

**TERMS AND CONDITIONS FOR SUPPLY OF
CONSUMABLES & DISPOSABLE ITEMS AND DRUGS FOR
S.N.C.U (PEDIATRIC DEPTT.) OF MKCG MEDICAL COLLEGE HOSPITAL,
BERHAMPUR, ODISHA.**

Name of the District / Health Institution: **M.K.C.G MEDICAL COLLEGE HOSPITAL, BERHAMPUR, ODISHA.**
(HEALTH & F.W. DEPTT., GOVT. OF ODISHA)

Tel: (0680) 2292624.
Fax: 0680-2292752.

Bid Reference No. – 19697/MCH/CS/2011 dated 29.12.2011.

**TENDER DOCUMENT FOR SUPPLY OF CONSUMABLES & DISPOSABLE ITEMS AND DRUGS FOR S.N.C.U
(PEDIATRIC DEPTT.) M.K.C.G M.C.H, BERHAMPUR.**

DATE OF AVAILABILITY OF BID DOCUMENT (In Website)	: 06/01/2012
LAST DATE OF AVAILABILITY OF BID DOCUMENTS (In Website)	: 31/01/2012
LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS	: 31/01/2012 till 5 P.M
DATE & TIME OF OPENING OF COVER-A (Technical Bid)	: 01/02/2012 at 11.30 P.M
DATE OF OPENING OF COVER-B (Price Bid)	: To be intimated later on .
PLACE OF OPENING OF BID DOCUMENTS & ADDRESS FOR COMMUNICATION & RECEIPT OF BID DOCUMENTS	Office of the Superintendent : MKCG Medical College Hospital, Berhampur, Odisha.

OFFICE OF THE SUPERINTENDENT M.K.C.G MEDICAL COLLEGE HOSPITAL, BERHAMPUR, ODISHA

OFFICE OF THE SUPERINTENDENT, M.K.C.G. MEDICAL COLLEGE HOSPITAL, BERHAMPUR

No. 19697 /MCH/CS/2011

Dt/Berhampur the, 29.12.2011

TENDER CALL NOTICE

The Superintendent, M.K.C.G. Medical College Hospital, Berhampur-760004, Dist. Ganjam, Odisha, invites wax sealed tenders from the Registered Firms / Suppliers / Authorized Dealers, DGS and D Rate Contract holders having valid up to date VAT clearance certificate for **SUPPLY OF CONSUMABLES & DISPOSABLE ITEMS AND DRUGS FOR S.N.C.U (Pediatric Deptt.)** for this hospital . The Bidders have to download the tender documents directly from the website available at website-www.ganjam.nic.in. The tender cost fee of Rs.2,000/-(two thousand) (non-refundable) by way of separate Demand Draft drawn in favour of the Superintendent, M.K.C.G Medical College Hospital, Berhampur 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 shape of demand drafts in the technical bid. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website or from the Superintendent, MKCG Medical College Hospital, Berhampur before last date of submission of tender document and the Superintendent, shall have no responsibility for any delay / omission on part of the bidder. The last date of receipt of tenders through Regd. Post/Speed Post/Courier is on or before 31.01.12 and will be opened on 01.02.12 at 12.30 P.M. All legal disputes if any relating to this tender call notice are subject to jurisdiction in the courts of law situated at Berhampur, Ganjam, Odisha only. The Superintendent, M.K.C.G Medical College Hospital, Berhampur reserve right to accept/reject/cancel any or all the tenders in full or part without assigning any reason thereof.

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

Sd/-
Superintendent
MKCG Medical College Hospital
Berhampur

IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS

1.	Purchaser/Indenter/ Consignee	Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha
2.	Delivery Period	Within 30 days from issue of the supply order.
3.	Place of Delivery	Main Medical Store, MKCG Medical College Hospital, Berhampur, Odisha.
4.	EMD	1% of the highest quoted value of the tender. The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of the Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha payable at SBI, M.C.C Branch, Berhampur, Odisha.
5.	Pre-qualification	<p>A. Manufacturing units are eligible to participate in the tender provided, they have</p> <ul style="list-style-type: none">(i) Valid manufacturing license.(ii) Valid ISO certificate.(iii) Valid GMP/WHO GMP certificate.(iv) Tenderer should have proof of supply to Ten (10) nos. or more Govt. organization / Corporate Hospitals / PSU Hospitals and certificate in support of that from the users during last 3 years.(v) Proof of annual average turnover (Manufacturer) of Rs.10 lakhs or more in case of SSI Units and Rs. 01 Crore or more in case of others during last three (3) financial years (2008-09, 2009-10, 2010-11) in India.(vi) Manufacturing unit who has been blacklisted either by the Tender inviting authority or by any state Govt. or Central Govt. organization for the quoted item is not eligible to participate in the tender during the period of blacklisting.(vii) Proof of manufacturing of the drugs & consumables for last three years. <p>B. Authorized distributors on behalf of the manufacturer are eligible to participate in the tender provided:</p> <ul style="list-style-type: none">(i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at Annexure -V. The authorized distributor may raise bill, if specially authorized by the manufacturer.(ii) The authorized distributor will submit all the documents in support of eligibility of the manufacturer as mentioned above in clause No. "A" along with the tender.

SECTION -I

**TERMS AND CONDITIONS FOR SUPPLY OF CONSUMABLES & DISPOSABLE ITEMS AND DRUGS
FOR S.N.C.U (Pediatrics Deptt.), M.K.C.G MEDICAL COLLEGE HOSPITAL, BERHAMPUR.**

1. Sealed tenders will be received by **Dated 31.01.2012 up to 5.00 PM** by the Superintendent, MKCG Medical College Hospital, Berhampur for purchase of **CONSUMABLES & DISPOSABLE ITEMS & DRUGS** for this hospital. Any tender received after the due date & time will be rejected / returned to the sender unopened. The tenders will be received through Regd. Post / Speed Post / Courier only. The bidder(s) are to submit their tenders in **separate** sealed covered envelopes for **technical bid** and **commercial bid** by superscribing **Cover "A" (Technical Bid) & Cover "B" (Price Bid)** and both the sealed covers should be put into a third outer Cover, which should be superscribed as **"Tender for Supply of Consumables & Disposable Items and Drugs for SNCU (Pediatrics Deptt.), MKCG Medical College Hospital, Berhampur, Odisha" & Tender Reference No. 19697 dt. 29.12.2011**. The Sealed tenders "Cover A" (Technical Bid) submitted by the tenderers will be opened by the Purchase committee in the office chamber of the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha at 11.30 P.M on Date 01.02.2012. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like. If any tenderer or their authorized representative fails to turn up at the time of opening of tenders, the process will continue as usual.

2. ELIGIBILITY CRITERIA

- 2.1 Manufacturing units / authorized distributor are eligible to participate in the tender provided, they have -
 - (i) Valid manufacturing license / authorization certificate. Distributors have to furnish the authorization from the manufacturer.
 - (ii) Valid ISO certificate.
 - (iii) Valid GMP/WHO GMP certificate.
 - (iv) Tenderer should have proof of supply to ten (10) or more Govt. organization / Corporate Hospitals / PSU Hospital and certificate in support of that from the users during last 3 years. **(Annexure VII)**.
 - (v) Proof of Average annual turnover of the manufacturing firm of Rs.10 lakhs or more in case of SSI Units and Rs. 01 Crore or more in case of others during last three (3) financial years in India **(Annexure VI)**.
 - (vi) Proof of manufacturing of **CONSUMABLES & DISPOSABLE ITEMS AND DRUGS** for last 3 years at least (Certificate of Incorporation of the manufacturer).
 - (vii) 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.
- 2.2 Authorized distributors are eligible to participate in the tender provided:
 - (i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at **Annexure - V**. The authorized distributor may raise bill, if specially authorized by the manufacturer.
 - (ii) The authorized distributor will submit all the documents in support of eligibility of the manufacturer as mentioned in clause No. 2.1 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 Supply of Consumables & Disposable Items and Drugs for SNCU (Pediatrics Deptt.), MKCG Medical College Hospital, Berhampur, Odisha" & Tender Reference No. 19697 dt. 29.12.2011"**.

The following documents should be enclosed in Cover "A" (Technical Bid) by the tenderer. All the photocopies are to be attested by a Notary Public / Gazetted Officer.

3. TECHNICAL BID:

- 3.1 Checklist with detail of the documents enclosed in **Cover "A"** (as per **Annexure - I**) with page number. The document should be serially arranged as per this **Annexure - I** and should be securely tied and bound.
 - 3.2 List of Item(s) quoted with name of the Make / Brand (**Annexure – II**).
 - 3.3 Tender document fee of Rs.2, 000/- (Rupees two thousand) only in shape of Demand Draft. in favour of the Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha payable at SBI, M.C.C Branch, Berhampur, Odisha.
 - 3.4 The Earnest Money Deposit @ 1% of the highest quoted value will be paid in shape of demand Draft only in favour of the Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha payable at SBI, M.C.C Branch, Berhampur, Odisha.
 - 3.5 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha (**Annexure - III**).
 - 3.6 The declaration form in **Annexure - IV** duly signed by the tenderer before Notary Public / Executive Magistrate.
 - 3.7 Manufacturer's Authorization Format in **Annexure-V** (In case the bidder is not the manufacturer)
 - 3.8 Certificate duly filled by the Auditor / Chartered Accountant (as per **Annexure-VI**) that the average annual turnover of the manufacturing firm is Rs.10 lakhs or more in case of SSI Units and Rs. 01 Crore or more in case of others during last three (3) financial years in India.
 - 3.9 Performance Statement (**Annexure - VII**) during the last three years towards proof of supply to ten (10) or more Govt. organization / Corporate Hospitals / PSU Hospitals. The copy of Purchase orders and certificate from the user should be furnished in support of the information provided in the performance statement.
 - 3.10 Copy of Valid Manufacturing License of the manufacturer (s) / authorization certificate by the distributor).
 - 3.11 Copy of Valid ISO certificate.
 - 3.12 Valid GMP/WHO GMP certificate
 - 3.13 Copy of VAT clearance certificate upto 31.03.2012.
 - 3.14 The Original Tender Book with Conditions and the schedules signed by the tenderer at the bottom of each page with his official seal duly affixed.
- N.B:** Valid means the certificate should be valid on or beyond the date of opening of tender - (Cover-A).

4. COVER – B (PRICE BID)

- 4.1 The tender format giving the quoted rate for SUPPLY OF CONSUMABLES & DISPOSABLE ITEMS AND DRUGS FOR SNCU (Pediatrics Deptt.), MKCG Medical College Hospital, Berhampur, Odisha 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 specifications.
- 4.2 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – VIII**), both hard copy and soft copy 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 Sale Tax / VAT and Entry Tax charges (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.

- 4.3 The "cover-B" of successful bidders will be opened in the office chamber of the Superintendent, M.K.C.G Medical College Hospital, Berhampur, which will be intimated later on, in the presence of the tenderers or authorized representatives. If any tenderer or their authorized representative fails to turn up at the time of opening of tenders, the process will continue as usual.

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

5. REJECTION OF TENDER

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

- a) Manufacturing license of the manufacturer / Import License.
- b) Manufacturers authorization in case of distributor/importer.
- c) Earnest Money Deposit (EMD).
- d) Annual Average Turnover of Rs.10 lakhs or more in case of SSI Units and Rs. 01 Crore or more in case of others during last three (3) financial years in India.
- e) Valid ISO certificate.
- f) Proof of supply to ten (10) or more nos. of Govt. Organization / Corporate Hospitals / PSU Hospitals and certificate in support of that from the user during the last three years.
- g) Major deviations from the technical specification of the item(s) as per tender.
- h) Price bid / quoted rate with signature and seal (Hard Copy).
- i) Demand Draft of Rs. 2000/- towards tender cost.
- j) Any other document(s) as specified at item No-2, 3, 4.

6. EARNEST MONEY DEPOSIT

- 6.1 The Earnest Money Deposit referred to at para 3.4 shall be @ 1% of the highest quoted value of the tender. The Earnest Money Deposit will be submitted in shape of Demand Draft only in favour of the Superintendent, M.K.C.G Medical College Hospital, Berhampur, Odisha payable at SBI, M.C.C Branch, Berhampur, Odisha.
- 6.2 The EMD of the unsuccessful tenderers will be returned back without interest after placement of purchase order to the successful tenderer.
- 6.3 The EMD will be forfeited if the tenderer withdraws the tender or doesn't sign the contract / doesn't supply the items (in case of successful bidder) within the stipulated time period.

7. SECURITY DEPOSIT: (Performance Security)

- 7.1 The Security Money should be submitted in shape of Bank Guarantee (as per Annexure - IX) / Bank Draft in favour of the Superintendent, MKCG Medical College Hospital, Berhampur from a Nationalized Bank / Fixed Deposit receipt of any Nationalized Bank Pledged in favour of the purchaser equal to the amount @ 2% (in case of SSI Units) and @ 10% (for others) of the purchase order value of the item(s) within 07 days of issue of the purchase order.
- 7.2 Security Money will be forfeited if there is any violation of the tender terms and conditions.

8. TENDER CONDITIONS:

- 8.1 The details of the Consumables & Disposal Items & Drugs with their specifications are mentioned at **Section-II**.
- 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) but exclusive of Sales Tax/VAT & Entry Tax. Sales Tax/VAT & Entry Tax **should be mentioned in separate columns**. The rates quoted should be in **Indian Rupees only**. Rates quoted in any other currency will not be accepted.
- 8.4 The purchaser shall be responsible only after delivery and due verification of the consumables & 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 holiday by Govt. of Odisha, the due date of submission of bids and opening of bids will be the following working day at the appointed place and 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 Superintendent, M.K.C.G Medical College Hospital, Berhampur 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 approval 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 to the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha immediately about such reduction in the contracted price. The Superintendent, MKCG Medical College Hospital, Berhampur, 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 approval or till issue of next tender for this / these items whichever is earlier.
- 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 attested by a Gazetted Officer / Notary with his seal and signature.
- 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-VIII). The tenderer shall not quote his own rate for any item other than the item specified in the list. (**Section II**).
- 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 Dept., Govt. of Odisha from time to time. Either C.S.T or V.A.T (as applicable) 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. The Sales Tax & entry tax components 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 outside Odisha state tenderers should supply the “**Consumables & Disposable Items And Drugs**” through billing by a Branch office/sales depot of the manufacturer inside the state of Odisha.
- 8.21 If the manufacturing firms are directly submitting the tender, they should not authorize any agent to quote for the same products simultaneously.
- 8.22 The disposable items to be supplied must have expiry of minimum one year on the date of supply and they have to supply samples for quality assessment if required.

9. 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 LABELING:

- 10.1 Tenderer for the “**Supply of Consumables & Disposable Items And Drugs**” shall give an undertaking in his tender that he will print “**Govt. of Odisha, Supply-Not for sale**” in bold letters in contrast ink on each unit pack.

ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:

- 11.1. The Superintendent, MKCG Medical College Hospital, Berhampur, Odisha reserves the right to reject the tenders or to accept the tenders for the supply of the item(s) tendered without assigning any reason thereof.
- 11.2 The Superintendent, MKCG Medical College Hospital, Berhampur, 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 The supply should be completed within 30 days from the date of issue of purchase /work order unless otherwise specified. If no supply is received even after 30 days or 58 days with liquated damage from the date of issue of the purchase/work orders from the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha, such orders will stand cancelled automatically without further notice. Penalty shall thereafter be applied to the tenderer as specified in clause No. 13 . The firm shall also suffer forfeiture of the EMD and security deposit.
- 11.4 The date of receipt of goods will be taken as the date of supply.
- 11.5 If the approved supplier fails to execute the supply within the stipulated time, the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha, is empowered to purchase the same items from L₂ or L₃ tenderer.
- 11.6 The Superintendent, MKCG Medical College Hospital, Berhampur, Odisha or his authorized 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.

12. 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 consumables & disposable items & drugs will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding but excluding VAT and ET and after that the lowest responsive bidder will be selected.
 - b) The circulars issued by the Finance Department, Govt. of Orissa from time to time regarding tax matters shall be taken into account for evaluation and shall be binding on the bidders.

13. LIQUIDATED DAMAGE:

- 13.1 The Superintendent may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 30 days) with a penalty of 0.5% which will be deducted from the purchase order value as "Liquidated Damage", for each week (7 days) up to a maximum 2% on the value of the goods. Date of receipt of the item will be taken as the date of supply.
- 13.2 If the supplier fails to complete the supply within the extended period, i.e. 58 days after being allowed by the Purchaser, no further purchase order will be placed to the firm for the said item and the concerned firm will be blacklisted for two (2) years from the date of issue of letter for the said item.

14. TERMS OF PAYMENT:

- 14.1 No advance payments towards cost of consumables & disposable items & drugs will be made to the tenderer.
- 14.2 The cost of the consumables & disposable items & drugs shall be paid to the supplier on receipt of the stock entry certificate from the main medical store.
- 14.3 Payments will be made only after sample testing of the drugs and consumables items by the authority.
- 14.4 No claims shall be made against the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
- 14.5 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 authorized person of the supplier.
- 14.6 The cost towards testing of sample will be borne by the successful bidder.
- 14.7 Payment will be made as per the availability of funds.

15. PENALTIES:

- 15.1 If the successful tenderer fails to supply the products within the time specified or withdraws his tender after acceptance of his tender owing to any other reasons or unable to undertake the contract, his contract will be cancelled and the earnest money deposit or security deposit submitted by him along with his tender shall stand forfeited by the Purchaser 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 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 , Berhampur (Odisha) or High Court of Odisha.

16. TESTING / QUALITY OF THE DRUG

- 16.1 At the time of supply the supplier must submit a test report of the batches being supplied from a NABL approved laboratory that the supplied drugs are of standard quality based on which the drugs can be used or distributed.
- 16.2 The consigner will also do random testing of the supplied drugs if required for which quality testing, packing and forwarding charges of any will be borne by the supplier.

17. CONDITIONS APPLICABLE TO LOCAL MSEs / SSI OF ORISSA:

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 MSE Development Policy-2009 and IRP - 2007:

- 17.1 Attested copy of valid manufacturing licence.

- 17.2 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.
- 17.3 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.
- 17.4 Local MSEs registered with respective DIC(s), Khadi, Village, Cottage and Handicraft Industries, OSIC, NSIC shall be exempted from payment of earnest money.
- 17.5 Clause number 1 to 16 are also applicable to the Small Scale Industry Units of the State of Odisha.

Sd/-
Superintendent
MKCG Medical College Hospital
Berhampur

SECTION –II

(Details of Consumables & Disposables Items and Drugs)

Details of Consumables & Disposal Items and Drugs for SNCU with Specifications

To be submitted in Cover B – Price Bid

MODEL TENDER FORM

Sl. No	Name of the Drug/Item(s)	Strength / Specification	Approx. Requirement per yearly
1	2	3	4
01	Inj. Ampicillin	100mg	12,000 vials
02	Inj. Ampicillin	500mg	12,000 vials
03	Inj.Cefotaxim	125mg	12,000 vials
04	Cefipime Inj.	125mg	6000 vials
05	Aminophylline –Inj.		4800 Amps.
06	KCl –Inj.		480 Amps.
07	Sanitary Pad(Small & Medium)		24000 Nos.
08	Sterilium / Hand Sartizar		4800 bottles
09	Liquid soap		4800 bottles
10	Roller Bandage(8)		4800 nos.
11	Disposable eye cover for phototherapy		1200 nos.
12	Elastic adhesive bandage		4800 nos.
13	I,V CABYKA 24G/26G		4800 nos.
14	Pediatric Drip set		4800 nos.
15	Pressure monitoring line		24000 nos.
16	N.G.Tube	5F/6F/8F/10F	4800 each
17	Top suction Catheter	5/6/8	2400 nos.
18	3 way stop cock		480 nos.
19	Drop sheet		480 nos.
20	Saline Nasal drop		2400 nos.
21	Tobramycin eye drop		2400 nos.
22	Iron drop		2400 nos.
23	Vit- E – Drop		2400 nos.
24	Inj. Ampicillin + Cloxacillin	250mg.	2400 nos.
25	Heparim –Inj.		4800 nos.
26	Dextrose(25%)		4800 nos.

SECTION –III

ANNEXURES

(Technical Bid, Price Bid, Agreement etc.)

CHECK LIST
(To be submitted in Technical Bid)

Note : The documents has to be arranged serially as per the order mentioned in the check list
Please put ✓ in the respective box

COVER – A (TECHNICAL BID)

DOCUMENTS: SUBMITTED OR NOT

1.	List of Item (s) – Annexure II	Page No.		Yes		No	
2.	Tender document Fee	Page No.		Yes		No	
3.	Earnest Money Deposit	Page No.		Yes		No	
4.	Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure III)	Page No.		Yes		No	
5.	Declaration form (Annexure -IV) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No.		Yes		No	
6.	Manufacturer’s Authorization Format (Annexure – V)	Page No.		Yes		No	
7.	Proof of avg. Annual turnover of Rs.10 lakhs or more in case of SSI Units and Rs. 01 Crore or more in case of others during last three (3) financial years (Annexure - VI)	Page No.		Yes		No	
8.	Performance Statement during the last three year (Annexure -VII)	Page No.		Yes		No	
9.	Copies of Purchase order in support of the performance statement	Page No.		Yes		No	
10.	Copy of Manufacturing License	Page No.		Yes		No	
11.	Copy of Valid ISO Certificate	Page No.		Yes		No	
12.	Photocopy of PAN	Page No.		Yes		No	
13.	Photocopy of VAT clearance certificate	Page No.		Yes		No	
14.	Copy of original Tender and schedules, duly signed by the Tenderer	Page No.		Yes		No	

Annexure II
(Refer Clause No. 3.2)

(To be submitted in Cover "A" -Technical Bid)

LIST OF ITEM(S) QUOTED

Sl.No.	Name of Item(s)	Specification	Manufacturer/Brand name

N.B.:

- (i) Literature of leaflets on technical specification of each quoted item should be attached with the tender documents.
- (ii) If required, the tenderers may be asked to produce the samples of the quoted items.

ANNEXURE – III
(Refer Clause No. 3.5)

(To be submitted in Cover A -Technical Bid)

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 / if any, in Odisha.
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception	Copy of Certificate of incorporation of Manufacturer)	
Manufacturing License Nos. & Date	Copy of manufacturing licence of Manufacturer)	
Name of the issuing authority		
License valid up to		

Signature of the Tenderer :
with seal

Date :

Official Seal :

ANNEXURE – IV
(Refer Clause No. 3.6)

(To be submitted in **Cover A -Technical Bid**)
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 consumables & disposables items and 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 Reference No. 19697 dt. 29.12.2011.**

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

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and
blacklist me/us for a period of 2 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 (s) bearing No. (s)
.....Valid upto I / We do
hereby declare that I / we will supply the _____ as per the terms, conditions &
specifications of the tender document.

Signature of the bidder :

Seal

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

ANNEXURE – V
(Refer Clause No. 2.2(i))

(To be submitted in Cover A -Technical Bid)
MANUFACTURER'S AUTHORISATION FORMAT

To

The Superintendent, M.K.C.G Medical College Hospital,
Berhampur (Ganjam), Odisha.

Ref: Tender No. _____ Dated _____ for supply of drugs and consumables.

Dear Sir,

We, _____ are the manufacturers of _____
_____ having factories at _____.

1. M/s. _____ (name and address of the agent) is our authorized agent for sale of _____ (name of items)
2. We confirm that M/s. _____ (name of the above agent) is authorized to submit a tender, and enter into a contract with for the above goods manufactured by us.

Yours faithfully,

(Signature with date, name and designation)

For and on behalf of Messrs _____
(Name & address of the manufacturers)

Seal

Note :

1. This letter should be on the **letterhead** of the **manufacturer** and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter shall be attached to the technical bid.

(To be submitted in **Cover A –Technical Bid**)

ANNEXURE – VI
(Refer Clause No. 3.8)

(To be furnished in the **letter head** of the Auditor)

ANNUAL TURN OVER STATEMENT

The Annual Turnover in India for consumables & disposal item and Drugs products of M/s _____ who is a manufacturing unit for the last three years are given below and certified that the statement is true and correct.

Sl.No.	Year	Turnover in Crores (Rs.)
1.	2008 – 2009	-
2.	2009- 2010	-
3.	2010 – 2011	-

Average Annual Turnover (for the above three years) in **Crores (Rs.)** _____

Date: _____
Place: _____
Signature of Auditor/
Chartered Accountant
(Name in Capital)

Seal

Membership No.-

Registration No. of Firm

Note:

- a) To be issued in the **letter head** of the Auditor.
- b) **Separate certificates** should be furnished for different manufacturer in case the bidder is quoting products of different manufacturers.

(To be submitted in Cover "A" - Technical Bid)

Annexure VII
(Refer Clause no. 3.9)

PROFORMA FOR PERFORMANCE STATEMENT
(For the period of last three years)

Name of Manufacturer:

Sl.No	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Value of Contract (Rs.)	Date of Completion		Reasons for delay if any	Have the equipments been functioning satisfactorily (attach documentary proof)
				As per contract	Actual		
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Signature and seal of the Tenderer

* The documentary proof will be copies of the purchase order (during the last 3 years) indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

** The documentary proof will be certificate from the consignee/end user indicating Contract No. and date along with a notarized certification (by the bidder) authenticating the correctness of the information furnished.

ANNEXURE-VIII
(Refer Clause No. 4.2 & 8.17)

MODEL TENDER FORMAT(PRICE SCHEDULE)

Sl.No. of the Item	Specification (Annex-II)	Cost which includes excise duty, packing, insurance forwarding / transportation & excludes VAT / sales tax/ entry tax.	VAT/CST (in Rs.)	Entry Tax (If any)	Total Cost (in Rs.)
		Cost in Rs. (both in words & figures)			
(1)	(2)	(3)	(4)	(5)	6 (3+4+5)

Date:

Place:

Signature of the Bidder:

Name:

Address:

Note:

1. Rates should be quoted both in figures & words and if there is any discrepancy, the quoted rates in words will be taken for evaluation.
2. The tenderer has to mention the make / brand, specification of all the items.
3. Rate of the item(s) will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding but excluding VAT and ET and after that the lowest responsive bidder will be selected.

PERFORMANCE SECURITY BANK GUARANTEE FORMAT

_____ [Insert : Bank's Name and Address of
issuing Branch or Office]

Beneficiary : _____ [Insert : Name and Address of
Purchaser]

Date : _____ .

PERFORMANCE GUARANTEE No. _____

We have been informed that [Insert : Name of supplier] (hereinafter called " the supplier " has entered into contract No. [Insert : reference number of the contract] dated _____ with you, for the supply of [insert : description of items] (hereinafter called " the contract ").

Furthermore, we understand that, according to the conditions of the contract, a performance guarantee is required.

At the request of the supplier, we [Insert : Name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [insert : amount in figures] (_____) [insert : amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the supplier is in breach of its obligations under the contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire no later than the _____ day of _____ 2_____ and any demand for payment under it must be received by us at this office on or before that date.

(Signature (s))

AGREEMENT

THIS AGREEMENT IS MADE AT BERHAMPUR THIS THE DAY OF _____ 20__

BETWEEN

Name of the Supplier
with full address

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

AND

The Govt. of Odisha
Health & Family Welfare Department
Represented through the
Superintendent, MKCG Medical College Hospital, Berhampur, Odisha / **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 sell and purchase of following equipment(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

<u>Description of goods</u>	<u>Offered Price</u>	<u>Total</u>
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The price / cost of the item also includes the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools

N.B.: The agreement may be signed by the purchaser / consignee or any person authorized by the purchaser with the concerned firm / supplier.

6. F.O.R. at the destinations mentioned in the consignee list

TERMS AND CONDITIONS:

PRICE:

Only the price quoted by the suppliers 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 payments shall be made by purchaser in Indian currencies No advance payments towards cost of consumables & disposable items and drugs etc. 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 guarantee / Bank Draft / F.D. (Pledged in favour of the Superintendent, MKCG Medical College Hospital, Berhampur) from a nationalized Bank amounting to 2% (in case of SSI Units) and 10% (in case of others) of the purchase order value.
- (i) No advance payments towards cost of consumables & disposable items and drugs will be made to the tenderer.
 - (ii) The cost of the consumables & disposable items + 100% tax shall be paid to the supplier on receipt of the stock entry certificate from the main medical store.
 - (iii) Payments will be made only after sample testing of the consumables & disposables items by the authority.
 - (iv) No claims shall be made against the Superintendent, MKCG Medical College Hospital, Berhampur, Odisha in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
 - (v) 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 authorized person of the supplier.
 - (vi) The cost towards testing of sample will be barrier by the successful bidder.
- B. Before release of payment the supplier has to submit the signed agreement to the consignee (as per Annexure-X) and the undertaking (as per Annexure-XI) will be submitted to the consignee.

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.

Photocopy of the Insurance Certificate if any (The Original Certificate is to be given to the consignee).

INSURANCE:

For delivery of goods at site, the insurance shall be obtained by the suppliers in an amount equal to 110% of the value of goods from "Warehouse" (final destination) on "All Risks" basis including natural calamities.

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 Consumables & Disposal Items And Drugs.

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 mark sufficient for purposes of identification. Each package shall contain:

- a. A packaging note quoting the name of the purchaser.
- b. The number and date of order.
- c. Nomenclature of the goods.
- d. Name & address of the consignee.
- e. Name & address of the supplier.

TERMS OF CONTRACT:

The purchaser 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 termination.

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, Berhampur, Odisha 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 Purchasers / Consignee

Executed by Suppliers

In Presence of (Witness)

In Presence of (Witness)

ANNEXURE-XI

(Refer Clause No. 10.1 to 10.6, 12.1)

UNDERTAKING

(to be submitted on Rs. 50 /- stamp paper)

Tender ref. No. _____ Due for opening on _____

Name of the items:

Date of Installation:

Name of the Consignee:

Name of the purchaser:

Madam/Sir,

I / we _____ here by
declare that

- (i) I/we am/are the manufactures/authorized agents/distributors of _____.
- (ii) I/we do accept / agree for the all clauses including payment terms and conditions of this tender.
- (iii) I / we do hereby confirm that the prices / rates quoted are fixed and are at para with the prices quoted by me / us to any other Govt. of India / Govt. of Odisha Hospitals / Medical Institutions. I / we also offer to supply the stores at the prices and rates not exceeding those mentioned in the price bid.
- (iv) I / we agree to abide by my / our offer for a period of 365 days from the date of approval of the tender.
- (v) I/we shall provide assistance to the consignee in clearness and delivery of store at consignee's stores / premises.
- (vi) The demurrage / storage charges, if any, payable to the customs department, due to non-receipt of required documents in time by the hospital / delay due to incorrect entries, mistakes to the documents etc. shall be borne by me / us.
- (vii) I / we have carefully read and understood all the terms and conditions of the tender and shall abide by them.

Signature of the witness

Name & Address

Signature of the Tenderer

Name & address

Date:

Seal of the firm.

N.B.: 1. To be attested by Notary Public.

2. Only to be submitted by the approved supplier / tenderer to the consignee and a copy to the purchaser before release of payment.