

**ZILLA SWASTHYA SAMITI, KHURDA**  
**TENDER CALL NOTICE**

Sealed quotations are invited from interested registered manufacturers / authorized distributors for supply of following items on rate contract basis to C.D.M.O, Khurda. Details regarding items and terms and conditions may be downloaded from [www.khordha.nic.in](http://www.khordha.nic.in). Your quotations should reach the office of the undersigned by 10.01.2012 till 2 P.M along with all relevant documents. The tender will be opened at 3.00 P.M on same date. The bidders can quote any or all the items but tender paper cost and E.M.D will be deposited separately for each group of items.

<b>Group Serial</b>	<b>Name of Item</b>	<b>Tander paper cost (₹)</b>	<b>E.M.D (₹)</b>	<b>D.D drawn separately in favour of</b>
1	<b>Drugs</b>	<b>200.00</b>	<b>10,000.00</b>	<b>ZSS(MISC.)Khurda</b>
2	Laboratory Reagents	200.00	10,000.00	ZSS(MISC.)Khurda
3	Medical Equipments	200.00	10,000.00	ZSS(MISC.)Khurda
4	Medical Instruments	200.00	10,000.00	ZSS(MISC.)Khurda
5	Medical Consumables	200.00	10,000.00	ZSS(MISC.)Khurda
6	Medical Kit items	200.00	10,000.00	ZSS(MISC.)Khurda

The undersigned reserves the right to reject any or all the quotations without assigning any reason thereof.

Sd/-  
**Chief District Medical Officer**  
**Khurda**

***TERMS, CONDITIONS & SPECIFICATION FOR  
SUPPLY OF DRUGS ON RATE CONTRACT BASIS FOR A  
PERIOD OF ONE YEAR***

Chief District Medical Officer, Khurda  
(HEALTH & F.W. DEPTT., GOVT. OF ODISHA)

Tel / Fax: 06755 / 222993

**Bid Reference No. – C.D.M.O (Khurda) – 2011 – 2012 – Drugs – 04**

**TENDER DOCUMENT FOR SUPPLY OF  
DRUGS**

DATE OF COMMENCEMENT OF SALE OF THE BID DOCUMENT: 26/12/2011  
from 11 A.M to 4 P.M

PRE BID CONFERENCE : 28.12.2011 at 11:30AM  
LAST DATE & TIME FOR SALE OF BID DOCUMENTS : 09.01.2012 up to 4.00 P.M  
LAST DATE & TIME OF RECEIPT OF BID DOCUMENTS : 10.01.2012 up to 11.30 A.M  
DATE & TIME OF OPENING OF COVER-A (Technical Bid) : 10.01.2012 at 2.00 P.M  
DATE OF OPENING OF COVER-B (Price Bid) 12.01.2012 : at 3.00 P.M

PLACE OF OPENING OF BID DOCUMENTS: **OFFICE CHAMBER OF C.D.M.O, KHURDA**

ADDRESS FOR COMMUNICATION :  
AND  
RECEIPT OF BID DOCUMENTS

**O/o. C.D.M.O, KHURDA  
At/Po./Dist. - KHURDA  
ODISHA – 752055.  
Tel / Fax: 06755-222993  
Email: dpmukhurda@gmail.com**

**OFFICE OF THE CDMO KHURDA**

## **SALE OF TENDER / BID DOCUMENT**

A complete set of bidding documents may be purchased by prospective bidders on payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of ZSS (MISC.) KHURDA payable at KHURDA from any Nationalised / Scheduled Bank at the office of the C.D.M.O KHURDA during office hours from 11 A.M. to 4 P.M. on all working days as mentioned in the tender document.

The Bidders may download the Tender Documents directly from the WEBSITE available at [www.khordha.nic.in](http://www.khordha.nic.in) within 10.01.2012. The Tender cost fee of Rs.200/- Plus VAT @ 4% (Non-refundable) by way of separate Demand Draft drawn in favour ZSS(MISC.) KHURDA 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 separate demand drafts. In case of any bid amendment and clarification, responsibility lies with the bidders to collect the same from the website or the office notice board before last date of purchase of tender document and the C.D.M.O shall have no responsibility for any delay / omission on part of the bidder.

- |    |                       |   |
|----|-----------------------|---|
| a) | Price of bid document | Rs.200.00 plus VAT @ 4%<br>(Non-refundable) |
|----|-----------------------|---|

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

### **ABBREVIATIONS:**

C.D.M.O	:	Chief District Medical Officer
C.M.O.	:	Chief Medical Officer
S.D.M.O	:	Sub-Divisional Medical Officer
DHH	:	District Head Quarter Hospital
SDH	:	Sub-Divisional Hospital
CHC	:	Community Health Centre
PHC	:	Community Health Centre
ROH	:	Rural Other Hospital (Area Hospital)
RKS	:	Rogi Kalyan Samiti
ZSS	:	Zilla Swasthya Samiti

**IMPORTANT INSTRUCTIONS TO BE NOTED CAREFULLY BY THE TENDERERS**

1.	Purchaser	Health & F.W. Department
2.	Indenter	C.D.M.O, Khurda
3.	Consignee	DHH, SDH, CHC, PHC, AREA HOSPITAL etc.
4.	Delivery Period	Within 30 days from issue of the work order.
5.	Mode of Delivery	By Air / Road / Rail (On door delivery basis)
6.	Guarantee / Warranty	
7.	EMD	Rs. 10,000/- (Rupees Ten thousand) only per tender. The Earnest Money Deposit will be paid in the shape of demand Draft only in favour of ZSS (MISC.) KHURDA, from any Nationalised / Scheduled Bank payable at KHURDA.
8.	Security Deposit	Security Money should be submitted in shape of Bank Draft from a Nationalised Bank in favour of ZSS (MISC.) KHURDA, equal to the amount of 10% of the purchase order value of the items within 21 days of issue of the purchase order & will be returned back after successful supply.
9.	Pre-qualification	<p><b>A. Manufacturer:</b></p> <ul style="list-style-type: none"> <li>➤ The bidder should be a manufacturer with valid manufacturing license.</li> <li>➤ Valid Drug License from competent authority.</li> <li>➤ The manufacturer must have a valid GMP/WHO GMP certificate</li> <li>➤ The manufacturer must be ISO certified organization</li> <li>➤ The manufacturer should have 3 years market standing in supplying drugs to Govt./Corporate/PSU Hospitals in India duly supported by end-user certificate.</li> <li>➤ 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.</li> </ul> <p><b>B. Authorised distributors are eligible to participate in the tender provided:</b></p> <ul style="list-style-type: none"> <li>(i) They submit manufacturer's authorization and power of attorney to transact business on behalf of the manufacturer as per the format at <b>Annexure - II</b>. The authorised distributor may raise bill, if specially authorised by the manufacturer.</li> <li>(ii) The authorised distributor will submit all the documents in support of eligibility of the manufacturer as mentioned in clause No. "A" along with the tender.</li> </ul>

## **TERMS AND CONDITIONS FOR SUPPLY OF DRUGS**

---

- 1.1 Sealed tenders will be received by Dated 10.01.2012 up to 11:30 AM by the C.D.M.O KHURDA in the office of the D.P.M.U-NRHM for the purchase of Drugs. Any tender received after the due date & time will be rejected / returned to the sender unopened. **The tenders will be received through Regd. Post / Courier services / Speed Post only.**
- 1.2 Pre-bid conference shall be held in the office chamber of the C.D.M.O, KHURDA on 28.12.2011 at 11:30 A.M. The prospective bidders may attend and clarify any doubts on the terms and conditions of the bid document.
- 1.3 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 covers should be put into a third Cover, which should be superscribed as “Tender for the supply of Drugs to the C.D.M.O KHURDA of Odisha”. Reference No. C.D.M.O (Khurda) – 2011 – 2011 – Drugs – 04
- 1.4 The Sealed tenders “Cover A” (Technical Bid) submitted by the tenderers will be opened by the Purchase Committee at the office chamber of the C.D.M.O KHURDA at 2.00 P.M on 10.01.2012. The tenderer or their duly authorized representatives are allowed to be present during the opening of the tenders if they so like with valid authorization and ID proof.

### **ELIGIBILITY CRITERIA**

- 2.1 The minimum eligibility criteria should be that:
  - The bidder should be a manufacturer with valid manufacturing license.
  - The bidder should have Valid Drug License from competent authority.
  - The manufacturer must have a valid GMP/WHO GMP certificate
  - The manufacturer must be ISO certified organization
  - The manufacturer should have 3 years market standing in supplying drugs to Govt./Corporate/PSU Hospitals in India duly supported by end-user certificate.
  - 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 Authorised 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 - II**. The authorised distributor may raise bill, if specially authorised by the manufacturer.
- (ii) The authorised 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 the supply of Drugs to the C.D.M.O KHURDA of Odisha". Reference No. C.D.M.O (Khurda) – 2011 – 2012 – Drugs – 04

**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.**

**TECHNICAL BID :**

- 3.1 Earnest Money Deposit of Rs 10,000/- in shape of Demand Draft.
- 3.2 Copy of Valid Manufacturing License of the manufacturer / Import License by the Importer (also to be submitted by the authorized distributor).
- 3.3 Copy of Valid ISO certificate.
- 3.4 Copy of VAT clearance certificate up to 31.03.2012. (Wherever applicable)
- 3.5 (A) 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.  
(B) Leaflets, photographs & literatures relating to the product / item quoted and matching the specification of the tender in a tabular form.
- 3.6 The declaration form in **Annexure - I** duly signed by the tenderer before Notary Public / Executive Magistrate.
- 3.7 Proof of supply of Drugs to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that in last 3 years from the end user (1<sup>st</sup> April 2008 to 31<sup>st</sup> March 2011).

3.8 Details name, address, telephone no., Fax, e-mail of the manufacturer / authorized distributor / service centre / contract person / office in Odisha **(Annexure - III)**.

3.9 Checklist with detail of the documents enclosed in **Cover “A”** (as per **Annexure - IV**) with page number. The document should be serially arranged as per this **Annexure - IV** and should be securely tied and bound.

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

#### **COVER – B (PRICE BID)**

4. The tender format giving the quoted rate for Drugs 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 specification.**

4.1 The tender format (Price Schedule) in duplicate in the prescribed form (as per **Annexure – VI**), 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 sales 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.**

4.2 The Cover “B” will be opened of successful bidders at the office chamber of the C.D.M.O, KHURDA by the PURCHASE COMMITTEE at 03.00 P.M on 12.01.2012 in the presence of the tenderers or their authorized representatives.

#### **REJECTION OF TENDER**

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

- (i) Manufacturing license of the manufacturer / Import License.
- (ii) The bidder should have Valid Drug License from competent authority.
- (iii) Earnest Money Deposit (EMD).
- (iv) Valid ISO certificate.
- (v) Proof of supply of Drugs to any Govt. organization / Corporate Hospitals / PSU Hospitals / UN Agencies and certificate in support of that in last 3 years from the end user (01/04/2008 to 31/03/2011).
- (vi) Price bid / quoted rate with signature and seal (Hard Copy).

## **EARNEST MONEY DEPOSIT**

- 6.1 The Earnest Money Deposit referred to at para 3.1 shall be Rs. 10,000/- (Rupees Ten thousand) only per tender. The Earnest Money Deposit will be submitted in the shape of demand Draft only in favour of ZSS (MISC.) KHURDA, from any Nationalised / Scheduled Bank payable at KHURDA.
- 6.2 The EMD of the unsuccessful bidders will be returned back without interest after publication of the approved list and EMD of successful tenderer will be returned after submission of performance security.
- 6.3 The EMD will be forfeited if the tenderer withdraws the tender or doesn't accept the approved list or doesn't supply the items within the stipulated time period.

## **SECURITY DEPOSIT : (Performance Security)**

- 7.1.1 The Security Money should be submitted in shape of Bank Draft from a Nationalised Bank in favour of ZSS (MISC.) KHURDA equal to the amount of 10% of the purchase order value of the item within 21 days of issue of the purchase order.
- 7.1.2 The agreement (**as per Annexure – V**) will be signed between the supplier and the consignee / purchaser and will be kept by the consignee. A copy of the agreement will be kept by the purchasing authority. The agreement must be submitted before the payment is released.
- 7.2 The Security Money will be returned back to the tenderer without interest after the successful completion of supply.
- 7.3 Security money will be forfeited if there is any violation of the tender terms and conditions.

## **TENDER CONDITIONS :**

- 8.1 The details of the Drugs with specifications are shown in **Annexure – VI. The firm must clearly mention their specification.**
- 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) and exclusive of Sales Tax/VAT & Entry Tax should *be quoted for the Drugs separately on door delivery basis, (Annexure – VI)*
- 8.4 The purchaser shall be responsible only after delivery and due verification of 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 a holiday by Govt. of Odisha, the due date of sale, submission of bids and opening of bids will be the following working day at the appointed place & 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 tender inviting authority 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 L<sub>2</sub> & L<sub>3</sub> firms agree to match the L<sub>1</sub> rate.
- 8.10 The rate quoted and accepted will be binding on the tenderer for a period of one year from the date of publication of the approved rate 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 the C.D.M.O KHURDA, Odisha immediately about such reduction in the contracted price. The C.D.M.O KHURDA, 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 of issue of the approved list or till the publication of the next approved list 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-VI**). The tenderer shall not quote his own rate for any item other than the item specified in the list. (**Annexure – VI**).
- 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 Deptt. from time to time. Only one sales Tax either C.S.T/ V.A.T 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 component 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 list of items floated in the tender are exhaustive in nature and also include some approved drugs like DGS&D/Approved firm of H&FW, GoO/EPM/Jana Aushadhi etc. The priority will be given to approve firms at the time of placing order. The order only place to firms selected from tender in case of non-supply or non-availability of such drugs at approved firms.

**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 LABELLING :**

16.1 Tenderer for the supply of Drugs shall give an undertaking in his tender that he will print “**Govt. of Odisha Supply - Not For Sale**” in bold letters in indeleible ink on the drugs as per **Annexure-I**.

**ACCEPTANCE OF TENDER AND SUPPLY CONDITIONS:**

17.1 The C.D.M.O KHURDA, Odisha reserves the right to reject the tenders or to accept the tenders for the supply of the item tendered without assigning any reason thereof.

17.2 The C.D.M.O KHURDA, 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.

17.3 The supply should be started within 30 days and should be completed within 60 days from the date of issue of purchase order unless otherwise specified. If no supply is received even after 60 days or 88 days with liquidated damage from the date of issue of the purchase orders from the C.D.M.O KHURDA, such orders will stand cancelled automatically without further notice. Penalties shall also thereafter be applied to the tenderer as specified in clause no. 21.1 to

- 21.4. The approved firm shall also suffer forfeiture of the EMD and Security Deposit.
- 17.4 If the approved supplier fails to execute the supply within the stipulated time, the C.D.M.O KHURDA, is empowered to purchase the same items from L<sub>2</sub> or L<sub>3</sub> tenderer if they match the L<sub>1</sub> rate.
- 17.5 The C.D.M.O, Dist, KHURDA, Odisha or his authorised 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.

**EVALUATION:**

- 18.1 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 Drugs will be taken after inclusion of the excise duty / customs duty, transportation, insurance, packing & forwarding.

**LIQUIDATED DAMAGE :**

- 19.1 The C.D.M.O KHURDA may allow extension for a maximum period of 4 (four) weeks (28 days), after the stipulated date of supply (i.e. 60 days) with a penalty of 0.5% which will be deducted from the purchase order value as “Liquidated Damage”, for each week (7 days) upto a maximum 2% on the value of the goods.
- 19.2 If the supplier fails to complete the supply within the extended period, i.e. 88 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.

**TERMS OF PAYMENT :**

- 20.1 No advance payments towards cost of Drugs will be made to the tenderer.
- 20.2 Payments will only be made after keeping the security deposit from the supplier, if they have not deposited the same before. Payment will only be

made after handing over the Agreement, undertaking, warranty papers of drugs and turnkey jobs to the consignee and a letter to this effect should be submitted to the payment authority from the consignee.

- 20.3 No claims shall be made against the C.D.M.O Dist. KHURDA Odisha in respect of interest on earnest money deposit or security deposit or any delayed payment or any other deposit.
- 20.4 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 authorised person of the supplier.

**PENALTIES :**

- 21.1 If the successful tenderer fails to 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 & security deposit submitted by him along with his tender shall stand forfeited by the C.D.M.O Dist. KHURDA Odisha by reasons of such breach, such as failure to supply / delayed supply.
- 21.2 Violating the tender terms and conditions & non supply / supply of Not of Standard Quality drugs 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.
- 21.3 In the event of any dispute arising out of the tender, such disputes would be subject to the jurisdiction of the Civil Court Dist. Khurda or High Court of Odisha.

**CONDITIONS APPLICABLE TO LOCAL MSEs / SSI OF ODISHA:**

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 MSME Development Policy-2009 and IRP - 2007:

- 22.1 Attested copy of valid manufacturing licence.
- 22.2 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.
- 22.3 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.
- 22.4 Clause number 1 to 21 is also applicable to the Small Scale Industry Units of the State of Odisha.

**DECLARATION FORM**

I / We .....having  
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 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 paper  
Reference no.

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

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit  
and or Security Deposit and blacklist me/us for a period of 5 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 / authorised  
distributor bearing no . .....Valid upto ..... I / We  
..... do hereby declare  
that I / we will supply the \_\_\_\_\_ as per the terms, conditions & specifications  
of the tender document. I / we further declare that I / we have a service centre / will establish  
a service centre within one month of installation of the drugs in Odisha.

Signature of the bidder :

Date :

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public.

**MANUFACTURER’S AUTHORISATION FORMAT**

To

The CDMO KHURDA  
Deptt. of Health & Family Welfare  
Govt. of Odisha.

Ref: Tender No. C.D.M.O (Khurda) – 2011 – 2012 – Drugs – 03 Dated \_\_\_\_\_  
\_\_\_\_\_ for \_\_\_\_\_.

Dear Sir,

We \_\_\_\_\_ who are  
established and reputed manufacturer’s of \_\_\_\_\_ (name and  
description of items offered) having factories at \_\_\_\_\_ (Address of Factory)  
do hereby authorize M/s \_\_\_\_\_ (Name and address of  
Distributor / Agent) to submit a bid and sign the contract with you against the above referred  
tender.

We also extend our full guarantee for the items quoted by M/s \_\_\_\_\_  
\_\_\_\_\_ as per the terms and conditions in  
your tender under reference above.

Yours faithfully,

Name of the Manufacturer  
(Signature with seal)

**Note: This letter of authority should be on the letter head of the manufacturer and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included in the bid submitted by the tenderer if the tenderer is not the manufacturer.**

**ANNEXURE – III**

**DETAILS OF THE TENDERER & LOCAL CONTACT PERSON**

	<b>Corporate Office (The address in which the purchase orders and payment details will be communicated)</b>	<b>Local Contact Person / Branch Office / Zonal Office / Service Centre if any, in Odisha.</b>
Name & Full Address		
Telephone Nos., landline		
Mobile		
Fax		
E – Mail		
Date of Inception		
Manufacturing License Nos. & Date		
Name of the issuing authority		
License valid up to		

**Signature of the Tenderer :  
with seal**

**Date :**

**Official Seal :**

**CHECK LIST**

Please put  in the respective box

DOCUMENTS: SUBMITTED OR NOT

**COVER – A (TECHNICAL BID)**

1. Earnest Money Deposit	Page No.	Yes	No.
2. Details of Manufacturing License / import license	Page No.	Yes	No
3. Details of Manufacturing Unit / contract person Liaisoning agent / servicing centre (Annexure-III)	Page No.	Yes	No
4. Valid ISO Certificate	Page No.	Yes	No
5. Declaration form (Annexure - I) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No.	Yes	No.
6. Copy of original Tender and schedules, duly signed by the Tenderer with Original receipt	Page No.	Yes	No.
7. Proof of supply of drugs (1 <sup>st</sup> April 2008 – 31 <sup>st</sup> March 2011)	Page No.	Yes	No.
8. Authorisation form (Annexure - II) signed by the Tenderer & affidavit before Notary Public / Executive Magistrate	Page No.	Yes	No.
9. Valid Drug License from competent authority.	Page No.	Yes	No.
10. Declaration through affidavit about not blacklisted	Page No.	Yes	No.

No.

AGREEMENT

THIS AGREEMENT IS MADE AT \_\_\_\_\_ THIS THE DAY OF \_\_\_\_\_ 200\_\_

BETWEEN

Name of the Supplier  
with full address

Here in after called the “Supplier(s) \_\_\_\_\_” as 1<sup>st</sup> Party

AND

The Govt. of Odisha  
Health & F.W. Department  
Represented through the  
C.D.M.O KHURDA / **THE CONSIGNEE**  
Hereinafter called the “PURCHASER” \_\_\_\_\_ as 2<sup>nd</sup> Party.

Relying on the documents and representation of facts connected to the issue of aforesaid parties to undertake the responsibilities of sale and purchase of following drugs(s) etc. with the terms & conditions hereinafter laid down.

And whereas the 2<sup>nd</sup> party “Purchaser(s)” is willing to purchase

**Name of the Item:**

Specifications: As per specifications laid down in the Tender terms & conditions

The Supplier(s) has agreed to sell the drugs(s) completed in all respects according to the Tender requirements and their / his offer dtd. \_\_\_\_\_ and the Supplier(s) has also agreed to install to make them operative at the destination mentioned in the Tender document with the following descriptions and their cost mentioned against each.

<u>Description of goods:</u>	<u>Offered Price</u>	<u>Total</u>
------------------------------	----------------------	--------------

The price / cost of the item also include the followings in addition to above.

1. Insurance
2. Freight
3. Transportation
4. Customs duty / Excise duty
5. Charges for documents, instructions manual, tools
6. F.O.R. at the destinations mentioned in the consignee list
7. Any other charges including loading & unloading, packing & forwarding etc. will be paid by the Supplier(s) till the completion of the installation and turnkey job if any.

## **TERMS AND CONDITIONS:-**

### **PRICE:**

Only the price quoted by the Supplier(s) 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 payment(s) shall be made by purchaser in Indian currencies No advance payments towards cost of Drugs 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 draft amounting to 10% of the purchase order value.

**B.** Before release of payment the supplier has to submit the signed agreement.

## **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.

## **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 Drugs. Packing case size and weights should be taken into consideration, incase of remoteness of final destination and the absence of heavy handling facilities at all points in transit.

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

- i. a packaging note quoting the name of the purchaser
- ii. the number and date of order
- iii. nomenclature of the goods
- iv. Name & address of the consignee
- v. Name & address of the supplier.

**TERMS OF CONTRACT :**

The C.D.M.O KHURDA 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 terminations.

**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, Dist. KHURDA 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 Purchaser (s) / Consignee

In presence of (Witness)

Executed by Supplier(s)

In presence of (Witness)

Sl. No	Particulars	Unit Quantity	Rate/ Unit Quantity
<b>ANTIBIOTICS:</b>		Cap	
1	Cap. Doxycillin 100mg.	Tab	
2	Tab. Ciprofloxacin 500 mg.	Tab	
3	Tab. Metronidazole 200mg.	Bottle	
4	Syp. Metronidazole 400 mg./5 ml	Tab	
5	Tab. Ofloxacin 200 mg.	Bottle	
6	Syp. Ofloxacin 50 mg.	Bottle	
7	Syp. Cefadroxyl 125 mg./ 5 ml.	Bottle	
8	Cap. Amoxicillin 500 mg.	Cap	
9	Cap. Amoxicillin 250 mg.	Cap	
10	Tab. Erythromycin 500 mg.	Tab	
11	Tab. Erythromycin 250 mg.	Tab	
<b>ANALGESIC/ ANTIPYRETIC &amp; ANTI INFLAMMATORY</b>			
1	Tab. Aceclofenac 100 mg.	Tab	
2	Tab. Diclofenac Sodium 50 mg.	Tab	
3	Syp. Paracetamol 125 mg./5 ml.	Bottle	
4	Tab. Paracetamol 500 mg.	Tab	
<b>ANTI ALLERGIC</b>			
1	Tab. Cetirizine	Tab	
2	Syp. Cetirizine	Bottle	
3	Tab. Prednisolone (10 mg)	Tab	
<b>ANTIEPILEPTIC</b>			
1	Tab. Phentoin	Tab	
2	Syp. Valproate	Bottle	
<b>ANTIHELMINTICS</b>			
1	Tab. Albendazole 400 mg.	Tab	
2	Syp. Albendazole 200 mg/5 ml.	Bottle	
<b>ANTIFUNGAL</b>			

1	Tab. Fluconazole 150 mg.	Tab	
<b>ANTIAMOEBIAC</b>			
1	Tab. Tinidazole 300 mg.	Tab	
2	Tab. Metronidazole 500mg.	Tab	
<b>CARDIOVASCULAR DRUG</b>			
1	Tab. Atenol 50 mg.	Tab	
2	Tab. Amlodipine (5 mg)+Atenol (50 mg.)	Tab	
3	Tab. Amlodipine (5 mg)	Tab	
<b>DERMATOLOGICAL DRUGS</b>			
1	Cream Clotrimazole + Betamethasone	Tube	
2	Cream Clotrimazole 15 gm	Tube	
3	Gama Benzene Hexa Chloride	Tube	
4	Povidine Iodine Ointment (15 mg)	Tube	
<b>GASTRO- INTESTINAL DRUGS</b>			
1	Tab. Alluminium Hydroxide 250 mg.+ Magnesium Hydroxide - 250 mg.	Tab	
2	Syp. Alluminium Hydroxide 250 mg.+ Magnesium Hydroxide - 250 mg.	Bottle	
3	Tab. Ranitidine Dihydrochloride 150 mg.	Tab	
4	Tab. Famotidine 40 mg.	Tab	
5	Tab. Dicyclomine 20 mg.	Tab	
6	Cap. Omeprazole 20 mg.	Cap	
<b>EAR/ OPHTHALMOLOGICAL PREPARATION</b>			
1	Ofloxacin Ear/ Eye Drop	Bottle	
2	Fluconazole Eye drop	Bottle	
4	Chloromphenicol Eye Applicap	No.	
5	Oxymetazoline Nasal Drop	Bottle	

<b>VITAMINE AND MINERALS</b>			
1	Cap. Vitamine A D	Cap	
2	Tab. Vitamine B Complex	Tab	
3	Tab. Calcium and Vit. D	Tab	
4	Tab. Iron (100 mg.)	Tab	
<b>COUGH PREPARATION</b>			
1	Syp. Ambroxol 15 mg + Salbutamol Sulphate 1 mg.+Guiphenacin	Bottle	
<b>LOCAL ANAESTHETIC</b>			
1	Inj. Lignocane with Adr 2 %	Amp	
<b>OXYTOCICS</b>			
1	Tab. Methyl Ergometrin 0.125 mg.	Tab	
<b>TRANQUILISER</b>			
1	Tab. Alprozolam 0.25 mg.	Tab	
<b>PSYCHIATRIC</b>			
1	Tab. Olanzapine 5 mg.	Tab	
2	Tab. Olanzapine 10 mg.	Tab	
3	Tab. Risperidon 3 mg.	Tab	
4	Inj.Olanzapine 5 mg.	Amp	
5	Tab. Halaperidol 5mg.	Tab	
6	Tab. Trihexyphenydil 2mg.	Tab	
7	Tab. Divalproxe 500 mg.	Tab	
8	Tab. Desventafaxin 500mg.	Tab	
9	Tab. Escitalopam 10 mg.	Tab	
10	Tab. Amisulpride 100 mg.	Tab	