

F.No. 30-02/2017-18/CGHS/MSD/LS/2011-17

Government of India
O/o the Additional Director
CGHS Medical Store Depot
DIZ Area, Sec.II, Udyan Marg, Gole Market
New Delhi – 110001

Date: - 14-09-2018

Sub: - Sealed Rate Quotation for Anticancer Drugs & other restricted drugs- Reg.

Sealed Rate Enquiries are invited from Manufacturers/Importers of Anticancer and other restricted Drugs for supply to CGHS for its beneficiaries on case to case basis for a period of 06 months extendable by another 06 Months or till the finalization of tender by MSO, whichever is earlier. The list of the 29 Drugs is placed at **Annexure A**.

1. **Eligibility criteria:** The eligibility criteria are as follows: -
 - a. The manufacturer/importer should be a holder of valid applicable license.
 - b. The Manufacturer/Importer should be holder of a valid WHO-GMP/GMP certificate as per revised scheduled- M of Drug and Cosmetic Act.
 - c. The Manufacturer/Importer should not be currently blacklisted/ debarred from any Govt organization/PSU.
 - d. The Manufacturer/Importer should have PAN Card/GST Registration.
2. **Terms and Conditions:**
 - a. The supplies shall be made on credit basis.
 - b. The payment shall be made on receipt of pre-receipted invoice in the name of "Additional Director (Medical Store Depot), CGHS, Gole Market, DIZ Area, Udyan Marg, New Delhi.
 - c. The Manufacturer/Importer shall bear all the taxes/GST or any other relevant taxes as required under law, on aforesaid supplies.
 - d. No substitute/alternative drug will be accepted under any circumstances.
 - e. The supplies shall be covered under **"Fall Clause"** wherein the manufacturer/Importer will undertake that price quoted to MSD, Delhi is the lowest rate, offered to any institution (Private or Govt.) and in case there is fall in institutional price, they shall reduce the price accordingly, or if they sell or offer to sell such stores to any other party at a rate lower than the price charged they will forthwith notify such reduction.
 - f. Any reduction of Tax rates shall also be passed on to CGHS.
 - g. The shelf life of drugs supplied should not have passed more than 1/6th of the total shelf life at the time of supply of drugs. In case of imported drugs, the shelf life should not have crossed more than 1/4th of total shelf life. However, on case to case basis the lower shelf life may be accepted, subject to the furnishing of an undertaking that if any quantity remains unconsumed, the same shall be replaced or cost of drug shall be refunded.
 - h. Supplies of drugs are to be made on next working day at MSD, CGHS, Gole Market, New Delhi & on 3rd working day at NCR CGHS Wellness centers of


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Ghaziabad, Faridabad, Gurgaon & Noida or at places as decided by competent authority.

- i. The drugs should be supplied with strict cold chain, if required.
 - j. In case the manufacture of drugs has been stopped by the manufacturer, it will be informed well in advance, preferably three months prior.
 - k. The manufacturer/importer will not supply any drug, not approved by the Drug Controller of India or which has been subsequently derecognized by the Drug Controller. In case, such an instance is found out, no payment will be made for such supply and penalty will be imposed as per approval of competent authority along with legal proceeding as per rule, if applicable.
 - l. **No Commitment to accept best or any other offer:** CGHS shall be under no obligation to accept the best or any other offer received in response to this tender notice and shall be entitled to reject any or all the bids including those received late or incomplete bids without assigning any reason whatsoever. CGHS will not be obliged to meet and have discussions with any company/importer, and/or to listen to any representation. While the above procedures lay down the overall guidelines, CGHS reserves the right to select the company/importer based on other parameters at its discretion.
 - m. Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected.
 - n. **Splitting Clause:** CGHS reserves the right to split orders in case of the same rates for same drugs offered by different Manufacturers/Importers.
 - o. Successful Manufacturer/Importer whose rates are accepted will have to supply the medicine as per **Annexure A**.
 - p. CGHS reserve the right to omit/remove any drug from the list in the event the drug is available indigenously or if directed by the competent authority.
 - q. In case of termination, CGHS has the right to extend the offer to L2 manufacturer/Importer at L1 price.
3. **EMD & PBG**
- a. EMD of an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Bank Draft, **in favour of PAO CGHS New Delhi payable at New Delhi**, has to be submitted along with Rate Enquiry and same will be returned to unsuccessful manufacturers/importers.
 - b. The Manufacturer/Importer declared successful has to submit a Performance Guarantee, **in the form of a Demand Draft favouring PAO CGHS New Delhi payable at New Delhi**, of an amount of Rs. 5,00,000/- (Rupees Five Lakh Only) per item, valid for Six months beyond expiry of contract. The EMD will be returned on receipt of Performance Guarantee.
4. **Submission of documents:** the manufacturer/Importer shall submit the following documents:
- a. Unconditional Acceptance Letter of Terms and conditions of rate enquiry.
 - b. EMD for an amount of Rs. 50,000/- (Fifty Thousand Only) in the form of Demand Draft/Bankers Cheque **in favour of "PAO CGHS New Delhi" payable at New Delhi**.
 - c. Fall Clause: That "We the manufacturer/Importer hereby undertake that price quoted to MSD, Delhi is the lowest rate, offered to any institution (Private or Govt.). In case there is fall in institutional price, we will reduce the price


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accordingly, or if we sell or offer to sell such stores to any other party at a rate lower than the price charged we will forthwith notify such reduction.”

- d. A self-attested copy of valid manufacturing license/import license.
- e. A self-attested copy of WHO-GMP/GMP certificate as per revised scheduled-M of Drug and Cosmetic Act.
- f. If supplies are to be made through an authorized distributor, then authorization letter from manufacturer/importer of drug along with relevant retail/wholesale drug license of the stockiest/distributor.
- g. A self - attested copy of PAN/GST registration of manufacturer/importer/authorized distributor.
- h. Proprietary Article certificate, if applicable.
- i. Mandate Form (as per **Annexure B**), Vendor Detail form (As per **Annexure C**).
- j. Duly filled Rate Enquiry in the format provided below on the letter head of Manufacturer/Importer to be signed and stamped by Authorized Signatory.

Format for quotation:

S. No	Generic Name	Brand Name	Strength	Unit/Pack	MRP(Rs.)	Rate offered to CGHS (exclusive of GST)	GST Rate	Net Rate offered to CGHS (inclusive of GST)

5. Critical Date Sheet:

- a. Date of Issue of Notice Inviting Rate Enquiry: 14.09.2018
- b. Last Date/Time of Submission: 27.09.2018 at 12:00 Noon
- c. Date of Opening Sealed Rate Enquiries: 3:00 PM on 27.09.2018

6. Terms & Conditions of Supplies:

- a. Online supply order shall be placed upon the supplier, declared successful, by CGHS upon receipt of Indent from various CGHS Wellness Centers and online access shall be provided to supplier in this regard.
- b. Supply confirmation shall be provided by the supplier upon delivery of goods to CGHS, MSD.


7. Penalties and other important Terms and conditions:

- a. CGHS has the right to recover penalties or any other loss occurred from submitted Performance Guarantee/Pending Bills of Manufacturer/Importer.
- b. **Fall clause:** In case a firm is found to be in violation of the aforementioned fall clause, recovery shall be made from the existing bills of Manufacturer/importer/Authorized Agent of manufacturer and any decision in this regard by CGHS will be final.
- c. **Termination/splitting/rejection clause:** CGHS reserves the right to terminate the Rate Quotation, split orders, accept or reject any quotation, alter any or all of the terms and conditions any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to or the drug is available at lower rates.


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- d. In case of termination, CGHS has the right to extend the offer to L2 Manufacturer/Importer.
- e. **Liquidated Damages:** If the Manufacturer/Importer/Authorized Agent of manufacturer fails to deliver the goods within the prescribed Delivery Period, the Purchaser has the right to recover liquidated damage equivalent to 0.5% per week or part thereof of the value of the delayed stores subject to a ceiling of 10% of value of delayed stores.
- f. CGHS also reserves the right to report the Manufacturer/Importer to The State/National Drug Authorities recommending punitive action against the firm for violations of terms & conditions.
- g. CGHS may, without prejudice to any other remedy for breach of Terms and Conditions of rate Enquiry, by written notice of default sent to the Manufacturer/Importer/Authorized Agent of manufacturer, terminate the Rate Enquiry in whole or part:
- If the successful Manufacturer/Importer/Authorized Agent of manufacturer fails to provide any or all of the services within the period(s) specified in the Sealed Rate Enquiry
 - If the successful Manufacturer/Importer/Authorized Agent of manufacturer fails to perform any other obligation(s) under the Terms and Conditions of Sealed rate Enquiry including not abiding by all statutory liabilities under Statutory Laws.
 - If the Manufacturer/Importer/Authorized Agent of manufacturer, in the judgment of the CGHS has engaged in corrupt or fraudulent practices in competing for or in executing the Supply of Drugs including sub-contracting or in contravention of Code of Conduct.
- h. AD (MSD), CGHS, Delhi reserves the right to cancel any or all Rate Enquiries without assigning any reason.
- i. **Jurisdiction of Courts in case of disputes:** All matters and disputes arising from, relating to or concerning the Rate Enquiry shall be subject to the jurisdiction of the courts in New Delhi.

This Issue with the approval of the Competent Authority.


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Chief Medical Officer (Drugs)
Medical Store Depot (CGHS)
New Delhi

Copy for Information and Display on: -

1. Notice Board MSD
2. CGHS Website (www.cghs.gov.in)
3. Notice Board of All CGHS Offices (HQ/NZ/CZ/SZ/EZ) and Wellness Centers in Delhi NCR.
4. Notice Board of CGHS Wing of RMLH/SJH.
5. Office Copy.

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List of Drugs for Rate Enquiry

Annexure A

S. No.	Medicine Name	Strength	Type
1	CLOSTRIDIUM BOTULINUM TYPE-A	500 IU	INJ
2	DARBEOPIETIN	100 MG	INJ
3	DARBEOPIETIN	200 MG	INJ
4	DARBEOPIETIN	25 MG	INJ
5	DARBEOPIETIN	40 MG	INJ
6	ELTROMBOPAG OLAMINE	25 MG	TAB
7	ELTROMBOPAG OLAMINE	50 MG	TAB
8	IMATINIB MESYLATE	100 MG	TAB
9	IMATINIB MESYLATE	400 MG	TAB
10	LENVATINIB	10 MG	CAP
11	LENVATINIB	10 MG	CAP
12	NINTEDANIB	100 MG	CAP
13	NINTEDANIB	150 MG	CAP
14	NIVOLUMAB	100 MG	INJ
15	NIVOLUMAB	40 MG	INJ
16	OSIMERITINIB	80 MG	TAB
17	PALBOCICLIB	100 MG	CAP
18	PALBOCICLIB	125 MG	CAP
19	PALBOCICLIB	75 MG	CAP
20	PEG-INTERFERON ALFA-2B	80 MCG	INJ
21	PEMBROLIZUMAB	100 MG	INJ
22	SECUKINUMAB	150 MG	INJ
23	SOMATROPIN	15 IU	INJ
24	SOMATROPIN	16 IU	INJ
25	SOMATROPIN	45 IU	INJ
26	THYROTROPIN ALPHA	1.1 MG KIT	INJ
27	TRETINOIN	10 MG	CAP
28	TRIPTORELINE	3.75 MG	INJ
29	VORICONAZOLE	200 MG	TAB


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Annexure B

MANDATE FORM FOR COMPANIES

Electronic Clearing Service (Credit Clearing/Real Time Gross Settlements

(RTGS) Facility for Receiving Payment

Details of Account Holder

1.	Name of the Company	
2.	Bank Account No.	
3.	RTGS/NEFT Branch Code.	
4.	Name of Bank	
5.	Branch Name	
6.	Account type	
7.	MICR No.	
8.	BSR Code	
9.	Mail Id of Company	
10.	Pan No. of Company	
11.	TAN No. of Company	
12.	Mail Id of the Bank	
13.	Tel. No. of the Bank	
14.	Address of Bank	

Date of Effect-

I hereby declare that the particulars given are correct and complete. If the transaction is delayed, or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible I have the read option invitation letter and agree to discharge responsibility expected of me as a participant under the Scheme.

Signature of Customer

Certified that the particulars furnished above are correct as per records.

(Bank Stamp)

Dated: -.....

Signature of the Authorized officer from the Bank

Please attach a photocopy of cheque along with the verification obtained from the Bank.



Annexure C
Vendor Details Form
(On letter head of agency)

Type : Commercial
Name of Firm :
PAN Number :
GSTIN No. :
TAN No. :
Address :
City :
Country :
District :
State :
Pin code :
Mobile No. :
Phone No. :
Email ID :

BANK DETAILS

Bank Name :
Account No. :
Address :
IFSC Code :
NEFT Code :

Signature with stamp:

Date:


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