

Submission of Documents

The tenderer shall submit the tenders with technical bid in sealed envelopes super-scribed as Technical Bid (Cover-A) and price Bid (Cover-B) in respective envelop. Both cover-A and cover-B sealed envelopes shall be kept in a big sealed envelope super-scribed as “Tender for Empanelment of Medicine Stores for Local Purchase” etc. on its top.

1. Documents in cover- A (Technical Bid)

- (a) Attested Xerox copy of up to date valid drug license (24x7) issued by the Competent authority.
- (b) Attested Xerox copy GST Registration certificate.
- (c) Attested Xerox copy of to date GST CLERANCE CERTIFICATE.
- (d) Attested Xerox copy of PAN Card of the shop owner.
- (e) Original Money receipt against purchase of tender paper/ DD worth Rs.1,000/- (Rupees One Thousand) only pledged in favour of Director-cum-Medical Superintendent, Mental Health Institute, SCBMCH, Cuttack in case of applying through internet.
- (f) Account payee DD Worth Rs.20,000/- (Rupees twenty thousand) only drawn in favour of Director-cum-Medical Superintendent, Mental Health Institute, Cuttack payable at any nationalized bank as EMD which will be returned back / adjusted after the tender process is over.
- (g) Attested Xerox copy of IT returns for last three financial year's i.e. 2016-17, 2017-18, 2018-19.
- (h) Undertaking as per the attached format to be submitted in the letter pad of the medicine shop.

2) Document in Cover-B (Price Bid)

The bidders should furnish the percentage of discount on MRP (Maximum Retail Price) for Psychiatric Medicines, General Medicine, Medical consumables, Disposables, Suture material, Antiseptic and Disinfectants etc. separately.

General Terms and Condition

1. The medicines are to be procured at routine & emergency hours as life saving measure. The supplier has to supply round the clock against the indent made at different hours under local purchase and all other schemes implemented from time to time by Govt. of Odisha.
2. The chemist must hold valid license for 24 hours service as on the date of bid opening & total period of tender in specified forms for various categories of allopathic drugs issued by the Drug Control Authority of the state under the provisions of Drugs and Cosmetics Act 1940. The successful Bidder will further ensure that their licenses remain valid till the end of contract period. In case if the validity of the license expires during the tender period the tendered must have to produce documents related to the renewal of the license otherwise it will be treated as canceled from the tender procedure.
3. An affidavit in favour of the bidder showing that, he has not been convicted by the state drugs authorities at any time and no case is pending against the bidder under the Drugs and Consumables Act and Rules.
4. The chemist shop / commercial establishment should be situated within 2 KM radius from Mental Health Institute, SCB MCH, Cuttack.

5. The drugs and consumables must be supplied immediately or maximum by one hour for emergency indents and routine indent must be complied preferably on the same day or latest by 10.30 AM next day. The failure or refusal on chemist's part to supply the medicines to the purchaser / beneficiaries within the time. The contract is liable to be terminated/ Cancelled at chemist's risk and cost. Any additional cost involved in arranging supply from alternative source will be recovered from the chemist.
6. The chemist will indicate SI. No., name of the drugs, batch number, date of expiry, Maximum Retail Price (MRP), discount price and tax claimed of the drugs indented in the relevant columns of the bill at the time of supplying the medicines / consumables to the patients with valid on indent. The medicines/drugs to be supplied shall be of standard quality and in case it is found that a drug/medicine is expired or is near the date of expiry and / or of substandard or spurious in quality / nature; appointed 2nd Party (Authorized chemist firm) will be liable to be debarred for a period of 3 years besides for other legal action those may be initiated. In case the supplier fails to supply indented drugs/medicines, the authority of Mental Health Institute, SCB MCH, Cuttack / beneficiary will be entitled to procure the same from other chemist and the supplier will be liable to reimburse in full the price paid by Mental Health Institute, SCB MCH, Cuttack / beneficiary. However the chemist will be allowed to claim what would be payable to him for the medicines as per the agreed terms and conditions.
7. The required items are to be procured on credit basis against different orders and payment will be made on receipt of the funds from the Government on submission of bills in triplicate to the Office of the Director-cum-Medical Superintendent, MHI, Cuttack after due verification from the MHI Store. The authority is not liable for delay in payment if unavoidable circumstances like paucity of funds arise at any point of time.
8. All bidders have to submit an affidavit, if selected as L1 supplier that he / she will have sole responsibilities for full proof supply of medicine / consumables in time round the clock without fail. Failing which, he / she will be responsible for any legal actions or claims arising out of the non supply of drug and consumables or else. He / She will have no objection for allowing additional other bidders selected on the basis of progressively lower rank in the bid in order to maintain the 24 x 7 hours essential / life saving services in the hospital provided that they will be willing to supply the medicine and consumables at L1 rate. The bidders not willing to supply at L1 rate will not be considered for empanelment.
9. Those additional bidders will be considered for selections only after the L1 bidder allows them for such considerations and will have to submit an affidavit that they will responsible to supply the medicine and consumables in the L1 rate within 24 hours of opening of the financial bid. Submission of affidavit beyond 24 hours after opening the financial bid in this regard i.e. willingness to supply at L1 rate will not be considered.
10. The tenders are to be submitted to the Director-cum-Medical Superintendent, MHI, SCB MCH, Cuttack by speed post / Regd. Post only. The envelope containing tender paper must be superscripted with **"Tender for Empanelment of Medicine Stores for Local Purchase"** on its top.

11. Either the owner of the firm / shop or its authorized agents may remain present at the time of opening of tenders and technical bid. Their absence may not be a bar for opening the tender.
12. The tenders qualified on technical bid shall be called on the date of opening of the price-bid. The date of opening of the price bid will be intimated to the bidders in due course of time.
13. Tenders received after stipulated date and time shall not be taken into consideration.
14. The selected shop / firm shall not discontinue supply during the contract period at any circumstances; otherwise the EMD will be forfeited.
15. The EMD of unsuccessful tenders will be returned after finalization of tender on submission of application to the undersigned seeking for so and in case of successful bidders the amount will be returned back or adjusted against the performance security money which is to be deposited by the bidder or as decided by the authority.
16. The supplier shall present the bill to MHI, Store for verification and after receipt of the verified bill from the Store Pharmacist In-charge, MHI, Cuttack will submit the bill to the office of the Director-cum-Medical Superintendent, MHI, Cuttack for further action.
17. Incomplete bills not accompanied by any of the particulars mentioned in above will not be entertained.
18. The validity of tender will remain in force for a period of one year from the date of approval or can be extended time to time after due approval of the purchase committee.
19. The qualified bidder must have to sign a M.O.U with the Director-cum-Medical Superintendent for supply of medicine, medical consumables and disposables etc, unless the bidder signs the M.O.U he cannot be considered for empanelment. The terms and conditions shall be strictly followed up by the bidder which will be placed in the MOU.
20. The qualified bidders shall have to deposit performance security money in shape of DD worth Rs.20,000/- (Rupees twenty thousand) Issued by a nationalized bank in favour of Director-cum-Medical Superintendent, Mental Health Institute, SCBMCH, Cuttack before signing MOU with the authority. No interest on Performance security deposit / EMD shall be paid by the authority.
21. Every medicine had its own self- life period mentioned on the label of medicine. The self-life of medicine supplied should not have passed more than half of its self life at the time of supply.
22. The bidder shall be responsible for any legal actions, suits, claims and demands brought or made against it in respect of anything done or committed to be done by the bidder in execution of or in connection with the work of this contract and against any loss or damage to Mental Health Institute, Cuttack and its beneficiary in consequence to any action or suit being brought against the bidder for anything done or committed to be done in the execution of this contract. The bidder will

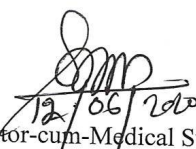
abide by the job safety measures prevalent in India and will free the Mental Health Institute, Cuttack from all demands or responsibilities arising from accidents of loss of life, the cause of which is the bidder's negligence. The bidder will pay all indemnities arising from such incidents without any extra cost to the Mental Health Institute, Cuttack and will not hold the Mental Health Institute, SCB MCH, Cuttack responsible or obligated. The bidder will be responsible to defend such suit, claim or against legal liability. The Mental Health Institute, Cuttack will at the discretion may jointly or singularly defend such suit, claim or against legal actions.

23. The payments of the bills presented will be subject to allotment / availability of Govt. funds. The 2nd Party (Authorized chemist) shall make no claim from the Government of Odisha (Mental Health Institute, Cuttack) in respect of interest or damages in case the payment is delayed for any reasons. The payment has to be through ECS for which bidder should give requisite detail of bank address, Account No, etc.
24. The Contact is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute of difference of any kind whatsoever (the decision whereof is not herein otherwise provide for) shall arise between Mental Health Institute, Cuttack and the Bidder in connection with or arising out of the Contract, whether during the contract period or completion and whether before or after the termination, abandonment of breach of the contract, shall be referred to and settled by sole arbitration by the Director-cum-Medical Superintendent, Mental Health Institute, Cuttack, who shall give written award of his decision to the Bidder.

That, both the parties have gone through the contained through the MOU and put their signature in presence of the two witnesses.

25. The Director-cum-Medical Superintendent, Mental Health Institute, SCB MCH, Cuttack reserves the right for accepting / rejecting any or all tenders without assigning any reason there-of.

Date of Sale of Tender Documents	-	12/06/2020 at 10.00 AM
Last Date/ Time for sale of BID	-	02/07/2020 up to 5.00 PM
Date of Opening of Technical BID Document	-	03/07/2020 at 11.00 A.M.


12/06/2020
Director-cum-Medical Superintendent
MHI, SCB/MCH, Cuttack