



OFFICE OF THE CHIEF DISTRICT MEDICAL & PUBLIC HEALTH OFFICER, BHADRAK

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E-mail : cdmobdk@rediffmail.com, dpmubha@ori.nic.in



Letter No:- 7822 DWH/Bhadrak Dated: 09/09/2020
Open Tender No _____ / Bhadrak / Dated. _____

Sealed tenders are invited from the manufacturer, if no manufacturer unit is participating in the tender, their authorized distributor / supplier / agency/retail counter/medicine shop will be consider for supply of drugs, consumables, bedding & clothing, common instrument & equipments & chemical & reagent. The details list, terms and condition & technical bid are available in district website: - www.bhadrak.nic.in can be downloaded or will be available at TSK, Bhadrak . Tender should be submitted in separate envelops by enclosing its technical bid cover (A) & commercial bid cover (B) tender document, required fees, EMD as mentioned & super scribe clearly tender No. & date, tenderer mobile No., Fax No. in the front of envelop. The last date & time of submission of bid 30.09.2020 & the technical bid shall be opened on 01.10.2020 in presence or absence of bidder or their authorized representatives. Tender paper in incomplete form or after the scheduled date & time shall be rejected.

The authority reserves the right to reject or accept all or any of the quotation without assigning any reasons thereof. All legal disputes if any relating to the Quotations are subject to Jurisdiction in the court of law situated at Bhadrak, Odisha only.

- ① Excel → 1 to 35 (Drug list) Page
- ② Terms & Condition! - 1 to 21 Page
- ③ Specification! - 1 to 57 Pages

Sd/- Dr S.K.Patra
Chief District Medical & Public Health Officer,
Bhadrak

Memo No 7823 Dated 09/09/2020

Copy to OIC, NIC, Bhadrak requested to upload in district website.

Copy to Editor (1) SAMAJ / Editor (2) STATESMAN for publish the above notice & submit the bills in triplicate to DMO (MS)cum Superintendent, Bhadrak for payment.

Copy to Notice Board of DHH, Bhadrak / Colectoratate, Bhadrak / Municipality Office, Bhadrak / Court, Bhadrak for information and wide publication.

Five copies to be hanged / fixed in five conspicuous place of Bhadrak town.

M.K.P.
09/09/20
Chief District Medical & Public Health Officer,

Bhadrak

**TERMS, CONDITIONS & SPECIFICATION FOR
SUPPLY OF DRUGS & CONSUMABLES ON RATE CONTRACT
BASIS FOR A PERIOD OF ONE YEAR**

Chief District Medical & Public Health Officer, BHADRAK
(HEALTH & F.W. DEPTT., GOVT. OF ODISHA)

Tel / Fax: 06784/ 251866

Bid Reference No. – C.D.M & P.H.O (BHADRAK) – 2020 – 2021 – Drugs & Consumables

Tender No:- 7822 Date- 09.09.2020

**TENDER DOCUMENT FOR SUPPLY OF
DRUGS & CONSUMABLES**

DATE OF COMMENCEMENT OF SALE OF THE BID DOCUMENT: 09.09.2020
from 11A.M to 5 P.M

LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS : 30.09.2020 up to 5.00 P.M

DATE & TIME OF OPENING OF COVER-A (Technical Bid) : 01.10.2020 at 12.00 P.M

DATE OF OPENING OF COVER-B (Price Bid) : 06.10.2020 at 12.00 P.M

PLACE OF OPENING OF BID DOCUMENTS: OFFICE CHAMBER OF C.D.M & P.H.O, BHADRAK

ADDRESS FOR COMMUNICATION :
AND
RECEIPT OF BID DOCUMENTS

O/o. C.D.M & P.H.O, BHADRAK
At/Po./Dist. - BHADRAK
ODISHA – 752055.
Tel / Fax: 06784-251866
Email: cdmobhadrak@rediffmail.com

OFFICE OF THE C.D.M & P.H.O BHADRAK

SALE OF TENDER / BID DOCUMENT

A complete set of bidding documents may be purchased by prospective bidders on payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of ROGI KALYAN SAMITI ,BHADRAK payable at BHADRAK from any Nationalised / Scheduled Bank at the office of the C.D.M & P.H.O BHADRAK during office hours from 11A.M. to 4 P.M. on all working days as mentioned in the tender document.

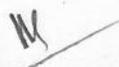
The Bidders may download the Tender Documents directly from the WEBSITE available at www.bhadrak.nic.in within 30.09.2020. The Tender cost fee of Rs.2,000/- (Non-refundable) by way of separate Demand Draft drawn in favour ROGI KALYAN SAMITI ,BHADRAK should be enclosed along-with the Technical Bid. The Bidders should specifically superscribe, "**DOWNLOADED FROM THE WEBSITE**" on the top left corner of the outer envelope containing Technical Bid and Price Bid separately. The Tender cost fee and the EMD amount should be submitted separately in separate demand drafts. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website or the office notice board before last date of purchase of tender document and the C.D.M & P.H.O shall have no responsibility for any delay / omission on part of the bidder.

- | | | |
|----|-----------------------|-----------------------------------|
| a) | Price of bid document | Rs.2,000.00/-
(Non-refundable) |
| b) | E.M.D | Rs.1,00,000/-
(Refundable) |

The tender paper will be rejected if the bidder changes any clause or Annexure of the bid document downloaded from the website.

ABBREVIATIONS:

C.D.M & P.H.O	:	Chief District Medical & Public Health Officer
DHH	:	District Head Quarter Hospital
CHC	:	Community Health Centre
PHC	:	Community Health Centre
ROH	:	Rural Other Hospital (Area Hospital)
RKS	:	Rogi Kalyan Samiti
EMD	:	Earnest Money Deposit


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IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser	Health & F.W. Department
2.	Indenter	C.D.M & P.H.O, BHADRAK
3.	Consignee	DHH, CHC, PHC, AREA HOSPITAL etc.
4.	Delivery Period	Within 30 days from issue of the work order.
5.	Mode of Delivery	By Air / Road / Rail (On door delivery basis)
6.	Guarantee / Warranty	As per company specification
7.	EMD	Rs. 1,00,000/- (Rupees One Lakh) only per tender. The Earnest Money Deposit will be paid in the shape of Bank Guarantee/FD only in favour of ROGI KALYAN SAMITI ,BHADRAK , from any Nationalised / Scheduled Bank payable at BHADRAK.
8.	Security Deposit	Security Money should be submitted in shape of Bank Draft from a Nationalised Bank in favour of ROGI KALYAN SAMITI ,BHADRAK equal to the amount of 10% of the purchase order value of the items within 21 days of issue of the purchase order & will be returned back after successful supply. If fails to pay security deposit, the amount of Security deposit will be deducted from the purchase order value at the time of payment.
9.	Pre-qualification	<p>A. Manufacturer:</p> <ol style="list-style-type: none"> 1. The bidder should be a manufacturer with valid manufacturing license. 2. The manufacturer must have a valid GMP/WHO,GMP certificate. 3. The manufacturer must be ISO certified organization. 4. The bidder should have Valid Drug License from competent authority. 5. The manufacturer must have a GST registration. 6. The manufacturer should have last 5 consecutive financial years of market standing in supplying drugs to Govt./Corporate/PSU Hospitals in India duly supported by submitting the same Govt./Corporate/PSU Hospitals in India end-user certificate of successful completion. [i.e Financial Year 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20] 7. The annual average turnover of the bidder must not be less than Rs. 2.5 Crore for last 3 consecutive Financial years. [i.e- 2016-17, 2017-18 & 2018-19] 8. Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting(Annexure-I). <p>Authorised distributors are eligible to participate in the tender provided:</p> <ul style="list-style-type: none"> • They submit manufacturer's authorization in original letter head. • The authorised distributor will submit all the documents in support of eligibility of the manufacturer (Sl. No. 1, 2, 3, 4 & 8) as mentioned above along with the tender. • The authorised distributor will submit all the documents of self in support of eligibility of the bidder (Sl. No.4, 5, 6, 7 and 8) as mentioned above along with the tender.

TERMS AND CONDITIONS FOR SUPPLY OF DRUGS

- 1.1 Sealed tenders will be received by Dated **30.09.2020** up to 5.00 PM by the C.D.M & P.H.O BHADRAK for the purchase of Drugs. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Courier services / Speed Post only.**
- 1.2 Pre-bid conference shall be held in the office chamber of the C.D.M & P.H.O, BHADRAK on **05.10.2020** at 3 P.M. The prospective bidders may attend and clarify any doubts on the terms and conditions of the bid document.
- 1.3 The bidder(s) are to submit their tenders in separate sealed covered envelopes for technical bid and commercial bid by super scribing Cover "A" (Technical Bid) & Cover "B" (Price Bid) and both the covers should be put into a third Cover, which should be superscribed as **"Tender for the supply of Drugs & Consumables to the C.D.M & P.H.O BHADRAK of Odisha". Reference No. C.D.M & P.H.O (BHADRAK) – 2020 – 2021 – Drugs & Consumables**
- 1.4 The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened by the Purchase Committee at the office chamber of the C.D.M & P.H.O BHADRAK at **12 P.M on 01.10.2020**. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like with valid authorization and ID proof.

ELIGIBILITY CRITERIA

2. Manufacturer:

- The bidder should be a manufacturer with valid manufacturing license.
- The manufacturer must have a valid GMP/WHO GMP certificate.
- The manufacturer must be ISO certified organization.
- The bidder should have Valid Drug License from competent authority.
- The manufacturer must have a GST registration.
- The manufacturer should have last 5 consecutive financial years of market standing in supplying drugs to Govt./Corporate/PSU Hospitals in India duly supported by submitting the same Govt./Corporate/PSU Hospitals in India end-user certificate of successful completion. [i.e Financial Year - 2015-16, 2016-17, 2017-18, 2018-19 & 2019-20]


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- The annual average turnover of the bidder must not be less than Rs. 2.5 Crore for last 3 consecutive financial years. [i.e-2016-17, 2017-18 & 2018-19 & certified by Chattered Accountant]
- Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization is not eligible to participate in the tender for that item during the period of blacklisting(Annexure-I).

2.1 Authorised distributors are eligible to participate in the tender provided:

- They submit manufacturer's authorization in original letter head.
- The authorised distributor will submit all the documents in support of eligibility of the manufacturer (Sl. No. 1, 2, 3, 4 & 8) as mentioned above along with the tender.
- The authorised distributor will submit all the documents of self in support of eligibility of the bidder (Sl. No.4, 5, 6, 7 and 8) as mentioned above along with the tender.

Sealed covers containing the tender in the prescribed form should be submitted in two sealed covers, **Cover "A" (Technical Bid) & Cover "B" (Price Bid)** as indicated below. Both the covers should be put into a third cover, which should be superscribed as **"Tender for the supply of Drugs to the C.D.M & P.H.O BHADRAK of Odisha"**. Reference No. **C.D.M & P.H.O (BHADRAK) – 2020 – 2021 – Drugs & Consumables**

The following documents should be enclosed in Cover "A" (Technical Bid) by the tenderer. All the photocopies are to be self-attested by the bidder with organization seal.

TECHNICAL BID :

- 3.1 Tender Paper cost of Rs. 2,000/-+GST@12% in shape of Demand Draft.
- 3.2 Earnest Money Deposit of Rs. 1,00,000/- in shape of Bank Guarantee/FD.
- 3.3 Copy of Valid Manufacturing License of the manufacturer / Import License by the Importer (also to be submitted by the authorized distributor).
- 3.4 Copy of Valid Drug License from competent authority.
- 3.5 Copy of valid GMP/WHO GMP certificate.
- 3.6 Copy of Valid ISO certificate.
- 3.7 Copy of GST registration certificate.
- 3.8 Audited financial statements of last 3 consecutive financial years. [i.e-2016-17, 2017-18 & 2018-19]
- 3.9 Proof of supply of Drugs to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies duly supported by submitting the same Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies end-user certificate of successful completion year. [i.e Financial Year -2015-16, 2016-17, 2017-18, 2018-19 & 2019-20]
- 3.10 End user certificate should be issued from concerned authority of the different institutions for five financial years (2015-16, 2016-17, 2017-18, 2018-19 & 2019-20).
- 3.11 The Applicant should submit the end user certificate / market outstanding certificate from the concerned authority, that the firm / distributor supplying them the Drugs &

Consumables / Instrument & Equipments / Bio Medical Waste articles / Bedding & Clothing etc.

- 3.12 Minimum 5nos. of end user Certificate for last 5 years with 5nos. of order copies of each year for last 5 years against end user certificate should be submitted.
- 3.13 (A) The Original Tender Book with Conditions and the schedules Full signed by the tenderer at the bottom of each page with his official seal duly affixed.
(B) Leaflets, photographs & literatures relating to the product / item quoted and matching the specification of the tender in a tabular form.
- 3.14 The declaration form in **Annexure - I** duly Full signed by the tenderer before Notary Public / Executive Magistrate.
- 3.15 The manufacturer's authorization in original letter head in **Annexure – II format**.
- 3.16 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha (**Annexure - III**).
- 3.17 Checklist with detail of the documents enclosed in **Cover "A"** (as per **Annexure - IV**) with page number. The document should be serially arranged as per this **Annexure - IV** and should be securely tied and bound.

N.B: Valid means the certificate should be valid on or beyond the date of opening of tender (Cover-A).

COVER – B (PRICE BID)

4. The tender format giving the quoted rate for Drugs should be sent in a separate sealed cover hereafter called **Cover "B" (Price Bid)**.

Cover –B (Price Bid) will be opened only of the tenderers who qualify in Technical Bid (Cover – A) and product is as per tender specification.

- 4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – VI**), must be submitted in Cover-B. The price of the item should be quoted inclusive of excise duty, insurance, packing, forwarding, freight (door delivery), but exclusive of GST, if any. The rate should be quoted for each item both in figures and words. **In case of difference in words and figures, words will be taken into consideration for evaluation. The price bid must be as per tender paper and no deviation is allowed. There is no multiple rate is allowed for single item.**
- 4.2 The Cover "B" will be opened of successful bidders at the office chamber of the C.D.M & P.H.O, BHADRAK by the PURCHASE COMMITTEE at **12.00 P.M on 06.10.2020** in the presence of the tenderers or their authorized representatives.

REJECTION OF TENDER

5. The tender paper will be rejected, if any of the following documents are wanting / not submitted with the tender:

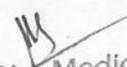
- (i) Manufacturing license of the manufacturer / Import License.
- (ii) The bidder should have Valid Drug License from competent authority.
- (iii) The bidder should have valid GMP/WHO GMP certificate.
- (iv) Valid ISO certificate.
- (v) Valid GST registration certificate.
- (vi) The audited financial Statements of last 3 consecutive financial years having annual turnover not be less than Rs. 2.5 Crore. [i.e-2016-17, 2017-18 & 2018-19]
- (vii) Earnest Money Deposit (EMD).
- (viii) Tender Paper cost.
- (ix) Proof of supply of Drugs to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies duly supported by submitting the same Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies end-user certificate of successful completion. [i.e financial year -2015-16, 2016-17, 2017-18, 2018-19 & 2019-20]
- (x) All the duly filled annexures in prescribed format with all documents sealed and Full signed by authorized signatory in every page.
- (xi) Price bid / quoted rate with Full signature and seal (Hard Copy) as well as soft copy in C.D Rom/Pen Drive in Excel Sheet.
- (xii) Deviation of any format given in the tender document will liable to rejection of bid.

EARNEST MONEY DEPOSIT

- 6.1 The Earnest Money Deposit referred to at para 3.2 shall be Rs. 1,00,000/- (Rupees One Lakh) only per tender. The Earnest Money Deposit will be submitted in the shape of **Bank Guarantee/FD** only in favour of Rogi Kalyan Samiti, Bhadrak from any Nationalised / Scheduled Bank payable at BHADRAK.
- 6.2 The EMD of the unsuccessful bidders will be returned back without interest after publication of the approved list and EMD of successful tenderer will be returned after submission of performance security.
- 6.3 The EMD will be forfeited if the tenderer withdraws the tender or doesn't accept the approved list or doesn't supply the items within the stipulated time period.

SECURITY DEPOSIT : (Performance Security)

- 7.1 Security Money should be submitted in shape of Bank Draft from a Nationalised Bank in favour of Rogi Kalyan Samiti, Bhadrak , equal to the amount of 10% of the purchase order value of the items within 21 days of issue of the purchase order & will be returned back after successful supply. If fails to pay security deposit, the amount of Security deposit will be deducted from the purchase order value at the time of payment.


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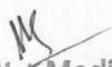
- 7.2 The agreement (as per Annexure – V) will be signed between the supplier and the consignee / purchaser and will be kept by the consignee. A copy of the agreement will be kept by the purchasing authority. The agreement must be submitted before the payment is released.
- 7.3 The Security Money will be returned back to the tenderer without interest after the successful completion of supply.
- 7.4 Security money will be forfeited if there is any violation of the tender terms and conditions.
- 7.5 Necessary penal action will be initiated as decided by Tender Inviting Authority, in case of Non-Supply or Part Supply.

TENDER CONDITIONS :

- 8.1 The details of the Drugs with specifications are shown in Annexure – VI. **The firm must clearly mention their specification.**
- 8.2 Tenders should be typewritten or computerized and every correction in the tender should invariably be attested with signature by the tenderer with date before submission, failing which the tender will be ineligible for further consideration.
- 8.3 Rates inclusive of excise duty / customs duty, packing, forwarding, insurance, transportation charges, (door delivery) and exclusive of GST should ***be quoted for the Drugs separately on door delivery basis, (Annexure – VI)***
- 8.4 The purchaser shall be responsible only after delivery and due verification of drugs
- 8.5 The rate per unit packing shall not vary with the quantum of order placed for destination point.
- 8.6 If there is difference between figures & words, words will be taken into consideration.
- 8.7 In the event of the date being declared as a holiday by Govt. of Odisha, the due date of sale, submission of bids and opening of bids will be the following working day at the appointed place & time.
- 8.8 The price quoted by the tenderers shall not in any case, exceed the controlled price, if any, fixed by the Central / State Government / DGS&D and the Maximum Retail Price (MRP). The purchaser, at his discretion, will in such case, exercise the right of

revising the price at any stage so as to conform to the controlled price or MRP as the case may be.

- 8.9 To ensure sustained supply without any interruption the tender inviting authority reserves the right to split orders for supplying the requirements among more than one tenderer if the lowest eligible bidder fails to supply in scheduled time and L₂ & L₃ firms agree to match the L₁ rate.
- 8.10 The rate quoted and accepted will be binding on the tenderer for a period of one year from the date of publication of the approved rate and on no account any increase in the price will be entertained till the completion of this tender period.
- 8.11 No tenderer shall be allowed at any time on any ground whatsoever to claim revision of or modification in the rate quoted by him. Clerical error / typographical error, etc., committed by the tenderers in the tender forms shall not be considered after opening of tenders. Conditions such as “ **SUBJECT TO AVAILABILITY**” / “**SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED**” etc., will not be considered under any circumstance and the tenders of those who have given such conditions shall be treated as incomplete and for that reason, shall be rejected.
- 8.12 If at any time during the period of contract, the price of tendered item is reduced or brought down by any law or act of the Central or State Government or the tenderer, the tenderer shall be morally and statutorily bound to inform the C.D.M & P.H.O BHADRAK, Odisha immediately about such reduction in the contracted price. The C.D.M & P.H.O BHADRAK, Odisha is empowered to unilaterally effect such reduction in rate in case the tenderer fails to notify or fails to agree for such reduction of rate.
- 8.13 Approved rate with terms, conditions & the quoted price of the tender shall remain valid for a period of 12 months from the date of issue of the approved list. Or till publication of new tender.
- 8.14 If the relevant documents / certificates which are required to be furnished along with the tender are written in language other than English, the tendering firm shall furnish English version of such documents / certificates duly self-attested by the bidder with his seal and signature.


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- 8.15 If any information or documents furnished by the tenderer with the tender papers are found to be misleading or incorrect at any stage the tender of the relevant items in the approved list shall be cancelled and steps will be taken to blacklist the said firm for five (5) years.
- 8.16 Rate should be quoted in Indian Currency, both in words and figures against each item as the payments will be made in Indian currencies only (**Annexure-VI**). The tenderer shall not quote his own rate for any item other than the item specified in the list. (**Annexure – VI**). **The multiple rate for any item is disallowed.**
- 8.17 Both Cover-A and Cover-B should have an index and page number of all the documents submitted inside that cover.
- 8.18 The Tax will be charged as per the guidelines given by the Finance Deptt. from time to time. Only one GST will be paid to the supplier. The GST component should be shown separately in the Price Schedule.
- 8.19 The requirement of items may increase or decrease depending on the situation.
- 8.20 The list of items floated in the tender are exhaustive in nature and also include some approved supplier under DGS&D/Approved firm of H&FW, GoO/EPM/Jana Aushadhi etc. The preference will be given to Govt. approve firms at the time of placing order. The order only place to firms selected from tender in case of non-supply or non-availability of such drugs at a forementioned approved firms.

PACKAGING :

- 9.1 All the packaging should be primary (New). The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage.

LOGOGRAMS AND LABELLING :

- 10.1 Tenderer for the supply of Drugs shall give an undertaking in his tender that he will print **“Govt. of Odisha Supply - Not For Sale”** in bold letters in indelible ink on the drugs as per **Annexure-VI**. This is not mandatory, this is optional. This is applicable when a bulk quantity purchases i.e above Rs 5 lakhs above of a items.

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 11.1 The C.D.M & P.H.O BHADRAK, Odisha reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.
- 11.2 The C.D.M & P.H.O BHADRAK, Odisha will be at liberty to terminate the contract either wholly or in part without assigning any reasons thereof. The tenderers will not be entitled to any compensation whatsoever for such termination.
- 11.3 Liquidated Damage will be charged for delayed supply as follows :-
- a. Beyond the normal period of supply as per the purchase order (30 days from the Purchase order date), for immediate next 30 days @ 0.25% per day.
 - b. For the next 20days after initial delay of 30 days @ 0.50% per day. The maximum stipulated supply period is 80 days from the date of issue of Purchase order.
- 11.4 If the approved supplier fails to execute the supply within the stipulated time, the C.D.M & P.H.O BHADRAK, is empowered to purchase the same items from L₂ or L₃ tenderer if they match the L₁ rate.
- 11.5 The C.D.M & P.H.O, Dist, BHADRAK, Odisha or his authorised representative (s) has the right to inspect the factory of those company who have quoted for the tender, before accepting the rate quoted by them or before releasing any purchase order (s) or at any point of time during the validity period of tender and has also the right to reject the tender or terminate / cancel the orders issued or not to reorder based on the facts brought out during such inspections.
- 11.6 All the documents submitted in the tender becomes property of C.D.M & P.H.O, Dist, BHADRAK, Odisha. No way the bidder will claim to return back the document before/after the tender except E.M.D of unsuccessful bidder.

EVALUATION:

- 12.1 The rates of the item quoted by the tenderer who qualify technically will be evaluated after taking the following points into consideration: -
- a) Rate of the Drugs will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding.

LIQUIDATED DAMAGE :

- 13.1 Beyond the normal period of supply as per the purchase order (30 days from the Purchase order date), for immediate next 30 days @ 0.25% per day. For the next 20days after initial delay of 30 days @ 0.50% per day. The maximum stipulated supply period is 80 days from the date of issue of Purchase order.
- 13.2 If the supplier fails to complete the supply within the extended period, i.e. 80 days after being allowed by the PURCHASER no further purchase order will be placed to the firm any item and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

TERMS OF PAYMENT :

- 14.1 **No advance payments towards cost of Drugs will be made to the tenderer.**
- 14.2 Payments will only be made after keeping the security deposit from the supplier, if they have not deposited the same before. Payment will only be made after handing over the Agreement, undertaking, warranty papers of drugs and turnkey jobs to the consignee and a letter to this effect should be submitted to the payment authority from the consignee.
- 14.3 No claims shall be made against the C.D.M & P.H.O Dist. BHADRAK Odisha in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
- 14.4 Payments in shape of Draft / Pay Order will preferably be dispatched to the supplier by Registered post with A.D or e-payment / on-line transfer or may be handed over to the authorised person of the supplier.

PENALTIES :

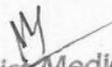
- 15.1 If the successful tenderer fails to deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the earnest money deposit & security deposit submitted by him along with his tender shall stand forfeited by the C.D.M & P.H.O Dist. BHADRAK Odisha by reasons of such breach, such as failure to supply / delayed supply.
- 15.2 Violating the tender terms and conditions & non supply / supply of Not of Standard Quality drugs will disqualify the firm to participate in the tender for a period of 2 (two) years from the date of issue of letter and his E.M.D & security deposit will be forfeited and no further purchase order will be placed to that firm for that item.

- 15.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court Dist. BHADRAK or High Court of Odisha.

CONDITIONS APPLICABLE TO LOCAL MSEs / SSI OF ODISHA:

The MSE / SSI Units of the State of Odisha will be given the following preferences in the tenders provided they produce the following documents as per MSME Development Policy-2009 and IRP - 2007:

- 16.1 Attested copy of valid manufacturing licence.
- 16.2 P.M.T Certificate from the Director of Industries, Odisha or General Manager District Industries Centre that it is a MSE / SSI Units of the State of Odisha, provided that MSE / SSI units has not been derecognised by the Govt. for that specified period.
- 16.3 Local Micro & Small Scale Enterprises (MSE) and Khadi & Village industrial units including handloom and handicrafts will enjoy a price preference of 10% vis-à-vis over local medium and large industries as well as industries outside the State. Local Micro & Small Scale Enterprises having ISO, ISI Certification for their product shall get an additional price preference of 3% as per provision of IPR-2007.
- 16.4 Clause number 1 to 21 is also applicable to the Small Scale Industry Units of the State of Odisha.


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DECLARATION FORM

I / Wehaving My / our
.....office
at.....do declare that I / We have carefully
read all the terms & conditions of tender of the _____, Odisha for the supply of Drugs.
The approved rate will remain valid for a period of one year from the date of approval. I will abide
with all the terms & conditions set forth in the tender paper Reference no.

I/We do hereby declare I/We have not been de-recognised / black listed by any State Govt. /
Union Territory / Govt. of India / Govt. organisation / Govt. Health Institutions for supply of Not of
Standard Quality (NSQ) items / part-supply / non-supply.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or
Security Deposit and blacklist me/us for a period of 5 years if, any information furnished by us
proved to be false at the time of inspection / verification and not complying with the Tender terms &
conditions.

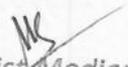
I / We further declare that I / We possess valid manufacturing license / authorised distributor
bearing noValid upto I / We
..... do hereby declare that I /
we will supply the _____ as per the terms, conditions & specifications of the tender
document. I / we further declare that I / we have a service centre / will establish a service centre
within one month of installation of the equipments in Odisha.

Full Signature of the bidder:

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.


Chief Dist. Medical &
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BHADRAK

MANUFACTURER'S AUTHORISATION FORMAT

To

The C.D.M & P.H.O BHADRAK
Deptt. of Health & Family Welfare
Govt. of Odisha.

Ref: Tender No. C.D.M & P.H.O (BHADRAK) – 2020 – 2021 – Drugs & Consumables Dated _____ for _____.

Dear Sir,

We _____ who are established and reputed manufacturer's of _____ (name and description of items offered) having factories at _____ (Address of Factory) do hereby authorize M/s _____ (Name and address of Distributor / Agent) to submit a bid and sign the contract with you against the above referred tender.

We also extend our full guarantee for the items quoted by M/s _____ as per the terms and conditions in your tender under reference above.

Yours faithfully,

Name of the Manufacturer
(Full Signature with seal)

Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included in the bid submitted by the tenderer if the tenderer is not the manufacturer.


Chief Dist Medical &
Public Health Officer
BHADRAK

ANNEXURE – III

DETAILS OF THE TENDERER & LOCAL CONTACT PERSON

	Corporate Office (The address in which the purchase orders and payment details will be communicated)	Local Contact Person / Branch Office / Zonal Office / Service Centre if any, in Odisha.
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception		
Manufacturing License Nos. & Date		
Name of the issuing authority		
License valid up to		
Details Bank Account no,IFSC CODE		

**Full Signature of the Tenderer :
with seal**

Date :

Official Seal :

CHECK LIST

COVER – A (TECHNICAL BID)

Sl. No.	Documents submitted	YES / NO	Page No.
1	Tender Paper Cost		
2	Earnest Money Deposit		
3	Details of Manufacturing License / import license		
4	Details of Drug License from competent authority		
5	Copy of GMP/WHO GMP certificate.		
6	Copy of Valid ISO Certificate		
7	Copy of GST registration certificate.		
8	Audited financial statements of last 3 consecutive years. [i.e – 2016-17, 2017-18 & 2018-19]		
9	Proof of supply of Drugs to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that in last 5 Financial years from the same Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies end user for successful completion (1 st April 2015 to 31 st March 2020).		
10	The declaration form in Annexure - I duly signed by the tenderer before Notary Public / Executive Magistrate.		
11	Manufacturer's authorisation (Annexure - II).		
12	Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha (Annexure - III).		

AGREEMENT

THIS AGREEMENT IS MADE AT _____ THIS THE DAY OF _____ 202__

BETWEEN

Name of the Supplier
with full address

Here in after called the "Supplier(s) _____" as 1st Party

AND

The Govt. of Odisha
Health & F.W. Department
Represented through the
C.D.M & P.H.O BHADRAK / **THE CONSIGNEE**
Hereinafter called the "PURCHASER" _____ as 2nd Party.

Relying on the documents and representation of facts connected to the issue of aforesaid parties to undertake the responsibilities of sale and purchase of following drugs(s) etc. with the terms & conditions hereinafter laid down.

And whereas the 2nd party "Purchaser(s)" is willing to purchase

Name of the Item:

Specifications: As per specifications laid down in the Tender terms & conditions

The Supplier(s) has agreed to sell the drugs(s) completed in all respects according to the Tender requirements and their / his offer dtd. _____ and the Supplier(s) has also agreed to install to make them operative at the destination mentioned in the Tender document with the following descriptions and their cost mentioned against each.

Description of goods:

Offered Price

Total

The price / cost of the item also include the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty

5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

TERMS AND CONDITIONS:-

PRICE:

Only the price quoted by the Supplier(s) in his / their financial proposal will be the price for payment and no other price escalation will be allowed at no circumstances.

TERMS FOR PAYMENT :-

A. The payment(s) shall be made by purchaser in Indian currencies No advance payments towards cost of Drugs will be made to the tenderer. No payment will be made to the supplier if he has not deposited the unconditional performance security in shape of Bank draft amounting to 10% of the purchase order value.

B. Before release of payment the supplier has to submit the signed agreement.

GOVERNING LANGUAGE :

The contract shall be written in English language. English language version of the contract shall govern its interpretation. All correspondences and other documents pertaining to the contract which are exchanged by the parties shall be written in English.

DELIVERY OF DOCUMENT :

Four (4) copies of the Supplier invoice / bills showing purchase order number, good's description, quantity, unit price, total amount with stock entry certificate by the consignee.

PACKAGING :

The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. All primary packaging containers which come in contact with the item should strictly protect the quality and integrity of the Drugs. Packing case size and weights should be taken into consideration, incase of remoteness of final destination and the absence of heavy handling facilities at all points in transit.

The packaging marking shall show the description of quantity of contents, the name of the consignee and address, the gross weight of the packages, the name of the supplier with a distinctive number of marks sufficient for purposes of identification. Each package shall contain:

- i. a packaging note quoting the name of the purchaser
- ii. the number and date of order
- iii. nomenclature of the goods
- iv. Name & address of the consignee

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v. Name & address of the supplier.

TERMS OF CONTRACT :

The C.D.M & P.H.O BHADRAK will be at liberty to terminate without assigning any reason the contract either wholly or in part. The tenderers will not entitled to any compensation whatsoever in such terminations.

PENALTIES :

If the successful tenderer fails to execute the agreement and / or deposit the required security within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the Earnest Money Deposit deposited by him along with his tender shall stand forfeited and he will also be liable for all damages sustained by the purchaser by reasons of such breach, such as failure to supply / delayed supply including the liability to pay any difference between the prices accepted by him and those ultimately paid for the procurement of the articles concerned. Such damages shall be assessed by the purchaser, whose decision is final & binding in the matter.

If any articles or things supplied by the tenderer have been partially or wholly used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or are otherwise faulty or unfit for consumption / use & rusted then the contract price or prices of such articles on full will be recovered from the tenderer, if payment had already been made to him or the tenderer will not be entitled to any payment for that item & no further order will be given to him. For infringement of the stipulations of the contract or for other justifiable reasons, the contract may be terminated by the purchaser and the tenderer shall be liable for all losses sustained by the purchaser in consequence of the termination which may be recovered from the Security Deposit made by the tenderer or other money due or become due to him.

Supply of sub-standard items or non - performance of tender terms & conditions will disqualify a firm to participate in the tender for the next five years.

ARBITRATIONS :

In the event of any dispute out of the contract, such dispute should be subject to the Jurisdiction of the Civil Court, Dist. BHADRAK or High Court, Odisha.

CHANGE OF TERMS AND CONDITIONS :

Any amendment to the terms & conditions and clauses of the agreement if required must be done in writing duly signed by the two parties.

IN WITNESS WHERE OF the parties herein to have set and subscribed their respective hands the day and year first herein above written.

Executed by Purchaser (s) / Consignee

In presence of (Witness)

Executed by Supplier (s)

In presence of (Witness)