

No 26369 //SCBMCH, Date 9.11.2021

TENDER CALL NOTICE

Sealed Tenders in plain papers are invited from intending retail medicine shop owners having valid drug license for 24 x 7 for supply in and around, preferably within 300 mtrs. radius of SCB Medical College and Hospital, Campus for supply of Medicines, Medical consumables, Disposable Suture materials, Orthopaedic implants, Stents, Prosthesis, Pacemaker, Antiseptic and Disinfectants etc. to SCB Medical College Hospital, Cuttack for round the clock Emergency Purchase under BSKY, Local Purchase and other welfare schemes of Govt. of Odisha as and when required by this hospital, so as to reach the office of the Superintendent, SCB MCH Cuttack by **5:00 PM on 02-12-2021** which will be opened on **03-12-2021 at 4:00 PM** in the office of the undersigned. The tender papers and others sets of terms and conditions can be obtained from the Central Store (Tech. Section), on all working days between **10 AM to 4 PM** on deposit of Xerox copy of money receipt of a non refundable amount worth **Rs.2,000/-** (Rupees Two Thousand) only, towards the cost of tender paper deposited in the Account Section of the office of the Superintendent, SCB MCH Cuttack or downloaded from our webs www.scbmch.in and submission of D.D worth **Rs.2,000/-** (Rupees Two thousand) only pledged in favour of Superintendent SCB MCH Cuttack towards the cost of tender paper and attached with the tender papers. The tender cost is around 15 Crores per annum.

Submission of Documents

The tenderers shall submit the tenders with technical bid in sealed envelopes super scribe as Technical Bid (Cover-A) and Price Bid (Cover-B) in respective envelop. Both Cover-A & Cover-B sealed envelopes shall be kept in a big sealed envelop super scribed as "**Tender for Empanelment of Medicine Stores for BSKY & 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 up to date GST clearance certificate of month of Oct-2021
- d) Attested Xerox copy of PAN card of the shop owner.
- e) Original Money receipt against purchase of tender paper/DD worth Rs.2,000/- (Rupees two thousand) only pledged in favour of superintendent, SCBMCH, Cuttack in case of applying through internet.
- f) Account payee DD worth Rs.1,00,000/- (Rupees One Lakh) only drawn in favour of Superintendent, SCBMCH, Cuttack payable at any nationalized bank as EMD which will returned back / adjusted after the tender process is over.
- g) Audited balance sheet with form. **3CB and 3CD** in respect of yearly turnover of previous successive years i.e. 2018-19, 2019-20, 2020-21 which should not be less than 5crores/ Annum in average.
- h) Attested Xerox copy of IT returns for last three financial years i.e 2018-19, 2019-20, 2020-21.
- i) Undertaking as per the attached format to be submitted in the letter pad of the medicine shop.
- j) Proof of experience on supplies of medicine & medical consumables to any Govt. Institutions for at least one year during last 3 years.
- k) Personal details of the bidder with email address to be produced.

2) Documents in Cover-B (Price Bid)

The price bid should indicate the minimum extra percentage added to the purchase price of the items (in generic form) by the supplier from the stockist/ wholesaler/ distributor. The bidder has to give an undertaking that the purchase price of the item is lowest in the local market.

Superintendent
S.C.B. Medical College Hospital
Cuttack

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General Terms and Conditions

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 BSKY, Local purchase and all other schemes implemented from time to time by Govt. of Odisha.
2. The drug store should have a capacity to supply not less than 90% of the commonly prescribed Medicines, Medical Consumable and other items as per the need of this hospital and preference shall be given to the medicine store who will take less percentage of profit on the purchase price.
3. The chemist must hold valid license for 24 hour 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 expire during the tender period the tenderer must have to produce documents related to the renewal of the license otherwise it will be treated as cancelled from the tender procedure
4. 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 Cosmetics Act and Rules.
5. The chemist shop / commercial establishment should be situated within 300 meters radius from SCB MCH, CTC
6. The drugs and consumables must be supplied immediately or maximum by one hours for emergency indents and routine indent must be complied preferably on the same day. The failure or refusal on chemist's part to supply the medicines incomplete 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.
7. In case of refusal of any prescription the supplier will lose its right to supply further.
8. The chemist will indicate Sl. No., name of the drugs, batch number, date of expiry, purchase price, billing 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 prescriptions / or Central Store on indent. The medicines/drugs to be supplied shall be of standard quality and in case it is found that a drug/ medicines 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 actions those may be initiated. In case the supplier fails to supply indented drugs/medicines, the 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 the 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.

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9. 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 Governments on submission of bills in triplicate to the Office of the Superintendent after due verification from the users end i.e from different departments. The authority is not liable for delay in payment if an unavoidable circumstances like paucity of funds arises at any point of time.
10. The bidders have to submit the proof of experience on supplies of medicine & medical consumables to any Govt. Institutions for at least one year during last 3 years.
11. All bidders will have to submit an affidavit that if selected as L¹ supplier 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 drugs and consumables or else he will has no objection for allowing additional 7 other bidders selected on the basis of progressively lower rank in the bid in order to maintain the 24x7 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.
12. 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.
13. The tenderers are to be submitted to the Superintendent, SCBMCH, Cuttack by speed post / Regd. post only. The envelope containing tender paper must be super scribed with "**Tender for Empanelment of Medicine Stores for BSKY & local purchase**" on its top.
14. 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
15. The tenderers 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.
16. Tenders received after stipulated date and time shall not be taken into consideration.
17. The selected shop / firm shall not discontinue supply during the contract period at any circumstances, otherwise the EMD will be forfeited.
18. The EMD of unsuccessful tenderers will be returned after finalization of tender or submission of application to the undersigned seeking for so and in case of successful bidders the amount will be retuned back or adjusted against the performance security money which is to be deposited by the bidder or as decided by the authority.

19. The supplier shall present the bill to the BSKY counter for verification on daily basis with necessary verification certificate by the S.M.O. The bill will be submitted thereafter to the dealing clerk In-charge of BSKY section for necessary scrutiny and placement of file for sanction within 3 days.
20. Incomplete bills not accompanied by any of the particulars mentioned in above will not be entertained.
21. The authority at any time may ask to submit the purchase bills in original for verification which shall be submitted by the empanelled shop immediately without fail otherwise the bill submitted thereafter will not be entertained.
22. The validity of tender will remain in force for a period of two year from the date approval or can be extended time to time after due approval of the purchase committee.
23. The qualified bidder must have to sign a M.O.U with the superintendent for supply of medicine, medical consumables and disposables etc., unless the bidder sign 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.
24. The qualified bidders shall have to deposit performance security money in shape of DD worth Rs.3,00,000/-(Rupees Three Lakh) issued by a nationalized bank in favour of Superintendent, SCB Medical College & Hospital, Cuttack before signing MOU with the authority. No Interest on performance security deposit / EMD shall be paid by the authority.
25. Every medicine has its own self-life period mentioned on the label of medicine. The self life of medicines supplied should not have passed more than half of its self life at the time of supply.
26. The indents/prescription are to be made in a specialize format specified by the 1st Party in a booklet having three copies of different colour i.e. original (yellow), duplicate (red) & triplicate (white) with full signature of the indenting doctor and seal. After filling the format, the patient or his/her representative will carry the original and duplicate copies to the empanelled shop for compliance. The purchase indent from the store will be in form of formats as will be decided from time to time by the authority with information to the empanelled shops.
27. The suppliers should have the provision for producing e-bill and provision to accept order in electronic means if required.
28. 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 the SCB MCH, 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 SCB MCH, CUTTACK from all demands or responsibilities arising from accidents or 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

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SCB MCH, CUTTACK and will not hold the SCB MCH, CUTTACK responsible or obligated. The bidder will be responsible to defend such suit, claim or against legal liability The SCB MCH, Cuttack will at the discretion may jointly or singularly defend such suit, claim or against legal actions.

29. The rates of the high-end items will be finalised by the Superintendent with due approval of rates by the technical committee. The cost of the items in no case will exceed the lowest market rate.

30. 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 (SCB MCH, CUTTACK) in respect of interest or damages in case the payment delayed for any reasons. The payment has to be through ECS for which bidder should requisite detail of bank address, Account number etc.

31. The Contract is based on mutual trust and confidence. Both the parties agree to carry out the assignment in good faith. If any dispute or difference of any kind whatsoever decision whereof is not herein otherwise provided for) shall arise between the SCB MCH 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 or breach of the contract shall be referred to and settled by sole arbitration by the Superintendent, SCB MCH, 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 the signature in presence of the two witnesses.

32. The superintendent reserves the right of accepting / rejecting any or all tenders without assigning any reason there-of.

Last Date of Submission of Tender paper - **02-12-2021 (5:00PM)**

Opening of technical bid of the Tender - **03-12-2021 (4:00PM)**

Lucy Das
9.11.21

Medical Superintendent
SCB Medical College Hospital,
Cuttack

Name of the Medicine Shop:

UNDERTAKING

I, Sri _____, proprietor of M/s. _____
_____, do hereby undertake that,

- Our medicine store is within 300 meters radius from SCB MCH, Campus.
- I/we will provided all required medicines including chemotherapy drugs to the patients as per prescription submitted by the patient.
- If any problem will be faced by the patient due to late supply of medicine. I/we will be held responsible and bear compensation.
- I/we will have 100% of the commonly prescribed medicines (Generic Name) and all the medicines and consumables with implants, prosthesis, stents etc. as mentioned in the tender term and conditions.
- In case of negligence / supply of duplicate / expiry medicines I/we will bear the penalty charges as will be decided by the Administration of SCB MCH, Cuttack.

Signature of Tenderer