

SECOND EXTENSION

On behalf and in the name of Governor of Maharashtra, Director of Health Services, Mumbai had invited sealed Tenders from Manufacturers or authorized Distributor for Purchase of Psychiatric Drugs for Mental Hospitals which was published in Gazette dated 9.4.2009. Period of this tender is further extended for following drugs.

Sr.No.	Name of Item	Packing Unit	Total Quantity
1	Inj. Haloperidol Deconate 50mg/1ml	10X10 Amp. Per pack	9500 Amp.
2	Tab.Donapzil 5mg	10X10Tab.. Per pack	43000 Tab.

1. Extended date for sale of Tender Forms:

8.6.2009 to 22.6.2009

2. Last date of accepting Tender Forms:

23.6.2009 (up to 1.00 p.m.)

3. Date of Opening Tender: 23.6.2009 (2.00 p.m.)

All other terms and conditions of the original tender notice remains unchanged.

**For Director of Health Services,
Mumbai**

दुसरी मुदतवाढ

संचालक आरोग्य सेवा, मुंबई यांच्यावतीने प्रादेशिक मनोरुग्णालयातील मनोरुग्णाकरिता औषधे खरेदी करण्याकरिता अधिकृत विक्रेते /उत्पादकाकडून जाहिर निविदा मागविल्या होत्या. यापुर्वी गॅझेटमध्ये प्रसिध्द झालेल्या निविदा सुचनेचा दिनांक ९.४.२००९ असा आहे. सदर निविदेस अल्प प्रतिसाद आल्याने मुळ निविदा सुचनेस खालीलप्रमाणे प्रथम मुदतवाढ देण्यांत येत आहे.

Sr.No.	Name of Item	Packing Unit	Total Quantity
1	Inj. Haloperidol Deconate 50mg/1ml	10X10 Amp. Per pack	9500 Amp.
2	Tab.Donapzil 5mg	10X10Tab.. Per pack	43000 Tab.

१. निविदा विक्रीचा वाढीव कालावधी : दि.८.६.२००९ ते २२.६.२००९
२. निविदा स्विकारण्याची अंतिम तारिख व वेळ दि.२३.६.२००९ (दुपारी १.०० पर्यंत)
३. निविदा उघडण्याची तारिख व वेळ दि.२३.६.२००९ (दु. २.०० वाजता)

मुळ निविदा सुचनेतील अटी व शर्तीमध्ये कोणताही बदल नाही.

संचालक आरोग्य सेवा,
मुंबईकरिता.

Government of Maharashtra
DIRECTOR OF HEALTH SERVICES

Arogya Bhavan 1st Floor St. George's Hospital Compound,
Near C.S.T. Station, Mumbai-400 001. Maharashtra State

Website: <http://maha-arogyaa.gov.in>

Email: procurementcell@gmail.com

Tele Fax : 022-22626282

TENDER FORM

Sr. No.

Govt. Receipt No.

Date:

Scheduled to Tender No : DHS/SP-1/Men.Med./09-10/Procurement Cell, Mumbai

Period for sale of Tender Form : 8.6.2009 to 22.6.2009

Last Date of Submission of Tender : 23.6.2009 up to 1.00 noon

Date of Opening of Env. No.1. : 23.6.2009 at 2.00 p.m.

Sr. No	Drug	Packing Unit	Quantity in packing Unit	E. M. D.
1	Inj. Haloperidol Deconate 50mg/1ml	10X10 Amp. Per pack	9500 Amp.	Rs 1100/-
2	Tab. Donapzil 5mg	10X10 Tab.. Per pack	43000 Tab.	Rs.10300/-

TENDER NOTICE

Tender No. No. DHS/SP-1/Medicines/Mental Hospitals/08-09/P.C./09Tender for Purchase of following Items is being published in Maharashtra Government Gazette Supplement -II Dated **9.4.2009** by Directorate of Health Services, Mumbai and sealed Tenders are invited from Manufacturer & Authorized Distributors by following Two Sealed Envelop Systems.
Two Sealed Envelop System.

Sr. No	Drug	Packing Unit	Quantity in packing Unit	E. M. D.
1	Inj. Haloperidol Deconate 50mg/1ml	10X10 Amp. Per pack	9500 Amp	Rs 1100/-
2	Tab.Donapzil 5mg	10X10Tab.. Per pack	43000 Tab.	Rs.10300/-/-

1 The vender should bring an application on the firms letter head mentioning in the application person authorized to purchase tender forms & the same will be available on following address from **8.6.2009 to 22.6.2009** between **11.00 am to 5.00 p.m.** on payment of
Tender Form Fee (**Non Refundable**) for **Rs. 1000/-**

Joint Directorate of Health Services, (Procurement Cell)
Arogya Bhavan, 1st floor,
Directorate of Health Services,
St.George's Hospital Compound,
Near V.T.Station., Mumbai-1 Maharashtra State

* Bidders also can download the tender document published on website of Government & Director of Health Services, Mumbai and submit along with tender form fee of **Rs-1000/-** (non refundable) The Demand Draft should be drawn in favour of **Director of Health Services,Mumbai**; failure of non submission of tender fee will result in invalidation of tender.

2. As indicated above, the Tenders in sealed envelopes clearly mentioning Tender for medicines for mental Hospital should be submitted to ***Jt. Director, Purchase Cell, Arogya Bhavan ,Directorate of Health Services, St.George's Hospital Compound,Chatrapati Shivaji Terminas,P.Demelo Road, Mumbai - 1*** on or before **23.6.2009 up to 1.00 p.m.**

3. Director of Health Services reserves the right to increase or decrease the quantity to be purchased/ and also reserves the right to cancel the tender without giving any reasons there to.

4. Tenders will be opened on **23.6.2009** at **2.00 p.m** in presence of Vendors or their authorized persons.

**For Director of Health Services,
Mumbai**

Tender Envelop Should Contain Envelop No. 1& 2 **I) ENVELOP NO.1 (TECHNICAL BID)**

This envelope should be clearly marked as Envelop No.1 & should contain the following documents.

- 1) **EARNEST MONEY DEPOSIT (EMD):** The tenderer should pay Earnest Money Deposit either in the form of Bank Guarantee of Nationalized Bank valid for 6 month form the date of opening of technical bid or in the form of Demand Draft of Nationalized or Schedule Bank drawn in the Name of the Director of Health Services, Mumbai valid for 6 month from the date of opening of Technical bid.

OR

Tenderer exempted for payment of E.M.D should produce a letter for exemption for the mentioned item from competent authority. Firms registered with i) C.S.P.O. ii) D.G.S. & D iii) S. S. I. Unit, iv) N.S.I.C. should enclose attested Xerox copy of the registration with the tender. SSI Vnits should submit SSI Certificate Part II after the year 2006.

The E.M.D. will be forfeited if the tenderer fails to complete the contract according to tender if accepted. EMD of the unsuccessful tenderers will be refunded within one month of finalization of the final order.

- 2) **VAT CLEARANCE CERTIFICATE:** The attested copy of VAT Clearance Certificate mentioning clearance of Sales Tax upto December 2008 or where applicable sales tax exemption certificate from concerned authority wherever applicable.
- 3) **AUTHORIZATION LETTER: (Bonafide Distributor Certificate)** A manufacturer can authorize distributor or can apply directly. A manufacturing firm desirous of authorizing distributor should mention their names & complete address No change of distributor within the tender period will normally be allowed. Copy of Drug License of such distributor valid on the day of submission

of tender should be submitted along with authorization letter in given proforma
Annexure No. 2

A manufacturer should authorize only one Distributor for quoting rates. If Bidder is manufacturer he should furnish all necessary documents of his own and of **distributor also**.

Not more than one dealer is allowed to participate. Sub dealer/Third party Authorization letter will not be accepted.

- 4) **DRUG LICENSE OF MANUFACTURER :** Certified copy of Drug License of Manufacturer valid on the day of submission of tender from food and Drugs Administration along with list of products Licensed to be manufactured. If quoted item is manufactured at different places, manufacturing License from respective FDA should be enclosed.
- 5) **PERFORMANCE CERTIFICATE :** The performance certified from concerned Food and Drugs Administration as per Proforma in **Annexure No. 3** Should be submitted along with tender. If the manufacturing of the same items for which tender is are at various places, either in Maharashtra or outside Maharashtra, performance certificate from should be submitted from the respective Food and Drugs Administration Authority, where the manufacturing activities are carried out. However firms located outside Maharashtra State should submit the certificate from Food and Drugs Administration of relevant State. BUT THE SAME MUST BE COUNTERSIGNED BY AND WITH NO OBJECTION endorsement by Food and Drugs Administration, Maharashtra State Mumbai.
- 6) **Received Schedule M CERTIFICATE** - Valid Revised Schedule M Certificate from concerned Food and Drugs Administration in prescribed proforma stating that the drugs quoted in the tender are manufactured by using Good Manufacturing practice should be submitted.

The Bidder should also submit the performance statement of his own & manufacturer for last three years certified by auditor of the firm. In Performa annexed

7) **PAST PERFORMANCE** - Details of supplies of particular products, during last one year, provided to Government agencies, Ministry of defense, Ministry of Railway, DGS&D and Municipal Corporations, Local Bodies, Other Large Organization etc, should be furnished.

30% of the Tendered quantity must be supplied during last year to above-mentioned organization. If not supplied, Tender will be disqualified.

a) All the copies of certificates attached with the tender should be duly attested by / Public Notary.

b) **The tender form should be duly filled and submitted with signature on every page.**

If any of the above documents/ information's, as enlisted in No.1 to No. 9, are not enclosed with the tender, the tender is liable to be treated as invalid and will be disqualified for opening of envelop no. 2

8) In case of every offer, whether indigenous or imported the name of manufacturer, addresses, together with brand Name/ should be indicated in the tender.

9) The Drugs should be kept ready for pre-delivery inspection which will be carried out by this office. The Bidder should inform accordingly well in advance to this office.

10) Any conditional offer of the tenderer will be rejected.

2 ENVELOPE NO. 2 (COMMERCIAL BID)

The second envelope should be clearly marked as ENVELOPE No.2 (Commercial bid) It should contain the price & should be submitted in performa only . Rates should be written both in figure and words (Annexure - V). In quoting rates where there is no numerical figure preceding point decimal., it is to be preceded by cipher "0" e.g. product X - price Rs. 0.62 unit. Envelope No. 2 should be sealed & marked as envelope No. 2 .THE COST SHOULD BE QUOTED IN INDIAN CURRENCY. The tenderer should quote the F.O.R. Price, inclusive of packing, forwarding charge, Insurance & freight, C.S.T., Sales tax, Octroi, basic custom duty, custom clearance charge etc. or any other charges, existing or imposed before delivery of goods etc.

3 OTHER TERMS AND CONDITIONS CONCERNING THE TENDER

1) Opening of Tender : Tenderer is at liberty to present or authorize any person as representative for the opening of tender (Envelops No. 1 & 2) at the time and date specified in the schedule or as communicated separately.

2) No. Price should be quoted in envelope No. 1 If any price is quoted in envelope No. 1, the entire tender will be treated as invalid.

3) The successful tendere will have to enter into agreement contract with Govt. of Maharashtra of material within prescribed time limit.

4) Both the sealed envelops No. 1 and No. 2 should be put together in one cover and it should be sealed. This sealed envelope should be marked on upper left hand corner mentioning name of the item, tender enquiry No, & date of tender opening. The full name and address of the tenderer should be written on the left hand lower corner.

5) Envelope No. 2 will be opened only when the documents as mentioned in envelope No. 1 are in order, as per requirements and if item is as per specifications. Valid tenderer will be informed accordingly.

6) Quantity analysis report :.

7) The tender will remain valid for period of 120 days (or any other scheduled period Which the tenderer may specify) from the date of opening the envelope No. 2

8) There will not be any price negotiations after opening of envelope No.2, except with the lowest 1 (L1), if required. Hence all the tenderers are required to quote their most Competitive rates.

9) **Price Variation Clause** : The claim for increase in the prices only in the case of statutory variations will be considered on merits by Govt. on Production of Satisfactory documentary evidence.

10) **Security Deposit** : The successful tenderer will have to pay Security Deposit of an amount equivalent to 5 % of the cost of the Drugs offered in the form of.

**a) Bank guarantee valid till march 2011 issued by Nationalized/
Scheduled bank in concurrence with the Reserve Bank of India
Mumbai.**

12) **Delivery of goods** : The delivery of goods should invariably be made 4 weeks for indigenous items from the date of confirm order.

The supplier should inform this office after the Drugs are ready for dispatch, that is within 4 weeks, Predispatch inspection will be done by the committee nominated by this office and then the drugs should be delivered to the consignees with 10 to maximum 15 days .If the date of delivery cannot be strictly adhered to then extension required by the tenderer should be stated in the bid. No excuses for delay by any statutory authority like custom etc. will be taken into consideration for extension of the period of delivery. The primary responsibility for supply of goods in time will rest with the supplier.

13) Rates will be valid for one year from finalization of tender. Purchase order will be given by this office on behalf of Director of Health Services .

14) Director of Health Services Maharashtra will fix the rate & ratio of item to be procured with more than one companies depending upon the manufacturing Capacity of the firm if needed.

15) **Liquidated damages** : If the supplier fails to deliver any or all of the goods within the time period (s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct the cost from the

contract prices, as agreed liquidated damages and not out by way of penalty, a sum equivalent to 0.5% per week & maximum of deduction is 10% of contract price the delivered price of the delayed goods or unperformed services for each week of delay until actual delivery. The purchaser may consider termination of the contract without any further notice if deliveries do not start till 2 weeks after scheduled commencement of deliveries.

16) **Default Clause / Cancellation on failure to supply** : If the supplier fails to commence delivery as scheduled or to deliver the quantities ordered on him within the delivery period stipulated in the contract, it shall be discretion of the purchaser either (a) to extend the delivery period or (b) to cancel the contract in whole or in part for the unsupplied quantities without any show cause notice. In the event of extension, liquidated damage, will be applicable. If the purchaser decides to cancel the contract, the mode of repurchase will be at the discretion of the purchaser. The supplier shall be liable to any loss by way of extra expenditure or other incidental expenses, which the purchaser may sustain on account of such repurchase at the risk and cost of the supplier. In addition to action above, the purchaser may debar the defaulting supplier from future orders, for maximum period of 3 years. In any case the supplier will stand debarred for future contracts for the period till extra expenditure on account of cancellation and repurchase in terms of action above is paid the supplier or recovered from his bill for supplied against any orders with the purchaser or is authorized consultants / agents.

17) **Pre- Inspection by the supplier** : Manufacturers/ contractors should satisfy themselves that the stores are in accordance with the terms of the contract and fully conform to the required specifications before pre-delivery inspection. If inspector finds examination of any sample from any portion of the consignment if the materials are not found to fully conform to the particulars governing the supply, the entire consignment shall be rejected.

A declaration by the contractor that necessary pre-inspection has been carried out of the stores tendered for inspection will be submitted along with the challan.

Test protocols for tests carried out will be submitted along with the offer for inspection

18) **Pre dispatch inspection** - Inspection shall normally be carried out in the premises of the manufactures. If goods are offered for inspection in the factory premises all expenditure shall be borne by the tenderer. The entire store ordered shall have to be offered for inspecting team for inspection in open condition if required and shall be repacked in presence of inspecting team. All packing should be sealed & signed by inspecting authority & sent to the consignee without any extra cost within 3 days from the date of receipt of Inspection note. Inspection charges, including the expenses for the experts, will be payable by the tenderer.

Lab testing (NABL approved lab)

19) **Fall clause** : - Attention of the bidders is invited to the higher/ lower price Certificate(given at **Annexure No. VII**) And all the bidders will have to abide by the terms strictly in accordance with those mentioned in the certificate. It must be distinctly understood that in case supply to any Institute/department at price lower than the contracted price with the period specified in the certificate will immediately invite the reduction in the rate of contract. Breach of any clause of the certificate will be viewed seriously and action will be taken against the tenderer which may include forfeit of E.M.D./ S.D. termination of the contract or disqualification from participating in future business.

20) **Payment** :- Initial payment of 85% of the contract value will be made on delivery and 15% of the contract value will be paid only on satisfactory Performance within 30 days.

24) **Black Listing** - In case of failure of at least 50% of supplies / material as per period stipulated in the tender, or in case of quality failure, the tenderer will

be Black listed for the period of five years and will be banned to participate in the tender procedure.

25) Tenderer should note that all court cases regarding this tender will only be entertained in Mumbai high court only.

26) No. Correspondence will be entertained after opening of the tender and after joint scrutiny.

Joint Director of Health Services,
(Procurement Cell)Mumbai

I have read all the terms and conditions of the tender carefully and I agree to abide by them.

**Proforma to be submitted along with Tender
(In Envelop No. 1)**

- | | | | |
|----|--|---|------------------------|
| 1 | Name & Address of firm/ | : | |
| | Manufacturer /Distribution | : | |
| 2 | Name/Post Office/Address/ Tel No.
(who should be contracted by this
office in case of urgent problem
regarding this Tender) | : | |
| 3 | EMD paid (Bank Guarantee/DD) | : | |
| | Bank | : | |
| | Dated | : | |
| | Valid up to | : | |
| 4 | VAT Clearance Certificate | : | Attached/ Non attached |
| 5 | Authorization letter | : | Attached/ Non attached |
| 6 | Drug License of Manufacture | : | Attached/ Non attached |
| 7 | Performance Certificate | : | Attached/ Non attached |
| 8 | GMP (Schedule M) Certificate | : | Attached/ Non attached |
| 9 | Sample | : | Provided/ Non Provided |
| 10 | Past Performance | : | Attached/ Non attached |
| 11 | User List write full address
(Attach Separate Sheet) | : | Attached/ Non attached |
| 12 | Envelop No. II | : | Enclosed/Not Enclosed |

Tenderer's Signature & Stamp.

Place :

Date :

Seal :

ANNEXURE - I

From:

To,
The Director of Health Service,
Arogya Bhavan, 1st Floor,
St. George's Hospital Compound, Near C.S.T.
Mumbai - 400 001

Sub : Supply of Drugs at the quoted rate to Government institutions under Director of Health Services, for quantity purchase from the date of finalization of Tender.

Sir,

1. I/We am/are authorized signatories of M/s-----

-----and

I/We hereby undertake as follows: -

2. I/We hereby undertake to supply drugs in areas specified by Director, of Health Service, Mumbai for the period of one years from the date of finalization of the Tender at the rates quoted by me/us and in packing specified in the prescribed tender form which is submitted herewith according to the instructions and the terms and conditions. The duration of the said contract may be extended for a period of three months of the Director so desires.

3. The rates quoted against each item of drugs by me/us in the tender are inclusive of all taxes, packing, freight charges and duties payable during the contract period. Insurance of the goods, whenever required will be done with the Government Insurance Fund.

4. Necessary documents as required are enclosed herewith in the order in which they are mentioned.

5. Samples of the drugs quoted are submitted on or before due date in suitable sealed packing.

6. I/We understand that security deposit submitted on entering in contract, is likely to be forfeited in the event of lapse on my/our part to comply with the terms and conditions of the tender as also on supplying drugs/items of substandard quality or if proven to have

followed unscrupulous practice/s apart from the liability of penal action for violating the law of the land.

7. I/We have carefully read and understood the terms and conditions to avoid any omission. I/We shall abide by these conditions. I/We will follow them very scrupulously.

8. I/We also take cognizance of the fact that failure to furnish the information called for by the Director, of Health Services, Mumbai or to comply with any requirement laid down under the conditions will be considered as disqualification and the tender be rejected on that account.

9. I/We undertakes to abide by the instructions issued by Director of Health Service, Mumbai from time to time.

10. I/We undertake to bear the cost of Bio-availability testing/testing for quality of the product supplied whenever the Director of Health Service, Mumbai or any other authority acting on their behalf decides to do this testing during the contract period.

11. I/We hereby undertake to abide by the terms and conditions of the contract modified from time to time, and I/We have signed all the papers of terms and conditions and filled up prescribed performs given along with the tender.

Yours faithfully,

(Signature of the Tenderer)
With Stamps.
(Authorized Signatory).

ANNEXURE - II

Authority Letter to be issued by the manufacturer for appointing Distributor / Dealer /Agent etc.

I / We undersigned who is / are authorized signatory / signatories of the manufacturing firm M/s.

Address : _____

to hereby authorize

M/s. _____

to quote the rates / collect the orders / raise the bills for the items manufactured by me / us under the tender published in the Government Gazette No. _____ Date _____

I / we have not authorized any other distributors / Agent / Dealers etc. for this purpose.

I / We through all the terms and conditions of the tender will be binding on me / us and also on the Distributors / Dealers / Agent M/s. _____

_____ appointed by me / us during the whole contract period including extension period of the said contract.

Authorized Signatory of the Firm

(Rubber Stamp)

(This is to be issued on Firm Approved Letter Head with Date of Issue)

ANNEXURE - III

FOOD AND DRUGS ADMINISTRATION

No.
Office of the Joint Commissioner,
.....Division,
.....
Dated : -

PERFORMANCE CERTIFICATE

1. This is to certify that M/S.....having manufacturing premises atits holding license (s) valid uptoin forms No.....and that the performance of the aforesaid manufacturer for preceding year is satisfactory, and that-

- (i) The drugs in respect of which this certificate is issued is/are manufactured on the own license of the manufacturer and not on the loan license;
- (ii) The manufacturer has his own quality control section;
- (iii) During the preceding year there is no instance of suspension or cancellation of a part of a license, issued to the manufacturer, in respect of any of the drugs which are offered by the manufacturer in the tender mentioned in Para 2 below, on account of drug under tender being not of standard quality;
- (iv) During the preceding year there is no instance of suspension or cancellation of factory license (full license) on any account;
- (v) There is no instance wherein any of the drugs manufactured by the manufacturer is reported to be spurious or adulterated;
- (vi) No administrative action or prosecution is contemplated or launched against the manufacturer under the Drugs and Cosmetics Act, 1940 and Rules there under in respect of any of the drugs offered by him in the tender mentioned in paragraph 2 below;
- (vii) During the period one preceding year, the manufacturer has not been convicted under the Drugs and Cosmetics Act, 1940 and Rules there under to undergo imprisonment for more than one day;
- (viii) The manufacturer has submitted yearly (April to March) statement of production and sale of the concerned drugs duly certified by Chartered Accountant; This annual sale should be at least 30 per cent of the quantity of total requirement specified in the tender.

2. This certificate is issued for the purpose of.....tender for Quantity Purchase in respect of the drugs mentioned below: -

Name of drugs manufactured under own license No.....

- (1)
- (2)

Joint Commissioner,
.....Division,
Food and Drugs Administration

ANNEXURE - N

SAMPLE RECEIPT
DIRECTORATE OF HEALTH SERVICES, MUMBAI 400 001

DRUGS/SURGICAL ITEM.....

(To be submitted in TRIPLICATE)

Received following samples of Drugs/Surgical Items from
M/s.....Address:.....
.....for the tender enquiry
No.....
Date :

- (1) Serial No. of Tender Form.
- (2) Item No.
- (3) Name of the Item.
- (4) Batch No.
- (5) (a) Total No. of Units submitted.
(b) Packing offered.
- (6) Name of Manufacturer.
- (7) Manufacturing Date.
- (8) Manufacturing License No.
- (9) Expiry Date.
- (10) Specific storage condition.
- (11) Type of Container used.
- (12) Remarks.

Tendere's Signature and Stamp.

Place:
Date:
Seal:

Receivers Signature and Date.

ANNEXURE - V

COMMERCIAL BID

Name of the Company (Tenderer) :

Name of the Drug :

Quantity (In Figures and In Words) : Packs (Tab/Inj)

Sr. No	PARTICULARS	NAMES OF THE FIRMS-(TENDERER)			
		Unit Price		Total Price	
1.	Name of the Drug	For Tab (10x10Strip)	For INj (1Mx 10 Amp)	For Tab	For Inj
2.	Bare Price, Quoted by the Firm. In (Rs.)				
3.	VAT Inclusive/Extra. (In Rs.)				
4.	Other Taxes Inclusive/Extra. (Insurance & Freight Charges etc.)				
5.	F O R Destination Free / with Price				
6.	TOTAL PRICE (2 to 5)				

Tenderer's Signature & Stamp.

Place:

Date:

Seal:

Receiver's Signature / Date