

**RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073**  
**TENDER DOCUMENT FOR APPOINTMENT OF LOCAL CHEMIST AT**  
**RAO TULA RAM MEMORIAL HOSPITAL**

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Tender ref. no. RTRMH/IV/21/PUR/33/16-17

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**CHAPTER-I****PREAMBLE**

Rao Tula Ram Memorial Hospital is a 100 bedded multispecialty District Hospital situated in the Jaffarpur, South-West district of Delhi. It is a general secondary level hospital. Its main objective is to provide, promotive & curative health care services.

Rao Tula Ram Memorial Hospital (RTRMH) under Health & Family Welfare Department of Govt. of NCT of Delhi is the major provider of health care in the South-West part of Delhi and adjoining area of Haryana and, therefore, is responsible for ensuring its cost effective delivery of health services to the citizen. The Hospital intends to call for e-Tender in order to appoint Local Chemist for supply of Allopathic medicine, surgical & Lab consumables and other hospital consumables to Rao Tula Ram Memorial Hospital (RTRMH) from the interested vendors in a cost effective and efficient manner.

The vendors interested in participating in e-tender should have registration on e-procurement portal of Delhi Govt. and class II b digital certificate/signatures. For registration on e-procurement site, vendors may contact e-procurement help desk at 6<sup>th</sup> Floor, C- Wing, Vikas Bhavan-II, (Near Metcalfe House), Civil Lines, Delhi-110054.

**SCHEDULE OF TENDER**

TENDER PUBLISHING DATE	06/09/2017
EMD FEE (SEE CHAPTER –III, PARA-2)	RS.-15000/- (RUPEES FIFTEEN THOUSAND ONLY)
FOR EXEMPTION OF EMD	ALLOWED (AS PER RULE SEE CHAPTER-III, PARA-2.2)
PRE BID MEETING DATE	20/09/2017 at 2:30 PM
VENUE OF PRE BID MEETING	Room No.36, RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073.
BID SUBMISSION START DATE	22/09/2017 from 11:00 AM
BID SUBMISSION END DATE	05/10/2017 up to 2:00 PM
LAST DATE OF SUBMISSION OF PHYSICAL FORM	05/10/2017 up to 2:00 PM
PLACE FOR SUBMISSION OF DOCUMENT PHYSICAL FORM	PURCHASE SECTION, RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073.
BID OPENING DATE ( PRE-QUALIFICATION CUM TECHNICAL BID BID)	05/10/2017 at 2:30 PM
FINANCIAL BID OPENING DATE	TO BE NOTIFIED LATER AND CAN BE SEEN ON WEBSITE

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Note: In case, the day of bid opening happens to be a holiday, the Bids will be opened on the next working day at the same time.

Medical superintendent  
Rao Tula Ram Memorial Hospital  
Jaffarpur, New Delhi

**Special Instructions to the Bidders for the e-submission of the bids online through this tender site**

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid

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no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time **(as per Server System Clock)**.

**For any technical related queries please call the Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002**

**E-Mail :** support-eproc@nic.in

**Registration documents may be submitted by vendors at**

Address: 6 th Floor, C-Wing, Vikas Bhavan-II, (Near Metcalf House), Civil Lines, Delhi-110054.

Tel : 011-23813523 (Monday- Friday, 09:30 AM to 06:00 PM)

## **CHAPTER-II**

### **GENERAL TERMS AND CONDITIONS (CONDITIONS OF THE CONTRACT)**

The following terms and conditions may be read carefully and complied with before submitting the tender / response to the proposal. These Terms and conditions will not be modified except by a written addendum / corrigendum issued by the Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073(RTRMH). No provision hereof shall be deemed waived until and unless such waiver is issued in writing and signed by Medical Superintendent. If any term and/or condition of this document are held invalid, the remaining document shall continue to be in full force and effect.

1. Bidder must assess business before participating in tender.
2. Bidding firm should not be black-listed/debarred by any government institution in the last 3 years. Such tenders shall be rejected.
3. Forwarding letter should clearly indicate the list of enclosures.
4. (a) The bidder will have to deposit earnest money as per the NIT/RFP, (Notice Inviting Tender/Request for proposal) along with Annexures II, III and VII in physical form in Prequalification Bid. FDR/Bank Guarantee will remain valid for 45 days beyond the final bid validity period (minimum 165 days from the last date of bid submission) in favour of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073. Proposal without FDR/Bank Guarantee will be rejected.

EMD shall not carry any interest.

(b) However firms who are registered with DGS&D Panel, NSIC or the concerned Ministry or Department are exempted from depositing the Earnest Money on production of the said registration. Registration proof should also be uploaded along with prequalification documents on given website of tender.

Income tax and other taxes will be deducted as per Govt. guidelines.

5. If any information/documents furnished by Bidder are found to be incorrect/fake/forged, at any time, the proposal/contract will be terminated without any notice and the Security Deposit will be forfeited.
6. In case the bidder fails to commence/execute the work as stipulated in the tender document or in the event of non-commencement or unsatisfactory performance; or if there is a breach of any terms and condition of the contract, Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073(RTRMH) reserves the right to withhold the payment and forfeit the security deposit.
7. In case of any violation of statutory provision under Labour law/Bio Medical Waste Rules or otherwise, by or on behalf of the bidder, there will not be any liability on Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073.
8. If any item is tax free then an undertaking should be submitted stating that the said item is tax free.
9. Bidder will be abiding by all the terms & conditions of tender document.
10. Mere approval of the tenders shall not make the hospital necessarily liable to procure the items.
11. 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 his business interest. Upon doing so, tender of the concerned bidder will be rejected without assigning any reason.
12. If any complaint of misbehaviour or mishandling of goods and services by bidder or its representative comes into the knowledge of the Medical Superintendent, all such responsibility shall lie on the bidder. He will be responsible to make good for the losses so suffered by the department.

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- 13. The bidder/tenderer should have valid registration/drug license/ License for Chemist shop issued from the Drug Control Department, Govt. of NCT of Delhi (applicable in case of items covered under Drug and Cosmetic Act). The successful bidder will further ensure that their licenses remain valid till the end of the contract period. Under any circumstances, if the license of the contractor/chemist is cancelled or suspended by any authority of Delhi, his contract with this Hospital shall be deemed immediately suspended with immediate effect.**
- 14. The bidder/tenderer should provide warranty/Guarranty for the supplied articles to the hospital as per the rules.**
- 15. Exclusive right:-** Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi has the full and exclusive right to accept or reject any of the proposals without assigning any reasons.
- 16. Every Successful bidder has to sign a contract document as given in [Annexure-VI](#) of the tender document on a Non Judicial Stamp Paper of Rs. 100/- (Rs. One Hundred).**
- 17. CORRIGENDUM IN RESPECT OF THIS TENDER, IF ANY, SHALL BE UPLOADED ONLY ON THE E-TENDER WEBSITE AND SHALL NOT BE ADVERTISED IN THE NEWSPAPERS. ALL THE PROSPECTIVE BIDDERS ARE ADVISED TO KEEP THEMSELVES UPDATED FOR SUCH CORRIGENDUM.**

**MEDICAL SUPERINTENDENT**

**RAO TULA RAM MEMORIAL HOSPITAL,  
JAFFARPUR, NEW DELHI-110073(RTRMH)**

## CHAPTER III

### SCHEDULE OF REQUIREMENTS

#### SPECIAL TERMS & CONDITIONS

**1. VALIDITY OF TENDERS / TERMS OF CONTRACT:**

- 1.1** Unless earlier terminated as set forth herein, this **contract is effective for the term of One year** or till the finalization of next tender, whichever is earlier from the date of issue of the rate contract. However, it can be further extended for a period of One Year on mutual agreement of both the parties after expiry of validity of contract.
- 1.2** The validity of the tender will be for a period of 120 days from the last date of bid submission. However the Medical Superintendent has the right to extend the said period.

**2. EARNEST MONEY DEPOSIT (EMD) / BID SECURITY**

- 2.1** A **Fixed Deposit Receipt/Bank Guarantee** of **Rs. 15,000/-(Rupees Fifteen Thousand only)**, from a Nationalized Bank/Commercial Bank, in the name of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 as per NIT/RFP. Earnest Money deposit will remain valid for 45 days beyond the final bid validity period (minimum 165 days from the last date of bid submission). **No Cheque / Postal order / Money Order / Cash payment/Demand Draft will be accepted.** A model format of Bank Guarantee for furnishing EMD is provided at [Annexure IV](#).
- 2.2** However firms who are registered with DGS&D Panel, NSIC or the concerned Ministry or Department are exempted from depositing the Earnest Money on production of the said registration. Registration proof should also be uploaded along with prequalification documents on given website of tender.
- 2.3** EMD is liable to be forfeited if the tenderer/bidder/dealer withdraws or impairs or derogates the bid in any respect within the period of validity of its tender.
- 2.4** Under no circumstances, interest on EMD would be payable by Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073(RTRMH) administration.
- 2.5** The EMD of unsuccessful bidders shall be returned within 30 days after finalization of the rate contract, EMD of the successful bidder shall only be returned after submission of Performance security. The EMD will be forfeited if the successful bidder fails to abide by the terms & condition in toto.
- 3. PERFORMANCE SECURITY DEPOSIT**
- 3.1** In order to ensure due performance of the contract a performance security shall be taken from the successful bidder (within 14 days of notification of award). Performance security shall be obtained from every successful bidder & same shall be of **Rs. 30,000/- (Rupees Thirty Thousands Only)**. Performance security shall be furnished in the form of Fixed Deposit Receipt or Bank Guarantee from a Nationalized/commercial bank in an acceptable form and it should remain valid for a period of 60 days beyond the date of completion of all contractual



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obligation of the supplier. Performance Security is liable to be forfeited if the bidder withdraws or impairs or derogates the bid in any respect. A model format of Bank Guarantee for obtaining Performance Security is provided at [Annexure V](#).

- 3.2** Security Deposit should remain valid for a period of sixty days beyond the date of completion of all the contractual obligations of the supplier/bidder/dealer.

**3.3 FORFEITURE OF PERFORMANCE SECURITY**

Performance security is to be forfeited and credited to the purchase organization in the event of failure to supply the stores during the contract period /a breach of contract by the supplier, in terms of the relevant contract.

**3.4 REFUND OF PERFORMANCE SECURITY**

Performance Security shall be refunded to the supplier without any interest, whatsoever, after it duly performs and completes the contract in all respects but not later than 60 days of completion of all such obligations under the contract.

**4. CONDITIONS FOR BIDDERS**

- 4.1** The bidder must have minimum average annual turnover for the last two financial years i.e. 2015-2016 and 2016-2017 should not be less than Rs. 3,60,000/- (Rupees Three Lakh Sixty Thousand Only).

OR

The minimum average annual turnover for the last three financial years i.e. 2014-2015, 2015-2016 and 2016-2017 should not be less than Rs. 1,80,000/- (Rupees One Lakh Eighty Thousand Only).

- 4.2** The tender will be quoted only by the eligible Local Chemist.
- 4.3** The Chemist Shop should be located within Delhi.
- 4.4** The Authorised Local Chemist should ensure supply of items as and when demanded.
- 4.5** The Chemist must not have been convicted by the state Drug Authorities and no case should be pending under Drugs & Cosmetics Act & Rules.
- 4.6** The supplied items must be as per specification of the Supply order/ standard/ approved norms set by the Competent Authority/Drug License Authority or Indian Drug & Cosmetic Act. If any medicine/item is not used or is not as per requirement then it shall have to be taken back by the Chemist, immediately on communication from the concerned Store In-charge.
- 4.7** The items supplied should be of standard quality. The firm is liable for penalty / damages and /or punishment in case of inferior / substandard quality or spurious drug /surgical/other supplied items.
- 4.8** **The Chemist will ensure that the rates of the Medicines supplied must not exceed the prices prevailing as per the NPPA (National Pharmaceutical Pricing Authority) recommended prices.**
- 4.9** The tender will be allotted to the firm offering maximum discount in respect of two groups separately on the Market Retail Price (MRP) of items (excluding GST)-

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**Group I - Medicines, Injections, I.V. Fluids**

**Group II – Surgical and Lab and consumables**

- 4.10** Hospital reserves the right to purchase from any other source, if required.
- 4.11** No Sub-authorization will be accepted for making any supply/delivery/service or for raising bills/collecting payments etc.
- 4.12** For delivery of medicines/items unless explicitly specified by a brand name a generic version will be deemed to have been ordered.

**5. *TERMS OF PAYMENTS***

- 5.1** Payments will be made only after the receipt of the items against the supply order/ terms of the contract, in the hospital, against the **pre-receipted bills in triplicate**.
- 5.2** Tax at source will be deducted from the amount of bill as per prevailing I.T. Rules. The payment shall be made after deduction of any penalty as prescribed & imposed for breach / violation of any the provisions / terms and conditions of the tender and contract.
- 5.3** Local chemist must write GST number on the bills/invoices. The vendor must submit proof of depositing GST to the hospital authorities along with the bills of the supplies time to time.
- 5.4** The payment of bills shall normally be arranged within 30 days from the presentation of the bill. However, the authorized chemist shall make no claim from the Hospital in respect of interest or damage in case the payment is delayed for any reasons.

**6. *FORCE MAJEURE:-***

Any failure of omission or commission to carry out the provisions 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 commission arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake, hurricanes, nay pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lockouts, strikes, riots, embargos or from any political or other reasons beyond the suppliers control including war (whether declared or not), Civil war or state of insurrection, provided that notice of the occurrence 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.

**7. *COLLECTION OF INDENTS/ORDER FOR SUPPLY***

The authorized Chemist or his representative should collect local purchase indent/order on the basis of which supply is to be made from the concerned unit at the closing hours of the unit/stores/casualty on every working day. The indent/order may also be communicated telephonically to the supplier in case of an exigency; however, this telephonic order would always be supplemented by an email or fax later on. The chemist may have to provide the printed rate/updated printed rate telephonically on demanded items, if so required.

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**8. DELIVERY OF THE SUPPLIES/STORES:-**

- 8.1** Delivery of stores for RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073(RTRMH) i.e. Hospital is not liable for payments on account of freight/taxes charged inclusively by suppliers.
- 8.2** The delivery of the supplies in full will be made as early as possible to a maximum period by next working day up to 9 AM. However the authorized chemist of the hospital must supply in emergency/casualty immediately or within six hours after receipt of order telephonically/email /supply order by Medical Superintendent/Procurement Officer/CMO Casualty or by the authorized person.
- 8.3** Authorized retailer will supply the medicines/items to the ward through CMO/ward in-charge/sister in-charge with voucher/challan bearing details .The voucher must contain the item name, lot no./batch no. and exact quantity of the medicines/item supplied in numerical as well as in words. MRP with total amount of item should be clearly mentioned in the voucher/challan.
- 8.4** Authorized retailer/chemist will submit the bill along with challan either on the same day after office hours to the indenting unit (CMO/Sister in-charge) or submit the bill by the next working day to the store in case of emergency supplies. In case of other supplies, bill may be submitted within 07 days to the store section. The date and details on the bill should clearly match the details mentioned on the voucher/challan. The Chemist must mention the details such as Batch No. Date of Manufacturing, Date of Expiry and Maximum Retail Price (MRP) against to each items on challan wherever applicable.
- 8.5** In case of non supply with in stipulated/extended time the Competent Authority has right to cancel the supply order as well as all the items in the tender of the bidder of the concerned group and the Performance Security of the respective group may be forfeited.
- 8.6** Part supply can be accepted only under exceptional circumstances with the permission of the Medical Superintendent. However the payment process will be initiated only with submission of consolidated bill.
- 8.7** Supplies are required to be made in original packing of the manufacturer. The packing should approximately be nearest to the total quantity demanded of any particular medicine/item on any particular day.

**9. DEDUCTION FOR DELAY/DEFAULT: -**

The Medical Superintendent, RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073(RTRMH) has the right to extend the period of delivery subject to imposition of a penalty of 2% for delayed supply of per day subject to a maximum of 10% of the non supply of items/orders. In emergency situation the risk purchase may be initiated against the firm and the same may be procured from the market and the supplier will be liable to pay risk purchase from the pending bill/performance security of the awarded chemist for the extra cost/difference.

**10. LAWS GOVERNING THE CONTRACT: -**

- 10.1** This contract shall be governed by the laws of India.

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- 10.2** The courts of Delhi shall only have jurisdictions to decide any dispute arising out of or in respect of the contract.

**11. *INSPECTION OF SUPPLIES:-***

Inspection will be done by the Medical Superintendent or his authorized representative at RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073(RTRMH) premises at designated place and time.

**12. *WARRANTY/GUARANTEE OF SUPPLIES:-***

- 12.1** The bidder will give warranty/guarantee that goods/stores/articles supplied would continue to confirm to the specifications and quality of the item during guarantee period. The bidder will replace the non consumable spare parts free of cost during this period whenever required.
- 12.2** Loss of potency of active ingredients or premature deterioration of the formulation resulting in the store, not meeting specification requirement, at any time during the life period of the store declared in the label shall be made good by the supplier by providing free replacement of stock at the consignee immediately.

**13. *PACKING & MARKING OF SUPPLIES:-***

The firm shall supply the stores with proper packing and marking for transit, so as to be received at the destination free from any loss or damage.

**14. *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 the Pr. Secretary (Health & Family Welfare, Law, Justice & Legislative Affairs), Govt. of NCT of Delhi or his nominee for arbitration whose decision shall be binding on the contracting parties.

**15. *Exit Clause:***

On mutual agreement between MS, RTRMH and the successful bidder, the bidder may be allowed to exit the contract after giving advance notice for **“three months”**.

- 16.** The Medical Superintendent/HOD reserves the right to terminate the contract without assigning any reason thereof and by giving **one Month's notice** to the Tenderer of his intention to do so and on expiry of the said period of notice, the contract shall come to an end without prejudice to any right or remedy that may occur to the other party by reason of any incident.
- 17.** The tenderer shall be responsible for producing or submitting false certificate/s or concealing facts. In case any discrepancy is found, the Tenderer will be responsible for submitting the false certificates/documents and such act shall attract termination of the contract, forfeiture of Security Deposit and Black-listing of the firm.

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**MEDICAL SUPERINTENDENT  
RAO TULA RAM MEMORIAL HOSPITAL,  
JAFFARPUR, NEW DELHI-110073**

## CHAPTER IV

### **GUIDELINES FOR FILLING THE BIDS (Detailed information is available in bidder manual Kit on e-procurement web site (<https://govtprocurement.delhi.gov.in>))**

The e-tender shall be submitted in 2 parts, viz.

(A) Pre-qualification cum Technical Bid.

(B) Price Bid.

#### ***“A” PREQUALIFICATION CUM TECHNICAL BID (ESSENTIAL DOCUMENTS)***

Before submitting, Bidders shall check & arrange in order the list of essential documents mentioned hereunder, failing which the tender shall not be considered.

**Documents to be submitted in original in the Tender box provided in the Purchase section, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 on or before last date of Submission of the e-Tender: -**

1. EMD/Bid Security of Rs. 12,000/- (Rupees Twelve Thousand only) in form of F.D.R. (Fixed deposit receipt)/Bank Guarantee will remain valid for 45 days beyond the final bid validity period (minimum 165 days from date of bid opening) issued by Nationalized/Commercial Bank, in the name of Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur New Delhi-110073 as per NIT/RFP must accompany the tender, (Ref point 2 of Special conditions).

OR

Self attested valid exemption certificate for EMD

2. An undertaking on “Non-Judicial” Stamp paper of Rs. 100/- duly attested and stamped by Notary Public on prescribed Performa ([Annexure-II](#))
3. An Under taking on Non-Judicial Stamp Paper of Rs. 10/- for No Criminal Liability of bidder and his personnel/manufacture duly attested and stamped by Notary Public on prescribed Performa ([Annexure-III](#))
4. [Annexure-VII](#) along with Check list of the tender document duly filled signed and stamped with photograph of the bidder.

**The bidders have to submit self attested Scanned documents in the Pre-qualification cum technical bids on the web site of e-procurement portal of Delhi Govt.**

1. GST Registration certificate, if applicable.
2. Latest VAT return submitted to the department of Trade & Taxes (Should not be more than one year old).
3. PAN Card of the Firm/Individual quoting tender.
4. Income Tax Return filed by the firm for the financial year 2016-17 indicating the same PAN number as submitted.
5. Valid Drug License/License for Chemist shop in the name of the tenderer, issued by Department of Drug Control, GNCTD.
6. Document showing annual turnover of last two financial years i.e. 2015-2016 and 2016-2017 duly verified, signed and stamped by C.A. For eligibility the minimum average annual turnover for the last

**RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073**

two financial years i.e. 2015-2016 and 2016-2017 should not be less than 3,60,000/- (Rupees Three Lac Sixty Thousand Only).

OR

Document showing annual turnover of last three financial years i.e. 2014-2015, 2015-2016 and 2016-2017 duly verified, signed and stamped by C.A. For eligibility the minimum average annual turnover for the last three financial years i.e. 2014-2015, 2015-2016 and 2016-2017 should not be less than Rs. 1,80,000/- (Rupees One Lac Eighty Thousand Only).

7. EMD or Valid exemption certificate for EMD (refer point 2.2 in chapter III).
8. Annexure II
9. Annexure III
10. Annexure VII

**“B” COMMERCIAL BID (Price Bid)**

1. Discount should be mentioned separately for each category as per annexure-I. The successful bidder will be selected on the basis of maximum (highest) discount offered separately on the each category of item.
2. It shall be submitted in the format as per Annexure-I

**For the Calculation of Discount following formula is to be used:-**

Suppose MRP of a item is Rs. 112/- which includes the Basic Sales Price + 12% GST (for indicative purposes only, actual rate of GST may vary), then while offering the Discount, the following calculation shall be applied:-

Maximum Retail Price (including GST)	Rs. 112.00
Less: GST	Rs. 12.00
Basic Sales Price (Rs.112 – Rs. 12)	Rs. 100.00
Discount Offered ( say 20% on basic price)	Rs. 20.00
Sales Price for Hospital after discount	Rs. 80.00
Add: GST @12% on sale price to the Hospital	Rs. 9.60
Total amount to be billed to the hospital	Rs. 89.60

**PRICE BID**

Name of Deptt. Issuing NIT: RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073

Tender ID No: :.....

Name of The Bidding firm:- .....

S.No.	Name of Item	% Discount offered on MRP
1	Allopathic Medicines, Injections, IV Fluids	
2	Surgical and Lab Consumables	

Signature of bidder.....

Name of Bidder.....

Name of the firm with seal of firm.....

N.B.:

1. The columns shall be clearly filled in ink legibly or typed.
2. The quoted discount shall be firm and final and no revision shall be allowed during the contract period on any grounds.
3. **No Column should be left blanks** which would be otherwise made the tender liable for rejection.
4. **Price bid should not be uploaded with pre-qualification cum technical bid documents otherwise made the tender liable for rejection. It should be uploaded with price bid only.**
5. In case of tie for a particular item, the work order will be given to the bidder who has higher turnover. In case of a tie of turnover, the successful bidder would be decided by a draw of lots in the presence of the bidders, who may wish to be present on the occasion.
6. **Firm which gives maximum discount for each category as per serial number 1 to 2 will be selected independently.**
7. **MRP of any items should not exceed the amount if indicated under NPPA (National Pharmaceutical Pricing Authority).**

NOTE:- The price bid must be uploaded in PDF format only



## UNDERTAKING

**(To be executed on Rs 100/- Non Judicial Stamp Paper)**

Name of the Bidder.....

Tender ID No:.....

Tender Due date.....

To

The Medical Superintendent  
Rao Tula Ram Memorial Hospital,  
Jaffarpur, New Delhi-110073

Sir,

1. I/We certify that I/We 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 contents 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 discount quoted by me/us are valid and binding on me/us for acceptance for a period of one year or till the finalization of next tender, whichever is earlier from the date of issue of the rate contract. However, I/we undertake to agree that it can be further extended for a period of one year on mutual agreement of both the parties after expiry of validity of contract.**
2. I/We undersigned hereby bind myself /ourselves to Lt. Governor Delhi to supply the various items for RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073, or on behalf of the President of India during the period of one year or till the finalization of next tender, whichever is earlier from the date of issue of the rate contract commencing from the date of finalisation.
3. The articles shall be of the best quality and kind as per the specification mentioned in the supply order. The decision of the Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 (Herein after called the said officer) as regard to the quality and kind of article shall be final and binding on me.
4. I /We undertake that supply of aforesaid will comply with provisions of Drugs and cosmetics act, and rules made there under.
5. EMD Rs. **Rs. 15,000/-(Rupees Fifteen Thousand only)** in the form of FDR (Fixed Deposit Receipt)/Bank Guarantee from any nationalised/commercial bank in the name of the Medical Superintendent, New Delhi-110073 will remain valid for 45 days beyond the final bid validity period (minimum 165 days from the last date of bid submission) or self attested valid exemption certificate is attached.
6. In case of delay in supply of goods the Performance Security submitted by me can be forfeited on merits of each case as decided by Medical Superintendent Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073.
7. In case of the purchase of the articles approved in my favour for supply, are purchased from any other source, due to delay or non-supply, the extra amount paid shall be deducted from the Security/bills submitted by me.

**RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073**

8. If the authorised officer of the Institution deems it necessary to change any article on being found of inferior quality, it shall be replaced by me free of cost in time to prevent inconvenience.
9. I/we hereby undertake to supply the items during the validity of tender as per directions given in supply order within stipulated period positively.
10. If I/We fail to supply the stores in stipulated time period and confirming to the approved quality, the competent authority has full power to compound or forfeit the Security.
11. I/We declare that no legal/financial irregularities are pending against the proprietor/partner of the tendering firm or manufacturer.
12. I/We undertake that the discount quoted by me when approved and selected by the Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 will be valid for One year (from finalisation of rate contract), or till the finalization of new tender, whichever is earlier.
13. I/We undertake to submit an Affidavit that no CBI inquiry/criminal proceeding/Black Listing is pending or going against the manufacturer/bidder firm is also enclosed.
14. I/We 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.
15. I/We undertake that it is my/our responsibility to provide warranty/Guaranty for the supplied articles to the hospital stores as per rules.
16. I/We undertake that I will ensure the rates of the Medicines supplied must not exceed the prices prevailing as per the NPPA (National Pharmaceutical Pricing Authority) recommended prices.
17. I/We undertake that I will ensure that statutory requirements existing must not be violated at any time.

**Affirmation**

I/We..... S/o,D/o .....pledge and solemnly affirm that I am the manufacturer/proprietor/ partner/ authorized signatory of M/s ..... and affirm that information submitted by me along with the 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 comes to the notice of purchaser during the validity of tender period Medical Superintendent, Rao Tula Ram Memorial Hospital, Jaffarpur, New Delhi-110073 will have full authority as he deems fit, which may amount to rejection of tender without assigning any reason.

Place.....

Date.....

**Signature of Bidder**

**(Name of Bidder)**

**Rubber Stamp of Bidder**

**NO CRIMINAL LIABILITY UNDERTAKING ON RS. 10/- AFFIDAVIT**

Tender ID No: .....

I/We.....D/o,S/o.....Resident of  
(Address)..... do solemnly pledge and affirm :-

1 That I am the manufacturer/proprietor/partner/authorised 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, Criminal/Income Tax/ Sales Tax/ Blacklisting is pending against the firm/me/manufacturer.

Place:

Date:

**Signature of the Bidder**  
**(Name of Bidder)**  
**Rubber Stamp of Bidder**

MODEL BANK GUARANTEE FORMAT FOR BID SECURITY (EMD)

To

The \_\_\_\_\_

WHEREAS .....

(name and address of the bidder) (hereinafter called "the Applicant ") has undertaken to submit proposal/application for the NIT no..... dated ..... to provide \_\_\_\_\_ services (herein after called "the Services ").

AND WHEREAS it has been stipulated by you in the said contract that the Applicant shall furnish you with a bid security in the form of 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 NIT/tender terms and conditions;

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Applicant , up to a total of Rs \_\_\_\_\_ (Rupees \_\_\_\_\_only), and we undertake to pay you, upon your first written demand declaring the Applicant to be in default under the tender terms and conditions 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 Applicant 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 thereunder or of any of the NIT/tender documents which may be made between you and the Applicant 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 until the ..... day of ....., 20.....

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

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

1. THIS DEED of Guarantee made this day of \_\_\_\_\_ between \_\_\_\_\_ (Name of the Bank) (hereinafter called the "Bank") of the one part and \_\_\_\_\_ (Name of the Authority / Hospital / Department) (hereinafter called the "Authority / Hospital / Department") of the other part.

2. WHEREAS \_\_\_\_\_ (Name of the Authority / Hospital / Department) has awarded the contract for Appointment of Local Chemist at agreed rates (hereinafter called the "contract") to M/s \_\_\_\_\_ (Name of the contractor) (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs. \_\_\_\_\_ (Amount in figures and words).

4. NOW WE the Undersigned \_\_\_\_\_ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of \_\_\_\_\_ (Full name of Bank), hereby declare that the said Bank will guarantee the Authority / Hospital / Department the full amount of Rs. \_\_\_\_\_ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Authority / Hospital / Department, the Bank is engaged to pay the Authority / Hospital / Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Authority / Hospital / Department to indemnify the Authority / Hospital / Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Authority / Hospital / Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

The Bank shall pay to the Authority / Hospital / Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of \_\_\_\_\_ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least 60 days longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Authority / Hospital / Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Authority / Hospital / Department and at the cost of the contractor.

**RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073**

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.

9. The neglect or forbearance of the Authority / Hospital / Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Authority / Hospital / Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Authority / Hospital / Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (year) being herewith duly authorized. For and on behalf of the \_\_\_\_\_ Bank.

Signature of authorized Bank official

Name \_\_\_\_\_

Designation \_\_\_\_\_

I.D. No. \_\_\_\_\_

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named \_\_\_\_\_ in the presence of:

Witness-1.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Witness-2.

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

# CONTRACT FORM

(to be executed by successful bidder only, in Rs. 100 Non Judicial stamp paper)

## AGREEMENT

This agreement made at Delhi this day of ....., between The Medical superintendent RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073, on behalf of and in the name of the President of India, hereinafter referred to as '**Purchaser**' which expression shall unless repugnant to the context or meaning there of include its successors and assigns on the one part.

AND M/s. ....having its office at .....acting through its .....(hereinafter referred to as the **Supplier** which expression unless repugnant to the context and meaning thereof includes its assigns, successors and administrations on the other part. WHEREAS the Purchaser invited Rate Contract offer for supply of ..... on the terms and conditions envisaged in the terms schedule issued with the Rate Contract Offer Document and purchased by the supplier.

AND WHEREAS the supplier has accepted each and every term and condition contained in the Tender Document, while submitting his offer. The supplier has agreed to supply of quality materials and equipments on consignment basis on the terms and conditions of this agreement to the Purchaser.

AND WHEREAS the Purchaser accepted the offer submitted by the supplier vide its letter of acceptance no..... dated .....in consideration of the mutual consent and undertakings hereinafter specified and for other good and valuable consideration this agreement witness and is hereby agreed on the conditions of the RCO and the following documents shall form and be constructed a part of the Agreement Deed: -

- a) The terms & conditions of the Rate Contract Document
- b) The tender document
- c) The letter of acceptance dated .....
- d) The offer submitted by the supplier.
- e) The rates (discounts) mentioned in annexure to agreement.

The aforesaid documents shall be taken as complementary and mutually explanatory of one another but in case of discrepancies and ambiguities shall take precedence in the order set out above. In this regard the decision of Medical superintendent RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073 Purchaser shall be final.

For Supplier .....  
.....

Medical superintendent  
Rao Tula Ram Memorial Hospital, Jaffarpur,  
New Delhi-110073  
Signature with Office Seal

**BIDDER DETAILS**  
(Scanned copy to be uploaded)

Tender ID No .....

Due on .....

Affix duly attested  
passport size recent  
photograph of the  
authorized person

<u>S.No</u>	<u>Description</u>	<u>Details</u>
<u>1</u>	Name of the Bidding Firm	
<u>2</u>	Address of the Bidding Firm	
<u>3</u>	E-mail	
<u>4</u>	Drug License/license No. under D&C Act1940 issued by DCAD: No.	
<u>5</u>	Validity of the Drug License/license(Date)	
<u>6</u>	PAN card Number:	
<u>7</u>	GST Registration No.	
<u>8</u>	EMD Type & No.	
<u>9</u>	Amount of EMD	
<u>10</u>	EMD Valid up to(Date)	
<u>11</u>	Name of issuing bank & Branch of EMD	
<u>12</u>	Average Annual Turnover for last two F. Y. or last three F. Y. (Refer point 4.1 of chapter III)	

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

**Date:**

**Signature of bidder**  
**Name of bidder**  
**Name of Firm with Seal of Firm**



**RAO TULA RAM MEMORIAL HOSPITAL, JAFFARPUR, NEW DELHI-110073**

Tender ID No:

**Check-list for document****Physical form(Hard Copy) documents****To be Submitted in Original Copy along with Annexure-VII**

S. No	Document	Yes/No
1	Bid Security/EMD in form of F.D.R.(Fixed deposit receipt)/Bank Guarantee issued by Nationalized/Commercial Bank remain valid for 45 days beyond the final bid validity period or Valid Exemption Certificate of EMD. (Ref point 2 of Special conditions).	
2	An undertaking on "Non-Judicial" Stamp paper of Rs. 100/- duly attested and stamped by Notary Public on prescribed Performa (Annexure-II)	
3	Under taking on Non-Judicial Stamp Paper of Rs. 10/- for No Criminal Liability of bidder and his personnel/manufacturer duly attested and stamped by Notary Public on prescribed Performa (Annexure-III).	
4	Annexure –VII along with check list of the tender document duly filled signed and stamped with photograph of the bidder.	

**Check-list for uploading Scanned documents**

S.No	Document	Yes/No
1	GST registration certificate	
2	Latest VAT return submitted to the department of Trade & Taxes (Should not be more than one year old).	
3	PAN Card of the Firm/Individual quoting tender.	
4	Income Tax Return for the financial year 2016-17 submitted to the income tax department.	
5	Valid Drug License/License for Chemist shop in the name of the tenderer, issued By Department of Drug Control, GNCTD.	
6	Average Annual Turnover Certificates for the last two financial years i.e. 2014-15 & 2015-16 or last three financial years i.e. 2013-14, 2014-15 & 2015-16 duly certified by a Chartered accountant and copy of the audited balance sheet for the last two/threes financial years. (Refer point 4.1 of chapter III)	
7	EMD or Valid Exemption Certificate of EMD	
8	Annexure II	
9	Annexure III	
10	Annexure VII	

**Check-list for uploading Price Bid**

S.No	Document	Yes/No
1.	Annexure I	

Signature of bidder.....

Date:

Name of Bidder.....

Name of the firm with seal of firms.....