

OFFICE OF THE LEPROSY HOME AND HOSPITAL, NAYABAZAR, CUTTACK-753004.

TENDER CALL NOTICE

Sealed Tenders Superscribing (Tender for supply of Medicine and Medical consumables under “NIRAMAYA” are invited from the register manufacture /authorised distributor for supply of medicine & medical consumables to the undersigned, the details term & condition product list and specification are available in the official website of Cuttack district ie WWW.Cuttack.nic.in. The tender paper can be obtained from the office of the superintendent LHH Cuttack during office hour from the date 25-02-2022 to dt-07-03-2022 on payment of Rs-1500/- (one thousand five hundred only) + GST @ 18% extra in from of Demand Draft which is not-refundable. If the bidders submit the tender by Downloading the tender document has to submit cost of tender document in shape of DD along with the technical bid. The bidders are allowed to submit their tender within dt-08-03-2022 up to 2PM the tender paper are to dropped in the tender box kept in the o/o Superintendent LHH Cuttack the tender will be open at-4 PM on the same day at the office of the CDM & PHO Cuttack. If the event date being declared as a holiday by the Govt. Odisha the due date of submission of bids and opening bids will be the next working day at the appointed place & time. The authority reserves right to reject any or all the tenders without assigning any reasons thereof. Any dispute to subject to Cuttack jurisdiction only.

Superintendent

Leprosy Home & Hospital cuttack

TENDER PAPER

TERMS & CONDITIONS FOR RATE CONTRACT OF MEDICINES & MEDICAL CONSUMABLES

SUPERINTENDENT, LEPROSY HOME AND HOSPITAL, CUTTACK

(Health & F.W Department, Govt. of Odisha)

Tel No.0671-2301007/ Fax-0671-2301007

Bid reference No. L.H.H. 2021-2022

TENDER DOCUMENTS FOR SUPPLY OF MEDICINES AND MEDICAL CONSUMABLES ON RATE CONTRACT FOR A PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL OF TENDER.

DATE OF COMMENCEMENT OF SALE OF THE TENDER DOCUMENTS:-dt. 25-02-2022

PRE-BID CONFERENCE: - dt.

LAST DATE & TIME FOR RECEIPT OF TENDER: - dt.08-03-2022, 2.00 P.M.

DATE & TIME OF OPENING OF TENDER (COVER-A):- dt. 08-03-2022, 4.00 P.M

DATE & TIME OF OPENING OF TENDER (COVER-B) will be intimated later

PLACE OF OPENING OF TENDER

AND

ADDRESS FOR COMMUNICATION

O/O Leprosy Home and Hospital, **Cuttack**

AND

At-LHH, Cuttack PO- Nayabazar, Ps- Chauliaganj,

RECEIPT OF TENDER DOCUMENTS

Cuttack -753004

OFFICE OF THE SUPERINTENDENT, LEPROSY HOME AND HOSPITAL, CUTTACK

TERM AND CONDITIONS FOR ACCEPTANCE OF TENDER FOR SUPPLY OF DRUGS AND MEDICAL CONSUMABLES TO SUPERINTENDENT, L.H.H, CUTTACK ON RATE CONTRACT BASIS FOR A PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL BY THE COMPETENT AUTHORITY.

- 1.1 Sealed tenders for the purchase of Drugs and Medical Consumables will be received in the office of the Superintendent, L.H.H, Cuttack, Nayabazar, Ps-chauliaganj, Cuttack -753004 within due date and time for submission of tender document as specified therein i.e. 02.00 P.M. of dt. 08-03-2022. Any tender received after the due date and time will be rejected and returned unopened to the sender. The Tenders will be dropped in the tender Box kept in the O/O Superintendent, L.H.H, Cuttack.
- 1.2 The sealed tender 'Cover A'(Technical Bid) submitted by the tenderer will be opened by the Purchase Committee at the office of the CDM&PHO, Cuttack at 4.00 P.M. on Dt. 08-03-2022 the tenderers or their duly authorized representative is allowed to be present during the opening of the tenders if they so like.

ELIGIBILITY CRITERIA:-

- 2.1 Tenderers shall be a manufacturer having valid up-to-date manufacturing License with drug endorsement copy, Valid ISO Certificate, valid GMP certificate as per revised schedule M of Drugs & Cosmetics Act 1940 or WHO-GMP certificate (applicable for drugs), valid CE certificate of the manufacturer (applicable for medical consumables), valid Non-conviction Certificate, valid Market Standing Certificate, PAN card, Last 3 years IT return (2018-19, 2019-20, 2020-21), GST Registration Certificate, GSTR 3B & GSTR-1 on monthly basis for one year (2020-21) can participate in the process.
- 2.2 Authorized distributor can participate in the bidding process. If so, he/she has to submit Authorization letter from Manufacturer(s), Notarized Xerox copy of Valid Drug License, Non-conviction Certificate of his/her own firm, PAN card, Last 3 years IT return (2018-19, 2019-20, 2020-21), GST Registration Certificate, GSTR 3B & GSTR-1 on monthly basis for one year (2020-21) along with Valid manufacturing License with drug endorsement copy, Valid ISO Certificate, valid GMP or WHO-GMP certificate of the manufacturer(s), valid CE certificate of the manufacturer (applicable for medical consumables) valid Non-conviction Certificate, valid Market Standing Certificate of the manufacturer.
- 2.3 The Annual Average Turnover of the Manufacturer should be Rs. 5 Crore or more during the last three financial years (2018-19, 2019-20, 2020-21) duly certified by the Chartered Accountant as per the prescribed format (Annexure – VII). If the tenderer is an Authorized distributor, he/she has to submit the Annual Turnover statement of Rs. 1 Crore or more for each financial year (2018-19, 2019-20, 2020-21) with annual audited statement / Annual Report of his/her firm in prescribed format along with Annual Average Turnover statement of the Manufacturer of Rs.5 Crore or more. ***The approved authorized***

distributor (tenderer) shall have the direct responsibility for supply of stock and who shall only be entitled to raise the bills against such supply. Payments will be made only in favour of the approved authorized distributor (tenderer).

- 2.4 Tenderer/manufacturing unit which has been blacklisted for any item either by the Tender inviting authority or by any State Govt. or Central Govt. Organization cannot participate in the Tender for that item during the period of blacklisting supporting to court affidavit (Annexure- I).
- 2.5 The Tenderer should have typically not less than 3 (three) years of marketing experience in Medicine/ pharmaceuticals products supplying to the Government Organization/ Corporate Hospital/PSU Hospital/UN agencies in India duly supported documentary evidence ((3 (three) no's of Purchase Order copy for each financial year duly attested by Notary Public) from minimum 3 (three) or more competent Authorities&End User Certificate from same 3 (three) or more competent authorities for last three year i.e. (2018-19, 2019-20, 2020-21) (Annexure- VIII).
- 2.6 Third party manufacturing units i.e. drugs manufactured by one unit and marketed by another unit / firm will not be allowed to participate in the tender.**
- 2.7 Tenderer /firm/manufacturing unit is not eligible to participate in the present tender who will have history of supply of four(4) or more NSQ drugs/items& four (4) batches of one drugs/item during (2018-19, 2019-20, 2020-21)(all financial years added together) supporting to court affidavit (Annexure-I).

Note:-

A."**Tenderer**" means the Manufacture/Authorized Distributer participating in this tender.

B.Valid up-to-date means the certificate should be valid on the date or beyond the opening of Tender (Cover-A) as per Tender conditions. In case the validity of GMP / manufacturing license has expired within six months on the date of opening of tender and the firm / tenderer has applied for renewal of the same, a letter from the competent authority with treasury challan has to be attached alongwith the tender submitted mentioning that the Retention is under process consideration as per D & C Act.

Sealed cover 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 Medicines & Medical Consumables for the year 2021-22**".Reference No L.H.H.(2021-2022).

DOCUMENTS TO BE SUBMITTED IN TECHNICAL BID (COVER- 'A'):

- 3.1 Earnest Money Deposit of Rs.50000/-(fifty thousand)only.
- 3.2 Checklist with detail of the documents enclosed in Cover 'A'. The documents should be serially arranged as per this format and should be securely tied or bound.
- 3.3 Particulars of the tenderer (Company, Firm and Individual) and its authorized representative (Director/Managing Partner/Proprietor) like; name, address, telephone no., mobile no., fax, e-mail, etc. (Annexure-IV)

- 3.4 Address, Telephone No., mobile No., e-mail, Fax of the Branch Office /Contact Person in Odisha. (Annexure-IV)
- 3.5 List of items quoted with strength / specification and packing.(Annexure-III)
- 3.6 Valid up-to-date Manufacturing License with drug endorsement (i.e. the list of approved items issued at the time of grant / renewal of the license and it should be a single list) of the items quoted / copy of import license if items quoted are imported /copy of BIS certificate wherever applicable. If the validity of license has expired within six months on the date of bid opening, then letter from the competent authority with treasury challan is to be attached alongwith the tender submitted mentioning that the tenderer has applied for Retentionas per D&C Act. 1940.
- 3.6.1 In case of manufacturer, the copy of the validmanufacturing license issued by the drug controlling authority with drugendorsement of each item quoted, has to be submitted alongwith the tender.
- 3.6.2 In case of importers, copy of the Import license certificate issued by Drugs Controller General of India, New Delhi will have to be submitted by the tenderer. The importer shall also submit the **Authorization certificatefrom the manufacturer** to deal business in India.
- 3.7 Valid up-to-date Good Manufacturing Practice (GMP) certificate of themanufacturer as per the revised Schedule M of Drugs & Cosmetics Act1940 / WHO GMP certificate from the licensing authority (In case of Drugs Only).If the validityof license has expired within six months on the date of bid opening, then letter from thecompetent authority is to be attached alongwith the tender submittedmentioning that the tenderer has applied for Retention as per D&C Act.
- 3.8 Non-conviction Certificate mentioning that, the firm has not been convicted under the provision of D&C Act 1940 by any court of law in contravention to the above Act & Rules & has not been blacklisted for any item either by the tender inviting authority or by any state Govt. or Central Government.
- 3.9 Valid Market Standing Certificate from the competent authority that, the manufacturer/firm typically not less than 3 (three) years of manufacturing & marketing experience in Medicine/ pharmaceuticals products supplying to the Government Organization/ Corporate Hospital/PSU Hospital/UN agencies in India.
- 3.10 Certificate duly filled by the Auditor / Chartered Accountant that the Annual average turnover of pharmaceutical products of the tendering Manufacturer is Rs.5 crore or more for preceding 3 (three) financial years i.e. (2018-19, 2019-20, 2020-21) (Annexure-VII).If the tenderer is an Authorized distributor, he/she has to submit the Annual Turnover statement of Rs.1 Crore or more for each financial year(2018-19, 2019-20, 2020-21)in prescribed format with annual audited statement / Annual Reportduly filled by the Chartered Accountant of his/her firm along with manufacturer(s) Turnover statement for preceding 3 (three) financial years i.e. (2018-19, 2019-20, 2020-21). (Annexure-VII).
- 3.11 Tenderer has to submit Market Experience (Performance Statement (Annexure-VIII)) towards supply of the pharmaceutical product to Govt./ Corporate Hospitals/ PSU Hospitals in India during the last three financial

years. Notarized copies of 03 (three) Numbers of Purchase Orders for each year in support of the information provided in the performance statement along with End User Certificate for last 3 years from minimum 3(three) or more same competent authorities who have issued the purchase orders.

- 3.12 The Tenderer has to submit Court Affidavit in respect to not been convicted under the provision of D&C Act 1940 by any court of law in contravention to the above Act & Rules & has not been blacklisted for any item either by the tender inviting authority or by any state Govt. or Central Govt. Organization participate in the tender for that item during the period of blacklisting. (Annexure- I)
- 3.13 The Original Tender Book duly signed and sealed by the bidder in each page with Original Money Receipt.
- 3.14 Valid & up-to-date ISO Certificate of the Manufacturer.
- 3.15 Valid CE certificate of the manufacturer (applicable for medical consumables).
- 3.16.1 Authorization letter from the Manufacturer if the tenderer is an authorized distributor (The purchase order may be placed to the authorized distributor & bills can be raised by the authorized distributor on behalf of the manufacturer if specially authorized by the manufacturer.)
- 3.16.2 If the tenderer is an authorized distributor, he/she has to submit Valid Drug license, GST Registration Certificate, Non-conviction Certificate, GSTR 3B & GSTR-1 on monthly basis for last one year (2020-21), PAN Card, Last 3 years IT return (2018-19, 2019-20, 2020-21). Annual Turnover statement for last 3 financial year with annual audited statement / Annual Report duly certified by Chartered Accountant of his/her firm/agency along with all the abovementioned documents of the manufacturer.

N.B: - All the photo copies are to be attested by Notary Public.

DOCUMENTS TO BE SUBMITTED IN PRICE BID (COVER- 'B'):

- 4.1 The rates offered or quoted by the tenderer for various drugs and medical consumables (item-wise) should be submitted in a separate sealed cover hereafter-called Cover 'B' (Price Bid). The lists of items with specifications for which tenders are invited are in Annexure – II.
- 4.2 The Price Bid (price schedule) in the prescribed form (as per Format) should be submitted inclusive of excise duty, insurance, packing, forwarding and freight (except SSI units registered under OSIC & NSIC (i.e. door delivery) but exclusive of GST. The rate should be quoted for each tablet / capsule / vial / ampoule / bottle / tube etc. i.e. only absolute rate (both in figures and words). But supply will be made in unit pack. The hard copy of price schedule must be signed and sealed in each page by the tenderer.
- 4.3 The Cover 'B' should contain the price schedule duly signed and stamped properly filled in price column both in figures and words. If any discrepancy found between figure and words, the price mentioned in form of word will be considered as final price.
- 4.4 The "Cover 'B'" of only those tenderers who qualify in technical bid evaluation will be opened at the _____ in the

presence of the tenderers or their authorised representatives if they like so. The date & time to this effect will be intimated later on.

4.5 Any overwriting/ correction which shall be signed by the tenderer.

NON RESPONSIVE/ REJECTION CRITERIA

5. The tender paper will be rejected if any of the following documents are wanting:-
- i. Earnest money deposit (EMD) of Rs. 50000/- (fifty thousand) (Not applicable for SSI UNITS)
 - ii. Original Money receipt against cost of Bid Documents/ in shape of DD & Original bid Document signed and sealed by tenderer.
 - iii. Attested photocopies of up-to-date valid manufacturing license with drug endorsement copy.
 - iv. Duly attested valid up-to-date Good Manufacturing Practice (GMP) certificate of the manufacturer as per the revised Schedule M of Drugs & Cosmetics Act 1940 / WHO GMP certificate from the licensing authority (In case the tenderer quotes for Drugs items only).
 - v. Non-conviction Certificate of the Manufacturer.
 - vi. Valid Market Standing Certificate from the competent authority of the manufacturer.
 - vii. Valid and up-to-date ISO Certificate of the Manufacturer.
 - viii. Valid CE certificate of the manufacturer (applicable for medical consumables).
 - ix. Price Bid/quoted rates (hard copy) without signature and seal of the tenderer. (Annexure - II)
 - x. GST Registration Certificate issued by competent authority of the manufacturer.
 - xi. Proof of Annual Average turnover of Rs.5 Crore or more during last three financial years i.e. (2018-19, 2019-20, 2020-21) with respect to pharmaceutical products only in India being certified by Chartered Accountant of the Manufacturer (Notarized copy). (Annexure - VII)
 - xii. Copy of last 3 years IT return (2018-19, 2019-20, 2020-21) & PAN Card of the manufacturer if the bidder is a manufacturer.
 - xiii. GSTR 3B & GSTR-1 on monthly basis for one year (2020-21).
 - xiv. If the tenderer is an authorized distributor, bidder has to submit Authorization letter from the Manufacturer (Annexure - VI), valid Drug License, Non-Conviction Certificate of his/her own firm, PAN Card, IT Return for last 3 financial Year (2018-19, 2019-20, 2020-21), last 3 years Annual Turnover of Rs.1 Crore or more for each financial year duly certified by a Chartered Accountant with annual audited statement / Annual Report & GST Registration Certificate issued by competent authority, GSTR 3B & GSTR-1 on monthly basis for last one year (2020-21) of his/her firm

- along with documents mentioned in Sl. No. "III,IV,V,VI,VII,VIII& XI " of the Manufacturer.
- xv. 03 (three) no's of Purchase Order copy for each financial year duly attested by Notary Public) from 3 (three) or more competent authorities & End user certificate from same 03 (three) or more competent authorities for last three year i.e. (2018-19, 2019-20, 2020-21) as mentioned in the performance Statement Annexure VIII.
 - xvi. Court Affidavit in respect to not been convicted under the provision of D&C Act 1940 by any court of law in contravention to the above Act & Rules & has not been blacklisted for any item either by the tender inviting authority or by any state Govt. or Central Govt. Organization participate in the tender for that item during the period of blacklisting (Annexure-1)

EARNEST MONEY DEPOSITED (BID SECURITY)

- 6.1 The EMD is deposited to safeguard against a bidder withdrawing or altering its bid during the bid validity period. The earnest money deposit Rs. 50000/- (fifty thousand Rupees) only for tender will be submitted by the tenderer. The earnest money deposit must be paid in the shape of **demand draft** in favour of the Superintendent, L.H.H, Cuttack from any Nationalized /Schedules Bank payable at Cuttack which will be deposited in the _____ . This should be submitted with the tender in Cover "A" E.M.D **in shape of Cheque/Cash/Postal Order/Bank Guaranty will not be accepted.**
- 6.2 The local micro, small & medium enterprises registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC & NSIC shall be exempted from payment of EMD.
- 6.3 The EMD will be forfeited by the Superintendent, L.H.H, Cuttack if the tenderer withdraws the tender in any respect within the validity of the bid or does not accept the approved rates by the bidder & Fails to furnish the required performance security within the specified period.
- 6.4 The E.M.D of the unsuccessful bidders only returned back without interest latest by 30th days after the award of the contract & the E.M.D will be refunded to the successful bidder on receipt of Performance Security.

PERFORMANCE SECURITY

- 7.1 To ensure due performance of the contract, performance security is to be deposited by the successful bidders awarded the contract.
- 7.2 5% of the Purchase Order value will be deposited by the successful bidder as performance security in shape of account payee Demand draft in favour the Superintendent, L.H.H, Cuttack payable at Cuttack after within 30 days of issue of the purchase Order & will be deposited in the O/O Superintendent, L.H.H, Cuttack.. **If the tenderer is local Micro & Small Enterprises** registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC & NSIC **shall be liable to pay 25% of the prescribed Performance security deposit.**

- 7.3 The performance security will be returned without interest after expiry of approved list (Contract period)/extended period if any/ completion of the quality testing or expiry of the last batch of medicine and medical consumables supplied whichever is later.

TENDER CONDITION

- 8.1 The quoted rate shall not vary with the quantum of order placed for destination points.
- 8.2 A copy of the original tender condition and the schedules should be signed by tenderer at the bottom of each page with the office seal duly affixed and returned along with the tender in cover "A".
- 8.3 Tenders should be type-written or Computerized and every correction/over writing in the tender should invariable be attested with signature of the tenderer with date before submission of the tenders to the authorities concerned. No revision of price (upward or downward) will be allowed once the tender is opened (Cover B).
- 8.4 Each tender format (price schedule) must contain the rate of each item which includes Excise Duty, Transportation (i.e door delivery), Insurance and all other charges etc. and excludes GST. The absolute rate should be quoted both in figure and word.
- 8.5 If there is a discrepancy between word and figure, the amount mentioned in word will prevail.
- 8.6 If there is discrepancy in absolute and unit rate (which is obtained by multiplying the absolute rate with the total number in a unit pack) **the absolute price will prevail and the unit price will be corrected accordingly.**
- 8.7 To ensure sustained supply without any interruption the Superintendent, L.H.H, Cuttack reserves the right to split orders for supplying the requirement among more than one tenderer provided that, the rates and other conditions of supply are equal. In case of non-supply of any item by any approved lowest quoted firm, the Superintendent, L.H.H, Cuttack can ask for willingness to L2/L3/L4/L5 etc. firm for supply at L1 rate (lowest approved rate) and procure the same item in L1 rate. The unit packing should be uniform as prescribed for each item.
- 8.8 **The rates quoted and accepted will be binding with the tenderer for a period of one year from the date of publication of the approved list (Opening date of Price Bid) and that of publication of the next approved list whichever is earlier and on no account any increase in the price will be entertained till the completion of this tender period.**
- 8.9 No tenderer shall be allowed at any time on any ground whatsoever to claim revision or modification of the bid document including price quoted by him. Clerical error, typographical error etc. committed by the tenderers 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 circumstance

and the tenders of those who have given such condition shall be treated as incomplete and for that reason, shall be summarily rejected.

- 8.10 If at any time during the period of contract, the price of the tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform the Superintendent, L.H.H, Cuttack immediately about such reduction in the contracted prices. The Superintendent, L.H.H, Cuttack is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates. In case of any enhancement in Tax due to statutory Act of the Govt. after the date of submission of the tenders and during the tender period, the additional Tax so levied will be allowed to be charged extra as separate item without any change in price structure of the drugs approved under the tender. For claiming the additional cost on account of the increase in Tax, the tenderer should produce letter from the concerned Tax authorities indicating his commitment for the supply made to the Superintendent, L.H.H, Cuttack on account of the increase in Tax.
- 8.11 The Tax will be charged as per the guideline given by the Finance Deptt. from time to time. GST component should be shown separately in the cost price (Price Schedule) **(Annexure-II)**.
- 8.12 If the Superintendent, L.H.H, Cuttack desires, he can extend the period of validity of approved list by mutual consent with due approval from Purchase Committee.
- 8.13 In the event of the date being declared as a 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 & time.
- 8.14 The Superintendent, L.H.H, Cuttack reserves the rights to reject the tenders or to accept the tenders for the supplies to all items or any one or more of the items tendered for without assigning any reason.
- 8.15 The Superintendent, L.H.H, Cuttack will at liberty to terminate without assigning any reason there of the contract either wholly or in part. The tenderer will not be entitled for any compensation what so ever in respect of such termination.
- 8.16 If the L1 firm fails to execute the supply within the stipulated time, the Superintendent, L.H.H, Cuttack is empowered to purchase from L2,L3,L4,&L5 firm at L1 rate or make emergency purchase from local market as per financial guideline to meet crisis.
- 8.17 The quantity of procurement may increase or decrease depending on the budget provisions, new scheme, natural calamities and epidemics etc.
- 8.18 The tenderer has to accept all the terms and conditions mentioned in the tender documents.
- 8.19 **The tender document is not transferable.**

SUPPLY CONDITIONS

- 9.1 The supplier/firm will supply as per the technical specification and print the generic name in bold letters and brand name if approved by the licensing authority may be printed in small front in strip/bottle/injection/packing/foil/carton/packet/ box etc.
- 9.2 The tenderer should deliver the Drugs & Medical Consumables at the consignee (Door Delivery) at L.H.H,Cuttack, Nayabazar, Cuttack. The insurance, storage & 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 seven days from date of supply on indented items.
- 9.3 In all the cases the responsibility of the purchaser will start only after delivery and due verification of goods.
- 9.4 The Composition & strength of each item tendered should be as per the specification given in (Technical Specification) item list.
- 9.5 The supply should be started immediately & completed within 15 days from the date of issue of the purchase order. If supply is not completed within 15 days from the date of issue of purchase order, the Superintendent, L.H.H, Cuttack may cancel the order or allow extension. The Superintendent, L.H.H, Cuttack has also liberty to cancel those orders and purchase the same items from L2,L3,L4 & L5 firms as the case may be if the other firms agree to supply at L1 rate.
- 9.6 **Each instalment and batch of supply of drugs must be accompanied with an analytical test certificate that the supplied medicines is of standard quality and as per the standard of IP/BP/USP etc..**
- 9.7 The Drugs and Medical Consumables should arrive at the destination (L.H.H, Cuttack) with remaining shelf-life of at least 5/6th of the stipulated total shelf – life from the date of manufacturing of that product.
- 9.8 The labels in all case of injectable should clearly indicate whether the preparations are meant for INTRA VENOUS, INTRA-MUSCULAR or SUB-CUTANEOUS or INTRADERMAL etc.
- 9.9 The packing cartons must bear the name of the items, strength, total quantity, name of the manufacturer, month of manufacturing and month of expiry.
- 9.10 Each Strip/Box/Carton/Bottle/Amp/Vial/ Packet shall bear name of the manufacturer and month of manufacturing, month of expiry & Batch No/Lot No.

QUALITY TESTING

- 10.1 **All the suppliers/ manufacturers must submit Analytical test report from In-house /any approved laboratory of the batches being supplied to the consignee.**
- 10.2 The district will also do random testing of the supplied drugs if required for which quality testing, packing and forwarding charges if any will be borne by the supplier.
- 10.3 If the Drugs and Medical Consumables as per report is found not of standard quality in first test, the supplier will be required to replace the entire quality of the batch declared NSQ or the cost of it in shape of bank draft in favour of

Superintendent, L.H.H, Cuttack to be deposited in O/O Superintendent, L.H.H, Cuttack & take back the available stock (unused) at L.H.H Cuttack at his own cost within a period of 30 days of receipt of letter from Superintendent, L.H.H, Cuttack.

- 10.4 If the supplier does not take back the NSQ stocks or does not challenge the 1st test report within 30 days of issue of letter by the Superintendent L.H.H, Cuttack, the concerned health institution can destroy the NSQ stocks with intimation to the CDM& PHO, Cuttack following criteria mentioned in the Notification No.25061/H dt.22.09.2012 of Health & FW Dpett. Govt. of Odisha.
- 10.5 If the items have been tested by the D.I & the Superintendent, L.H.H, Cuttack, the NSQ report of either of the authority will be accepted & action will be taken accordingly, if the supplier challenges the test report in the above circumstances then it will go for testing to Central Drugs Testing Laboratory, whose report will be final. The packaging, transportation and testing charges etc. will be borne by the supplier.
- 10.6 The supplier shall be responsible for the full replacement in his own cost for any product, if the same is found on visual inspection to have deteriorated/ not of standard quality before the expiry date.

TERMS OF PAYMENT

- 11 No advance payment towards cost of Drugs & Medical Consumables etc. will be made to the supplier. The supplier has to submit 3 (three) copies of the bills/ invoices with a photocopy of the purchase order at the time & place of supply for stock entry. No claims shall be made against the Superintendent, L.H.H, Cuttack in respect of interest on EMD, Performance Security or delayed payment.

PENALTIES

- 12.1 If the tenderer withdraw or alters its bid or unwilling to accept the terms and conditions of the tender after submission of bid & during the bid validity period, the EMD deposited by the said bidder will stand forfeited.
- 12.2 If the successful tenderer fails to execute the work order/ replacement of NSQ stock within the time specified/unable to undertake the contract or supply as per purchase order, his purchase order will be cancelled. He will also be liable for the damages sustained by the Superintendent, L.H.H, Cuttack, Such damages shall be assessed by the Superintendent, L.H.H, Cuttack, whose decision will be final in the matter. The Superintendent, L.H.H, Cuttack can forfeit the performance security of the defaulting firms and de-recognise / black list the said firm for 2 (two) years from the date of issue of letter. The entire forfeited amount may be deposited in the O/O Superintendent, L.H.H, Cuttack , Cuttack and can be utilized for procurement of essential medicines& Medical consumables.
- 12.3 If any Drugs and Medical Consumables supplied by the tenderer being partially used or consumed after supply and are subsequently found to be in bad order, unsound, inferior in quality or description or otherwise faulty or unfit for consumption ,the supplier will be required to replace the entire quantity of that item or the cost of it in shape of bank draft in favour of Superintendent L.H.H, Cuttack to be deposited in O/O Superintendent, L.H.H,

Cuttack & take back the available stock (unused) from different health institutions of Cuttack district in his own cost within a period of 30 days of receipt of letter from Superintendent, L.H.H, Cuttack and if any deviation made by the firm will be de-recognized for 2 (two) years for that item from the date of issue of letter.

12.4 The tenderer can be blacklisted for a period of 3 years by the tender inviting authority in case it is found at the time of evaluation/ verification/ inspection that the tenderer has furnished forged documents/false information alongwith the tender.

12.5 In the event of any litigation arising out of tender such matters would be subject to the jurisdiction of the Hon'ble High Court, Odisha or Civil Courts, Cuttack

LIQUIDATED DAMAGE:

13 The Superintendent, L.H.H, Cuttack may allow extension on request of the firm for a maximum period of 28 days, after the stipulated date of supply, i.e.60 days from the issue of purchase order, with the penalty of 1% of purchase order value as "Liquidated Damage", for each week upto a maximum of 4% on the value of the goods. So, the firm has to supply medicines and other consumables without penalty upto 60 days and with penalty of 1% each week for the delayed supplies upto a maximum of 4%.

CONDITIONS APPLICABLE TO SSI UNITS OF THE STATE:

14.The SSI Units of the State of Odisha will be eligible to participate in the tenders and get the price preference provided they produce the attested photocopy of the following documents:

15.Copy of valid manufacturing license of the quoted products with drug endorsement.

16.Valid up-to-date Good Manufacturing Practice (GMP) certificate as per revised Schedule M or WHO GMP certificate.

17.P.M.T Certificate from the Director of Industries, Odisha or General Manager District Industries Centre that it is a SSI Units of the State of Odisha, provided that SSI units has not been derecognised by the Govt. for that specified period.

A. Local Micro, Small & Medium Enterprises and Khadi & Village industrial units including coir, handloom and handicrafts will be entitled for a price preference of 10% in comparison with local Medium and Large Industries and Industries outside the State (Odisha).

B. Any local micro & small enterprises having valid ISO / ISI certification for their product will get an additional price preference of 3%.

C. The local micro, Small & Medium Enterprises and khadi & village industrial units including coir, handloom and handicrafts can obtain the Tender Book in free of cost at Sub-Store, O/o the District Medical Officer (Medical Services) Cum Superintendent, DHH, Cuttack.

D. The local micro, small & medium enterprises registered with respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC & NSIC shall

be exempted from payment of EMD and shall pay 25% of the prescribed performance security.

E. Fright Charges will be paid to the Local SSI units registered under Director of Industries, Odisha or General Manager District Industries Centre after production of cash memo/bill.

18. The supplies will be delivered by the approved SSI Units at the destination points as mentioned.

19. All the criteria mentioned under Eligibility Criteria except 2.2 & 2.3 are applicable for SSI Units.

ANNEXURE-I

I/We M/s _____ represented by its Proprietor/ Managing Partner/ Managing Director having its Registered Office at _____ and its Factory Premises at _____ do hereby declare that I/We have carefully read all the conditions of tender in Ref. No. _____ for supply of Drugs & Medical consumables to Superintendent, L.H.H, Cuttack for a period of one year on rate contract basis from the date of publication of approved list(Opening of Price Bid) and will abide by with all the terms conditions of the Tender.

I/We declare that we possess the valid Manufacturing / Drug License & GMP Certificate (GMP)/WHO GMP, ISO Certificate, valid CE certificate, Non-conviction Certificate, Valid Market Standing Certificate of the manufacturer issued by the Competent Authority. I/We furnish the particulars in this regard in enclosure to this declaration.

I/We do hereby declare that I/We have not been convicted under the provision of D&C Act 1940 by any court of law in contravention to the above Act /Rules & not been derecognized/ blacklisted by any State Govt./Govt of India/ Union Territory/Govt. organization /Govt. Health Institutions for supply of Not of Standard Quality drugs or medical consumables (as per 2.7, Eligibility criteria).

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit/ Performance Security and blacklist me/us for a period of 3 years if, any information furnished by us proved to be false at the time of inspection/verification and not complying with the conditions as per the revised Schedule M of the said Act/not abiding by the tender terms and conditions.

I/We do hereby declare that I will supply the Drugs & Medical consumables as per the terms & conditions of the tender document.

Signature of the bidder:-

Date:-

Name & Address of the Firm:-

Affidavit in Rs.20/- Non-Judicial Stamp Paper

TENDER FORMAT (PRICE SCHEDULE)

Whether SSI Unit, of Odisha:- Yes/No

Sl. No	Generic Name of the Drug, Medical Consumables	Strength & Composition /Specification	Rates will be quoted for absolute only which includes excise duty, packing, forwarding/transportation & (door delivery) excluding GST & Entry Tax but supply will made <u>in unit pack</u> . Rate for each Tab./Cap/Amp/ Vial/Bottle/Roll etc. (Absolute rate) in Rs. Both in words and figures		GST in Percentage (%)	Remarks
1	2	3	4(Figure)	5(words)	6	7

Signature of the bidder :-**Name :-****Address :-**

Place:-

Date:-

Note:-

1. Only generic names should be quoted.
2. This price format which is also be filled up & submitted in Cover –“B” only.
3. Quoted Price
 - a. If there is difference in figure & words, the words will taken into consideration.
 - b. The rates should be quoted for absolute only both in figures and words but all supplies will be made in unit pack only
 - c. If there are discrepancies in absolute & unit rate the absolute price will prevail and the unit price will be corrected accordingly.

Annexure -III

**SCHEDULE OF REQUIREMENTS WITH
TECHNICAL SPECIFICATION FOR
DRUGS & MEDICAL CONSUMABLES**

Sl. No	Name of the Drugs and Medical Consumables	Specification / Strength	Unit Pack	Name of the manufacturer	Remarks
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
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24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					

Annexure -IV

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/ Liaisoning Agent/ if any
Name and full address		
Telephone Nos. Landline		
Mobile		
Fax		
E-mail		
Manufacturing License/Drug License Nos. & Date		
Name of the Issuing Authority		
License valid up to		

CHECK LISTPlease put $\sqrt{\quad}$ in the respective box

DOCUMENTS:-SUBMITTED OR NOT

Sl.No	Details	Provided or not	
		Yes	No
1	Earnest Money Deposit (Not applicable for SSI UNITS)		
2	List of items being quoted with specification and strength		
3	Duly attested Valid up to date Photocopy of Manufacturing License		
4	Duly attested Valid up to date Photocopy of Drug License (in case bidder is an authorized distributor)		
5	Details of Manufacturing Unit/ contact person for liaisoning /local office in Odisha		
6	Valid up-to-date WHO-GMP/GMP Certificate Manufacturer		
7	Valid up-to-date ISO Certificate of the manufacturer		
8	Valid CE certificate of the manufacturer (applicable for medical consumables)		
9	Non-conviction Certificate of the Manufacturer.		
10	Valid Market Standing Certificate from the competent author of the manufacturer		
11	Notarized copy of the Purchase orders (03nos for each financial year i.e. (2018-19, 2019-20, 2020-21)from 3 (three) or morecompetent authorities (annexure-VIII)		
12	End user certificate from same 3 (three) or more competent authorities for supplying drugs & medical consumables from Govt./ Corporate/PSU Hospitals in India in support of marketing experience for last 3 years i.e. (2018-19, 2019-20, 2020-21) (annexure-VIII)		
13	Average Annual Turnover of Rs.5Crore or more during last three financial years (2018-19, 2019-20, 2020-21)duly certified by a Chartered accountant of the manufacturer		
14	Authorization letter of the Manufacturer(s) if the bidder is an authorized distributor specifically to participate in the tender vide reference no. L.H.H.()2021-22		
15	Annual Turnover of Rs.1 Crore or more for each financial year during last three financial years (2018-19, 2019-20, 2020-21) duly certified by a Chartered accountant for		

	Authorized Distributor with annual audited statement / AnnualReport		
16	Attested photocopy of GST Registration Certificate of the Bidder		
17	GSTR 3B &GSTR-1 on monthly basis for one year (2020-21)		
18	Declaration form(Annexure-I) signed by the Tenderer and affidavit before Notary public in Rs.20/- non-judicial paper		
19	Copy of Original Tender booklet, duly signed & Sealed by the Tenderer with Original Money receipt/cost of tender paper in shape of DD if the bid document downloaded from the website.		
20	Cover –“B” with price schedule(Annexure-II)		
21	Photocopy of last 3years IT return(2018-19, 2019-20, 2020-21)		
22	Attested copy of PAN Card.		

N.B: - Documents to be arranged as per Manufacturer wise.

(To be submitted on Cover A-Technical Bid)

MANUFACTURER'S AUTHORISATION FORMAT

To

The Superintendent, L.H.H, Cuttack
Deptt. of Health & Family Welfare,
Govt. of Odisha.

Ref:- Tender No. _____ Dated _____ for _____.

Dear Sir,

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

1. Messrs _____ (name and address of the agent) is our authorized agent for sale and services of _____
2. We confirm that Messrs _____ (name of the above agent) is authorized to submit a tender, raise bills & receive payment on behalf of me/us.

Yours faithfully

(Signature with date, name and designation)

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

Seal

Note:-

1. This letter should be on the letter head of the manufacturer and should be signed by a person having the power of attorney to legally bind the manufacturer.
2. Original letter/ True copy attested by Notary Public and also by the Bidder shall be attached to the Technical bid.

Annexure -VII

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

(To be furnished in the letter head of the Auditor /Chartered Accountant)

ANNUAL TURN OVER STATEMENT

The Annual Turnover for Medicines & Medical Consumables products of M/S_____

_____ **Who is a manufacturing unit/ Distributor** for the last _____ years are given below and certified that the statement is true and correct.

Sl. No	Year	Turnover in (Rs.)
1	2018-19	
2	2019-20	
3	2020-21	

Date
Place

Signature of
Chartered Accountant
(Name in Capital)

Seal

Membership No.

Registration No. of Firm

Note:-

a)To be issued in the letter head of the Chartered Accountant

b)Separate Certificates should be submitted for different manufacturer in case thebidder is quoting products of different manufacturers.

Annexure -VIII

(To be submitted in *Part – I Technical Bid*)

PERFORMANCE STATEMENT (Drugs & Medical Consumable)

(For the period of lastthree years)

(Pl. Furnish order copies of the clients serially, the names of which are mentioned below)

Name of Bidder:

Name of Manufacturer/Authorised Distributor:_____

Sl.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name	Specification	Qty	Have the items supplied satisfactorily (attach documentary proof)**

Signature and seal of the Bidder

*The documentary proof will be 03nos of purchase order copies for each year from minimum 3 competent authorities indicating P.O. No. and date. (during the last 3 years i.e. (2018-19, 2019-20, 2020-21).

** The documentary proof will be certificate from the consignee/end user from the same competent authorities during (2018-19, 2019-20, 2020-21).

Annexure -IX**Name of the Medicine and Medical Consumables with Specification**

Sl	Name of the Drug / sutures/consumables	Specification	Qty.
1	Tab Etoricoxib	Etoricoxib(90mg)	10000
2	Tab Aceclofenac+Paracetamol+Serratiopeptidase	Aceclofenac(100mg)+Paracetamol(325)+Serratiopeptidase(15mg)	10000
3	Tab Aceclofenac+Thiocolchicoside	Aceclofenac(100mg)+Thiocolchicoside(8mg)	10000
4	Tab Levocetirizine+Montelukast	Levocetirizine(5mg)+Montelukast(10mg)	30000
5	Diclofenac Gel	Diclofenac Diethylamine+Virgin Linseed Oil+Methyl Salicylate+Menthol Gel	3000
6	Tab Rabeprazole+Domperidone	Rabeprazole(20mg)+Domperidone(10mg)	15000
7	Tab Rabeprazole+Levosulpiride	Rabeprazole(20mg)+Levosulpiride(75mg)	10000
8	Tab Ofloxacin+Ornidazole	Ofloxacin(200mg)+Ornidazole(500mg)	4000
9	Syrup Lactulose	Lactulose(3.33g/5ml)	2000
10	Tab Bisacodyl	Bisacodyl(5mg)	2000
11	Dry Cough	Diphenhydramine Hydrochloride(14mg)+L-menthol 2mg+Dextromethrophan hydrobromide6.5mg	1000
12	Expectorant Cough Syrup	Ambroxol(30mg)+Guaifensin(50mg)+Levosulbutamol(1mg)	1000
13	Cap Pregabalin+Methylcobalamin	Pregabalin(75mg)+Methylcobalamin(1500mg)	5000
14	Liver Tonic Syrup	Cyproheptadine 2mg+Tricholine Citrate275 mg	500
15	Syrup Iron Folic Acid&Vitamin B12	iron+ Folic acid	2000
16	Adapalene&Clindamycin Phosphate Gel		2000
17	Glimepiride+Metformine+Voglibose	Glimepiride(2mg)+Metformine(500mg)+Voglibose(0.2mg)	3000
18	Petroleum Jelly	Glycerin+Isopropyl palmitate+Petrolatum+Glyceryl Stearate	4000
19	Tab Betahistine	Betahistine(16mg)	500
20	Trupentine Oil	Trupentine	5
21	Hydrogen Peroxide	Hydrogen Peroxide	2
22	Mometasone Cream	Mometasone	500
23	Inj.Nandrolone Decanoate	Nandrolone Decanoate	50
24	Halobetasol Propionate& Salicylic acid ointment	Halobetasol Propionate 0.05%w/v+Salicylic Acid	3000

25	Halobetasol Lotion	Halobetasol Propionate 0.05%w/v	1500
26	Cap Itraconazole	Itraconazole(100mg)	20000
27	Cream Luliconazole	Luliconazole(10mg)+Benzyl Alcohol+Cetosterayl Alochol	6000
28	Tab Ivermectin	Ivermectin(12mg)	3000
29	Tab Methylprednisolone	methylprednisolone(4mg)	3000
30	Tab Methylprednisolone	methylprednisolone(8mg)	2000
31	Tab Methotrexate	Methotrexate(5mg)	1000
32	Ointment Tacrolimus	Tacrolimus	1000
33	Cap D3 must 60 K	Cholecalciferol+Vitamin D3	1000
34	Metronidazole Sucralfate Ointment	Metronidazole Suralfate	5000