

TERMS AND CONDITIONS
OF
TENDER FOR SUPPLY OF
Crude Drugs, Back Potency, inner dropping corks and
200 litres capacity of brand new HDPE drums
TO
HOMOEOPATHIC MINI PHARMACY
OF
DR. ABHIN CHANDRA HOMOEOPATHIC MEDICAL
COLLEGE & HOSPITAL, BHUBANESWAR (ODISHA)
(2019-2020)

**Price – Rs.525/- (Rupees five hundred & twenty five)
only**

**DR. ABHIN CHANDRA HOMOEOPATHIC MEDICAL COLLEGE &
HOSPITAL, UNIT-III, KHARVELA NAGAR, BHUBANESWAR-751001**

- Date of Commencement of Sale of the tender document / paper: **18.01.2020**
- Last date for sale of tender document / Paper: **03.02.2020** (till 5 P.M)
- Last date & time for submission of technical Bid & Price Bid.: **04.02.2020**(up to 1 P.M)
- Date and time for opening of technical bid : **04.02.2020** (3.30P.M)
- Date and time of opening of price bid: **05.02.2020**(11.30A.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, Back Potency, inner dropping corks and 200 litres capacity of brand new HDPE drums to the Homoeopathic Mini Pharmacy of Dr. Abhin Chandra Homoeopathic Medical College & Hospital, Bhubaneswar during the year 2019-20.

- 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 1P.M of 04.02.2020. 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 Financial Bid. The interested firms are advised to submit tender papers in two separate sealed envelopes super- scribing “**Technical bid for supply of Crude drugs, Back Potency, inner dropping corks and 200 litres capacity of brand new HDPE drums**” and “**Price bid for supply of Crude drugs, Back Potency, inner dropping corks and 200 litres capacity of brand new HDPE drums**”. Both sealed envelopes should be kept in a third sealed envelope super scribing **Tender for supply of Crude drugs, Back Potency, inner dropping corks and 200 litres capacity of brand new HDPE drums for the year 2019-20.**

- 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 3.30 P. M on 04.02. 2020 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. illegible & non-illegible categories.

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- **The price bid of those eligible tenderers who qualified in technical bid shall be opened for preparation of comparative statement on dt 05-02-2020 at 11.30A.M**
- 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 generated 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.20,000 /- (twenty Thousands only)** as Earnest Money Deposit (EMD) in shape of A/C pay **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 tenderers 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 Performance Security deposit.

TENDER CONDITIONS:-

- The tender should be accompanied with the following :
- A self attested copy of Up-to-date GST Clearance Certificate.
- 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**.
- A self-attested copy of PAN card of the tenderer.
- Original money receipt towards the purchase of tender paper or a B.D amounting Rs 525/- drawn in favour of 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 downloaded from website)
- The rates quoted by outside state firms should inclusive of G.S.T, all other taxes and all other expenditure till delivery of items at F.O.R. destination. Inside state firms should quote their rate adding GST, all other taxes and expenditure till delivery of goods at the F.O.R. destination. GST rate should be indicated separately in the schedule against each item as per model tender format (price schedule) at **Annexure – II**. The list of crude drugs and Back Potencies to be procured are enclosed at **Annexure – III & IV** respectively.
- The samples of all the quoted items (Crude drugs, Back Potency& contingent articles) be submitted by the firm at the time of submission of tender paper for checking/testing purpose by the Committee on free of cost. However, the bidder shall submit sample for crude drugs is minimum 100 gms of each item.

- The farms participating in tender for Back Potency must submit the self-attested copy of the valid Manufacturing license issued in favour of him or the authorisation certificate from a farm having valid manufacturing license, the self-attested copy of which must be submitted along with the tender.

SECURITY DEPOSIT / 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 favour 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 EMD is available at **Appendix-2** as Security Deposit within 10 days from the date of issue of the supply order.
- The security money 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 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 tenderers are required to supply their articles in full quantities as mentioned at Annexure-III at their own cost within a period of 20 days from the date of issue of the supply order. If supply will not be completed within 20 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 payment. If supply will not be completed within the period of liquidated damage, purchase order for the items not supplied be cancelled and no further Purchase Order will be placed to the farm for said item and the farm be blacklisted for the said items only for two years.
- If any items of supplied article are 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 in full quantity

by the supplier and re-placed. The cost of short supply / defective / damaged items will be deducted from the total bill amount.

- If any information or documents furnished by the tenderer in the tender paper are found to be misleading or in-correct at any stage, the tender of the relevant items in the approved list shall be cancelled and the concerned firm shall be black listed for supply for next 2 years for the products and his security deposit will be forfeited.
- 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.
- The Bidder should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids.
- No item will be received by the store without submission of Challan against the supplied item.

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 of the defaulting firm.
- 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 within fifteen days from the date of rejection by the technical committee.
- 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.

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

Annexure – I**DECLARATION FORM**

I / We _____ having my / our
_____ office at
_____ do 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. I will abide by all conditions set forth in the tender paper
for the year 2019-20.

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 tender items as per term 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 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 – II**MODEL TENDER FORMAT (PRICE SCHEDULE)**

Sl. No.	Name of item	Specification / strength / size	Price of the product	G.S.T	Total
1	3	4	5	6	7
01	Crude Drugs	As per HPI standard, free of fungus, packed in paper packet with Name of the supplier, Name of the Crude, Quantity and date of packing mentioned over the packet. List of items enclosed as per Annexure –III. Rate per Kg.			
02	Back Potency	Best quality from Reputed manufacturer in companies' Original sealed packing, labelled as per Drugs & Cosmetics Act guideline. Rates for 29 potencies of 30ml and 100 ml. List at Annexure-IV.			
03	Inner dropping corks	Best food grade quality of inner dropping corks to fit in the Bottles of Capacity-100ml with orifice Size-25mm as sample given by the authority.			
04	200 litre capacity of HDPE drums	Brand new and good quality of high-density polyethylene drums of capacity of 200 bulk liters each. specification of the each drum should be two bung type opening, height-930 mm approx, diameter 585 mm approx and the weight should be more than 9kg and minimum wall thickness 3mm.			

Place:

Date:

Signature of the Tenderer

Name:

Address:

Annexure-III

Sl No	Name of the Crude Drugs	Parts to be supplied	Rate per Kg	GST	Total Price
1.	<i>Avena Sativa</i>	<i>Seed</i>			
2	<i>Arnica mont.</i>	<i>Whole plant</i>			
3.	<i>Hydrastis can.</i>	<i>Rhizome.</i>			
4.	<i>Andrographis Pan.(Kalmegh)</i>	<i>Whole plant</i>			
5.	<i>Echinacea Angu.</i>	<i>Whole plant</i>			
6.	<i>HammamelisVir.</i>	<i>Stem, Bark and also bark of the root.</i>			
7.	<i>Rauwolfia.S</i>	<i>Root</i>			
8	<i>Passiflora inc.</i>	<i>Leaf</i>			
9.	<i>Robinia Pseud.</i>	<i>Bark of root &stem</i>			
10.	<i>Sabal Serulata</i>	<i>Ripe Fruit</i>			

I/C Mini Pharmacy

Principal cum Superintendent

List of Back Potencies

Sl No	Name of the Potency Medicine	Potency	Price of the product/100 ml	G.S.T	Total
01	Aconitum Napellus	29			
02	Aloes.Socotrina	29			
03	Arnica Montana	29			
04	Arsenicum Album	29			
05	Belladonna	29			
06	Bryonia Alba	29			
07	Cina	29			
08	Cinchona Officinalis	29			
09	Carbo Vegetabilis	29			
10	Colocynthis	29			
11	Dulcamara	29			
12	HeparSulphur	29			
13	Ipecacuanha	29			
14	Lycopodium Clavatum	29			
15	MercuriusSolubilis	29			
16	Nux Vomica.	29			
17	Podophyllum Peltatum.	29			
18	Pulsatilla Nigricans	29			
19	RhusToxicodendron.	29			
20	Silicea	29			

NB-The quantity will be mentioned at the time of placement of order.

I/C Mini Pharmacy

Principal cum Superintendent

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 up to 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)

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.