for and on behalf of the President of India invites sealed tenders in Double Bid System (Technical Bid + Price Bid) from eligible and qualified bidders for appointment of **Local Chemist (must be within 15 k.m. motorable distance)** for the supply of following groups of consumables:-

Group No.	Tender name	EMD (in Rupees)
<b>Group A</b>	<b>Drugs/Medicines</b>	<b>1,00,000/-</b>
<b>Group B</b>	<b>Surgical consumables items</b>	<b>50,000/-</b>

2. ***Date & Time of Closing the Tender 09/05/2018 at 11: AM***  
***Date & Time of Opening the Tender 09/05/2018 at 11: 15 AM***
3. **Tender forms along with terms & conditions can be downloaded from URL [www.eprocure.gov.in](http://www.eprocure.gov.in) upto 09/05/2018. The tender bids in two parts i.e. technical bid & price bid (Annexure 'II- A' & 'II-B') separately for each group i.e. A & B. should be deposited in the tender box kept in front of Purchase Section, room No. 133, First Floor, Old Building, Kalawati Saran Children's Hospital, Bangla Sahib Marg, New Delhi-110001. The tender name & group & date of opening should be clearly mentioned on the top of envelop, failing which the tender will be treated as disqualified.**
4. The Earnest Money as mentioned above in the shape of FDR of any scheduled bank (valid for Six Months from the date of opening of tender) in favour of Director, Kalawati Saran Children's Hospital, Payable at New Delhi, must accompany the tender.
5. **Pre - Bid Meeting:** The pre – bid meeting that will be held as per the time, date and venue indicated hereunder:-  
**Time: 11:30 AM to 12:30 PM**  
**Date: 27/04/2018**  
**Venue: Room No.131 F/F Old Building Kalawati Saran Children's Hospital**  
All prospective Bidders may attend the Pre-Bid meeting ***along with written queries***, if any.
6. It is the responsibility of the bidders to ensure that their bids, whether sent by post or by courier or by person, are dropped in the Tender Box of the Hospital kept at Purchase Section, First Floor, Old Building, by the closing date and time stipulated above for receipt of Bid, failing which the bid would be considered late and rejected.
7. In the event of any of the above mentioned dates being declared as a holiday / closed day for the purchasing organisation, the tenders will be received/opened on the next working day at the appointed time.
8. The Director, LHMC & Associated Hospitals reserves the right to accept or reject any tender at any stage in part or full without assigning any reason whatsoever.

Additional Medical Superintendent (Purchase)  
For Director

SECTION – I  
Instructions to Bidders

**1. SCOPE OF WORK**

- 1.1 To supply, on credit to the hospital, such medicines, surgical consumables as per indent placed by the hospital during working hours. The Indented items must be supplied within two hours for Emergency and within five working days in case of bulk supply, of the indent being placed. The bills are to be submitted every fortnight.

**2. ELIGIBILITY**

- 2.1 The chemist must be holding valid licenses as on the date of Bid opening in specified forms [Form 20, 20-B, 21, 21-B & 21-C (in case any of the licenses are under renewal)] for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made thereunder. Self attested copy of all certificates must be enclosed.
- 2.2 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. An affidavit to this effect must be submitted with the tender.
- 2.3 The Annual turnover of the bidder should not be less than Fifty Lakhs. The bidder has to submit an audited balance sheet of previous two financial years in support thereof.
- 2.4 Chemist shop should have at least two years experience in selling/dispensing the Generic Drugs/medicines and/or surgical consumables. Copies of licenses held for last two years have to be enclosed with the technical bid.
- 2.5 The chemist shop must be within 15 K.M. motorable distance from the hospital. The hospital Director reserves the right to authenticate the claim in case of doubt.
- 2.6 The chemist must have previous experience of at least one year of supplying Generic drugs/medicines and/or surgical consumables to any Govt. Hospital/CGHS centre as per their quotation (copies of performance certificates to be enclosed).
- 2.7 For Pvt. Ltd. Companies proof of registration with registrar of companies/relevant authority must be submitted.
- 2.8 Only chemists offering blanket discount of 30% or more for medicines/surgical on MRP will be eligible to participate.
- 2.9 The chemist must have a facility to supply items 24×7 to the hospital.

### 3. BIDDING PROCEDURE, SIGNING AND SEALING OF BIDS

**Note: The bidders are required to quote the tender against each Group separately.**

**3.01** The bidder must submit his bid in two parts i.e. technical bid & price bid. Both bids must be sealed, marked separately and then put in one sealed bigger envelop. **The tender name, group and date of opening should be clearly mentioned on the top of envelop.**

#### **Part I: - Contents of envelop marked technical bid**

##### **(A) FDR for Earnest Money**

The Earnest Money amounting to ₹ 1,00,000/- (Rupees One Lakh Only) for medicines (Group A) & ₹ 50,000/- (Rupees Fifty Thousand Only) for surgical consumables (Group B) in the shape of FDR of any scheduled bank in favour of Director, Kalawati Saran Children's Hospital, Payable at New Delhi, (valid for Six Months from the date of opening of tender) should be submitted.

##### **(B) Documents establishing Bidders eligibility.**

- a) Duly self attested copies of valid licenses held by the bidder as on the date of Bid opening in specified forms [form 20, 20-B, 21, 21-B and 21-C (in case any of the licenses are under renewal)] for various categories of allopathic drugs issued by the Drug Control Authority of the State under the provisions of Drugs and Cosmetics Act, 1940 & rules made thereunder. Self attested copy of all certificates must be enclosed.
- b) Signed copy of Declaration of bidder as per Annexure- III
- c) Copy of the partnership deed/general power of attorney duly attested by Notary Public and affidavit to the effect that all the partners are responsible for execution of contract, if the bidder is a partnership concern.
- d) For Pvt. Ltd. Companies proof of registration with registrar of companies/relevant authority.
- e) 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. An affidavit to this effect must be submitted with the tender. Successful bidder will ensure that their licenses remain valid on the date of bid opening & till the end of contract period.
- f) Attested copies of the balance sheets for the last two financial years to establish the turnover of the bidder.
- g) Attested copy of drug license for last two years.
- h) Attested copy of PAN allotted to firm / Sole proprietor
- i) Performance certificate of supply of drugs/medicines/surgical consumables for at least one year from the competent authority of the Govt. organization to be enclosed.
- j) An undertaking regarding acceptance of all tender terms and conditions on a Non-Judicial stamp paper of ₹10/- along with the tender document.
- k) All pages of the tender document should be signed by the authorized signatory of the firm and enclosed to confirm that all terms & conditions of the tender are acceptable to the bidder. Page number should be marked on each page of bid. Non compliance will lead to disqualification of bids.
- l) An affidavit to the effect that the distance of outlet is not more than 15 km from LHMC & Associated Hospitals, New Delhi by motorable road.

## Part II: - Contents of envelop marked Price Bid-

- (A) Duly filled prescribed bid form (price bid as per Annexure – II-A (for group A) & II-B (for group B) containing the discount offered on MRP.
- i) Figures in the quotation must be written in words also.
  - ii) Quotation to be typewritten free of cutting or erasing.
  - iii) No figures or words should be overwritten. No white fluid to be used. Each page is to be signed and stamped by the tenderer.  
Failure to comply with the above will lead to the disqualification of the bid.
- (iv) The discount to be offered by the chemist for the items will be with respect to the MRP. While proposing the discount the bidder should take into consideration his other expenses like cartage, taxes etc. and in no case extra payment on this account will be considered by the hospital.

### 3.02

- (a) The Bid is liable to be rejected, if the required information/documents have not been furnished as asked for in **Clause-3.01 (A & B)**
- b) Individual signing the bid and other documents must specify whether he signs as:
  - i. A sole proprietor of the firm.
  - ii. A partner of the firm who has a clear legal authority to sign, answer and refer disputes to arbitration on behalf of the partnership firm.
    - 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 will be responsible for execution of the contract be furnished.
    - 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.
  - iii. Constituted Attorney Of the firm / sole proprietor.
- c) 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. If on enquiry, it appears that the person so signing has no authority to do so, the hospital 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.

## 4. PERIOD OF VALIDITY OF BIDS

The Bids shall be valid for acceptance for 180 days after the date of bid opening prescribed by the KSCH.

## 5. RIGHT TO ACCEPT / REJECT ANY BID

Director, LHMC & Associated Hospitals, New 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 bidders or any obligation to inform the affected bidder or bidders of the grounds for rejection.

Director, LHMC & Associated Hospitals, New Delhi doesn't pledge himself to accept the highest discount offering bid.

## 6. INSPECTION OF BIDDERS PREMISES

If the technical bid on the basis of the documents mentioned in clause 2 (Eligibility) appears to be in fulfilment of eligibility, the premises of bidders will be inspected by a team of Authorized Officers for:

- (a) Physical verification of location of retail shop.
- (b) Verification of Original Documents submitted during the bid.
- (c) Availability of proper cold chain maintenance facility and power back up system.

**In case, the team is not satisfied with the veracity of the claims of the bidder, he will be declared ineligible for participation in the further processes and his price bid will not be opened.**

## 7. PERIOD OF CONTRACT

The contract shall initially be for a period of one year from the date of the signing of contract. However, strictly on the basis of the satisfactory performance of successful bidder by store department it is liable to be extended at the sole discretion of Director of the hospital for another year after the expiry of the First year. The evaluation of performance will be done every six monthly on the basis of execution & timing of supplies against supply order issued.

The Director, LHMC & Associated Hospitals, New Delhi reserves the right to continue or discontinue the contract at any time without assigning any reason and also reserves the right to cancel the tender at any time during the validity of the tender.

## 8. PERFORMANCE SECURITY

The successful bidder will have to furnish a performance security for an amount of ₹2,00,000/- (Rupees Two Lakh Only) for Group -A and ₹1,00,000/- (Rupees One Lakh Only) for Group -B in the form of FDR valid for 6 months beyond the term of the contract i.e. one and half years.

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

**9. MISCELLANEOUS**

- 9.01** The successful bidder's earnest money will be discharged upon the bidder executing the contract and furnishing the performance security. Unsuccessful bidder's earnest money will be discharged/returned within 30 days after the finalization of the tender.
- 9.02** The successful bidder has to enter into a contract to be signed on a Non – Judicial Stamp paper of ₹100/-. In absence of contract / till the contract is signed this tender document comprising of all the terms and conditions which are included in the document shall also be deemed to form and be read and construed as integral part of the Contract .
- 9.03** In case of identical offers with same rate of discount by two bidders decision of Competent Authority will be final in regard to appointment of Authorized Local Chemist (ALC). The following Tie-breaker procedure will be adopted (in order of listing):-
1. Distance of the Chemist's premises from the LHMC (nearest the Chemist, more the preference)
  2. Turnover of the Bidder: More the turnover, more the preference.
  3. Duration of Establishment: Longer the period of establishment, more the preference.

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## SECTION – II

**Conditions of Contract****1. COLLECTION OF INDENT FOR SUPPLY**

- (A) The request for supply of drugs/surgical consumables to hospital will be placed by fax or Email by authorized official of the hospital during office working hours & by telephone from the concerned department/area after office working hours.
- (B) Supply will be made on the basis of order received by Fax, E mail or by telephone.
- (C) However, Chemist or his representative should collect a physical copy of the Supply order (on the basis of which supplies are to be made) from the purchase section during office working hours and Emergency Local purchase provisional supply order from the concerned department/area at the time of delivery of supply after office working hours.
- (D) For this purpose the bidder should provide:-
- Valid E mail ID
  - Fax number
  - Authorized phone numbers (at least two, one of which should be a mobile number. These telephone numbers will be circulated to all the departments of the hospital.)

**2. DELIVERY OF SUPPLIES**

- 2.1 Delivery of supplies against hospital indent shall be made within two hours in emergency purchase & within five working days in case of bulk purchase of the placement of the indent.
- 2.2 The brand/manufacturers name should be clearly mentioned on the challan with all other details like MRP, batch no, expiry date, quantity supplied, discount given etc.
- 2.3 At the time of supply MRP on the product should not be tempered.
- 2.4 All medicines received shall be subjected to inspection by competent authority on receipt at the hospital stores and the purchaser shall have full discretion to accept or reject either the entire supply or any part thereof. Its decision in this regard shall be final and binding on the supplier. If the user finds any supplied item unsatisfactory then the item is to be replaced within two days in case of bulk supply and within two hours in case of Emergency purchase from the date/time of intimation to the supplier.

**3. PACKING**

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/surgical consumables. For tablets & capsules loose supply will not be accepted. All bulk supplies should be stamped as “HOSPITAL SUPPLY NOT FOR SALE”.

**4. LIFE PERIOD OF MEDICINES**

- 4.1 The shelf life of medicines / surgical consumables supplied should not have passed more than half of its shelf life as mentioned on the label at the time of supply.
- 4.2 All the damages in transit or manufacturing defect etc. detected at the time of supply shall be at the risk & cost of the contractor.

**5. PRESENTATION OF BILLS:**

- (i) The authorized chemist shall present the bill in triplicate to the Addl. M. S., KSCH & SSKH for the supplies made in respective hospitals 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, MRP, quantity, name of manufacturer, batch No., date of manufacturing & expiry date, rate, discount as per contract etc. and any other information required by the hospital. Bills for part supplies will not be accepted.
- (ii) The bill shall be supported by the original supply order along with the delivery challan duly signed by the pharmacist in-charge of medical store of the hospital, under his/her signature, with date, seal of the officer for receipt of the items indented.

**6. PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED**

Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines/surgical consumables.

**7. PENALTY DEDUCTIONS FOR DELAY / DEFAULT**

- 7.1** The delivery of supplies in full should be made as per delivery as per condition No. 2 (page no. 7, section-II). In the event of non-supply of indented medicines/surgical consumables in time as aforesaid, a penalty of 0.5% per hour of the cost (MRP) of the material in the S.O/Indent/Demand for a maximum of two hours of emergency purchase & 0.5% per day upto a maximum of three days would be imposed for bulk purchase. In case of non supply beyond that period supply order will stand cancelled and hospital will be entitled to procure the same from other sources. In that case, the authorized chemist will be liable for reimbursement of the difference of amount paid so. The penalty may be recovered from performance security or any other dues pending in the hospital. However the Director has the discretion to extend the delivery period without penalty if satisfied by the reasons of delay.
- 7.2** In case of default of more than 5 times during the period of contract, the chemist shall be liable for cancellation of present contract and further the chemist shall also be liable for disqualification for participation in future tender for next two years.

**8. FORFEITURE OF PERFORMANCE SECURITY.**

The amount of performance security shall be liable to be forfeited in following conditions:-

- (i) If the chemist over charges.
- (ii) In case of repeated default by the chemist.
- (iii) If the medicines/surgical consumables supplied by the authorized chemist against the indents placed on them in pursuance of this contract are subsequently found as having been stolen from anywhere or are not conforming to quality.
- (iv) If the chemist supplies any sub-standard material
- (v) If the chemist fails to adhere to the terms of the Contract.

**9. TERMINATION FOR DEFAULT**

The hospital may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the bidder, terminate the contract in whole or part:

- (a) If the bidder fails to provide any or all of the services within the period(s) under the contract.
- (b) If the bidder fails to perform any other obligation(s) under the contract.
- (c) If the bidder, in the judgment of the hospital has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

## **10. INDEMNITY**

The bidder shall indemnify the 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 loss or damage to the 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 will abide by the job, safety measures prevalent in India and will free the hospital from all demands or responsibility arising from accidents or loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to hospital and will not hold the hospital responsible or obligated. The hospital may at its discretion and entirely at the cost of the bidder defend such suit, either jointly with the bidder or singly in case of the latter chooses not to defend the case.

## **11. ARBITRATION**

The contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever the (the decision whereof is not herein otherwise provided for) shall arise between the hospital and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment or breach of the contract, shall be referred to and settled by an arbitrator appointed by the Director, LHMC & Associated Hospitals, New Delhi. The decision of the Arbitrator will be final and binding.

## **12. NOTICES**

**12.1** 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.

Director, LHMC & Associated Hospitals

Bidder\* \_\_\_\_\_

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

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**ANNEXURE – II - A**

Tender document format for supply of **medicines/drugs (Group A)** to LHMC & Associated Hospitals on concessional rates.

**PRICE BID**

From:

Complete Address of the Bidder  
With Phone/Fax & Mobile No.  
E mail

To:

Director  
LHMC & Associated Hospitals  
New Delhi

Dear Sir,

I/We hereby offer to supply medicines/drugs to the hospital at the discount on MRP as given below:-

- 1) Uniform Discount on the Printed Retail Price offered on all items of supply-

Sl. No.	Name of the item	Percentage of discount on M.R.P. to be offered	
		In figure	In words
1.	Drugs/Medicines		

- 2) I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid for One year and extendable for one year after the expiry of the 1<sup>st</sup> year on the basis of satisfactory performance.

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Rubber Stamp

**ANNEXURE – II - B**

Tender document format for supply of **surgical consumables (Group B)** to LHMC & Associated Hospitals on concessional rates.

**PRICE BID**

From:

Complete Address of the Bidder  
With Phone/Fax & Mobile No.  
E mail

To:

Director  
LHMC & Associated Hospitals  
New Delhi

Dear Sir,

I/We hereby offer to supply surgical consumables to the hospital at the discount on MRP as given below:-

- 1) Uniform Discount on the Printed Retail Price offered on all items of supply-

Sl. No.	Name of the item	Percentage of discount on M.R.P. to be offered	
		In figure	In words
1	Surgical Consumables		

- 2) I also undertake to keep the above quoted rate of discount on the Printed Retail Price on all items of supplies valid for one year and extendable for one year after the expiry of the 1<sup>st</sup> year on the basis of satisfactory performance.

Signature \_\_\_\_\_  
Name \_\_\_\_\_

Rubber Stamp

**Tender for appointment of local chemist shop**

**Declaration of Bidder**

From:

Complete Address of the Bidder  
With Phone/Fax, E mail Id & Mobile No.

To:

Director  
LHMC & Associated Hospitals  
New Delhi

Dear Sir,

1. I / we hereby offer to supply medicines/drugs and/or surgical consumables to the hospital as indicated in the tender notice at the rate given in price bid attached and agree to hold this offer open till the expiry of contract as per terms and conditions mentioned in the Tender.
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/drugs and/or surgical consumables required and my / our offer is to supply the medicines/drugs and/or surgical consumables strictly in accordance with the requirements of hospital.
4. I / we agree to arrange supplies of standard quality medicines/drugs and/or surgical consumables.
5. I / we agree that the supply of aforesaid will 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. An affidavit to the effect that the distance of my outlet is not more than 15 K.M. from LHMC & Associated Hospitals, New Delhi by motorable road is attached.
8. I / we do hereby undertake that my / our firm has never been black listed by any Govt. Organization and there is no CBI / Vigilance case either pending or being contemplated against me / our firm.
9. The discount offered / quoted in the present Tender is the highest / or at par with the offer to other organization.

SIGNATURE OF WITNESS

NAME  
ADDRESS:

DATE: .../.../.....

SIGNATURE OF BIDDER

NAME  
ADDRESS:

DATE: .../.../.....