

**OFFICE OF THE DIRECTOR-CUM-MEDICAL SUPERINTENDENT,
MENTAL HEALTH INSTITUTE, S.C.B. MEDICAL COLLEGE HOSPITAL, CUTTACK.**

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TENDER BOOK

Date of Sale of Tender Documents	-	11.8.2014 to 1.09.2014
Last Date/ Time for sale of BID	-	1.09.2014 upto 5.00 PM
Last Date of receipt of the Tender Document	-	2.09.2014 upto 3.00 P.M.
Date of Opening of Technical BID Document	-	2.09.2014 at 3.30 PM
Date & Time of Opening of the Commercial BID Document	-	SHALL BE INTIMATED SEPARATELY.

Place of Receipt of Tender Documents/
Address for communication and place
of opening of Bids.

Office of the Director-cum-Medical Superintendent,
Mental Health Institute, S.C.B. Medical College &
Hospital, Cuttack.

General Terms & Conditions of Contract for Supply of Psychiatric Medicines to Mental Health Institute, SCB Medical College Hospital, Cuttack, Odisha.

TERMS AND CONDITIONS

1. Tenderers shall be manufacturers having valid manufacturing license and GMP as per revised schedule M/WHO GMP or direct importer having valid import license.
2. In case of non-availability of the above said Manufacturer/Importer, the authorized distributors / Stockiest / Dealer having valid drug license can participate in the tender process.
3. Tenderer which has been blacklisted either by the tender inviting authority or by any State Govt. or Central Govt. organization should not participate in the tender during the period of blacklisting.
4. The tenderer must be enclosed the copy of the money receipt in support of purchase of tender papers or a bank draft amounting to Rs.500/- in favour of the “The Director-cum-Medical Superintendent, Mental Health Institute, SCB Medical College Hospital, Cuttack”, when the tender form will be downloaded from the website at the time of submission of tender paper. The tender paper should be reached in the office of the undersigned through Speed Post/Regd. Post only.
5. The Bids shall be opened in presence of the tenderers or their authorized representatives. The representative to be present at the time of opening of tender should produce an authorization letter from the bidders. There is no bar for opening the tender by the competent authority even if the Bidder or his representative is not present.
6. The tender should be in “Two BID type”. All documents and information of the tenderer should be sealed in an envelope superscribed as “TECHNICAL BID” and the price of each items should furnished in another sealed cover superscribed as “PRICE BID”. Both the envelopes should be enclosed in another sealed envelopes superscribed as “TENDER FOR SUPPLY OF PSYCHIATRIC MEDICINES TO MENTAL HEALTH INSTITUTE, CUTTACK”.
7. The following documents duly signed by the bidder should be furnished in the envelope superscribed as “TECHNICAL BID”
 - a. Original money receipt or Bank Draft amounting to Rs.500/- towards cost of tender paper.
 - b. Bank Draft regarding E.M.D.
 - c. Attested Xerox copy of the valid up to date VAT/CST clearance certificate.

- d. Attested Xerox copy of Income Tax return for the last year.
 - e. Attested Xerox copy of the PAN card.
 - f. Attested Xerox copy of valid Drug License.
 - g. Detailed name, address, Tele. No., Fax, E-mail of the Firm and of the Director/Managing Partner/Proprietor of the Firm.
 - h. Detailed information of Authorized Distributor/tenderer in Annexure – I for online payment.
 - i. Information regarding supply of items to the Govt. Institutions/Public sector undertaking within last three years.
 - j. Photocopy of valid up to date manufacturing license with drug endorsement of the item quoted/copy of import license if items quoted are imported/copy of up-to-date valid drug license.
 - k. Power of Attorney/authorization letter in respect of the Authorized distributor.
 - l. The Manufacturing unit participating in this tender must have valid up-to-date “Good Manufacturing Practice” certificate as per revised schedule M/WHO GMP certificate from the licensing authority of the State where the manufacturing unit exist/Govt. of India.
 - m. An affidavit in the format (as per Annexure-II) for printing of Logo/labeling and abiding by the tender rules and conditions.
 - n. Checklist with detail of the documents enclosed in sealed cover with page number. The documents should be serially arranged and securely tied and bound.
 - o. Other relevant documents if any desired to be submitted by the bidder.
8. The following documents duly signed by the Bidder should be furnished in the envelope superscribed as “PRICE BID”.
- a. The price of each item should be quoted in Indian Currency.
 - b. The quoted rate should be inclusive of Excise Duty, Insurance, Packing, Forwarding & Freight (Door Delivery) but exclusive of Sale Tax/VAT & E. Tax if any. The rate should be quoted for each Tab/Amp (Both in figures and words) with dated Signature & Seal. But supply will be made in unit pack.
 - c. Item wise tax structure should be indicated separately.
 - d. Certificate to the effect that price quoted by him/them is not more than the open market price

9. EARNEST MONEY DEPOSIT

- a. The E.M.D. of Rs.10,000/- must be deposited in shape of Bank Draft in favour of “The Director-cum-Medical Superintendent, Mental Health Institute, Cuttack” from any Nationalised Bank payable at Cuttack.
- b. E.M.D. will be forfeited, if the bidder withdraws his participation after the opening of tender.
- c. E.M.D. of unsuccessful tenderer will be returned back after the closing of this tender process.
- d. E.M.D. of successful tenderer will be returned back only after receipt of Performance Security.

10. PERFORMANCE SECURITY (SECURITY DEPOSIT)

- a. The Successful tenderer shall be required to deposit an amount equal to 10% of the value of ordered items in shape of Bank Guarantee in favour of “The Director-cum-Medical Superintendent, Mental Health Institute, Cuttack” from any Nationalised Bank within 21 days from the date of issue of purchase order. Failure to deposit the security money, no payment will be released to the Firm/Supplier/Tenderer.
- b. The performance security should be in form of a conditional Bank Guarantee valid for 12 months from the date of issue of purchase order.
- c. The performance security (Bank Guarantee) will be returned back to the tenderer after expiry of validity period of tender.

11. TENDER CONDITION

- a. Tenders should be type written/computerized and every correction/over writing in the tender should invariably be attested with signature of the tenderer with date before submission of tenders to the authority concerned, failing which the tender will be ineligible for further consideration. No revision of price upward and down ward will be allowed once the tender is opened No interest is payable on E.M.D./Bid security.
- b. If any discrepancies are found in Price List, the rate written in words will be taken into consideration.
- c. To ensure sustained supply without any interruption, the Director-cum-Medical Superintendent reserves the right to split orders for supplying the requirements among more than one tenderer provided that the rates and other conditions of supply are equal and with sufficient grounds. In case of non supply of any items by any approved lowest quoted firm, the Director-cum-Medical Superintendent can offer any of L-2/L-3/L-4/L-5 firm to supply at L-1 rate (lowest approved rate) and procure the same items in L-1 rate sequentially.

- d. The rates quoted and accepted will be binding on the tenderer for a period of one year from the date of approval of the quoted price and on no account any increase in the price will be entertained till the completion of this tender period.
- e. In the event of the date being declared as a closed holiday for Govt. of Odisha, the due date of submission of tender and opening of tender will be following working day at the appointed place & time.
- f. No tender shall be allowed at any time on any ground whatsoever to claim revision of or modification in rates quoted by him. Clerical error, typographical error etc. committed by the tenderer in the tender forms will not be considered after opening of the tenders. Conditions such as "SUBJECT TO AVAILABILITY, SUPPLY WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc. will not be considered under any circumstances and the tenderer of those who have given such conditions shall be treated as incomplete and for that reason, shall be summarily rejected.
- g. All the documents submitted must be in English /Hindi/Oriya otherwise its attested English version must be attached in the tender documents.
- h. No new documents will be accepted from the tendered after opening of tender. Only clarifications can be asked from the firm if required.
- i. The Director-cum-Medical Superintendent reserves the right to accept in full or part or reject any or all the tenders without assigning any reason thereof.
- j. The tax will be charged as per guidelines given by the Finance Department from time to time. Only one Sale tax either C.S.T./VAT will be paid to the supplier. In case of entry tax the supplier has to deposit the original receipt to claim it, if finished goods are brought from outside the state.
- k. The authorized distributors inside the State of Odisha can not charge entry tax.
- l. In the event of any litigation arising out of the tender, such matters would be subject to the jurisdiction of High Court, Odisha.
- m. In case of suspicion of any attested photo copy of the supplied documents, the purchase committee of Mental Health Institute reserves all the rights to call for the documents in Original failing which the validity of the documents stand cancelled.
- n. No interest is payable on E.M.D./Bid security.

12. SUPPLY CONDITION

- a. The Tenderer should deliver the medicines to the M.H.I Store (Door delivery).The insurance, storage and transport charges/Courier charges if any will be borne by the supplier. The short supply/damage if any at the time of delivery of consignment shall be replaced by the supplier within 7 days of the first supply of indented items.

- b. The Director-cum-Medical Superintendent can place the purchase order for any item in a phased manner to be supplied within a stipulated time limit depending on the requirements.
- c. The supply should be started immediately and should be completed within 45 days from the date of issue of Purchase Order.
- d. Each installment and batch of supply of medicines must be accompanied with a Test Certificate. The full name & qualification must be mentioned with the signature of the certify Chemist/Analyst.
- e. The expiry date of the medicines should not be less than 2 years from the date of supply.
- f. No item of medicines should bear the price of the item in its Strip/Cartron/Packet/Vial/Amp.

13. PACKAGING

- a. All the packaging should be primary (New).The supplier shall provide such packing of the goods to prevent their damage and deterioration during transit to the M.H.I. Store.
- b. The packaging cartons must bear the name of the items (Generic names), strength, total quantity, total weight, name of the manufacturer, month of manufacturing and month of expiry.

14 LOGOGRAMS AND LABELING

Tender for the supply of medicines shall be considered only, if the tenderer gives an undertaking in his tender (As per Annexure-II) that he will print “ODISHA GOVT. SUPPLY, NOT FOR SALE” in contrast ink on each unit Strip/Box/Cartron/Vial/Amp/Package. Affixing of stickers and rubber stamps shall not be accepted. Failure to supply medicines with the printing as specified above will be treated as breach of the terms of agreement and render the tenderer liable to forfeiture of the E.M.D. and security deposit by the authority.

15. QUALITY TESTING

The approved supplier will ensure the quality of the supplied items strictly and in the event of any suspicion arising thereof, the authority can go for the scrutinizing procedure and the official expenses due to this will be borne by the said supplier.

15. EVALUATION PROCEDURE

As per the Govt. of Odisha Finance Dept. Order no 48317(230)/f dt.23.11.2010 in comparing the cost of an article, if purchased from within the state with the price of similar article if purchased from outside the State, the amount of Odisha Sales Tax(OST)

now VAT shall be deducted from the total cost since it accrues back as revenue to the state. If after such deduction, the cost of articles to be purchased within the state is not more than the cost of including Central Sales Tax, transport and other charges of similar articles from outside the State, it would be economical to purchase articles within the State.

16. TERMS OF PAYMENT

- a. No advance payment towards cost of medicines will be made to the supplier. The supplier has to deposit 3 copies of the bills or invoices at M.H.I. Store for stock entry.
- b. 100% (Full payment) of the value of the medicines supplied shall be made on receipt of stock entry certificate on the body of the bill/invoice from the M.H.I. Store. Such payment shall be made within two months from the date of delivery of the goods.

17. NAME OF THE MEDICINES

1. Tab. Fluoxetine - 20 mg.
2. Tab. Propranolol HCL - 40 mg.
3. Tab. Trihexyphenidyl - 2 mg.
4. Tab. Thioridazine - 50 mg.
5. Inj. Fluanxol Decanoate - 20 mg/1ml.
6. Inj. Zuclopenthixol Decanoate - 200mg/1ml.
7. Inj. Haloperidol - L.A.

ANNEXURE – I

Bank Details of the beneficiary / employee/vendors/payee etc.

Sl. No.	Beneficiary Name	Account Type	Beneficiary's Bank Account No. & IFS Code	MICR Number	Amount to be paid	Mobile Number	E-mail ID (Optional)

I hereby declared that I authorize the Drawing & Disbursing Officer to electronically credit my entitlements / claim to the Bank Account and other details furnished above, which are true and correct to the best of my knowledge.

Signature :

(Name) :

Designation :

Address :

Contact Number :

E-mail :

Mobile No. :

ANNEXURE-II

I/We M/S.....do declare that I/We have carefully read all the terms & conditions for purchase of Psychiatric medicines of Mental Health Institute, Cuttack for the period of one year as rate contract from the date of approval of the tender and will abide by with all the terns & conditions of the tender.

I/We declare that we posses the valid license and GMP certificate as per revised schedule 'M'/WHO G.M.P issued by the competent authority and complies and continue to comply with the conditions laid in revised schedule 'M' of Drugs and Chemist Act, 1940 and the rules made there under. I/We furnish the particulars in this regard in enclosure to this declaration.

I/We agree that the Tender Inviting Authority can forfeit the Earnest money deposit or Security deposit and black list me/us for a period of 5 years if, any information furnished by me/us proved to be false at the time of inspection/verification and not complying the conditions as per schedule 'M' of the said Act.

I/We do hereby declare that I will supply the medicines as per the terms and conditions of the tender document print in bold letters "ODISHA GOVT. SUPPLY, NOT FOR SALE" in contrast ink on the Carton/Strip/Package/Amp/Vial as the case may be.

Signature of the Tenderer.

Date.....

Affidavit before Executive Magistrate / Notary Public.