NATIONAL RURAL HEALTH MISSION

(A Government of HARYANA Undertaking)
Bays No. 55-58, Paryatan Bhawan, Sec -2, Panchkula 134109
Phone: 0172-2580465 / Fax: 0172-2580465
Website: www.nrhmharyana.org.com

TENDER FOR PROCUREMENT OF ENGLISH MEDICINES Kits

FOR THE PURCHASE OF DRUGS, BY NATIONAL RURAL HEALTH MISSION FOR ONE TIME FROM THE DATE OF ACCEPTANCE (2012 – 2013)

Deputy Director (IPD/Pharma)
**TENDER FOR PROCUREMENT OF ENGLISH MEDICINES Kits**

<table>
<thead>
<tr>
<th><strong>Bid Reference No</strong></th>
<th>: IPD/NRHM/2013/1359-A Dt. 06.03.2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date of commencement of Sale of Bidding documents</td>
<td>: 11.03.2013</td>
</tr>
<tr>
<td>Last date for Sale of Bidding Documents</td>
<td>: 15.03.2013, upto 3:00 p.m.</td>
</tr>
<tr>
<td>Last date &amp; time for receipt of Bids</td>
<td>: 18.03.2013, upto 2:00 p.m.</td>
</tr>
<tr>
<td>Time &amp; date of Opening of Bids</td>
<td>: 18.03.2013, at 4:00 p.m.</td>
</tr>
<tr>
<td>Place of Opening of Bids</td>
<td>: Deputy Director (Procurement) 1st Floor Bays No. 55-58, Sector 2, Panchkula, Haryana</td>
</tr>
<tr>
<td>Address for Communication</td>
<td>: Mission Director, NRHM Haryana, 1st Floor Bays No. 55-58, Sector 2, Panchkula, Haryana</td>
</tr>
</tbody>
</table>

**Deputy Director (IPD/Pharma)**
A. The Mission Director O/o NRHM, Haryana, 1st Floor Bays No. 55-58, Sector 2, Panchkula, Haryana hereby invite tender for the Purchase of English Medicines.

B. Tender Document detailing terms & conditions applicable for the Purchase of English Medicines may be obtained from procurement branch, as per address mentioned above w.e.f 11.03.2013 from 10:00 am to 3:00 pm on any working day upon payment of Rs. 500/- non refundable in the form of demand draft/Indian Postal Order in favour of Mission Director, O/o NRHM, Haryana, Panchkula payable at Panchkula.

C. The tender document can also be downloaded from website www.nrhmharyana.org.com. In case the downloaded tender document is used for submission on Tender for procurement of English Medicines the tenderer has to submit along with tender a Demand draft/Indian Postal Order in favour of Mission Director, O/o NRHM, Haryana, Panchkula for Rs. 500/- The tender not accompanied by tender document cost or EMD prescribed in tender document will be straightway rejected.

D. The tender invited will be received upto 2:00 P.M. on 18.03.2013 which will be opened at 4:00 p.m. on 18.03.2013 in the room of Deputy Director IPD/Pharma in the presence of the authorized representative of the laboratories. The representative attending the bid opening proceeding must tender the authorization letter from the bidders.

E. All the requisite documents must be attached with the Tender document. No further opportunity will be given for submitting any document after the opening of bid and bids will be evaluated on the basis of documents submitted alongwith bid.

F. In any case the date of tender opening is declared as holiday for Govt. offices the next working day will be treated as receipt and opening day at the same time venue.

G. Mission Director, NRHM, Haryana Panchkula reserve the rights to accept/reject any or all the bid without assigning any reason.

-Sd-
Mission Director

Deputy Director (IPD/Pharma)
1. Sealed Tenders will be received **till 2:00 P.M. on 18.03.2013** by the Mission Director, NRHM, Haryana Panchkula for the English Medicines. The tender may however be extended for a further period on mutually agreed terms.

2. **Eligibility Criteria:- On Annexure “A”**

3. **Submission of Tender :-**

   The tenderer must submit two separate sealed covers superscribed Cover “A” (Technical Bid) & Cover “B” (Price Bid). Both Cover “A & B” should be further kept in another separate cover on which it shall be suprscribed “English Medicines.

**Cover- A (TECHNICAL BID):-**

Cover A should contain the following documents and annexures.

(a) The **Earnest Money Deposit** shall be **Rs. 15000/-**. The Earnest Money Deposit shall be paid in the form of Demand Draft in favouring of Mission Director, NRHM, Haryana Panchkula payable at Panchkula. The EMD should be sent with the tender form in Cover-A. EMD in the form of Cheque/Cash/Postal Order will not be accepted. The EMD will not earn interest.

(b) The tenderer shall submit a checklist of the **list of documents** enclosed and their page Nos. (In the enclosed proforma in Annexure – I).

(c) Attested Photocopy of **Manufacturer Licence etc.** valid up to date, issued by the State Drug Controller.

(d) Non Conviction Certificate for the last three years, **i.e., 2010-11,2011-12,& 2012-13** issued by the competent authority submitted along with tender.

(e) Attested Photocopy of sale tax return and income tax return for the last three year, i.e., **2010-11,2011-12, & 2012-13** submitted alongwith the tender.

(f) Annual turnover statement for the last three FY i.e. **2010-11,2011-12,& 2012-13** certify the charted accountant & also submitted the copies of audited balance sheet & profit and loss account for the last three years duly certified the charted accountant.

**FOR ELIGIBLE CONDITIONS & GENERAL CONDITIONS** See Schedule “A”

Deputy Director (IPD/Pharma)
Tender Document Sale Particulars.

Issued to:_________________________________________ on________________________

Against DD No./Indian Postal Order No._______________ dated__________ Amounting to
Rs._________ issued by bank/Post office.

Request particular Letter No. _______________ dated_____________

Signature:______________
(Representative of Procurement Branch)

Deputy Director (IPD/Pharma)
**Schedule “A”**

<table>
<thead>
<tr>
<th>Tender Notice No.</th>
<th>1/2012-13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sr. No. Tender</td>
<td>01 (Supply of English Medicines)</td>
</tr>
<tr>
<td>Superscribed No. of Tender</td>
<td>No. IPD/NRHM/2012-13</td>
</tr>
<tr>
<td>Technical &amp; Finical Bids can be submitted up-to</td>
<td>18.03.2013 at 2:00 P.M.</td>
</tr>
<tr>
<td>Date &amp; time of opening of Finical Bids/s</td>
<td>To be intimated later on</td>
</tr>
<tr>
<td>Tender Fee</td>
<td>₹ 500/-</td>
</tr>
<tr>
<td>Earnest Money required</td>
<td>₹ 15000/-</td>
</tr>
<tr>
<td>Rates to be kept valid for acceptance upto</td>
<td>Upto Three month from the acceptance of rate</td>
</tr>
</tbody>
</table>

**Sr. No. Description of Stores | Qty. | Place of delivery**

*English Medicines* One time purchase Anywhere in Haryana/Chandigarh

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Name of Medicines</th>
<th>Packing</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Zinc Sulphate Tablet IP 20 mg.</td>
<td>10 x 10 (strip)</td>
<td>16700 Tablets</td>
</tr>
<tr>
<td>2.</td>
<td>Azithromycin (1g) OD STAT Cefixime (400 mg) OD STAT</td>
<td>In Kit form-1 Gray color</td>
<td>2787 (kits)</td>
</tr>
<tr>
<td>3.</td>
<td>Secnidazole (2g) OD STAT and 1 Cap. Fluconazole (150 mg) OD STAT</td>
<td>In Kit form-2 Green</td>
<td>7325 (kits)</td>
</tr>
<tr>
<td>4.</td>
<td>Benzathine pencillin (24 MU) IM STAT Azithromycin (1g) OD STAT</td>
<td>In Kit form-3 White</td>
<td>1631 (kits)</td>
</tr>
<tr>
<td>5.</td>
<td>Doxycycline (100 mg) x BD x 14 days Azithromycin (1g) x OD STAT</td>
<td>In Kit form-4 Blue</td>
<td>327 (kits)</td>
</tr>
<tr>
<td>6.</td>
<td>Acyclovir (400 mg) x TDS x 7 DAYS</td>
<td>In Kit form-5 Red</td>
<td>651 (kits)</td>
</tr>
<tr>
<td>7.</td>
<td>Cefixime (400 mg) x OD STAT Metronidazole (400 mg) x BD x 14 days Doxycycline (100 mg) x BD x 14 days</td>
<td>In Kit form-6 Yellow</td>
<td>3263 (kits)</td>
</tr>
<tr>
<td>8.</td>
<td>Doxycycline (100 mg) x BD x 21 days Azithromycin (1g) x OD STAT</td>
<td>In Kit form-7 Black</td>
<td>163 (kits)</td>
</tr>
</tbody>
</table>

**ELIGIBILITY CONDITIONS**

Firms to be eligible for supplying must fulfill the following conditions:-

1. Firm must have valid drug license from the State Drug Controller and only licensed Indian Drug manufacturers are eligible to quote for the drugs under the generic names.

2. GMP (Good Manufacturing Practice) Certificate as per the revised Schedule ‘M’ of the Drugs & Cosmetics Act, 1945.

OR

Deputy Director (IPD/Pharma)
Firm must have valid WHO-GMP certificate issued by Central/State Drug Controller Authorities for each of the drug quoted. (if applicable)

3. Pharmaceutical firms having a minimum annual turnover of Rs. 5 Crore in the each of the last three years will be eligible for participation in each of the last three years.

4. Firms will have to submit audited financial statement for those three years in support of annual turnover.

5. Turnover should be in respect of the firm submitting the tender. Group turnover will not be considered for determining the eligibility. A photocopy of the sale tax clearance certificate should accompany the tender.

6. All the drugs and medical consumables and surgical and sutures items will be purchased directly from the manufacturers. Original manufacturers shall be eligible to quote in the tender, to avoid any middle man interference.

Or

Authorized distributor/dealer having valid drug license can quote in the tender.

7. As drugs/ dressing material are essential items, more than one firm may be approved at the lowest rates. The approval will be valid for a period upto two years.

8. A certificate from the State Drug Controller Concerned that that the firm has been manufacturing and marketing the product/products for which the firm has quoted the price, for the last three years at the time of submission of offer.

The condition of minimum 3 years manufacturing & marketing experience however will not apply to drugs, which were introduce in India less than 3 year ago. The manufacturer would be required to submit a certificate from state licence authority or Drug Controller General India or only State Licensing Authority in support of their claim.

9. For proprietary drugs, if a firm is the sole manufacturer for the products, it can be eligible provided it submits certificate to this effect from the State Drug Controller/Licensing Authority.

10. Firm should submit a non-conviction certificate issued by the State Drug Controller, to the effect that the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and rules there under during the preceding three years or any of the drugs for which he has quoted price and that no case/proceedings is pending against the manufacturers in any court of law in India under the Drugs & Cosmetics Act.

11. Furnishing of wrong information and false documents will make the firm ineligible and liable to be debarred/blacklisted from participation

12. Validity of the Rate Contract is two years from the date of finalization of the contract, but in case of exigencies, period can be extended further by mutual consent of both parties.

Deputy Director (IPD/Pharma)
13. Drug supplied should not be older than one sixth (1/6) of its shelf life from the date of manufacture.

14. Undertaking by the firm that it would own responsibility of any damage arising because delay in supply, non-supply or supply of poor quality of drugs.

15. No facility regarding import license for raw materials etc can be given.

16. In all supplies which are branded with the Haryana Govt. supply mark including rejected stores, it would be a condition that such supplies will not be solved to the general public.

17. The supply is for F.O.R destination.

18. The department will not pay separately for transit insurance and the firm will be responsible for delivery of items covered by the supply order in good condition.

Pharmacopeial Specifications

- IP/BP/USP etc. should be clearly mentioned against each drug/constituent of the formulation quoted as per the provisions of Drugs and Cosmetics

- Furnishing of wrong information and false documents will make the firm ineligible and liable to be debarred/blacklisted from participation.

- Non submission of the certificate of price ceiling fixed by National Pharmaceuticals Pricing Authority not following all the terms & conditions of department, furnishing wrong information and false documents will make the firm ineligible and liable to be debarred/blacklisted from participation in future for two years alongwith forfeiting the earnest money.

Fall Clause:

If at any time during the execution of the contract the controlled price becomes lower or the contract reduces the sale price or sells or offer to sell such stores as are covered under the contract, to any person organization including the purchaser or any department of Central Government/State Government at a price lower than the price chargeable under the Contract, he shall forthwith notify such reduction or sale or offer of sale to the purchaser and the price payable under the contract for the store supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced. **A undertaking to this effect must be submitted alongwith tender.**

Marking:

The firm shall supply the stores with proper packing and marked with monoculture of the drugs for transit so as to be received at the destination free from any loss or damage. The stores supplied by the firm should strictly conform to the labeling provision laid down under the Drug and Cosmetic Rules 1945.

Deputy Director (IPD/Pharma)
**Packing:**

- All labels of cartons, ampoules, vials, bottle jars, tubes, tins strips Gauze Cotton, bandages, containers etc. should be emboldened/imprinted/stamped with CAPITAL AND BOLD LETTERS ‘FOR SUPPLY TO GOVT. OF HARYANA NOT FOR SALE’. MRP should of course not be printed. Such packing shall clearly indicate the description, quantity, name and address, contract No. and date for identification.

- Loose supplies/damaged packing/tempered or damaged labeled supplies shall not accepted under any circumstance and will be recovered from the firm.

- Supplies to be made in proper boxes/cartons and should way not more than 15 kg.

- All the cartons/boxes should be virgin/new with 5 ply.

- Liquid orals to be supplied only in glass bottles/plastic bottles conforming to IP Drugs & Cosmetics Act.

- It should be ensured that only first use packaging material of uniform size including Bottles and vials is used for making supplies.

- All containers i.e. bottles, tins, cartons, tubes etc. are required to be secured with pilfer-proof scales to ensured genuineness of the products packed and the correctness of the contents.

- The IV fluids/large volume fluids (100 ml or more)/Eye/Ear drops will be purchased with Glass and FFS/BFS Technology packed.

- All Hygroscople drugs must be packed in aluminum/blister packs.

- The tablets/capsules should be packed in 10 tabs or capsules per strip and 10 strips in a box except otherwise mentioned.

- The labels in case of injectables should clearly indicate whether the prescriptions are meant for INTRA VENOUS, INTRA-MUSCULAR or SUB-CUT ANEOUS etc.

**Logograms/Labeling:**

The supply will be prepared and packed with the logogram either printed or embossed on tablets, capsules and bottles etc as per the design supplied by the department. All the tablets and capsules have to be supplied in standard packing of 10 x 10 in strip/blister packing with printed logogram and shall also confirm to schedule PI of the Drugs & Cosmetic Rules wherever it applies

**Life Period:**

Drug supplied should not be older than one sixth (1/6th) of its shelf life from the date of manufacture.

Deputy Director (IPD/Pharma)
Delivery Period:

- The time for and the date of delivery of stores stipulated in the supply order shall be deemed to be the essence of the contract and delivery must be completed within 4 to 6 weeks (including date of dispatch of supply order & date of receipt of goods) from the actual date of dispatch either by post or by hand. If the last date of delivery of goods happens to be holiday or declared as holiday, the next working day shall be the last day for delivery or goods.

- If the firm fails to execute the supply order within the stipulated period a penalty of 2 per cent of the value of the total order per week or a part of a week will be levied. The maximum penalty for late supply shall not exceed 10% of the total value of the order/orders i.e. a maximum of two weeks extension can be granted after the expiry of delivery period. The cutoff date of delivery period shall be counted from the date of actual dispatch of supply orders to date of receipt of supplies at FOR destination.

- In case of any of the drug being rejected or not supplied at all or sort supply, the department shall be at liability to procure the same at the risk and expenses of the firm and the firm shall upon demand paid to the department all such extra charges and expenses as may be incurred or sustained in procuring and testing the same.

- The firm shall make deliveries against supply orders for such stocks as and when required, all receipt of the orders the firm shall execute the order to within 4-6 weeks.

Inspection sampling at the consignee address:

- The supplies should be accompanied with in-house test report. After the receipt of the consignment, the department will draw a sample out of each consignment and will send it for testing at one of the Govt. approved testing laboratories. If the sample/samples is/are found not of standard quality the consignment shall be rejected.

- Regular and random testing of drugs will be undertaken from Govt./Govt. approved laboratories at the time of supply and at any time during the shelf life or when ever any defect is notice. All the charges for getting samples tested would be borne by the supplier.

- All rejected stores shall in any event remain and will always be at the risk of the firm immediately on such rejection.

- The department, reserve the right for inspection of the pharmaceutical firm participating in the tenders by officers appointed by the Director General. They can carry out inspection for assessing the capacity/capability/eligibility of the firm to make supplies and to ensure that good manufacturing practices are being followed by manufacturer. The decision of the Director General shall be final in this regard. It is also open to the department to send persons as may be designated by him to inspect stores and draw samples from therefore dispatch of the consignment.

Deputy Director (IPD/Pharma)
• If the product is found to be not of standard quality, the total cost of test will be batch irrespective of the fact that part of the supplied stores may have been consumed. Where a drug supplied by the firm is found to be of “Not of Standard Quality” the firm will be debarred from supplying that drug for a period of 3 years. No further orders will be placed to the firms for that particular drug and rate contract for that particular drug will be cancelled.

• If more than one items of the firm are declared as “not of standard quality/Spurious” by a Govt. approved laboratory then the firm will be debarred to participate in tender for all its items for a periods of 3 years.

• If any supplying firm is found to have two (2) reports of one batch or two batches of one item as not of standard quality or non-supply or part supply of two items that firm will not be given any purchase order for that item for next five financial year.

• If any drug fails in assay test or injectables, IV Fluids Eye/Ear Drop fails in assay or sterility test the supplier of that item will replace full (100%) stock of that batch and take back the available Not of Standard Quality stock at his own cost.

Penalties

• If any store/stores supplied against this Rate Contract are found to be not of standard quality on test analysis from approved laboratory and / or on inspection by competent authority, the firm will be liable to replace the entire quantity or make full payment of entire batch irrespective of fact that part or whole of the supplied stores may have been consumed.

• If the product is found to be 'not of standard quality', the cost of testing will be recovered from the supplier.

• If the firm fails to replace the batch declared to be 'not of standard quality' or fails to make payment in lieu of that, the firm is liable to be debarred for 3 years in respect of the one or more or all the items in the Rate Contract of the Director Supplies and Disposal.

• In case of immunological agents, firms are debarred to participate in the tender for five years, for that particular immunological agent in which there had been a batch failure/substandard report from any authorized testing laboratory. Five years would be counted from the date of such report.

• The price charged for the stores supplied under the agreement or the rate quoted by him for supply of medicines to the department, whichever is lower, shall in no event exceed the lowest price at which the firm sells the stores of identical description to any other person(s) during the said period of agreement. If any time during the said period, the firm reduce the sales price of such stores or sells such stores to any other person lower than the price chargeable under the agreement, he shall forthwith notify such reduction in sale price to the Department and the price payable under the agreement for the stores supplied after the date of its coming in to force will be the reduced price. The approved price in Rate contract shall stand correspondingly reduced.

Deputy Director (IPD/Pharma)
• Non-performance of contract provisions, part supply and non-supply of purchase orders will disqualify a firm to participate in the tender for a period of 3 (three) years and his security deposit will be forfeited and no further purchase order will be given to that firm for that item.

GENERAL CONDITIONS

1. Mission Director NRHM, Haryana reserves the rights to increase or decrease the quantity at any stage.

2. The inspection of the stores will be carried out preferably in the State of Haryana, Place of inspection should be indicated.

3. The tenderers must attach with their offers the partnership deed or constitution of the firm indicating the name of the proprietor.

4. Please indicate the name, designation of the person who signs the schedule ‘B’ and who shall have further correspondence in this case.

5. The successful tenderer is required to send the agreement in duplicate, as per the condition of the contract, within Three days from the date of issue of acceptance/detailed orders by the Mission Director NRHM, Haryana

6. The Earnest Money submitted by the tenderers along with offers will be forfeited to Government Account if they fail to execute the supply order as per terms & conditions

7. The test report (if required in schedule ‘A’) to be furnished by the tender should be complete in all respects and should have all the results as per I.S.I. specifications/Pharmacopeia etc. only. Incomplete test report results shall be rejected. It will be the responsibility of the tender to submit test report complete in all respects.

8. Offers not received on the prescribed Tender form or not supported with Tender Fee will not be considered. Schedule ‘B’ should be signed on all pages.

9. All cuttings/over writings in the tender should be attested by the tenderer under his/her signature/date.

10. FALL CLAUSE:- The price charged in the tender/quotation for the stores shall not exceed in any way the lowest price at which the tenderers to quote for the supply the stores of identical description to DGS&D, New Delhi. State Government Institutions/Undertakings/any other person during the delivery period/currency period of the rate contracts.

11. IMPORTANT NOTE:- OFFERS WITHOUT EARNEST MONEY, TENDER FORM OR TENDER FEE, DRUG LICENCE, WHEREVER ASKED FOR ARE LIABLE TO BE SUMMARILY REJECTED.

Deputy Director (IPD/Pharma)
12. ALL DOCUMENTS TO BE SUBMITTED BY THE FIRMS SHOULD BE DULY ATTESTED BY CLASS-I GAZETTED OFFICER IN CASE THESE ARE COPIES OF THE ORIGINAL DOCUMENTS. NO UNATTESTED DOCUMENTS WILL BE ENTERTAINED.

13. EARNEST MONEY OF THE TENDERERS WILL BE FOREFEITED TO GOVERNMENT ACCOUNT IF THEY WITHDRAW THEIR OFFER/RATES OR MODIFY THE CONDITION OF THEIR OFFER DURING THE VALIDITY PERIOD WHICH IS ADVERSE TO BUSINESS ETHICS.

-Sd-
Mission Director
O/o (NRHM), Haryana

Deputy Director (IPD/Pharma)