

TERMS AND CONDITIONS

OF

TENDER FOR SUPPLY OF

Crude drugs, paper cartoon. & Back Potency

TO

HOMOEOPATHIC PHARMACY

OF

DR. ABHIN CHANDRA HOMOEOPATHIC MEDICAL COLLEGE &
HOSPITAL, BHUBANESWAR (ODISHA)

(2017-2018)

**Price Rs.525/- (Rupees five hundred & twenty five)
including all taxes.**

**DR. ABHIN CHANDRA HOMOEOPATHIC MEDICAL COLLEGE & HOSPITAL, UNIT
- III, KHARVELA NAGAR, BHUBANESWAR - 751 001.**

- Date of Commencement of Sale of the tender document / paper : 10.08.2017.
- Last date for sale of tender document / Paper : 31.08.2017(04.00 P.M.)
- Last date & time for submission of Technical Bid & Price Bid. : 01.09.2017 (01.00 P.M.)
- Date and time for opening of technical bid: 01.09.2017 (3.30 P.M.)
- Date and time of opening of price bid: 05.09.2017 (3.30 P.M.)

Place of opening of tender Office of the Principal-cum-Supdt.,
Dr. A. C. Homoeopathic Medical College &
Hospital, Unit - III, Kharvela Nagar,
Bhubaneswar.

. Address for communication & receipt
of Tender paper Principal-cum-Superintendent,
Dr. A. C. Homoeopathic Medical College &
Hospital, Unit - III, Kharvela Nagar,
Bhubaneswar.

Terms and Conditions for acceptance of tender for supply of Crude drugs , paper cartoons & Back Potency, for Homoeopathic Pharmacy of Dr. Abhin Chandra Homoeopathic Medical College & Hospital, Bhubaneswar during the year 2017-18.

- Sealed tenders should reach the office of the Principal-cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College and Hospital, Unit – III, Kharvela Nagar, Bhubaneswar – 751 001 by **01.00 P.M. of 01.09.2017**. Tender received beyond the scheduled date and time will not be entertained.

The tender has been invited under Two Bid system i.e. Technical Bid and Price Bid. The interested firms are advised to submit tender papers in two separate sealed envelopes super- scribing **“Crude drugs, Paper Cartoons & Back Potency”** and **“Price bid for supply of Crude drugs, Paper Cartoons & Back Potency”**. **Both sealed envelopes should be kept in a third sealed envelope super scribing “Tender for supply of Crude drugs, Paper Cartoons & Back Potency”**.

- Technical bid will be opened by the Director, AYUSH, Odisha, Bhubaneswar or his authorized officer before a Technical committee constituted for the same purpose, at 03.30 P.M. on 01.09.2017 in the office chamber of the Principal-cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College and Hospital, Bhubaneswar.
- The tenderer or his authorized person / representative may remain present at the time of opening of tenders, if they so desire.
- The Technical Committee will examine the documents and the allied matters as per terms & conditions stipulated in the tender and will segregate the submitted tenders in two groups i.e. eligible & in-eligible categories.
- **The price bid of those eligible tenderers who qualified in technical bid shall be opened for preparation of comparative statement on dt-05.09.2017 at 03.30pm.**
- In the event of the last date for submission of tender being declared as a holiday by the Govt., the due date of submission and opening of tender will be the next working day following the scheduled day for submission and opening of tender.
- Tender should be computer written and every correction in the tender should be duly attested by the tenderer.

EARNEST MONEY DEPOSIT

- The tenderer shall have to deposit a sum of **Rs.15, 700/- (Rupees fifteen thousand seven hundred) only @ 2%** as Earnest Money Deposit (EMD) in shape of A/C payee **Demand Draft in favour of Principal-cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College and Hospital, Bhubaneswar** to be drawn from any Nationalized Bank payable at Bhubaneswar or Fixed deposit receipt/ Bankers cheque/Bank guarantee from any of commercial Banks in an acceptable form. (The model bank guarantees format for furnishing EMD is available at **Appendix-1**. This should be sent along with the tender. E.M.D. in any other form other than above will not be accepted.
- The EMD is to be normally valid for a period of 45 days beyond the bid validity period. The tenderes who are exempted from paying EMD shall have to produce

relevant orders from the competent authority. EMD of the unsuccessful tenderers will be remitted back after finalization of the tender. The E.M.D. of the successful tenderers will be returned back only after receiving the security deposit.

TENDER CONDITIONS

- The tender should be accompanied with the following documents:
- A self attested copy of the up-to-date VAT Clearance Certificate in form No.612.
- Earnest Money Deposit.
- The tender documents and the schedules in original duly signed by the tenderer at the bottom of each page with office seal and the original receipt in support of purchase of tender paper.
- A declaration form for abiding the terms and conditions as per the proforma enclosed at **Annexure – I**.
- Up-to-date Sales Tax clearance certificate/VAT clearance (applicable for outside State firms only).
- A self attested copy of PAN card of the tenderer.
- A self attested copy of allotment certificate in respect of TIN / SRIN issued by competent authority.
- Original money receipt towards the purchase of tender paper or a B.D amounting Rs 525/-drawn in favour of the Principal-cum-Superintendent, Dr. A. C. Homoeopathic Medical College and Hospital, Bhubaneswar from any nationalized / scheduled bank payable at Bhubaneswar (when the tender paper has been down loaded from website).
- The farm should undertake in the letter head of the farm that his farm has not been debarred/blacklisted by any Govt. or Semi Govt. organization for supply of sub-standard items.
- The farm should undertake in the letter head of the farm that if any item is declared as substandard, the same quantity will be replaced immediately by his own cost immediately.
- The successful bidders will have to furnish an agreement as prescribed in **Annexure-IV** of Tender Book with signature in Non-Judicial Stamp papers to the Principal-Cum-Superintendent, Dr. A.C.H.M.C & H, Bhubaneswar before executing any supply to the Pharmacy.
- The rates quoted by outside state firms should inclusive of G.S.T and all other taxes if any till delivery of items at F.O.R. destination. Inside state firms should quote their rate adding G.S.T & all other taxes till delivery of goods at the F.O.R. destination. The G.S.T. rate should be indicated separately in the schedule against each item as per model tender format (price schedule) at **Annexure – II**. The list of items to be procured is enclosed at **Annexure – III**.

PERFORMANCE SECURITY

- The successful tenderers who are awarded with purchase order are required to deposit 10% of the total ordered value in shape of A/C pay Bank Draft duly pledged in favor of the Principal-cum-Superintendent, Dr. A. C. Homoeopathic Medical

College and Hospital, Bhubaneswar from any nationalized / scheduled bank payable at Bhubaneswar or Fixed deposit receipt/ Bankers cheque/ Bank guarantee from any of commercial Banks in an acceptable form. (The model bank guarantee format for furnishing performance security deposit is available at **Appendix-2** as Security Deposit within 10 days from the date of issue of the supply order. The Security money will remain deposited till the warranty of the items is over.

- The Security deposit will be returned back only after successful compliance of the supply order.
- Failure in depositing the Security Deposit will call for cancellation of the order and the claim for supply by the tenderer will not be entertained.

GENERAL CONDITIONS

- The terms, conditions and the quoted price once approved shall remain valid for a period of 12 months from the date of approval of the tender or up to the date of publication of next tender whichever is earlier.
- The rates approved by the Purchase Committee shall be binding on the tenderer for a period of one year from the date of approval of tender and on no account request for increase of rates at any point of time till expiry will be entertained.
- The items shall be selected on the basis of quality on competitive price basis and as such acceptance of lowest quotation is not obligatory.
- The firm who quotes for back potency should have a valid manufacturing drug license or if a supplier he/she should submit the authorization from the concerned manufacturer.
- The tenderers are required to supply their articles in full quantities at their own cost within a period of 30 days from the date of issue of the supply order. If supply will not be completed within 30 days of issue of supply order, a maximum period of one month may be allowed for extension on written request with penalty of 0.5% per week or part thereof for delayed supplies as liquidated damage up to maximum 5% on Purchase Order value and to be deducted from the payment. If supply will not be completed within the period of liquidated damage, Purchase Order for the items not supplied may be canceled & no further order will be placed to the firm for the said item.
- If any items of supplied article is found defective in comparison to the approved sample by the Technical Committee, broken or damage during receipt of supply of destination the same shall not be accepted and are to be taken back by the supplier and be re-placed. The cost of short supply / defective / damaged items will be deducted from the total bill amount at the time of payment.
- If any information or documents furnished by the tenderer in the tender paper are found to be misleading or incorrect at any stage, the tender of the relevant items in the approved list shall be canceled and the concerned firm shall be black listed for supply for next 2 years.
- The Director AYUSH, Bhubaneswar reserves the right to reject the tenders or to accept the tenders for supply of all articles or any part of the articles tendered for without assigning any reason thereof.

- In the event of any litigation arising out of supply of articles, such matter would be subject to the jurisdiction of Civil Court, Bhubaneswar or High Court of Odisha, Cuttack.
- The Bidder should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.

TERMS OF PAYMENT

- The bills will be drawn in favour of the firm concerned and the payments will be made only after submission of necessary Challan with Stock Entry certificate in triplicate from the officer to whom the supply would be made and invoices in triplicate in the name of Principal- cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College and Hospital, Bhubaneswar.
- If the tenderer fails to execute the supply within the stipulated time, the Principal-cum-Superintendent, Dr. Abhin Chandra Homoeopathic Medical College and Hospital, Bhubaneswar. Will be free to make emergency purchases from the firm / firms quoting prices in ascending order and claim the difference from the defaulting firms under intimation to the Director AYUSH, BBSR. On failure to compensate the differential amount, the same shall be deducted from the Security Deposit.
- No advance payment will be made to the tenderer towards the cost of the articles.
- The payment shall be made to the supplier through E.Bank.
- Payment of the supplied goods only be released, if it passes all the quality norms examined by a Technical Committee constituted for same purpose, if they fails then the concerned firm must replace the items in full quantity in his own cost up to F.O.R. destination.

Principal-cum-Superintendent
Dr. A. C. H. M. C. & H., Bhubaneswar.

Annexure – I

DECLARATION FORM

I/We _____ having my / our
_____ office at

_____ do hereby declare that I / We have carefully read all the conditions of tender of the Principal-cum-Superintendent, Dr. A. C. Homoeopathic Medical College and Hospital, Bhubaneswar for supply of items to the Homoeopathic Pharmacy, Bhubaneswar. I will abide by the all conditions set forth in the tender paper for the year 2017-18.

I / We further declare that I / We possess valid manufacturing license / Distributor license bearing No. _____ valid up to _____.

I / We _____ do hereby declare that I will supply the tendered items as per terms and conditions of the tender document. I promise 01 (One) year warranty / guarantee on the items supplied by me against any manufacturing defect. I will replace the item/ items without any extra cost from the purchaser failing which the cost of items will be recovered from my security / performance deposit and E.M.D.

Signature of the Tenderer

Date :

Name & Address of the firm

Affidavit before Executive Magistrate / Notary Public.

Annexure-III

Name of the item	Specification
1	2
Paper Cartoon	Seven ply, Size 15 ½ inchx13 inchx06 inch to accommodate 42 numbers of 100ml bottles with complete partition. The printing on Cartoons will be as per the instruction give by the principal. Rate per piece.
Crude Drugs	As per HPI standard, free of fungus, packed in paper packet with date of packing mentioned over the packet. List of items enclosed as per Annexure -iii. Rate per Kg.
<u>Back Potency</u>	Best quality from reputed manufacturer in companies original sealed packing, labeled as per Drugs & Cosmetics Act guideline. Rates for 5,29,99,999 potencies of 30ml and 100 ml.

Principal-cum –Superintendent

Annexure-IV

MODEL AGREEMENT FOR SUPPLY OF INDENTING GOODS TO PHARMACIES.

This agreement made this day of 2017 between M/S
(herein after called as supplier) of the One Part.

AND

The Principal-Cum-Superintendent, Dr.A.C.H.MC. & H, Bhubaneswar of other part .

Whereas wants to purchase the goods as specified in the Annexure-III of the tender book for their utilization in the Govt. Pharmacies.

NOW THESE PRESENT WITNESS AND IT IS HEREBY AGREED AS FOLLOWS.

1. That the time shall be the essence of contract and the supplier shall supply the goods as per the schedules completely, so as to make the delivery to the indenting pharmacies, located in the state on or before the date as per the orders placed by the respective indenting Officers in term of the instructions laid down in the Tender Book and in the event of failure to comply the orders will entitle the Other part (refer herein as Principal-Cum-Superintendent, Dr.A.C.H.MC. & H, Bhubaneswar) to rescind the contract immediately.
2. That the goods shall be as per the specifications and price fixed in the approved list. Any deviation, if found to this effect will entitle the Principal-Cum-Superintendent, Dr.A.C.H.MC. & H, Bhubaneswar the indenting officers to refuse the consignment either whole or part thereof as the case may be.
3. That the goods shall be inspected at the respective indenting Pharmacies either by the other part (refer herein as Principal-Cum-Superintendent, Dr.A.C.H.MC. & H, Bhubaneswar) or

through his authorized Officers in presence of the supplier or his authorized agents as per the pre-specified scheduled date and time. In the event of non-compliance to the inspection as referred above, the decision taken thereof by the other part will be final and binding to the supplier.

4. The supplied consignments are to be supplied by the supplier at own cost by the supplier, duly and properly packed and maintained in hygienic points of view.
5. That the earnest money deposited by the supplier at the time of bidding tenders is subject to his performance in abiding the terms and conditions of the tender. Any departure /deviation in complying the terms and conditions will entitle for forfeitures of the earnest money as per the decision to be taken by the other part (refer herein as Principal-Cum-Superintendent, Dr.A.C.H.MC. & H, Bhubaneswar).
6. In witness of the parties here to have signed this deed this days
of _____ mentioned against the signature of each in presence of .

(Signature of the Supplier
or his duly authorized agent)

(Signature of Principal-cum-supdt.
or his duly authorized Officer)

Witness.

- 1.
- 2.

Appendix-1

Model Bank Guarantee Format for furnishing EMD

[Ref. Para 21]

Whereas.....(hereinafter called the “tenderer”) has submitted their offer dated..... for the supply of..... (hereinafter called “the “tender”) against the purchase’s tender enquiry No.....

KNOW ALL MEN by these presents that WE..... ofhaving our registered office at are bound unto..... (hereinafter called the “ Purchase”) in the sum of..... for which payment will and truly to be made to the said Purchase, the Bank binds itself, its successors and assigns by these presents.

Sealed with the

Common Seal of the Bank this..... day of.....20.....

THE CONDITIONS OF THIS OBLIGATION ARE:

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchase during the period of its validity:-

a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.

b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Purchase up to the above amount upon receipt of its first written demand, without the Purchase having to substantiate its demand, provided that in its demand the Purchase will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

Our _____ branch at _____ * (Name & Address of the _____ * branch) is liable to pay the guaranteed amount depending on the filling of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____ * branch a written claim or demand and received by us at our _____ * branch on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....
Seal, name & address of the Bank and address of the Branch

* Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.

Appendix-2

Model Bank Guarantee Format for Performance Security

[Ref. Para 22 (i)]

To

The Principal-Cum-Superintendent,
Dr. A.C.M.C.& H, Bhubaneswar.

WHEREAS (name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no.....dated..... to supply (description of goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of

(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

Our _____ branch at _____ * (Name & Address of the _____* branch) is liable to pay the guaranteed amount depending on the filling of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our _____* branch a written claim or demand and received by us at our _____* branch on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
.....
Seal, name & address of the Bank and address of the Branch

*Preferably at the headquarters of the authority competent to sanction the expenditure for purchase of goods or at the concerned district headquarters or the State headquarters.

Annexure-iii
List of Potency Medicines prepared during 2017-18

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Sl No	Name of the Potency
1.	Aconitum Napellus 30
2.	Aloe Socotrina 30
3.	Arnica Montana 30
4.	Arsenicum Album 30
5.	Belladonna 30
6.	Bryonia Alba 30
7.	Carbo Vegetabilis 30
8.	Cina 30
9.	Cinchona Officinalis 30
10.	Colocynthis 30
11	Dulcamara 30
12.	Hepar sulphur 30
13.	Ipecacuanha 30
14.	Lycopodium Clavatum 30
15.	Mercurious Solubilis 30
16.	Nux vomica 30
17.	Podophyllum Peltatum 30
18.	Pulsatilla Nigricans 30
19.	Rhus Toxicodendron 30
20.	Silicea 30

Sl No	Name of the Mother Tincture	Parts to be supplied	Remarks
1.	Alfalfa	Whole plant excluding the root	
2.	Arnica mont.	Whole plant	
3.	Andrographis Pan.(Kalmegh)	Whole plant	
4.	Chelidonium Maj.	Whole Plant	
5.	Gymnema Sylvestra	Leaves	
6.	Hydrocotyle Asiatica	Whole Plant	
7.	Hammamelis Vir.	Stem, Bark and also bark of the root.	
8.	Holarrhena Anti.(Kurchi)	Dried bark	
9.	Hypericum Perforatum	Whole Plant	
10.	J.Ashoka(saracca Indica)	Bark	
11.	Justicea .a	Leaves	
12.	Ocimum Sanctum	Whole plant excluding roots	
13.	Passiflora Incarnata	Leaves	
14.	Plantago m	Whole plant	
15.	Robina Psuda	Bark of root and stem.	
16.	Sabal Serrulaqta	Ripe Fruit	
17.	Senecio Aureus	Whole Plant	
18.	Syzygium Jambolanum	.Seeds	
19.	Thuja oc	Leaves and twigs	