Odisha State Medical Corporation Limited (OSMCL)

(A Government of Odisha Enterprise)

***Website : www.osmcl.nic.in* , Email : proc.osmcl.od@nic.in**

Bid Reference No. OSMCL/2016-17/DRUGS-DHS-(RE-TENDER)/03

E-TENDER DOCUMENT
RE-TENDER FOR
SUPPLY OF DRUGS AND MEDICAL CONSUMABLES FOR THE YEAR-2016-17

ON RATE CONTRACT BASIS
FOR A PERIOD OF ONE YEAR FROM THE DATE OF APPROVAL OF TENDER

Regd. Office: In front of Ram Mandir, Convent Square, Unit – III, Bhubaneswar -751 007
Tel.: (0674) 2380660

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NOTICE INVITING BID

Odisha State Medical Corporation Limited (OSMCL)

In front of Ram Mandir, Convent Square, Unit – III, Bhubaneswar -751 001

Tel. : (0674) 2380950 *Website : www.osmcl.nic.in* , Email : proc.osmcl.od@nic.in

Bid Ref. No. : **OSMCL/2016-17/DRUGS-DHS-(RE-TENDER)/03** Date: 20/12/2016.

Online Bids through **e-Tender portal** (https://tendersodisha.gov.in) are invited from eligible bidders for **supply of Drugs & Medical Consumables as per the particulars mentioned below:**

Sl. No.	Particulars	Date and time	
1.	*Date & time of release of bid*	***21/12/2016 , 3 PM***	
2.	*Date & time of Pre-bid meeting*	***28/12/2016 ,11 AM*** *Venue : Conference Hall, Odisha State Medical Corporation Ltd., In front of Ram Mandir, Convent Square, Unit – III, Bhubaneswar*	
3.	*Date & time of Online bid submission*	*Start Date & Time*	*End Date & Time*
		05/01/2017, 3 PM	***17/01/2017, 5 PM***
4.	*Date & time for submission of Tender Documents and EMD amount as per section-IV of tender documents*	***18/01/2017***	***24/01/2017 till 11 AM***
5.	*Date & time of sample submission as per section-IV of tender documents.*	***24/01/2017 upto 5 PM***	
6.	*Date & time of online Technical bid opening*	***24/01/2016 , 11 AM***	
7.	*Date of opening of Price Bid*	*To be informed to the qualified bidders*	

The bid document with all information relating to the bidding process including cost of bid document, EMDs, Prequalification criteria and terms & conditions are available in the websites: www.osmcl.nic.in and https://tendersodisha.gov.in The Authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason thereof.

Sd/
Managing Director
OSMC Ltd.,Odisha

Memo No._____/OSMC Dt._____

Copy submitted to the Principal Secretary to Govt. H & FW Dept. for kind information.

Sd/
Managing Director
OSMC Ltd.,Odisha

Memo No._____/OSMC Dt. _____

Copy forwarded to the Director of Health Services/DMET (O) for information.

Sd/
Managing Director
OSMC Ltd.,Odisha

Memo No._____/OSMC Dt. _____

Copy forwarded to the State Head Portal, IT Cell, Odisha Secretariat, Bhubaneswar for information.

Sd/

Managing Director
OSMC Ltd.,Odisha

Memo No._____/OSMC Dt._____

Copy forwarded to the Chief Manager (Technical), State Procurement Cell, Nirman Saudh, Bhubaneswar for information.

Sd/-
Managing Director
OSMC Ltd.,Odisha

SECTION I

INSTRUCTION TO BIDDERS

1.1 **The Odisha State Medical Corporation Limited - OSMCL** (Tender Inviting Authority) is a Govt. of Odisha Enterprise for providing services to the various health care institutions under the Department of Health & Family Welfare. One of the key objectives of the OSMCL is to act as the central procurement agency for all essential drugs, equipment and other health commodities for all health care institutions (hereinafter referred to as user institutions) under the department.

1.2 This 'Bid Document' contains the following:

Section I: Instruction to bidders

Section II: General Definitions and Scope of Contract.

Section III: Tender Schedule

Section IV: Schedule of Requirement and List of warehouses for delivery.

Section V: Specific Conditions of Contract

Section VI: General Conditions of Contract

Section VII: Formats for bidder for Submission of Bid (Technical bid)

Section VIII: Annexures [Formats for the successful bidder(Supplier) after finalization of bid]

1.3 The bid documents published by the Bid Inviting Officer (Procurement Officer Publisher) in the **e-procurement portal** https://tendersodisha.gov.in will appear in the "**Latest Active Tender**". The Bidders/ Guest Users can download the Bid documents from **21/12/2016, 3PM** and submit it online from **05/01/2017, 3PM** to **17/01/2017, 5PM** after which the same will be removed from the list of "**Latest Active Tender**". The bid document is also available at website: *www.osmcl.nic.in*

1.4 **PARTICIPATION IN BID**

1.4.1 **PORTAL REGISTRATION**:

The bidder intending to participate in the bid is required to **register in the e-procurement portal** using an active personal/official e-mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. He/She has to submit the relevant information as asked for

about the bidder. The portal registration of the bidder is to be authenticated by the **State Procurement Cell** after **verification** of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / VAT Clearance Certificate (for Procurement of Goods) of the concerned bidder. The time period of validity in the portal is co terminus with validity of RC/ VAT Clearance. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After **successful authentication**, bidder **can participate** in the **online bidding process.**

1.4.2 **LOGGING TO THE PORTAL**:

The Bidder is required to type his/her *Login ID* and password. *The* system *will again ask to* select the DSC and confirm it with the password of DSC as a second stage authentication. For each login, a user's DSC will be validated against its date of validity and also against the **Certificate Revocation List (CRL)** of respective CAs stored in system database. The system checks the unique Login ID, password and DSC combination and authenticates the login process for use of portal.

1.4.3 **DOWNLOADING OF BID**:

The bidder can download the bid of his / her choice and undertake the necessary preparatory work **off-line** and upload the completed bid before the closing date and time of submission.

1.4.4 **CLARIFICATION ON BID**:

The registered bidder can ask questions related to the online bid in the e-procurement portal **before the pre-bid meeting**. OSMC will clarify queries related to the bid. Through e-mail by the e-mail ID: proc.osmcl.od@nic.in and Contact No. 0674-2380660 & 0674-2380950.

1.4.5 **PREPARATION OF BID**

The detail guideline for preparation of bid is mentioned at General condition of Contract- Section VII (**Clause 6.4 – 6.7 & 6.17**).

1.4.6 **PAYMENT OF EMD AND COST OF BID DOCUMENTS:**

The detail guideline for payment of EMD & Cost of Bid Documents is mentioned at General Condition of contract- Section VII (**Clause 6.5 - 6.7**)

1.4.7 SUBMISSION AND SIGNING OF BID

The detail guideline for submission of & signing of bid is mentioned at General Condition of Contract- Section VI (**Clause 6.16 - 6.17**)

Note: (Uploading of files for submission of bid)

For management of space the bidders can serially arrange their scanned documents as per Format T1 (all pages should be signed by authorized signatory with seal and then to be scanned) and create two equal sized PDF files and upload them to avoid any space constraint.

The **BOQ** file (Excel file) is to be uploaded in the **price bid**.

1.4.8 TIMELINE FOR DELIVERY OF GOODS AND PAYMENTS

As mentioned in Section V (5.1).Successful bidders will be provided with online tracking facility for knowing goods delivery status at consignee locations and progress on payment by OSMCL.

SECTION II
General Definitions & Scope of Contract

2.1 General Definitions

2.1.1 *Department* means Health & Family Welfare Department, Government of Odisha.

2.1.2 *Government* means Government of Odisha.

2.1.3 *Bid / Tender Inviting Authority* is the Managing Director or authorized person of OSMCL by the Managing Director, who on behalf of the User Institution/Government or the funding agencies calls and finalize bids and ensure supply, installation and after sales service of the equipments procured under this bid document.

2.1.4 *Tender Evaluation Committee & Technical Committee* are Committees authorized by the Managing Director of OSMCL to decide on the purchase of the drugs and equipments to be procured by the OSMCL.

2.1.5 *User Institutions* are the Govt. health care institutions under the Health & FW Department, Government of Odisha for which the items under this bid is procured.

2.1.6 *Blacklisting/debarring* – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future bids of Tender Inviting Authority, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations.

2.2 Scope

2.2.1 The bids are invited for the supply of the items, the details of which are mentioned in Section IV, needed for the government health institutions of Odisha.

2.2.2 **Rate Contract**: This is a **Rate contract Bid**, the rate of which **will be valid** for a period of **one year** from the date of finalization of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV, which may increase or decrease. The bidders are expected to quote their best rates for the items. The technical specifications, approx. quantity and locations for supply are mentioned in Section IV of this bid document.Only OSMCL is authorised to place purchase orders for the supply of item(s) to be procured under this bid during the validity of the rate contract period.

2.2.3 The bidders can't withdraw their bid after opening of technical bid, within the minimum bid validity period of 180 days & also after accepting the Letter of Intent.

SECTION III

TENDER SCHEDULE

3.1. Bid Details

1.	*Bid Reference No.*	***OSMCL/2016-17/DRUGS-DHS-(RE-TENDER)/03***
2.	*Cost of Bid Document (in shape of DEMAND DRAFT)*	*Rs.* ***5,250****/- (inclusive 5% VAT) for any or all the item(s)*
3.	*Earnest Money Deposit (In shape of DD/BG/BC)*	*The item-wise EMD requirement is mentioned in Section IV (Schedule of Requirement) Note: The bidder may quote for any or all the item(s) by submitting the required EMD for that item.*
4.	*Validity of bid*	***180*** *days from the last date of bid submission.*
5.	*Performance Security*	***5 %*** *of the Total contract value with respect to the Approx. quantity mentioned in Schedule IV excluding taxes (for successful bidders)*
6.	*Validity of Performance Security*	*The performance security (in case of Bank Guarantee) shall remain valid for a period of minimum* ***(2) two*** *years from the date of LOI or latest expiry date of the batch (es) of a particular item, whichever is later.*

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	submission as per section-IV of tender documents.	
6.	*Date & time of online Technical bid opening*	***24/01/2017, 11 AM***
7.	*Date of opening of Price Bid*	*To be informed to the qualified bidders*

3.2. Important Dates:

SECTION IV

SCHEDULE OF REQUIREMENT

4.1 Items Tendered with Specification / Strength, Unit Pack, Tentative Quantity (in Absolute) & EMD(s) to be submitted. *[Qty. in* ***Absolute*** *means the* ***no. of Tab./Cap. (not strip)/ Vial*** */* ***Amp./Test/Bottle/Pkt./Pouch*** *(as the case may be) and* ***not*** ***the no. of Unit Pack]***

Hence, the price in the BOQ to be quoted ***per Tab. or Cap. (not strip) / Vial*** */* ***Amp./Bottle / Pkt. / Pouch (as the case may be).***

****In case of powder form injections where diluents are required, the diluents & injection must be kept in one pack. In that case, the expiry date of the diluents should not be less than the expiry date of the main drug. The diluents supplied must be from one batch for each batch of main drug. The detail of diluents (Batch No., Mfg. Lic. No., Mfg. Date, Expiry date, Name of manufacture with address) must be mentioned on the diluents as well as on the packing of the main drug.***

****SDWH- State Drug Warehouse-Bhubaneswar in the Campus of OSMCL as mentioned at CL. No. 4.2(List of Warehouses).***

****WH- Drug warehouses at all District Head quarters, at all Govt. Medical Colleges, Director AHRCC-Cuttack, Director Capital Hospital-Bhubaneswar, CMO RGH-Raurkela, Suptd., SVP PGI, Cuttack, Supt. /Director, Mental Health Institute, Cuttack & Principal, SCB Dental College & Hospital, Cuttack as mentioned at CL. No. 4.2(List of Warehouses).***

Note**: 1. Drugs which are official in monograph of IP / BP / USP/ EP etc. shall be accepted.**
2. The pack size mentioned in column no. 6 Section IV is Preferable Pack Size.
3. Where it mentioned as "measuring cap and plastic container as per I.P" now the suppliers can supply the item either: Measuring cap and plastic container as per I.P/ Glass bottle as per IP. However, where it mandatorily mentioned to supply the item in Glass bottle, that item should only be supplied in Glass bottle as per IP.

Sl No.	Drug Code	Name of he Item	Pharma Copoeial Standard.	Specification / Strength	Preferable Pack Size	*Qty Required in Absolute i.e. (No of Tab. / Cap. / Inj./ Bott./Tube/Jar/Film /Kg./Litre/ Test etc.)	EMD (in Rs.)	Remarks (OG Printing Exemption)
1	2	3	4	5	6	7	8	9
	Anti Cancer Drugs							
1	D33178	Cap. Tretinoin	.	10mg/ Cap	100 Caps/ Bottle .	5000	4,000	
2	D33062	Inj. Actinomycin D	.	500 mcg / Vial	500mcg / Vial 20 Vials/Box	1000	2,000	
3	D33082	Inj. Arsenic Trioxide	.	10 mg/10 ml	10 ml/ Vial 20 Vials/Box	1000	8,000	
4	D33189	Inj. Azacytidine	.	50mg/ML	2ML/ Vial 20 Vials/Box	500	30,000	
5	D33061	Inj. Epirubicin	BP	100mg / Vial	100mg / Vial 20 Vials/Box	4490	9,000	
6	D33074	Inj. Ifosfamide with Mesna	U.S.P	1gm/vial	1gm/vial 20 Vials/Box	7200	14,000	
7	D33190	Inj. Melphalan	.	50mg	50mg /Vial 20 Vials/Box	300	11,000	
8	D33078	Inj. Methotrexate	IP	100 mg/ml LRC	4 ml/ ViaL 20 Vials/Box	4290	9,000	
9	D33017	Inj. Vincristine Sulphate	I.P	1mg / ml	1ml/Amp 20 Amps/Box	14690	9,000	
10	D33063	Tab. 6 - Mercaptopurine	IP	50 mg/Tab	10 Tabs/Strip 10 Strips/Box	8200	16,000	OG Exempt
11	D33068	Tab. Allopurinol (Aluminium foil/Glycine Poly Foil/ Blister pack)	I.P	50 mg/Tab	10 Tabs/Strip 10 Strips/Box	15100	6,000	OG Exempt

12	D16040	Tab. Eltrombopag (Aluminium foil/Glycine Poly Foil/ Blister pack)	.	25 mg/Tab	7 Tabs/Strip 10 Strips/Box	10000	10,000	
13	D33035	Tab./Cap. Etoposide(Aluminium foil/Glycine Poly Foil/ Blister pack)	IP	50 mg/Tab./Cap	10 Tabs/Caps/Strip 10 Strips/Box	4200	8,000	OG Exempt
14	D33191	Inj. Ranibizumab		10 mg / ml	1ml / Vial 20 Vial / Box	100	40,000	
	Sub Category: Immunologicals							
15	D23011	Inj. Human Anti-D Immunoglobuline		300mcg/ 2ml	2 ml/Amp 20 Amps/Box	2,600	98,000	
	Sub Category: Diuretics							
16	D20002	Inj. Frusemide	IP	10 mg/ 1 ml	2 ml/Amp 20 Amps/Box	436,000	14,000	
	Category: Correcting Water, Electrolyte & Acid Base Disturbances							
17	D29014	Dextrose 25%(D25)		25% w/v	10ml/Amp 20 Amps/Box	50,000	4,000	
	Sub Category: Non-Opioid Analgesics							
18	D04043	Tab. Paracetamol Kid (Scored Disp. Tab.) (Aluminium foil/Glycine Poly Foil/ Blister pack)		250 mg/ Tab	10 Tabs/Strip 10 Strips/Box	6,900,000	41,000	
	Sub Category: Opioid Analgesics							
19	D04046	Inj. Fentanyl Citrate	IP	50 mcg/ml	2ml/Amp 20 Amps/Box	3,000	1,000	
	Sub Category: Anti- Allergic Drugs							
20	D05019	Tab. Dexamethasone(Aluminium foil/Blister pack)	IP	0.5 mg/Tab	10 Tabs/Strip 10 Strips/Box	5,50,000	2,000	OG Exempt

21	D05026	Syp. Prednisolone (Palatable, with measuring cap and plastic container/ Glass Bottle as per I.P)	.	10mg/5ml	60 ml/Bottle 20 Bottles/Box	5,000	1000	
	Sub Category: Anti-Epileptics Drugs							
22	D07003	Tab. Carbamazepine (Controlled Release) (Aluminium foil/Glycine Poly Foil/ Blister pack)	IP	200 mg/Tab	10 Tabs/Strip 10 Strips/Box	200,000	3000	
23	D07013	Inj. Fosphenytoin Sodium		75 mg/ml	2 ml/Amp 20 Amps/Box	5,000	1000	
24	D07021	Inj. Sodium Valproate	.	100mg/ml	5ml/Amp. 20 Amps./Box	6,000	1000	
	Category: Anti - Bacterial Drugs							
25	D09086	Inj. Cefoperazone & Sulbactam (with diluents in plastic container)		250mg Cefoperazone + 250mg Sulbactam/vial	500mg/Vial 20 Vials/Box	500,000	113,000	
26	D09104	Cefadroxil Drop(Palatable, with dropper and plastic container as per I.P)		100mg/ml	10ml/Bottle 20 Bottle /Box	120,000	30,000	
	Sub Category: Drugs Acting on Blood							
27	D16016	Tab. / Cap. Hydroxyurea(Aluminium foilGlycine Poly Foil//Blister pack)		250mg/Tab./Cap.	10 Tabs/Caps/Strip 10 Strips/Box	152,000	3,000	OG Exempt
28	D16027	Solution Disodium Hydrogen Citrate(Palatable, with measuring cap and plastic container/ Glass Bottel as per I.P)	BP	1.38 gm to 1.5gm / 5 ml	100ml/Bottle 20 Bottles/Box	5,000	2000	

29	D16037	Tab. Ferrous Sulphate + Folic Acid (Enteric Coated, Red Colour) (Paediatric)(Aluminium foil/Glycine Poly Foil/Blister pack)	.	Each Enteric coated Tab. contains 20mg Elemental Iron with 100 mcg Folic Acid.	10 Tabs/Strip 10 Strips/Box	100,000	1000	
	Sub Category: Anti- Thrombotic Drugs							
30	D17025	Inj. Streptokinase	IP	1.5 million U/10 ml Vial	5 Vials/Box	1,400	31,000	
	Category: Gastrointestinal Drugs							
31	D21004	Inj. Metoclopramide	BP	10 mg/2 ml	2 ml/Amp 20 Amps/Box	100,000	3,000	
32	D21005	Inj. Promethazine HCl	IP	25 mg/ml	2 ml/Amp 20 Amps/Box	500,000	14,000	
33	D21024	Tab. Ondansetron (Dispersible Tablet) (Aluminium foil/Glycine Poly Foil/Blister pack)	IP	4mg / Tab.	10 Tabs/Strip 10 Strips/Box	3,800,000	14,000	
34	D21035	Susp./Gel Antacid (Palatable, with measuring cap and plastic container/ Glass Bottel as per I.P)		Magaldrate 400mg + Simethicone 60mg) / 5ml (Suitable Flavour)	100ml/Bottle 20 Bottles/Box	1,000,000	300,000	
35	D21037	Tab. Promethazine (Aluminium foil/Glycine Poly Foil/Blister pack)	.	25 mg/Tab	10 Tabs/Strip 10 Strips/Box	200,000	1000	OG Exempt
	Sub Category: Oxytocics & Tocolytics							
36	D26010	Inj. Magnesium Sulphate		250 mg/ml	2 ml/Amp 20 Amps/Box	5,000	2000	
	Sub Category: Psycho Therapeutic Drugs							
37	D27012	Inj. Haloperidol	IP	5 mg/ml	1 ml/Amp 20 Amps/Box	50,000	4000	
38	D27020	Inj. Haloperidol L.A.	IP	50 mg/ml	1 ml/Amp. 20 Amps/Box	5,000	9000	

39	D27025	Inj. Olanzapine	USP	10 mg /Ampl	1 ml/Amp. 20 Amps/Box	5,000	1000	
40	D27028	Tab. Amitriptyline + Chlordiazepoxide(Aluminium foil/Glycine Poly Foil/Blister pack)	USP	Amitriptyline 25 mg + Chlordiazepoxide 10 mg / Tab	10 Tabs/Strip 10 Strips/Box	200,000	9000	OG Exempt
41	D27052	Tab. Procyclidine(Aluminium foil/Glycine Poly Foil/Blister pack)	IP	5 mg / Tab	10 Tabs/Strip 10 Strips/Box	1,000,000	46000	OG Exempt
	Sub Category: Drugs Acting on Respiratory Tract							
42	D28001	Inj. Theophylline & Etophylline		(Theophylline 50.6 mg + Etophylline 169.4 mg)/2ml	2 ml/Amp 20 Amps/Box	1,000,000	31,000	
43	D28020	Respules Salbutamol		2.5mg/dose	Each	120,000	6,000	
	Sub Category: Radio- Diagnostic Agents							
44	D31025	Dental intra oral X-Ray films		4.1cm x 3.1cm Conforming to IS No. 15584	150 Films/Pkt 1 Pkt	4,000	1,000	
	Sub Category: Anti-Rheumatic Drugs							
45	D33051	Tab. Methotrexate(coated)(Aluminium foil/Glycine Poly Foil/Blister pack)	IP	5 mg/Tab	10 Tabs/Strip 10 Strips/Box	115,000	2,000	OG Exempt
	Sub Category: Antidotes Used in Poisoning							
46	D06006	Inj. Atropine I.V	.	1mg/ml	100ml/Bot. 20 Bots./Box	5,000	1000	
	Sub Category: Disinfectants & Antiseptics							
47	D19009	Soln. Chlorohexidine Gluconate (Plastic Container as per IP)	IP	Chlorohexidine Gluconate + Cetrimide + Isopropyl Alcohol as per IP	500 ml/Bottle 20 bottles/box	15,000	11,000	
	Sub Category: Opthalmological/Aural / ENT Preparation							

48	D25026	Lidocaine + Ofloxacin Ear Drop		Lidocaine 1.73% w/v+ Ofloxacin 0.3% w/v	5 ml/Vial 20 Vials/Box	100,000	23,000	
49	D29015	Saline Nasal Drop		0.65 % w/v (FFS / BFS Plastic Container)	10ml / Bottle 20 Bottles/Box	545,000	48,000	
	Sub Category: Vitamins & Minerals							
50	D30003	Cap. Vitamin B Complex (Therapeutic) (Aluminium Foil/Glycine Poly Foil/Blister Pack)	IP	Vit.B1=5mg, B2=5mg, B6=2mg, Niacinamide=50mg, Calcium Pantothenate 5mg/Cap.	10 Caps/Strip 10 Strips/Box	26,000,000	224,000	
51	D30025	Inj. Methylcobalamine	IP	1500 mcg / Amp.	1 - 2 ml/Amp. 20 Amps/Box	900,000	80,000	
52	D30023	Vit. E Drop (Palatable, with dropper and container as per I.P)	.	50mg/ml	15ml / Bottle 20 Bottles/Box	2,000	1000	
53	D30027	Tab. Pyridoxine (Aluminium foil/Glycine Poly Foil/Blister pack)	.	10 mg/Tab	10 Tabs/Strip 10 Strips/Box	10,000	1000	OG Exempt
	Sub Category: Combipack Kits							
54	D14023	Tab. Anti-Malarial Combipack (Blister Pack) Infant less than 1 year		(Day 1): One tablet of Artesunate (i.e. 1 tablet of 25mg) and one tablet of Sulphadoxine and Pyrimethamine (250mg + 12.5mg) Second Row (Day 2): one tablet of Artesunate 25mg Third Row (Day 3): one tablet of Artesunate 25mg.	25 FDCs / Box	133,000	27,000	
	Sub Category: Pre-Operative Medication							
55	D01007	Inj. Midazolam	BP	1 mg/ml	10 ml/Vial 20 Vials/Box	2,000	1000	

56	D03002	Inj. Glycopyrrolate	USP	0.2 mg/ml	1 ml/Amp 20 Amps/Box	3,000	1000	
	Sub Category: Anti- Filarial Drugs							
57	D09043	Syp. Diethylcarbamazine Citrate (PET Bottle) (With Measuring Cap & Palatable, plastic container/ Glass Bottel as per I.P)		50 mg /5 ml	100 ml/Bottle 20 Bottles/Box	50,000	8000	
	Sub Category: Muscle Relaxants and Cholinesterase Inhibitors							
58	D17047	Inj. Ephedrine HCl	.	30 mg/ml	1ml/Amp 20 Amps/Box	2,000	1000	
59	D24011	Inj. Succinyl Choline Chloride	.	50 mg/ml	10 ml/Vial 20 Vials/Box	2,000	1000	
	Sub Category: Anti- Tubercular Drugs							
60	D11004	TAB. INH (Coated) (Aluminium foil/Glycine Poly Foil/Blister pack)	IP	100 mg/Tab	10 Tabs/Strip 10 Strips/Box	400,000	3000	
61	D11002	Tab. Rifampicin (Dispersible Tab.) (Aluminium foil/Glycine Poly Foil/Blister pack)	IP	150 mg/Tab.	10 Tabs/Strip 10 Strips/Box	100,000	4000	
62	D11003	Cap. Rifampicin (Aluminium foil/Glycine Poly Foil/Blister pack)	IP	450 mg/Cap	10 Caps/Strip 10 Strips/Box	100,000	8000	
	Sub Category: Kit							
63	D38001	RTI / STI Kit 1		Each Kit contains: Tab. Azithromycin (1 gm) IP - 1 Tab. Tab. Cefixime (400 mg) IP - 1 Tab.	1 Kit / Box	59,640	29000	

64	D38002	RTI / STI Kit 2		Each Kit contains: Tab. Secnidazole (1gm) IP - 2 Tabs. Tab. Fluconazole 150 mg - 1 Tab.	1 Kit / Box	142,000	27000	
65	D38003	RTI / STI Kit 3		Each Kit contains: Inj. Benzathine penicillin 2.4 MU IP -1 Vial and Tab. Azithromycin 1gm IP - 1 Tab. and Sterilised Disposable syringe with 21G needle (IS No. 12655) (1.5inches) 10 ml - 1 No. and Sterile water for injection 10ml - 1 No. (in plastic container)	1 Kit / Box	2,840	2000	
66	D38004	RTI / STI Kit 4		Each Kit contains: Cap / Tab. Doxycycline (100 mg) IP - 30 Tab./Cap. Tab. Azithromycin (1 gm) IP - 1 Tab.	1 Kit / Box	2,840	2000	
67	D38005	RTI / STI Kit 5		Each Kit contains: Tab. Acyclovir 400mg - 21 Tabs.	1 Kit / Box	14,200	7000	
68	D38006	RTI / STI Kit 6		Each Kit contains: Tab. Cefixime (400 mg) IP - 1 Tab. and Tab. Metronidazole (400 mg) IP - 28 Tab. and Tab. / Cap. Doxycycline (100 mg) IP- 28 Cap./Tab.	1 Kit / Box	56,800	60000	
69	D37007	RTI / STI Kit 7		Each Kit contains: Cap. Doxycycline (100 mg) IP - 42 Caps. Tab. Azithromycin (1 gm) IP - 1 Tab.	1 Kit / Box	2,840	3000	

	Sub Category: Anti Viral Drugs							
70	D32015	Cap. Oseltamivir (Aluminium foil/Glycine Poly Foil/Blister pack)		75 mg/Cap	10 Caps/Strip 10 Strips/Box	20,000	11000	
71	D32018	Cap. Oseltamivir (Aluminium foil/Glycine Poly Foil/Blister pack)		45 mg/Cap	10 Cap/Strip 10 Strip/Box	3,000	2000	
72	D32017	Cap. Oseltamivir (Aluminium foil/Glycine Poly Foil/Blister pack)		30 mg/Cap	10 Caps/Strip 10 Strips/Box	2,000	1000	
73	D32016	Syp. Oseltamivir Phosphate I.P		12 mg/ ml	75 ml/bottle 20 Bottles/Box	500	4000	
	Sub Category: Other Items							
74	D01005	Halothane	BP	30 ml/Bottle	30 ml/Bottle 20 Bottles/Box	1,700	5,000	
75	D31015	Tab. Halazone for solution	USP	4 mg/Tab	1000 Tabs/Jar 1 Jar	41,000,000	61,000	
76	D19008	Chloroxylenol Solution (Plastic Container as per IP)	IP	5% w/v	500 ml/ Bottle 20 Bottles/Box	85,000	22,000	
77	D29008	Inj. Sodium Bi-Carbonate		7.5% w/v	10 ml/Amp 20 Amps/Box	23,040	23,000	
78	D04044	Tab. Mephenamic Acid (Disp. Tab.)		100 mg/ D.T	10 Tabs/Strip 10 Strips/Box	29,000	1,000	OG Exempt
79	D29006	Oral Soln. of Potassium Chloride (with measuring cap, plastic container as per I.P)	BP	10 % to 15 % w/v Soln.	500 ml/Bottle 20 Bottles/Box	5,000	1000	

80	S02110	Bivalent Rapid Diagnostic Test Kit		As per tender specification	10 test /kit / box	6,000,000	1,520,000	Sample requirement to be submitted (1 Box with 10 tests) as per Section - III i.e. upto 24/01/2017 5 PM
81	S02053	VDRL Rapid Test Kit, (RPR) Rapid Plasma Regime		AS PER TENDER SPECIFICATION	Per Kit of 50 Tests	70,000	3000	
82	S02135	Point of Care Test Kit (Rapid Whole Blood Syphilis Test Kit)		As per Tender Technical specification	50 Tests / Box	182,000	25000	

4.2 List of Warehouses for door delivery.

Sl. No	Name of the I.O.	Sl. No	Name of the I.O.	Sl. No	Name of the I.O.	Sl. No	Name of the I.O.
1	District Drug Warehouse C/O C.D.M.O, Angul Dist. Angul , Odisha Tel/Fax : 06764 – 232507 osmc.angul@gmail.com 9583676455	2	District Drug Warehouse C/O C.D.M.O, Bolangir Dist. Bolangir, Odisha Tel/Fax : 06652 – 232243 osmc.bolangir@gmail.com 9178834357	3	District Drug Warehouse C/O C.D.M.O, Gajapati ,At/P.O-Paralakhemundi, Tel/Fax : 068015 – 222205/222222 osmc.gajapati@gmail.com 9778335907	4	District Drug Warehouse C/O C.D.M.O, Kandhamal, (Phulbani) Dist. Kandhamal, Odisha , Tel/Fax : 06842 – 253249/9861290543 osmc.kandhamal@gmail.com
5	District Drug Warehouse C/O C.D.M.O, Boudh Dist. Boudh , Odisha Tel/Fax : 06841 – 222478 / osmc.boudh@gmail.com	6	District Drug Warehouse C/O C.D.M.O, Cuttack Dist. Cuttack, Odisha Tel/Fax : 0671 – 2301007/ 9776250409 osmc.cuttack@gmail.com	7	District Drug Warehouse C/O C.D.M.O, Jajpur Dist. Jajpur , Odisha Tel/Fax : 06728 – 222597 osmc.jajpur@gmail.com	8	District Drug Warehouse C/O C.D.M.O, Keonjhar Dist. Keonjhar , Odisha Tel/Fax : 06766 – 255525 osmc.keonjhar@gmail.com

9	District Drug Warehouse C/O C.D.M.O, Balasore Dist. Balasore, Odisha Tel/Fax : 06782 – 261959/262011 osmc.balasore@gmail.com 9778475682	10	District Drug Warehouse C/O C.D.M.O, Deogarh Dist. Deogarh , Odisha Tel/Fax : 06641 – 226428 osmc.deogarh@gmail.com	11	District Drug Warehouse C/O C.D.M.O, Jagatsinghpur Dist. Jagatsinghpur, Odisha Tel/Fax : 06724 – 220064 9937997001 osmc.jagatsinghpur@gmail.com	12	District Drug Warehouse C/O C.D.M.O, Khurda Dist. Khurda , Odisha Tel/Fax : 06755 – 221419 9861431771 osmc.khurda@gmail.com
13	District Drug Warehouse C/O C.D.M.O, Baragarh Dist. Baragarh, Odisha Tel/Fax : 06646 – 232804 osmc.baragarh@gmail.com	14	District Drug Warehouse C/O C.D.M.O, Dhenkanal Dist. Dhenkanal, Odisha Tel/Fax : 06762 – 226423 9937657488 osmc.dhenkanal@gmail.com	15	District Drug Warehouse C/O C.D.M.O, Jharsuguda Dist. Jharsuguda, Odisha Tel/Fax : 06645 – 273104 osmc.jharsuguda@gmail.com	16	District Drug Warehouse C/O C.D.M.O, Koraput Dist. Koraput , Odisha Tel/Fax : 06852 – 250242 9439785966 osmc.koraput@gmail.com
17	District Drug Warehouse C/O C.D.M.O, Bhadrak Dist. Bhadrak, Odisha Tel/Fax : 06784 – 251866 osmc.bhadrak@gmail.com 9439861694	18	District Drug Warehouse C/O C.D.M.O, Ganjam At / P.O - Berhampur Dist. Ganjam, Odisha Tel/Fax : 0680 – 2225383 osmc.ganjam@gmail.com	19	District Drug Warehouse C/O C.D.M.O, Kalahandi At./ P.O-Bhawanipatna Dist. Kalahandi , Odisha Tel/Fax : 06670 – 233761 osmc.kalahandi@gmail.com	20	District Drug Warehouse C/O C.D.M.O, Kendrapada Dist. Kendrapada , Odisha Tel/Fax : 06727 – 232171 osmc.kendrapada@gmail.com
21	District Drug Warehouse C/O C.D.M.O, Malkangiri Dist. Malkangiri , Odisha Tel/Fax : 06861 – 230277 osmc.kandhamal@gmail.com	22	District Drug Warehouse C/O C.D.M.O, Rayagada Dist. Rayagada , Odisha Tel/Fax : 06856 – 222603 osmc.rayagada@gmail.com	23	Drug Warehouse C/O Supdt.V.S.S Medical college At. / P.O -Burla Dist - Sambalpur Tel/Fax : 0663 – 2430435 osmc.vssburla@gmail.com	24	Drug Warehouse C/O Director, Mental Health Institute, Cuttack
25	District Drug Warehouse C/O C.D.M.O, Mayurbhanj At / P.O - Baripada Dist. Mayurbhanj, Odisha Tel/Fax : 06792 – 252671 osmc.mayurbhanj@gmail.com	26	District Drug Warehouse C/O C.D.M.O, Sambalpur Dist. Sambalpur , Odisha Tel/Fax : 0663 – 2401843 8895226184 osmc.sambalpur@gmail.com	27	State Drug Warehouse in the campus of OSMCL, Convent Square, Bhubaneswar -III Tel/Fax : 0674-2380950/ 9338577670 osmc.cdsbbsr@gmail.com	28	District Drug Warehouse C/O C.D.M.O, Puri Dist. Puri , Odisha Tel/Fax : 06752 – 222124 7205236123 osmc.puri@gmail.com

29	District Drug Warehouse C/O C.D.M.O, Nuapada Dist. Nuapada, Odisha Tel/Fax : 06678 – 223346 9439695546 osmc.nuapada@gmail.com	30	District Drug Warehouse C/O C.D.M.O, Sundergarh Dist. Sundergarh , Odisha Tel/Fax : 06622 – 272201 9938077567 osmc.sundargarh@gmail.com	31	Drug Warehouse , C/O C.M.O, Rourkela Govt. Hospital, Rourkela Tel/Fax : 0661 – 2510739 9938959204 osmc.rgh@gmail.com	32	Drug Warehouse C/O Supt. M.K.C.G Medical College Berhampur Dist - Ganjam Tel/Fax : 0680 – 2292624 9938516670 osmc.mkcg@gmail.com
33	District Drug Warehouse C/O C.D.M.O, Nayagarh Dist. Nayagarh, Odisha Tel/Fax : 06753 – 252189 7873150565 osmc.nayagarh@gmail.com	34	District Drug Warehouse C/O C.D.M.O, Sonepur Dist. Sonepur , Odisha Tel/Fax : 06654 – 220209 9853122859 osmc.sonepur@gmail.com	35	Drug Warehouse , C/O Director,Capital Hospital, Bhubaneswar Tel/Fax : 0674 – 2391983, 2394602/8908362402 osmc.capitalhospital@gmail.com	36	Drug Warehouse , Suptd., SVP PGI, Cuttack Tel No.-7735176750 osmc.sishubhawan@gmail.com
37	District Drug Warehouse C/O C.D.M.O, Nabarangpur Dist. Nabarangpur, Odisha Tel/Fax : 06858 – 222057 9861353946 osmc.nawarangpur@gmail.com	38	Drug Warehouse , C/O Supdt. S.C.B Medical college Hospital, Cuttack Tel/Fax : 0671 – 2414080 /2414147/7873366494 osmc.scbmch@gmail.com	39	Drug Warehouse , C/O Director, AHRCC, Cuttack 7873366494 osmc.ahrcc@gmail.com		

TECHNICAL SPECIFICATIONS

RPR TEST KITS FOR SYPHILIS DETECTION

Bidders are required to mention "Comply"/ "Not comply" or specific information requested against each criteria of the following Technical Specification

PART A

Sl.	Specific Requirement:	Your Offer (Please fill-in) "Comply"/ "Not comply"
1.	A "Cold Chain indicator" is to be supplied with the kits with the following specification:	
i.	A cumulative time/temperature indicator should indicate the exposure to temperature in the range of 2-8 0C	
ii.	The cumulative time-temperature indicator technology used should be prequalified by WHO	
iii.	The indicator should change color uniformly, irreversibly and the rate of reaction should be predictable by appropriate kinetic	
iv.	The color change should have a well-defined start point and end point that can be correlated to the heat stability of the kit.	
2.	Bar-coding details should be as mentioned in the tender document.	

Requirements	Your Offer (Please fill-in)
RPR test kits for Syphilis detection	"Comply"/ "Not comply"
1. The indigenous RPR (Rapid Plasma Reagin) kits should have been manufactured under manufacturing licence issued by the State Licensing Authority under the Drugs and Cosmetics Act. The imported kits should have been imported under Import Licence issued by the DCG(I) under the Drugs and Cosmetics Act.	
2. The assay should allow for qualitative and semi quantitative determination of reagin antibodies in serum or plasma for sero-diagnosis of syphilis based on flocculation principle using non treponemal antigens.	
3. The assay should be suitable to perform with either serum or plasma	

4. The assay should have sensitivity of 80% or more in primary syphilis and a specificity of 90% or more	
5. The assay should be calibrated to WHO reference serum and the same should be supported by statements in kit insert and certificate fron	
6. The test should be able to yield results within 20 minutes.	
7. The pack size of RPR test kit should be 50 tests per kit	
8. The assay components should include positive and negative serum controls sufficient for conducting 20% of the tests (10% negative and 10% positive controls)	
9. The kit should have all essential accessories required for the test such as cards, droppers, applicator, etc. in adequate quantities for the number of tests to be performed.	
10. The kit should have more than 60% residual shelf-life or 10 months (whichever is more) at the time of dispatch to the consignee	
11. The kit should have a storage temperature of 2 0C to 8 0C and supplier/ local agent should have the facility to store kits at 2 0C to 8 0C	
12. Cumulative Time Temperature Indicator should be part of the kit as per specifications defined in the terms and conditions.	
13. Literature, detailing the components, methodologies, validity criteria, performance characteristics, storage conditions, manufacturing and expiry dates should be provided with each kit.	

Quality Testing

Sl.	Our Requirements	Your Offer (Please fill-in)
	III Details of Quality Testing mentioned in the tender document.	"Comply"/ "Not comply"
	After receipt, the consignee shall draw samples at random from the consignment and get them retested to satisfy whether the lots conform to the laid down specifications. In the event of the product failing to conform to specifications, the consignee shall reject that batch of supply and inform the supplier for arranging	

PART B

TECHNICAL SPECIFICATION – GENERAL

Sl.	Our Minimum Requirements	Your Offer (Please fill-
	TECHNICAL SPECIFICATION – GENERAL	"Comply"/ "Not comply"
1.	Product and Package Specifications	
1.1.	The required packing standards and labeling must meet the requirements given	
1.2.	Not only the Goods but also the packaging components should also meet specifications suitable for use in a climate similar to that prevailing in the country of the Purchaser. All packaging must be properly sealed and tampered- proof.	
1.3.	All labeling and packaging inserts shall be in the language requested by the Purchaser or English if not otherwise stated	
1.4.	Goods requiring refrigeration or freezing for stability must specifically indicate storage requirements on labels and containers and be shipped in special containers to ensure stability in transit from point of shipment to port of entry.	
1.5.	Upon award, the successful Supplier shall, on demand, provide a translated version in the language of the bid of the prescriber's information for any specific goods the Purchaser may request	
2.	Product Information	
2.1.	The following information will be required for each pharmaceutical product offered by the Bidder: i) International Non-Proprietary Name (INN), if applicable; ii) Brand Name (if it appears on label); iii) Name and address of the manufacturer; iv) Country of origin; and v) Compendia standards	
2.2.	Upon award, the supplier shall, on demand, provide a translated version in English, of the prescriber's information for any specific product, the Purchaser may request.	
2.3.	Failure to include any of this information, at the discretion of the Purchaser, may render the bid non-responsive.	

3.	Expiration Date	
3.1.	All products must indicate the dates of manufacture and expiry. In addition, unless otherwise stated in Part A of these Specifications, all products must arrive at the final consignee point with a remaining shelf life of at least five- sixths (5/6ths) of the total stipulated shelf life at the time of manufacture.	
4.	Recalls	
4.1.	If products must be recalled because of problems with product quality as a result of quality check carried out during the life span of the drug or adverse reactions to the pharmaceutical, the supplier will be obligated to notify the purchaser providing full details about the reason leading to the recall and shall take steps to replace the product in question at its own cost with a fresh batch of acceptable pharmaceuticals, or withdraw and give a full refund if the product has been take off the market due to safety problems.	
5.	Labeling Instructions	
5.1	The label for each Goods shall include: (a) the Purchasers logo and code number and any specific color coding if required (b) content per pack (c) instructions for use (d) special storage requirements (e) batch number (f) date of manufacture and date of expiry (in clear language, not code) (g) name and address of manufacture with license number (h) any additional cautionary statement	
5.2.	The outer case or carton should also display the above information	

6.	Details of Packing/Cases	
6.1.	All cases should prominently indicate the following: i) The generic name of the product; ii) date of manufacture and expiry (in clear language not code); iii) batch number iv)quantity per case.	
6.2.	No case should contain drugs from more than one batch.	
7.	Unique Identifier	
7.1.	The Purchaser shall have the right to request the Supplier to imprint a logo on the containers used for packaging and in certain dosage forms such as tablets and this will be indicated in Part A of the Technical Specifications. The design of such logo shall be provided to the supplier at the time of Contract award.	

Sl.	Our Minimum Requirements	Your Offer (Please fill-in)
	TECHNICAL SPECIFICATION – GENERAL	"Comply"/ "Not
8.	Qualifications of Manufacturer	
8.1.	The bidder shall furnish a certificate from the competent FDRA that the manufacturer of the pharmaceutical or vaccine product covered by this Invitation for Bids is licensed to manufacture these products.	
9.	Standards and Quality Assurance Requirements	
9.1.	All products must:	
(a)	Meet the requirements of manufacturing legislation and regulation of pharmaceuticals or vaccines in the country of origin;	
(b)	Conform to all the specifications contained herein	

(c)	Must undergo strict raw material inspection, in process checks, appropriate material handling to eliminate cross contamination (of molecules) and final product testing to ensure quality and consistency of the products.	
9.2.	The Bidder is required to furnish to the Purchaser:	
(a)	With each consignment, a certificate of quality assurance test results concerning quantitative assay, chemical analysis and other tests, as applicable to the product being supplied and Part A of these Specifications.	
(b)	Assay methodology of any or all tests if requested.	
(c)	Evidence of basis for expiration dating and other stability data on the offered package (as per climatic conditions prevalent in India) concerning the commercial final package upon request.	
(d)	Package integrity test results.	
9.3.	The Bidder will also be required to provide the purchaser with access to its manufacturing facilities to inspect its facilities, quality control procedures for raw materials, test methods, in-process tests, and finished Goods.	

THE PRODUCTS OFFERED ARE IN ACCORDANCE WITH THE SPECIFICATIONS AND REQUIREMENTS

YES NO

ANY DEVIATION MUST BE LISTED BELOW:

PART C - SPECIAL INSTRUCTION

Sl.	Our Requirements	Your Offer (Please fill-in)
	SPECIAL INSTRUCTIONS	"Comply"/ "Not comply"
1.	Each packing, inner carton and nested cartons to have the following words printed in red ink with bold letters. **"GOVT. OF ODISHA SUPPLY - NOT FOR SALE"**	

2.	Life of the product, indicating the date of manufacture and date of expiry should be printed as per Drugs & Cosmetics Act-India	
3.	Equivalency of Standards & Codes Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the Product to be furnished or tested, the provisions of the latest current edition or revision of the relevant standards or codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable	
4.	Packing Packing Instruction: Each unit package will be marked on two sides with proper paint/indelible ink, the following ; i) Programme: ii) Purchase Order No. : iii) Country of origin of Goods : iv) Supplier's Name and : v) Packing list reference number :	
5.	Each outer packing containing the unit packing should have the following label printed in bold letters in large size. i) Purchaser's Name: HEALTH&FAMILY WELFARE, Govt. of Odisha. ii) Programme: National Rural Health Mission, Odisha iii) Purchase Order No : iv) Country of origin of Goods v) Supplier's Name	

6.	Any other labeling requirement which the purchaser may ask at the time of approving the labeling samples	

BIVALENT RAPID DIAGNOSTIC TEST KIT

The Bivalent Rapid Diagnostic Test Kit (RDK) for malaria should comprise of test card/strips/cassettes and reagents including buffer solution in a dropping bottle.

The test Kit should be able to conduct the rapid diagnosis for both P. faciparum and P. vivax. The text should be based on the principle of capture of parasite antigen from blood using monoclonal antibodies specific for antigen targets. Each test Kit should contain all the material required for conducting the test including individually packed sterile lancets for pricking heparinized capillary tubes (diameter-1mm) with relevant markings and reaction tubes with stand/ wells and required. The required packing standards and labeling should meet the GMP standards. The manufacturer should have ISO certification. One should be able to perform the test with the blood taken by finger prick of the patients.

There should be evidence of sound product performance in the field. The sample products should be available for pre-purchase assessment. Technical support should be available for the product. Terms of replacement for products which fail initial QA tests should be clearly mentioned. Long-term viability of the manufacturer and adequate manufacturing capacity (to ensure continuous supply) should be there.

Temperature stability data: information on real- time stability for the lab products and accelerated stability for the lab products and accelerated stability for the purchased lot should be available. Packaging appropriate to the rate of

use of tests as advised by the NVBDCP should be made available. The package should be minimizing the storage in poor conditions and limit needs to split boxes for in-country distribution. Each batch of RDK should be tested during time of delivery to ensure sensitivity and specificity (as suggested by the technical expert group) as follows:

A: For Pf: sensitivity and specificity should be minimum 95% at parasite density level of 200 asexual parasites/ul of blood.

B: For PV: Sensitivity: ☐ 75% at density of 200 parasites/ul. Specificity: 90% Type of RDT –Only Histidine-Rich Protein 2 (HRP2) and parasite lactate dehydrogenase (PLDH) based RDTs to be used and not aldolase based ones.

B. CONTENT OF KIT:

Each kit should be hermetically sealed and non-permeable pouch and should have moisture absorbent material. 10 such test cards (cassette) should be packed in a box containing the reagents and the test plates. Adequate literature detailing the components, methodologies, validity criteria.

Storage conditions, expiry dates and limitations of test should be provided. The small box should be packed in bigger cardboard cartoon containing 5 such small boxes. The carton should be sealed with a sealing tape.

C. SHELF LIFE:

Shelf life from manufacturing day to expiry date should be at least 2 years and it should not pass more than 1/6th of their effective life from the date at the time, the material is offered for inspection. Losses due to premature deterioration as a result of biological and other activities during the life of potency of the Rapid Diagnostic Test kits will be made good by the firm at their cost.

D. QUALITY ASSURANCE:

The product should be complied with ISO 13485.

E. MARKING /LABELING:

(i) Each card (cassette) should have space for patients particulars and date of the test

(ii) The large cartoon (containing 5 small boxes) and small box (containing 10 tests) should have the following markings.

a. Name of the test
b. Lot number
c. Manufacturing and expiry date
d. Name of the manufacturer with address
e. Details of the content
f. Storage conditions
g. Handling procedures
h. Disposal instruction for the box and its contents
i. Govt. of Odisha Supply – NOT FOR SALE

F. Details regarding approval of license

(i) Manufacturing and Marketing License for manufacturing of Rapid Malaria Diagnostic Kits should have been obtained from the concerned Regulatory authority in the country by the manufacturer.

(ii) The Bidders must submit scientific study report in support of their claim of sensitivity and specificity of the offered product from an institution recognized for the purpose. RDK should be stable up to 400 C. Claim should be supported by actual shelf life studies.

(iii) Reports of proven performance of the offered product in conditions similar to Indian field conditions (room temperature up to 400 C) with certification of

no adverse report for the offered product from the end users during the last five years must be submitted with the bid.

(iv) The Bidders must submit a sample of their product (for example as two kits to Procurement Agent for assessment of user friendliness by Procurement Agent.

(v) Recommended condition for storage (e.g. room temperature) and shelf life should clearly be mentioned on the label of RDK.

G. Shipping from manufacturers

Before shipping: The manufacturer contacts consignees with details of airway bill numbers, airline carrier, flight number, numbers of containers, expected arrival time. These details should be sent by email and followed up by fax.

The shipper (air carrier) is notified of temperature storage requirements by the manufacturer in writing and by clear markings on cartons and related documents. (Stowage of the shipment close to the skin of some aircraft may result in freezing.)

The manufacturer initiates shipment only when the consignee confirms the shipping notification is received.

Consignees then arrange to have customs agents or other personnel on site to receive materials. Shipments are moved immediately to moderate temperature storage (less than 30°C if possible). Avoid leaving materials on airport tarmacs, in customs sheds, or in vehicles.

H. Ground transportation: Ground transportation during any stage of delivery is carried out without delay and with attention to ambient temperature while the vehicle is moving and if parked. Avoid leaving RDTs in vehicles parked in the sun.

Technical Specifications of Treponemal-specific Rapid (Point-of-Care) Diagnostic Test for Syphilis

The assay should have solid phase coated with synthetic or recombinant type of Treponema Pallidum antigens.

The assay may be based on any of the rapid test principles:

- (Immunoconcentration /Dot blot immunoassay (vertical flow), dip stick and comb assay.
- The assay should quantitatively detect total anti-treponemal antibody (IgG and IgM) in whole blood, serum or plasma for serological diagnosis of syphilis in all stages of infection.
- The assay should have an in-built positive and negative control for testing the validity of the test kits.
- The assay should have reactive and non-reactive controls with each kit in adequate volume (minimum 10% of pack size).
- The kit should have 5/6th of the shelf life or 12 months before expiry (whichever is more) at the time of receipt by the consignee.
- Adequate literature detailing the principle, components, methodologies, validity criteria, bio-safety, performance characteristics, storage conditions, limitation of assay, manufacture and expiry dates and methods of disposal should be provided with each kit.
- The imported rapid kit should have approval of the statutory authority in its country of origin. The imported kits should have been registered and licensed in India by the Central Drugs Standard Control Organization (CDSCO).
- In case of indigenous manufacturers they should have a valid licence issued by the competent authority defined under Drugs and Cosmetics Act, 1940, after appropriate evaluation by the centers approved by the CDSCO.
- The assay should have sensitivity of 90% or more and specificity of 95% or more and the same should be supported by statements in kit insert and certificate from National Institute of Biological Sciences.

- The assay should be calibrated to WHO reference serum and the same should be supported by statements in kit insert and certificate from the manufacturer.

Screening for Syphilis during Pregnancy

The manufacturer should ensure the following:

- The test should be packed such that there is a provision to conduct single test at a time.
- The pack size of test kits should be in 50 (for peripheral health levels) and 100 tests per kit (for secondary and tertiary health care level) but not more than 100 tests per kit.
- The manufacturer/authorized agent should ensure maintenance of cold chain during storage and transport of kits at 2°C to 8°C.
- Total procedure time should not be more than 30 minutes.
- The test kit should be supplied with micro pipette of 1 micro liter volume.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

5.1 Time Limits Prescribed

Sl. No	Activity	Time Limit
5.1.1.	*Delivery period*	**70(seventy)days** from date of issue of Supply Order.
5.1.2	*Submission of Performance Security .*	**15 days** from the date of issue of Letter of Intent.
5.1.3	*Time for making payments by Tender Inviting Authority*	*The payment will be in three phases i.e. 40%, 70% and 100% of the total supply value against the purchase order. In each phase the payment will be completed within 60 days from the date of delivery.*

5.2 Pre qualification of Bidders:

5.2.1 Bidder shall only be a manufacturer having valid own manufacturing license/loan license / direct importer holding valid import license with product registration certificate issued by the Drugs Controller General of India.

a) In case of manufacturer, it shall have a valid manufacturing drug license or duly acknowledged renewal application with old license issued by the State Licensing Authority / Central Licensing Approving Authority (wherever applicable).

b) In case of importer, it should have a valid import license and product registration certificate issued by the Drugs Controller General of India.

c) In case of non-drug item(s) the bidder shall have a manufacturing license/ import export certificate (IEC) with an under taking/Self declaration in his letter pad that the item(s) quoted by the bidder is/are non-drug item(s).

5.2.2 In case of manufacturer, it shall have valid GMP certificate as per Revised Schedule M of Drugs & Cosmetics Rule 1945 / COPP (Certificate of Pharmaceutical Products) / WHO GMP certificate issued by the concerned licensing authority.

5.2.3 In case of imported item, WHO GMP (of Manufacturer) /COPP shall be submitted.

Note: Valid certificate mean the certificates should be valid on the date of opening of technical bid.

5.2.5 Distributors / Suppliers / Agents / C&F Agents / C&A Agents are not eligible to participate in the tender on behalf of any company.

5.2.6 Bidders (manufacturer) shall have a minimum turnover of:

Rs. 50 Crs or more in each year during last (3) three financial years in India for the items from Sl. No. **1** to Sl. No. **14**, **Rs.15 Crs** or more in each year during last (3) three financial years in India for the items from Sl. No. **15** to Sl. No. **46**, **Rs. 10 Crs** or more in each year during last (3) three financial years in India for the items from Sl. No. **47** to Sl. No. **73 and Rs. 2 Crs** or more in each year during last (3) three financial years in India for the items from Sl. No. **74** to Sl. No. **82** as per Section IV. Last three financial years means either for 2012-13, 2013-14 and 2014-15 or 2013-14, 2014-15 and 2015-16.

"In case of **Importers** they shall have a minimum turnover of **Rs. 10 crs** or more in each year **during** last **3(three)** financial years". However, this is not applicable for the items from Sl. No. **74 to 82**.

(Provisional statement of account shall not be considered).

The proof of turnover is to be furnished in the **format T6** certified by the Chartered accountant & **supported** by **audited** financial statements.

5.2.7 The bidder must be registered under CST Act or Odisha VAT Act.

5.2.8 (a) Bidder / manufacturer who has been blacklisted / debarred/banned by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services (Odisha) and or convicted by any court of law due to (a) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (b) Submission of fake or forged documents (c) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of blacklisting / debarment/ Banned. Bidder / manufacturing unit which has been blacklisted / debarred/banned by OSMC for any reasons can't participate in the tender during the period of blacklisting / debarment/banned.

(b) Any bidder who has been convicted by a competent court of law for supplying (NSQ/ Spurious/ Adulterated/ Misbranded etc.) drugs within a period of last 3 years from the date of floating of tender shall not be eligible to participate in the tender.

5.2.9 Bidder should have experience in supplying quoted item/Same Molecule of Similar Dosages form as per tender specification to the State or Central Government or Government Hospitals / Corporate Hospitals / PSU Hospitals / Municipal Hospitals / Pvt. Hospitals in India / UN agencies / Authorized agency of the State / Central Govt. / PSU/Open Market Supply as a manufacturer or otherwise during the last **3(three)** years. This would not apply to new drugs. A certificate from the Drug Controller General (India) shall be required for all new drug formulations to this effect in From-46 for exemption.

5.2.10 Bidder should have at least **3 (three)** years market standing for the quoted item(s) as per tender specification (In Format T8 / Market standing certificate issued by the licensing authority to establish the **3** years market standing of for the quoted item(s) as per tender specification). This certificate is not applicable for non- drug items.

5.2.11 Non Conviction certificate issued by the licensing authority of the state that the manufacturers/importer have not been convicted under the provision of D&C Act 1940 and Rules thereof by any court of law in contravention to the above Act & Rules.

5.2.12 the bidder have to submit the EMD (s) & the Bid document cost as mentioned in Section-III.

5.3 Form "C" shall not be issued by the Tender Inviting Authority. Therefore, if the bidders are quoting CST, they shall indicate the amount of CST as applicable without Form "C" in the relevant price schedule format (BOQ).

SECTION VI

GENERAL CONDITIONS OF CONTRACT

6.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

Section I: Instruction to Bidders

Section II: General Definition & Scope of Contract.

Section III: Tender Schedule

Section IV: Schedule of Requirement and list of warehouse for door delivery.

Section V: Special Conditions of Contract

Section VI: General Conditions of Contract

Section VII: Technical Specifications

Section VIII: Formats for bidder for Submission of Bid (Technical Bid)

Section IX: Annexures [Formats for the successful bidder (Supplier) after finalization of bid]

6.2 Bid Document:

6.2.1 The detailed technical specifications and terms and conditions governing the supply and quality related matters are in the "Bid Document".

6.2.2 The bid document shall be made available in the website *www.osmcl.nic.in* and **https://tendersodisha.gov.in** for downloading. Bidder shall submit Bid Document cost (mentioned in Section III) as described in clause 6.5 and non submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

6.2.3 The documents shall be submitted online through the e-Tender portal https://**tendersodisha.gov.in** Bidders have to enroll themselves in the e-procurement portal and digital signature certificate is required.

6.2.4 The **general guidelines** on **e-Tender** process is as mentioned below :

6.2.4.1 Bidders should have a Class II or III Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Controller of certifying agency (CCA). Once, the DSC is obtained, bidders have to **register** in the **e-procurement portal https://tendersodisha.gov.in** for participating in this bid. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.

6.2.4.2 Bidders may contact e-Procurement support desk of OSMCL over telephone at 0674 – 2380660 & 2380950, or State e-Procurement cell help desk 1800-3456765, 0674-2530998 for assistance in this regard.

6.2.4.3 The e-Tender process comprises the stages viz. downloading the bid document, pre-bid meeting (as applicable to each bid), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids for the technically qualified bidders.

6.2.4.4 **Payment of Bid Document Cost & EMD**:

The **details of payment of document cost & EMD** is mentioned at clause 6.5

6.2.4.5 The details of documents (in PDF format) for online submission of technical bid is mentioned at clause 6.17

6.2.4.6 The blank price bid format should be downloaded and saved on bidder's computer without changing file-name (otherwise price bid will not get

uploaded). The bidder should fill in the details in the same file and upload the same back on the website.

6.2.4.7 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. However statutory taxes & duties will be paid as per prevailing rates. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

6.3 Responsibility of Verification of Contents of Bid Document:

6.3.1 The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Bid Document'.

6.3.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

6.4 Guidelines for Preparation of Bid

6.4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid and OSMCL, hereinafter referred to as "Tender Inviting Authority", will in no case be responsible or liable for these costs, and regardless of the conduct or outcome of the bidding process. The **documents to be submitted** online is mentioned in clause 6.17.

6.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, shall be signed by the authorized person(s) along with the stamp of the bidder.

6.4.3 Language of Bid:- The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.

6.4.4 The bid (in English Language only) for the supply of items mentioned in Section IV shall be submitted along with detailed specifications.

6.4.5 The documentary evidence regarding past performance shall be submitted along with the Bid shall be produced duly attested by the bidder on every page and serially numbered. Any interlineations, erasures or over writing shall be valid only if they are initialled by the person (s) signing the offer.

6.4.6 Bidder shall submit a **declaration letter** as per Format T5 signed by the bidder or the authorized representative and shall enclose it as part of the technical bid as a proof of having read and accepted the terms and conditions of the bid document.

6.4.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

6.4.8 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority (*www.osmcl.nic.in*). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.

6.4.9 Any clarification on the e-Tender procedure shall be obtained from OSMCL and the contact numbers are 0674 - 2380660 & 2380950.

6.5 Payment for e-Tenders (Bid document Cost & EMD)

6.5.1 The **bid document cost and EMD** shall be paid by the bidder in the following manner through the e-Tender system:

1. The **Bid document fee/EMD** shall have to be furnished in shape of **Demand Draft (DD)/Bankers Cheque(BC)** from any nationalized/scheduled bank in India in favour of Odisha State Medical Corporation Ltd., payable at **Bhubaneswar**.

   The **EMD** shall also be furnished in Shape of **Bank Guarantee (BG)** from any of the nationalized/scheduled bank in India as per the format mentioned in the Annexure-IV. (The Bank Guarantee should be in Favour of Odisha State Medical Corporation Ltd., payable at Bhubaneswar. However, BG submitted in format other than Annexure IV will be liable for rejection.

2. The bidder has to furnish the **scan copy** (in PDF format) of the Demand Draft (s) / Bank Guarantee/ Bankers Cheque along with

other required document of technical bid through online submission on or before the due date & time of submission of technical bid.

3. However, the **original instrument** of the bid document cost & EMD(s) in a sealed envelope must reach the Tender Inviting Authority by post / courier after the closing date of online bid submission and within the date and time of opening of online technical bid, failing which the bid shall be rejected. The sealed envelope containing the bid document cost & EMD should be clearly superscripted as: **Bid document cost & EMD, Bid Reference No. and the name of the bidder**.

6.6 Bid Document Cost

6.6.1 The bidder has to submit the bid document cost as mentioned in Section–III and non-submission of Bid Document Cost as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round.

6.6.2 All bidders shall pay bid document cost as per the instructions provided in clause 6.5. Bidders are **liable to pay bid document cost** even if any relaxation is allowed in EMD.

6.7 Earnest Money Deposit (EMD):

6.7.1 The amount of the EMD(s) to be submitted **per item** is mentioned at Section III and Non- submission of EMD as mentioned in Section III shall be one of the primary reasons for rejection of the offer in the first round. In case of EMD in shape of BG the validity of BG Shall be valid upto **20/12/2017.**

6.7.3 Only **Local MSMEs** registered in **Odisha** with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, NSIC are exempted from submission of EMD, subject to submission of the valid registration certificate from the concerned authority.

6.7.4 None of the bidders other than those specified in clause 6.7.3 , are exempted from the remittance of EMD.

6.7.5 EMD of unsuccessful bidders will be discharged/ returned within 15 days of price bid finalisation.

6.7.6 The successful bidder's EMD will be discharged after furnishing the prescribed performance security.

6.7.7 No interest will be paid for the EMD submitted.

6.7.8 The EMD will be forfeited, if a bidder;

6.7.8.1 Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated documents.
6.7.8.2 Withdraws bid after the opening of technical bid;
6.7.8.3 Fails to furnish performance security within 15 days of issuance of Letter of Intent.

6.8 Deadline for Submission of Bid

6.8.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date & time for online submission.

6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

6.9 Modification and Withdrawal of Bids

6.9.1 The bidder can modify or withdraw bids submitted online before the last date & time of online submission.

6.10 Period of Validity of Bid

6.10.1 The bid must remain valid for minimum 180 days (six months) from the date of opening of bid. A bid valid for a shorter period shall be rejected by the Tender Inviting Authority as non-responsive.

6.10.2 The bidder can't withdraw their bid within the bid validity period and also after issuance of Supply order for any of the agreed items.

6.10.3 Withdrawal or non-compliance of bid terms and conditions after the issuance of Supply Order will lead to blacklisting/debarring of the successful bidder.

6.11 Rejection of Bids:

6.11.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in Clause 5.2 of Section V

6.11.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including technical specification, factory inspection, furnishing of relevant document as per the satisfaction of Tender Inviting Authority.

6.12 Notices

6.12.1 The Tender Inviting Authority shall publish the following information on its website or e-Tender portal at the appropriate time as part of ensuring transparency in the bid process;

6.12.1.1 The bid notices, documents, corrigendum, addendum etc if any.

6.12.1.2 Amendments to the bid conditions, if any, especially after the pre-bid meeting.

6.12.1.3 Results of the responsiveness of the technical bids and minor infirmities/clarifications sought.

6.12.1.4 List of bidders qualified, reasons for rejection of unqualified bidders.

6.12.1.5 Results of the demonstration of the items (if required), reasons for rejection and provisional list of bidders qualified for price bid opening.

6.12.1.6 Final List of technically qualified bidders.

6.12.1.7 Summary of Online price bid opening

6.12.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract

6.12.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

6.13 Other Terms and Conditions

6.13.1 Specifications and Standards:- The Goods & Services to be provided by the successful bidder under this contract shall conform to the specifications and quality control parameters mentioned in Section IV.

6.13.2 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, Sales Tax, Customs Duties etc.

6.13.3 In the event if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

6.14 Pre-Bid Meeting

6.14.1 A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.

6.14.2 Date of pre-bid meeting is mentioned in Section III.

6.14.3 Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process.

6.14.4 It is an opportunity for the prospective bidder to obtain all the details about the bided items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.

6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution/funding agency, so as to make amendments in the bid document on the basis of expert advice.

6.14.6 Failure to attend the Pre-bid meeting will not be a disqualification, but a loss of opportunity for the prospective bidders to understand about the items bided and the bid conditions.

6.14.7 Filled up Bids (**Online Submission**) will be accepted only **after** the date of pre-bid meeting.

6.15 Amendment of Bid Documents:

6.15.1 At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal and OSMCL website.

6.15.2 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to each bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/general notices/amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

6.16 Submission of Bid

6.16.1 The bids are to be submitted **on-line** in two parts in the e-Tender portal. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.

6.16.2 **PART-I as TECHNICAL BID** shall be submitted **on-line only** in the e-Tender portal with all the required documents as mentioned in **clause 6.17.**

6.16.3 **PART II as PRICE BID** (in the required Format) shall be submitted **online only**. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e-Tender portal and the bidders shall quote the prices in the respective fields before uploading it. All **white** areas of BOQ file shall be filled by the bidder. The **gray areas** of BOQ shall not be modified/ edited by the bidder. The Price bids submitted in **any other formats** will be treated as **non-responsive**. Multiple price bid submission by bidder shall lead to cancellation of bid.

6.16.4 The bidder should **check** the **system generated confirmation statement** on the status of the submission.

6.16.5 **SIGNING OF BID**

The bidder shall sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the EMD/Bid Security shall stand forfeited & his/her name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

6.16.6 SECURITY OF BID SUBMISSION:

6.16.6.1 All bid uploaded by the bidder to the e-procurement portal will be encrypted.

6.16.6.2 The encrypted bid can only be decrypted / opened by the authorised openers on or after the due date and time.

6.16.7 RESUBMISSION AND WITHDRAWAL OF BIDS:

6.16.7.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

6.16.7.2 Resubmission of bid shall require uploading of all documents including price bid a fresh.

6.16.7.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

6.16.7.4 The Bidder can withdraw it's bid before the closure date and time of receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

6.16.7.5 The bidder should avoid submission of bid at the last moment to avoid inconvenience.

6.16.8 The details of the documents to be uploaded **online** are mentioned in **Clause 6.17.**

6.17 List of Documents in Bid Submission

The list of documents (**Scanned documents** to be **uploaded online** in P**DF format**) as a part of Technical Bid (PART I) is as mentioned below:

6.17.1 Bid Document cost [(Scanned copy of the instrument in PDF)]

6.17.2 Earnest Money Deposit (s) [Scanned copy of the instrument in PDF)]

[**Original instruments** of the bid document cost & EMD(s) in a sealed envelop must reach the Tender Inviting Authority by post / courier after the closing date of online bid submission and within the date and time of opening of online technical bid, failing which the bid shall be rejected]

6.17.3 Format – T1 (Check List)

6.17.4 Format – T2 (Details of Items quoted)

6.17.5 Format – T3 (Details of EMD submitted)

6.17.6 Format – T4 (Details of Bidder)

6.17.7 Format – T5 (Declaration Form)

6.17.8 Format – T6 (Annual Turnover Statement by Chartered Accountant)

6.17.9 Copies of the annual audited statement / Annual Report for 2012-13, 2013-14 & 2014-15 or 2013-14, 2014-15 & 2015-16 (Provisional statement of account shall not be considered).

6.17.10 Format–T7 (**Performance Statement** during the last three Years).

6.17.11 Format–T8 (Market Standing Certificate) / Market Standing certificate in the format of the drug licensing authority. Not applicable in case of non-drug items.

6.17.12Format – T9 (Declaration for compliance of GMP).

6.17.13 Photo copy of valid manufacturing license /Loan License / Import license for each quoted product by the drug licensing authority.

6.17.14 Valid Drug Endorsement for each quoted product / Product registration certificate (In case of Importer)

6.17.15 Valid up-to-date Good manufacturing practice certificate as per revised schedule-M (GMP) / COPP Certificate by the drug licensing authority

6.17.16 Valid up-to-date WHO GMP / COPP certificate/ equivalent (in case of importer) by the drug licensing authority

6.17.17 Non Conviction certificate issued by the licensing authority

6.17.18 Copy of ISO/BIS/ any other Certificate (if any)

6.17.19 Copy of the VAT 612 Clearance / CST registration certificate

6.17.20 Copy of PAN

6.17.21 Copy of IT Returns of the financial years 2012-13**,** 2013-14 and 2014-15 or 2013-14,2014-15 and 2015-16.

A **Copy of the all the above documents** uploaded in the **technical bid** shall **also to be submitted** along with the original EMD document & Tender document Cost after the closing date of online bid submission and within the date and time of opening of online technical bid, failing which the bid shall be rejected. However, the copy of all documents to be submitted should be **exactly the same** as **uploaded** in **e-tender portal**. Copy of the documents to be submitted shall be only for the purpose of clarity / better visibility of the documents uploaded in case of any scanned documents uploaded (like product catalogues/ information's/ Certificates etc.) is not clear. In that case, the documents shall be considered for evaluation **if the scan copy of the same is uploaded**.

Note: No price information to be furnished in the Technical bid.

6.18 Opening of Technical Bid

6.18.1 The technical bid opening is **online**. The date of technical bid opening is published in advance. The date of opening of price bid will be decided who qualify in the technical bid evaluation and shall be informed in advance.

6.18.2 The **on-line opening** of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. Bidders or his/her representative may not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.

6.18.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.

6.18.4 In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.

6.18.5 The bidder shall be **responsible** for **properly uploading** the relevant documents (in the format specified) in the **e-Tender portal** in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line bid.

6.18.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid, Technical Evaluation and sample verification of the item(s) offered.

6.19 Evaluation of Bid

6.19.1 The Evaluation will be done by Tender Evaluation Committee.

6.19.1.1 The documents submitted as part of the technical bids shall be scrutinized by a Tender Evaluation Committee duly appointed.

6.19.1.2 The Tender Evaluation Committee may also verify the veracity of claims in respect of the known performance of the item(s) offered, the experience and reputation of bidder in the field, the financial solvency etc.

6.19.1.3 The decisions of the Tender Evaluation Committee on whether the bidders are responsive or non-responsive or requiring clarifications will be published.

6.19.2 The details of price bid evaluation is mentioned at Clause No. 6.23

6.20 Invitation of Representations/ Objections/ Complaints against the bids received:

6.20.1. Having given opportunity to the bidders in writing either through E-mail or post for clarification of the points raised by the Tender evaluation committee on the bids submitted, the tender inviting authority shall receive any representation, objection or complaint as the case may be from general public including those who have participated in the tender within a period of **7** days from the date of opening of online technical bid.

6.20.2. The Representations/ Objections/ Complaints shall be duly notarised and accompanied by credible and foolproof evidence.

Note: ***Credible and fool proof evidence means, a certified copy of the order if it is a court case. If otherwise blacklisted, banned or de-recognized for any specified period, such order must appear in the website or accompanied by an authenticated copy of the order to that effect.***

6.20.3 Thereafter the tender evaluation committee shall finalize the Representations / Objections/ Complaints giving opportunity of personal hearing to both the parties, if necessary.

6.20.4. After finalizations of Representations/ Objections/ Complaints in the manner as provided above, the tender evaluation committee with the approval of the tender inviting authority shall notify the list of bidders technically qualified.

6.20.7. No Representations/ Objections/ Complaints shall be entertained, if it is not filed within the meaning and scope of clause 6.20.1 above and any such Representations/ Objections/ Complaints received thereafter shall be summarily rejected.

6.21 Sample Verification of the item(s):

6.21.1 Before opening of the Price Bid, the sample of the item(s) submitted if any as per Section-IV for the technically qualified bidders (based on document submitted) shall be verified by the technical committee of the tender inviting authority in order to verify the quality standard as asked in the technical specification.

6.21.3 Failure to submit the samples before the stipulated date of sample submission will lead to automatic rejection of the bid and the price bid of such bidders shall not be considered for opening of Price bids.

6.21.4 The Tender Inviting Authority's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by Tender Inviting Authority's inspector during sample verification as mentioned above.

6.22 Price Bids Opening

6.22.1 The opening of the price bid shall be done online by the Tender Inviting Authority or his authorized representative and only the Price Bids of those firms qualified in the detailed scrutiny and evaluation of the Technical bid and sample verification, conducted by the Technical Committee/Tender Inviting Authority shall be opened in the second round.

6.22.2 Price Offered shall be in **Indian Rupees**.

6.22.3 Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.

6.22.4 There shall also be no hidden costs.

6.22.5 Bidder shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:

6.22.5.1 Basic Price: Basic unit price [Price per **each** Tab./ Vial / Amp. /Kit (as the case may be) and not unit Pack] should include the cost of **all accessories** which includes excise duty / customs duty, packing, insurance, forwarding /transportation (door delivery) & **excludes OVAT/CST/entry tax**.

6.22.5.2 Sales Tax (CST or OVAT): Applicable Sales Tax (CST or OVAT) shall be quoted in this column in numeric values (If the field is left blank, value will be taken as zero). **Form "C" shall not be issued by the Tender Inviting Authority.** Therefore, if the bidders are quoting CST, they shall indicate the % of tax as applicable without Form "C" in the relevant price schedule format.

6.22.5.3 The bidders shall offer the price which shall be inclusive of all the accessories (if any) mentioned in the technical specification under Section IV.

6.23 Price Bid Evaluation

6.23.1 The quoted rate should include excise / customs duty, transportation, insurance, packing & forwarding or any other incidental charges for door delivery at the warehouses & excludes OVAT/CST/entry tax.

6.23.2 In case of bidders who have quoted CST (firms not registered under Odisha VAT), CST as mentioned in the Price Bid by the bidder shall be added to the quoted rate for price evaluation.

In case of bidders who have quoted OVAT (firms registered under Odisha VAT), VAT as mentioned in the Price Bid by the bidder shall be excluded for price evaluation.

6.23.3 Entry Tax will not be considered for price evaluation.

6.23.4 **Price preferences** to eligible **local Micro & Small Enterprises (MSMEs)** of **Odisha** will be given as mentioned below:

Local Micro & Small enterprises and Khadi & Village industrial units including coir, handloom and handicrafts will be entitled for a price preference of **10%** vis-a-vis local Medium and Large Industries and Industries outside the State (Odisha).

Any local MSMEs having valid ISO / ISI certification for their product will get an additional price preference of **3%**.

6.23.5 As per the Govt. of Odisha Finance Dept. Order No. 13290/F dt.02.04.2013, "in comparing the cost of an article, if purchased from within the State with the price of similar article if purchased from outside the State, the amount of Odisha Sales Tax (OST) now OVAT shall be deducted from the total cost since it accrues back as revenue to the State. If after such deduction, the cost of articles to be purchased within the State is not more than the cost of including Central Sales Tax, transport and other charges of similar articles from outside the State, it would be economical to purchase articles within the State".

6.24 Award of Contract

6.24.1 Criteria:-The contract will be awarded to the **lowest evaluated responsive bidder** qualifying to the final round after scrutiny of the technical bids and sample verification of the item (s) if any, i.e. after price bid opening. However, for Bulk item (s) to be decided by Tender Inviting Authority, the L2 (in some cases L2, L3 or any other ranking bidders) may be asked through negotiation to match with the L1 price for supply of the item (s). For which, the total quantity will be divided between the L1 and L2/L3 in (60:40) % or (70:30) %. MD, OSMCL reserves all rights regarding the decision of division of the total order quantity.

6.24.2 Variation of Quantities at the Time of Award/ Currency of Contract:-At the time of awarding the contract, the Tender Inviting Authority reserves the right to increase or decrease the quantity of goods and services mentioned under **Cl. 4.1** (rounded off to next whole number) without any change in the unit price and other terms & conditions quoted by the bidder.

6.25 Notification of Award/Letter of Intent (LOI)

6.25.1 Before expiry of the bid validity period, the Tender Inviting Authority will notify the successful bidder(s) in writing, by registered / speed post or by email (to be confirmed by registered / speed post / email immediately afterwards) that its bid for accessories, which have been selected by the Tender Inviting Authority, has been accepted, also briefly indicating there in the essential details like description, specification and quantity of the goods & services and corresponding prices accepted. This notification is undertaken by issuing a Letter of Intent (LOI) by the Tender Inviting Authority.

6.25.2 The successful bidder(s), upon receipt of the LOI, shall deposit the prescribed performance security within **15 (fifteen)** days, failing which the EMD will be forfeited and the award will be cancelled.

6.25.3 The Notification of Award shall constitute the formation of the Contract.

6.25.4 Signing of Contract

6.25.4.1 The successful bidder shall execute an agreement in a format which will be provided to the successful bidder along with the LOI for ensuring satisfactory supply and after sales support.

6.25.4.2 The successful bidder shall submit the bank guarantee in the format as per Annexure IV, or a demand draft as a performance security prescribed under cl.6.27.

6.25.4.3 Promptly after notification of award, within ten days from the date of the letter of intent, the successful bidder shall execute the contract (as per agreement) on Rs.100/- stamp paper purchased in the name of the successful bidder, duly signed and dated, to the Tender Inviting Authority by registered / speed post or in person.

6.25.4.4 Assignment:-The Successful bidder shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with the Tender Inviting Authority's prior written permission.

6.25.4.5 Sub Contracts:- The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

6.25.4.6Modification of contract:- If necessary, the Tender Inviting Authority may, by a written order given to the successful bidder at any time during the currency of the contract, amend the contract by making alterations and modifications within the general scope of contract in any one or more of the following:

6.25.4.6(I) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,
6.25.4.6(II) Incidental services to be provided by the successful bidder,
6.25.4.6(III) Place of delivery and
6.25.4.6(IV) Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

6.25.4.7 In the event of any such modification/alteration causing increase or decrease in the cost of goods and services to be supplied and provided, or in the time required by the successful bidder to perform any obligation under the contract, an equitable adjustment shall be made in the contract price and/or contract delivery schedule, as the case may be, and the contract amended accordingly.

6.25.4.8 If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority/User Institutions, the successful bidder shall convey its views to the Tender Inviting Authority/user institutions within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority's/User Institution's amendment / modification of terms of the contract.

6.26 Performance Security

6.26.1 There will be a performance security deposit amounting to **5 %** of the total purchase value with respect to the approx. Quantity of purchase as per Section-IV, as mentioned in Section III excluding taxes, which shall be submitted by the successful bidder(s) to the Tender Inviting Authority within **15 days** from the date of issuance of LOI.

In case of successful bidders pertaining to Local MSEs registered in Odisha with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, OSIC, NSIC shall be required to furnish **25%** of prescribed performance security excluding taxes as mentioned in Section III.

6.26.2 The performance security in the shape of a Demand Draft or Bank Guarantee in the prescribed format as per Annexure V. However BG submitted in format other than Annexure V will be liable for cancellation of Purchase Order.

6.26.3 Upon receipt of performance security, the Tender Inviting Authority shall issue the Supply Orders containing the terms and conditions for the execution of the order.

6.26.4 Failure of the successful bidder in providing performance security mentioned in Section III in time shall make the bidder liable for forfeiture of its EMD.

6.26.5 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:

6.26.5.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bankers Cheque or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form (Annexure V) as provided in this document endorsed in favour of the Tender Inviting Authority.

6.26.5.2 In the event of any failure /default of the successful bidder with or without any quantifiable loss to the government, the amount of the performance security is liable to be forfeited.

6.26.5.3 In the event of any amendment issued, the successful bidder shall, within ten **(10) days** of issue of the amendment, furnish the corresponding amendment to the Performance Security (as necessary), rendering the same valid in all respects in terms of the contract, as amended.

6.26.5.4 Tender Inviting Authority will release the Performance Security without any interest to the successful bidder on completion of the successful bidder's all contractual obligations. The performance security (in case of Bank Guarantee) shall remain valid for a period of minimum **(2) two** years from the date of LOI or latest expiry date of the batch (es) of a particular item, whichever is later.In case of Demand Draft it should remain up to the latest expiry date of the batch (es) of particular item(s).

6.26.5.5 The Bank Guarantee submitted in place of DD shall be in the prescribed format (Annexure V); Bank Guarantee in no other form will be accepted and will lead to rejection of bids.

6.28 Supply Conditions

6.28.1 The tender inviting authority may place the supply order in a phased manner during the rate contract period. The Purchase orders will be issued through E-mail and subsequently the hard copies will be sent through Post/ Courier. And it should be acknowledge with return mail with in 7 days.

6.28.2 (a) The successful bidder shall have to supply the item(s) within the **stipulate period (70 days as mentioned in Clause 5.1.1)**, at the warehouses/ Supply points as mentioned in Section IV - Schedule of Requirement.

(b) In case of vaccines, serum, immunoglobulin, blood products like human coagulation factors VII, VIII, IX, etc., which requires quality clearance of the item(s) from CRI Kasauli/ NIB Noida/ Govt. Statutory Laboratories, the items will be accepted based on the above mentioned lab test report only within **90 days** from issue of purchase order.

(c)In case of emergency, however the limit will be fixed by MD, OSMCL.

6.28.3 In case the supplied item(s) not delivered within the stipulated delivery period, the Tender Inviting Authority shall deduct **Liquidated Damage (LD) charges** as per the bid conditions specified in **clause 6.39.5**

6.28.4 The successful bidder(s) will arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all necessary charges incidental till it is reached in the User Institution. It shall be ensured by the supplier that the item(s) arrive at the destination(s) in good condition within the delivery period mentioned and as per the other requirements of the Bid Document.

6.28.5 The successful bidder is required to deliver the item(s) at the site within time specified under Cl No. 6.28.2 from the date of issue of the 'Supply Order'. Proper detail stock taking has to be obtained in the invoices from the respective User Institutions with signature and seal.

6.28.6 The materials supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in Section VII. In the case of items, statutory standards such as BIS, wherever prescribed shall apply.

6.28.7 All items supplied, the expiry date i.e. the date up to which the Drugs shall retain its efficacy and potency shall be for a period of at least **18 Months** from the date of its manufacture and at the time of supply, should have **minimum 5/6th shelf life** from the date of manufacture when supplied. It is imperative that the materials supplied are in proper packaging capable of protecting the drug throughout their shelf life. Materials supplied without following the above conditions will be rejected.

6.28.9 However in case of imported items, small ordered items (i.e. small ordered quantity in comparison to the batch manufacturing size) and in case of vaccines, serums, immunoglobulin's, blood products like human coagulation factors VII, VIII, IX, etc are exempted form 5/6th Shelf life, with an under taking from the supplier that if the item expires being not utilised then the supplier shall replace the whole expired item with fresh batch(es) of supply. However at the time of supply the item should have **minimum 70% of the remaining shelf life** from the date of manufacture.

6.28.10 The successful bidder along with the copy of the **invoice** shall **submit** the copy of the **Standard Quality** certificate of analysis from their **own laboratory / NABL accredited Laboratory / Government approved Laboratory** as applicable with necessary protocols for **every batch of items** supplied to the supply points at the time of supply. The successful bidder also has to submit all the copies of the test reports to the

Quality Assurance Division of OSMCL for future reference within 7 days of delivery.

6.28.11 A copy of the invoice shall be submitted by the successful bidder to every warehouses for stock entry at the respective location and a copy to finance division of OSMCL.

6.28.12 The supplier shall supply the materials at the specified destination(s) and submit the copy of invoice, Purchase order, Test Report, Delivery Challan and other relevant documents at the destinations. Where more than one batch of the drug is supplied under one invoice, the quantities of each batch supplied shall be clearly specified. The **date of manufacture**, the **date of expiry** of **each batch** shall be specified. The quantity supplied shall be in terms of the units mentioned in the Tender Document. The suppliers are cautioned that the variation in the description of product in the invoice/analysis report and actual supplies will be considered as improper invoicing and will dealt with accordingly.

6.28.13 The name of the item shall be mentioned in English. The items quoted are to be supplied in **standard packing** with wordings "**Govt. of Odisha Supply – NOT FOR SALE"** shall appear in primary, secondary and tertiary packing of all products.

6.28.14 No goods shall be received from the supplier after expiry of the penal period (50 days after the normal delivery period of 70 days) i.e. maximum up to 120 [as per Cl.No. 6.28.2 (a)] days from the issue of the purchase order and automatically the purchase order shall stand cancelled. Further, the Performance Security of the bidder will be forfeited. Then, the other responsive bidders if available will be asked to match with the L1 price for supply of that item and if they agree, either the L2 firm will be issued with the Purchase Order or the entire quantity will be distributed among the L2/L3 and who have agreed to match with the L1 price at a ratio of 50:50 to 70:30. MD, OSMC reserves all rights regarding the decision of division of the total order quantity.

6.29 PACKAGING (As per Annexure – I):

6.29.1 All the packaging should be 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. All primary packaging containers, which

come in contract with the drug content, should strictly protect the quality & integrity of the drug and medical consumables (as per Annexure–I).

6.29.2 The packaging cartons must bear the name of the items (Generic names), strength, total quantity, total weight, name of the manufacturer, month of manufacturing and month of expiry (As per Annexure – I).

The packaging should be as per specification given in Annexure–I.

6.29.3 Each Strip / Box / Carton / Bottle / Amp. / Vial / Than / Roll of Gauze and Bandage shall bear the seal of the manufacturer and month of manufacturing, month of expiry & Batch No. and labeling of "ODISHA GOVT. SUPPLY NOT FOR SALE" & "³ÁâÙá ÛÔµáÔA êÏá·áÃ Ìâ{R Éá§¡ ÈäêÜ¡" (in Odia) (As per Annexure – I & II).

6.29.4 Labeling and packing of medicines and medical consumables should be as per specification laid down under D&C Act, 1940 and Rules there under made and modified.

6.30 LOGOGRAMS, LABELING & BAR CODING:

6.30.1 The bidder should give an undertaking (As per Format T3) that they will print " Odisha Govt. Supply Not For Sale" &"³ÁâÙá ÛÔµáÔA êÏá·áÃ Ìâ{R Éá§¡ ÈäêÜ¡"(in Odia) in bold letters in contrast ink on each primary, secondary and tertiary packaging. All the tablets and capsules have to be supplied in standard packing as per technical / packaging specification enclosed in Annexure – I. Affixing of stickers and rubber stamps shall not be accepted except Gauze and Bandage. It is applicable for both MSME Units of state of Odisha as well as other firms uniformly.

6.30.2 **1D - GS1** bar coding should be done on tertiary and secondary packing of the supplies as per the specifications given in Annexure-III.

6.31 Quality Testing

6.31.1 All the item (s) supplied at the warehouses shall be **quarantined** for quality testing by OSMCL and shall only be allowed for distribution after getting the **standard quality** test report from the NABL accredited Laboratory empanelled by OSMCL / Govt. Laboratory.

6.31.2 Sample of **all batches** from quarantined stock shall be drawn by OSMCL for quality testing.

6.31.3 **Quality testing and Handling charges**: **1.5 % of the purchase order value** shall be collected from the approved supplier as the

quality testing charges. But the supply of each drug / consumable must be in minimum batches. If more than 1.5% of purchase order value is spent towards quality testing due to more number of batches, the extra cost will be collected from the supplier. The balance amount if any remaining due to less batch and bulk supply out of 1.5% will not be returned to the supplier.

6.31.4 In case of **NSQ** report of the sample from the empanelled NABL Accredited Laboratory, two other portions of the sample shall be sent to two different empanelled NABL Accredited Laboratories. In that case, the **majority** of the **status report** (out of three laboratory reports) related to NSQ / SQ shall be treated as **final report**.

6.31.5 In case of NSQ, OSMCL shall destroy the entire NSQ batch (es) from the warehouses and cost will be recovered from the supplier In addition supplier shall supply with new batch(s) at all the warehouses at their own cost within 60 days of issue of letter from OSMC failing which a penalty as per the penalty clause would be levied.

6.31.6 Sample can be drawn for retesting **any time** during the **shelf-life** of the item irrespective of the fact that the same batch has already been tested earlier.

6.31.7 If any item(s) supplied has undergone some physical change and the same is visible to the naked eye no further test and analysis shall be carried out and the item (s) shall be recalled. However, OSMCL reserves the right to draw sample for Testing/Analysis if felt necessary.

6.31.8 **Blacklisting procedures** for supply of NSQ item (s) are mentioned in Clause 6.39.8

6.32 Payment

6.32.1 No advance payments towards cost of items will be made to the bidder.

6.32.2 Payments shall be made after receipt of **standard quality test report** (of the samples of all batches of the quarantined items) from the empanelled NABL Laboratory of OSMC.

6.32.3 100% of the cost of the items with taxes shall be paid to the supplier on receipt of invoices with their own quality test report, the stock entry certificate from the warehouses and receipt of **standard quality test report** (of the samples of all batches of the quarantined items) from the empanelled NABL Laboratory of OSMC.

The payment will be in (3) three phases , in the 1st phase upto 40% of the total supply value against the purchase order then in the 2nd phase upto 70% of the total supply value and the 3rd phase rest upto 100% of the supply value will be made. The payment will be based on the proper stock entry in the e-aushadhi software along with quality clearance from the QA Division for the item/batch(es). The total payment process will be completed within 60 days from the successful delivery of the supplied item/batch(es).

6.32.4 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall be mentioned in it.

6.32.5 Where there is a statutory requirement for tax deduction at source, such deduction towards income tax and other taxes as applicable will be made from the bills payable to the Successful bidder at rates as notified from time to time.

6.33 Intellectual Property Rights (IPR)

6.33.1 The successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority, free of cost, against all claims which may arise in respect of goods & services to be provided by the successful bidder under the contract for infringement of any intellectual property rights or any other right protected by patent, registration of designs or trademarks.

6.33.2 In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against the Tender Inviting Authority, the Tender Inviting Authority shall notify the successful bidder of the same and the successful bidder shall, at his own expenses take care of the same for settlement without any liability to the Tender Inviting Authority.

6.33.3 The Successful bidder/its Indian Agent shall at all times, indemnify and keep indemnified the Tender Inviting Authority/ Government of India against all claims/ damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services.

6.34 Corrupt or Fraudulent Practices

6.34.1 It is required by all concerned namely the User Institution/ Bidders/ Successful bidders etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Tender Inviting Authority defines, for the purposes of this provision, the terms set forth below as follows:

6.34.2 "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

6.34.3 "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Tender Inviting Authority, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Tender Inviting Authority of the benefits of free and open competition;

6.34.4 Tender Inviting Authority will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the Tender Inviting Authority if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

6.34.5 No bidder shall contact the Tender Inviting Authority or any of its officers or any officers of the government on any matter relating to its bid, other than communications for clarifications and requirements under this bid in writing, with an intention to influence the members of various committees or officials of Tender Inviting Authority. Any such effort by a bidder to influence the Tender Inviting Authority in the Tender Inviting Authority's bid evaluation committee, bid comparison or contract award decisions may result in rejection of the bid.

6.35 Force Majeure

6.35.1 For purposes of this clause, Force Majeure means an event beyond the control of the successful bidder and not involving the successful bidder's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, acts of the Tender Inviting Authority either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes

excluding by its employees , lockouts excluding by its management, and freight embargoes.

6.35.2 If a Force Majeure situation arises, the successful bidder shall promptly notify the Tender Inviting Authority in writing of such conditions and the cause thereof within **7 (seven)** days of occurrence of such event. Unless otherwise directed by the Tender Inviting Authority in writing, the successful bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

6.35.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

6.35.4 In case due to a Force Majeure event the Tender Inviting Authority is unable to fulfil its contractual commitment and responsibility, the Tender Inviting Authority will notify the successful bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

6.36 Resolution of Disputes

6.36.1 If dispute or difference of any kind shall arise between the Tender Inviting Authority and the successful bidder in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

6.36.2 If the parties fail to resolve their dispute or difference by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either the Tender Inviting Authority or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.

6.36.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., Bhubaneswar, Odisha.

6.37 Applicable Law & Jurisdiction of Courts

6.37.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

6.37.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar / High court of Odisha.

6.38 General/ Miscellaneous Clauses

6.38.1 Nothing contained in this Contract shall be constructed as establishing or creating between the parties, i.e. the Successful bidder on the one side and the Tender Inviting Authority on the other side, a relationship of master and servant or principal and agent.

6.38.2 Any failure on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

6.38.3 The Successful bidder shall notify the Tender Inviting Authority of any material change would impact on performance of its obligations under this Contract.

6.38.4 The Successful bidder shall, at all times, indemnify and keep indemnified the Tender Inviting Authority / Government of Odisha against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the successful bidder/its associate/affiliate etc.

6.38.5 All claims regarding indemnity shall survive the termination or expiry of the contract.

6.39 Penalties for Non-performance

6.39.1 The penalties to be imposed, at any stage,under this bid are;

6.39.1.1 imposition of liquidated damages,
6.39.1.2 forfeiture of EMD/performance security
6.39.1.3 termination of the contract
6.39.1.4 blacklisting/debarring of the bidder

6.39.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to forfeiture of EMD or performance security as well as result in black listing/debarring of the bidder.

6.39.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture or EMD/ Performance Security or leading to black-listing/ debarring .

6.39.4 Any unexcused delay by the successful bidder in maintaining its contractual obligations towards delivery of goods and performance of services shall render the successful bidder liable to any or all of the following sanctions:

6.39.5 **Liquidated Damages**:- will be charged for delayed supply as follows –

a) Beyond the normal period of supply as per the purchase order, for immediate next 30 days : **@ 0.25% per day**

b) For the next 20 days after initial delay of 30 days: **@0.5% per day**.

6.39.6 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided as appropriate by it with a view to prevent other government institutions from procurement of items from such bidders.

In case of incomplete supply (not completing 100%), penalty equal to 30% of the value of goods not supplied will be imposed subject to a limit of 20% of the Purchase Order value.

6.39.7 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all bidders participating in this bid.

6.39.8 **Blacklisting**

6.39.8.1 OSMCL shall de-recognize/ blacklist the defaulting supplier for **that item** for a period of **3(three) years** from the date of issue of letter to the concerned firm

(i) For non-performance of contract provisions, non-supply / part-supply **(To be decided by Tender inviting authority)** as per purchase order during the validity of the rate contract period.

(ii) if **two or more than 2 (two) batches** of that item comes out to be Not of Standard Quality.

6.39.8.2 If the supplier who has supplied more than one item during the contract period, and if **two or more items** supplied by the supplier are blacklisted based on the above process, then the **firm itself** will be blacklisted by OSMCL.

6.39.8.3 The bidder can be blacklisted by OSMCL for a period of **3 years** in case it is found at the time of evaluation/verification/inspection that the

bidder has furnished forged documents/false information alongwith the bid.

6.39.8.4 The blacklisting provisions mentioned above shall also lead to forfeiture of EMD or performance security of the bidder / supplier.

6.40 Termination of Contract

6.40.1 Termination for default:- The Tender Inviting Authority, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority), may, by written notice of default sent to the successful bidder, terminate the contract in whole or in part, if the successful bidder fails to deliver any or all of the goods or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Tender Inviting Authority.

6.40.2 In the event of the Tender Inviting Authority terminates the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.

6.40.3 Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.

6.40.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority.

6.40.5 Termination for convenience:- The Tender Inviting Authority reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's) convenience, by serving written notice on the successful bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Tender Inviting Authority. The notice shall also indicate interalia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

6.41 Fall Clause

6.41.1 The prices charged for the supplies under the contract by successful bidder shall in no event exceed the lowest price at which the successful bidder sells the items/NPPA price of identical description to any other persons during the period of contract. If any time, during the contract, the bidder reduces the sales price chargeable under the contract, he shall forth with notify such reduction to the Tender Inviting Authority and the price payable under the contract of the items supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

SECTION –VII

FORMATS FOR SUBMISSION OF BID

(Technical Bid)

FORMAT – T 1

CHECK LIST

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

The documents has to be arranged as per the order mentioned in checklist for ease of scrutiny.

The bidder has to **upload the documents** as mentioned in Check list (**in PDF format) online** in the **e-procurement portal,** on or before the due date & time of submission of technical bid.

A **Copy of the all the documents** uploaded in the technical bid shall **also to be submitted** along with the Original EMD & Tender Document Cost on or before the online technical bid opening. However, the copy of all documents should be exactly the same as uploaded in e-tender portal.

Name of the Bidder	

Sl. No	Item	Whether included Yes / No	Page No.
1	Format – T1 (Check List)		
2	Bid Document Cost as DD (Rs.5,250/- for any or all the item		
3	The Earnest Money Deposit(s) as Demand Draft (s) based on no. of items tendered		
4	Format – T2 (Details of Items quoted)		
5	Format – T3 (Details of EMD submitted)		
6	Copy of the OVAT / CST registration certificate (Pl. mention whether quoted OVAT / CST in price bid and accordingly submit the relevant certificate)		
7	Copy of PAN (Income Tax)		
8	Copy of IT Returns of the financial years 2012-13, 2013-14 & 2014-15 or 2013-14, 2014-15 & 2015-16.		
9	Format – T4 (Details of Bidder)		
10	Format – T5 (Declaration Form)		

11	Format – T6 (Annual Turnover Statement by Chartered Accountant)		
12	Copies of the annual audited statement / Annual Report for 2012-13, 2013-14 & 2014-15 or 2013-14,2014-15 & 2015-16 (Provisional statement of account shall not be considered)		
13	Format–T7 (Performance Statement during the last three Years)		
14	Format–T8 (Product Manufacturing Certificate) OR Market Standing certificate by the drug licensing authority)		
15	Format–T9 (Declaration of **compliance of GMP**)		
16	Photo copy of valid manufacturing license / Import license for each and every product quoted by the drug licensing authority		
17	Valid Drug Endorsement for each quoted product/ Product registration certificate (In case of Importer) by the drug licensing authority		
18	Valid up-to-date Good manufacturing practice certificate as per revised schedule-M (GMP) / COPP Certificate by the drug licensing authority		
19	Valid up-to-date WHO GMP / COPP certificate (in case of importer) by the drug licensing authority		
20	Non Conviction certificate issued by the licensing authority of the state that the manufacturers/importer have not been convicted under the provision of D&C Act 1940 and Rules thereof by any court of law in contravention to the above Act & Rules.		
21	ISO/BIS Certificate (if any)		
22	Any other document required as per the technical specification (Section-IV)		

All the documents to be furnished in the checklist has to be page numbered. All the formats (T1 – T9) are to be filled up mandatorily.

Note:

1) Mentioning of Page Nos. in the relevant column as mentioned above is mandatory for ease of scrutiny.
2) No price information (i.e. Scanned copy of the price format etc.) to be uploaded in Technical Bid.
3) After preparation of the all the documents as per checklist, the bidders have to put the page nos. on each page and put the signature of the authorized signatory & seal. Then each page has to be scanned and the scanned document to be uploaded in the e-tender portal before the scheduled date & time.
4) The bidders can find two files [(i) Scan copy of EMD, Tender document cost, VAT, PAN etc. & (ii) All documents as per check list T1] in technical bid for uploading their files.

However, for management of space the bidders can divide their scanned documents in two parts and upload one part in one file and balance document in the second file to avoid any space constraint.

Format - T2

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

DETAILS OF THE ITEMS QUOTED

(use additional sheets if space provided is not sufficient)

Sl.	Item Code	Item Name	Specification / Strength & Unit Pack	Pl. Mention (Item wise) whether participating as a Manufacturer / Importer	* Mfg. / import license number / product registration certificate number	Validity of Mfg. / Import License: Validity of GMP / WHO GMP /COPP:	Page No.(s) of the related document of Mfg. License / Import License & GMP/WHO GMP/COPP certificate (for the item quoted)	Standard Batch Size	Shelf life of the quoted item(s)

*** Item should be supplied only from the manufacturing unit as per the quoted license no.**

Signature of the Bidder:

Date : Official Seal:

Format – T3

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

DETAILS OF EMD SUBMITTED

(Use separate sheet if the space provided is not sufficient)

Sl.	Item Code	Name of Item	D.D/B.G/B.C No. & Date & Name of Bank	EMD Amount (Rs.)
		TOTAL (Rs.)		

Note : The bidder may submit one single DD/BG/BC of the total amount of the EMD(s) for the item(s) quoted. In case of one single EMD submitted (cumulative EMD amount), **if there is a discrepancy** (for e.g. arithmetical error in summing of the individual EMD values) then the item(s) mentioned in Format–T3 serially from the bottom shall not be considered for evaluation for the unmatched amount.

Signature of the Bidder:

Date:

Official Seal:

Format – T4

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

DETAILS OF THE BIDDER

GENERAL INFORMATION ABOUT THE BIDDER				
1	Name of the Bidder			
	Registered address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	

Type of the Firm (Please ☐ relevant box)						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					

Nature of Business (Please ☐ relevant box)				
5	Manufacturer			
	Direct Importer			

Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)				
6	in case of Directors, DIN Nos. are required			
	Name		Designation	
	Name		Designation	

Name designation & Address of the person(s) responsible to the company as per Sec. 34 of D & C Act 1940.				
7	Name		Designation	

8	*Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence for supplying NSQ/ Spurious/Adulterated/ Misbranded drugs by any competent court of law within the last 3 years from the date of floating of the tender.*	Yes / No

9	*Other relevant Information to be furnished in a separate sheet* *:- If the bidder is blacklisted/banned/de-recognised from supplying drugs within the last 3 years from the date of floating of the tender by authorities as mentioned in Clause No. 5.2.8.*
9.a	*VAT/CST Registration* *Pl. mention whether Registered under Odisha VAT or CST :_____* *Furnish the copy of the OVAT registration certificate (in case the bidder quotes OVAT in the price bid)* *Furnish the copy of the CST registration certificate (in case the bidder quotes CST in the price bid)*
9.b	*PAN : Furnish the copy of the PAN*
10	***Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)*** **a. Name of the Bank :** **b. Full address of the Branch concerned :** **c. Account no. of the bidder :** **d. IFS Code of the Bank :**

Date:		*Office Seal*		*Signature of the bidder / Authorized signatory*	

Format – T5

(To be submitted in ***Part–I Technical Bid***)
(In terms of Cl. No**. 5.2** and **6.39.8** of Bid Document)

DECLARATION FORM

(Affidavit before Executive Magistrate / Notary Public on **10** Rupees non- judicial stamp paper)

I / We ……having My / our registered office at…… & having My / our factory premises at…… do declare that I / We have carefully read all the terms & conditions of bid of OSMCL, Odisha for the supply of …….. (Name of the item). 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 **Bid document Reference no. _____ along with the subsequent amendment, if any.**

I/We do hereby declare I/We are not de-recognized / black listed/ banned/ Convicted **as on the of floating of the tender** by any one or more of the authorities and for one or more of the reasons mentioned in Cl. No. **5.2.8** of the tender document.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and blacklist me/us for a period of **3(three)** years if, any information furnished by us proved to be false at the time of inspection / verification and not complying with the Bid terms & conditions. In case I/We are de-recognized / black listed/banned/ by any State Govt. / Union Territory / Govt. of India / Govt. Organization / Govt. Health Institutions/ State Medical Corporations and or convicted by any court of law **on and from the date of floating of the tender**, I/We undertake to inform the same to OSMCL. I/we also under take that, I/we are not involved in any unfair/fraudulent practice.

I/ We do hereby declare that I / we will supply the _____item(s) as per the terms, conditions & specifications of the bid document and hereby further declare that I/We will supply the Drugs /Supplies with packing, logograms as per the design and barcode as specified in the Annexure I–III of the tender under reference.

I/We do hereby declare that I/We have not been convicted by any court of competent jurisdiction for supplying NSQ drugs/ Spurious drugs/adulterated drugs/ Misbranded drugs within the last 3(three) years from the date of floating of the tender.

Signature of the bidder :

Seal:

Date:

Name & Address of the Firm:

Format – T6

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

ANNUAL TURN OVER STATEMENT

(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last three financial years of M/S_____ _____who is a manufacturer/importer of Drugs are given below and certified that the statement is true and correct.

Sl.No.	***Financial Year***	***Turnover in Crores (Rs)*** **both in figures & words**
1	***2012 – 2013/2013 – 2014***	
2	***2013 – 2014/2014 – 2015***	
3	***2014 – 2015/2015-2016***	

Date:

Signature of Auditor/

Place: Chartered Accountant

(Name in Capital)

Seal

Membership No.

N.B: This turnover statement should also be **supported by** copies of audited **annual statement** of the last three financial years / **Annual Report** and the turnover figures mentioned above should be **highlighted** there.

Format – T7

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

PERFORMANCE STATEMENT

(For the period of last **three years**)

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

Name of Bidder: :

Name of Manufacturer:_____ **Name of the Item** :_____

Sl. No.	Order placed by (Address of purchaser) (attach documentary proof)*	Order no. & Date	Item Name with Drug Code.	Specification	Qty	Value of Contract (Rs.)	Date of Completion	Have the items supplied satisfactorily (attach documentary proof)**
1								
2								
..								
..								
				Total Qty				

(attach ***separate sheets*** if the space provided is not sufficient)

Signature and seal of the Bidder

*The documentary proof will be **copies of the purchase order** (during the last 3 years) indicating P.O. No. and date.

** The documentary proof will be certificate from the consignee/end user indicating P.O. No. and date

Format – T8

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

(In LETTER HEAD OF THE LICENSING AUTHORITY)

PRODUCT MANUFACTURING CERTIFICATE

MARKET STANDING

THIS IS TO CERTIFY THAT THE FOLLOWING PRODUCTS ARE BEING MANUFACTURED AND MARKETED BY M/s_____ **ADDRESS**_____ _____ **AS PER THE DETAILS MENTIONED BELOW:**

SL. NO.	NAME OF THE DRUG	STRENGTH	NAME OF THE OFFICIAL COMPENDIA (IP/BP/USP/EP)	MANUFACTURING AND MARKETING SINCE (MONTH / YEAR)	MANUFACTURING LICENSE NUMBER
1.					
2.					
....					

(ATTACH SEPARATE SHEETS IF THE QUOTED ITEMS ARE MORE IN NUMBERS)

SIGNATURE:

NAME:

DATE :

DESIGNATION OF LICENSING AUTHORITY:

SEAL

NOTE : **THE BIDDERS MAY FURNISH THE MARKET STANDING CERTIFICATE AS PER THE FORMAT OF THE CONCERNED DRUG LICENSING AUTHORITY, IF IT IS NOT POSSIBLE TO PROVIDE THE MARKET STANDING IN THE ABOVE FORMAT**

Format – T9

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

DECLARATION FOR MANUFACTURING ITEMS AND PRODUCTION CAPACITY AS PER G.M.P/WHO GMP/COPP AS PER ITEM DOSAGES FORM

01. Name and Address of the Firm:

02. Name of Proprietor / Partner / Director:

03. Name, Designation and address of Person responsible to the company under Section 34 of D and C Act 1940:

04. GMP Certificate as per Revised Schedule "M"/COPP/WHO GMP:

o5. Testing Facilities (List of Equipments to be furnished Separately in the format to meet the bench mark vide Annexure/own facility/ name of approved institutions carrying out testing of drugs on behalf of the firm

Chemical Method	:	Yes / No
Instrumental (Type of Instrument Provided as indicated in Annexure)	:	Yes / No
Biological	:	Yes / No
Micro Biological	:	Yes / No
Animal Testing	:	Yes / No

(C) Production Capacity (Section Wise)

PRODUCTION CAPACITY (with details of equipments as per Dosages form :

Tablet Section

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	If selected Production Capacity allotted for H&FW Deptt., Odisha (5)
Planetary mixer				
Fluidized bed drier				
Tray drier				
Mechanical shifter				
Multi mill				
Tablet compression machine				
1) With _____ number of station				
2) With _____ number of station				
3) With _____ number of station				
4) With _____ number of station				
Coating pan.				
Blister Packing machine				
Strip packing machine				

Capsule Section

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	If selected Production Capacity allotted for H&FW Deptt., Odisha (5)
Double cone blender				
Automatic capsule filling machine				
Semi automatic Capsule filling				

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	If selected Production Capacity allotted for H&FW Deptt., Odisha (5)
machine				
Hand filling machine				
Blister packing machine				
strip packing machine				

Parenteral Section(Small Volume)

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	If selected Production Capacity allotted for H&FW Deptt., Odisha (5)
Small volume Parenteral				
Mixing Vessel				
Laminar Flow unit				
Filtration unit				
Ampoule filling machine (with No of head)				
Vial filling Machine (with No of head)				
Vial sealing machine				
Powder filling machine				
Autoclave for terminal Sterilization				
Ampoule labeling machine				
Vials labeling machine				

Large Volume Parenterals

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	If selected Production Capacity allotted for H&FW Deptt., Odisha (5)
Mixing vessel				
Filtration Unit.				
Filling Machine Autoclave for terminal Sterilization				
Labeling Machine				

Aerosol/Powder

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shift (4)	If selected Production Capacity allotted for H&FW Deptt., Odisha (5)

Any addition/deletion to the above list may be intimated in the same format.

(E) Whether any product has been declared as Not Of Standard Quality during last 3 Financial Years : Yes / No
Reports of Product Quoted/
(If yes, provide the Product Details as per the bellow mentioned format:

Sl. No	Name and Spec. of the Product	Batch No.	Consignee Name	Remarks

(If Not, Nil Statement)

(F) Any Prosecution After : Yes / No
Submission of Tender Documents.

(If Not, Nil Statement)

(G) Chances of cross contamination : Yes / No
at Raw Materials / In Process /
Finished Product Stages and Steps /
Facilities

(H) Validation of Equipments done : Yes / No

(I) Cleaning Schedule

(I) For Premises:
(II) For Equipments :

(J) Adverse Reaction/ Complains Received, If Any and :
Reported and Steps taken

Sl. No.	Description	Remarks
1	Whether any drug(s) manufactured by the tenderer has / have been recalled during last five years? If yes given details	
2	What are the results of investigations on the recalled drug(s)?	
3	What action have been taken to prevent recurrence of recall of drug(s) on that particular account?	

Signature and Seal of Proprietor / Partner / Director

To be attested by the Notary. / Gazetted Officer / Licensing Authority

PRICE SCHEDULE

Price bid format (BOQ) is **not enclosed** in this bid document. It has to be downloaded from the **e-procurement portal** https://tendersodisha.gov.in

PRICE BID (in the ***excel Format***) has to be submitted **online only**. The **price bid format (excel sheet available in e-Tender portal)** is specific to a bid and is not interchangeable. The price bid format file shall be **downloaded from the e-Tender portal** by the bidder and quote the **prices in the respective fields before uploading it**. All **white areas** of BOQ file shall be filled by the bidder. The **gray areas** of BOQ shall not be modified / edited by the bidder. The Price bids submitted in any other formats will be treated as non-responsive. Multiple price bid submission by bidder shall lead to cancellation of bid.

SECTION–VIII

ANNEXURES

ANNEXURE – IA

INSTRUCTION FOR PACKAGING OF DRUGS & MEDICAL CONSUMABLES

1. Every Consignment of Blood and related products should be certified to be
   (a) HIV Free (b) Hepatitis Free
2. Strips of Aluminum foils refer to gauge 04.
3. Aluminum foils as back material for blisters refer to gauge 025.
4. The rigid PVC used in blister packing should be of not less than 250 micron
5. All plastic / glass bottles should be new / virgin neutral glass as per I.P.
6. Ointments should be packed in lacquered Aluminium Tubes.
7. LVP Fluid bottles should be FFS / BFS Plastic Bottle as per revised Schedule – M and Eye / Ear Drops should be of FFS plastic bottles.
8. Small Tablets packed in blisters should be packed to facilitate easy removal of the tablet without breaking / crushing.
9. Specification of outer cartons are as given in the Schedule (Annexure-IV)
10. In case of any conflict between Carton specifications and packets per carton specification (Last column of this table), the specification of the packets / carton shall prevail.
11. All liquid orals should be provided with a measuring device.
12. All plastic containers should be made of virgin grade plastics as per I.P.
13. All plastic jars above 450Gms / ml should carry an inner plastic lid.
14. Injection in vials should have a snap of seals.
15. The strips shall be aluminium strip / blisters with aluminium foil back.
16. All hygroscopic drugs and sugar coated tablets should be stripped in Aluminium foil / Blister pack.
17. Bandage, Gauze, Plaster Bandage, Roller Bandage & Cotton should be packed as per B.I.S/IP Specification as aplicable.

ANNEXURE – IB

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICAL CONSUMABLES

GENERAL SPECIFICATIONS

1. No corrugate package should weigh more than 15 Kgs (ie., product + inner carton + corrugated box).
2. All Corrugated boxes should be of `A' grade paper i.e., Virgin.
3. All items should be packed only in first hand boxes only.

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

5. Every box should be preferably single joint and not more than two joints.

STITCHING:

6. Every box should be stitched using pairs of metal pins with an interval of two inches between each pair. The boxes should be stitched and not joined using calico at the corners.

FLAP:

7. The flaps should uniformly meet but should not over lap each other. The flap when turned by 45 - 60° should not crack.

TAPE:

8. Every box should be sealed with gum tape running along the top and lower opening.

CARRY STRAP:

9. Every box should be strapped with two parallel nylon carry straps (they should intersect).

LABEL:

10. Every corrugated box should carry a large outer label clearly indicating that the product is for **"Odisha Govt. supply Not for sale"**.

11. The product label on the cartoon should be large atleast 15cms x 10cms dimension. It should carry the correct technical name, strength or the product, date of manufacturing, date of expiry, quantity packed and net weight of the box.

OTHERS:

12. No box should contain mixed products or mixed batches of the same product.

II. SPECIFICATION FOR CORRUGATED BOXES HOLDING TABLETS / CAPSULES / PESSARIES

(1) The box should not weigh more than 7-8 kgs. The grammage of outer box should be 150 gsm and inside partition / lining should be 120 gsm.

(2) The box should be of 5 ply with Bursting strength of 9 Kg/ Cm2

III. SPECIFICATION FOR LARGE VOLUME BOTTLE i.e., ABOVE 100 ml. AND BELOW 1 LIT.

(1) All these bottles should be packed only in single row with partition between each and also with top and bottom pad of 3 ply.

(2)	Grammage:	Outer box should be 150 gsm inside partition / lining should be 120 gsm
(3)	Ply:	7 Ply.
(4)	Bursting Strength:	Not less than 12 Kg/Cm^2

IV. SPECIFICATION FOR IV FLUIDS

(1) Each corrugated box may carry a maximum of only 20 bottles of 500 ml in a single row or 50 bottles of 100 ml in 2 rows with individual sealed polythene cover and centre partition pad, top and bottom pads of 3 ply.

(2) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm

(3) Ply : 5 or 7

(4) Bursting Strength : Not less than 12 Kg/Cm^2

V. SPECIFICATIONS FOR LIQUID ORALS

50ml to 120 ml bottles.

(1) 100 bottles of 50ml or 60ml may be packed in a single corrugatedin 2 rows with top, bottom and centre pad of 3 ply.

50 bottles of 100 ml - 120 ml may be packed in a similar manner in a single corrugated box.

(2) If the bottles are not packed in individual carton, 3 ply partition should be provided between each bottle. The measuring device should be packed individually.

(3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm

(4) Ply : 7 ply

(5) Bursting Strength : Not less than 12 Kg/Cm^2

(6) In case the box is heavier than 7 Kg but less than 10 kg, the grammage may be 150 gsm (outer 150 gsm and others 120 gsm) 5 ply and bursting strength should not be less than 9 Kg/Cm^2.

VI. SPECIFICATIONS FOR OINTMENT / CREAM / GELS PACKED IN TUBES:

(1) No corrugate box should weigh more than 7-8 Kgs.

(2) Every Ointment tube should be individually packed in cartoon and then packed in 20's in a grey board box, which may be packed in a corrugated box.

(3) Grammage : Outer box should be 150 gsm inside partition / lining should be 120 gsm

VII. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

(1) Vials may be packed in corrugated boxes weighing upto 15 Kgs. Ampoules should be packed in C.B weighing not more than 8 kgs.

(2) C.B. for vials should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 7 ply, while C.B. for ampoules should be of 150 Gsm (outer box should be 150 gsm and inside partition / lining should be 120 gsm) and 5 ply.

(3) Bursting strength for CB boxes for

a. Vials : Note less than 13 Kg/Cm^2

b. Amp : Note less than 9 Kg/Cm^2

(4) In the case of 10 ml Ampoules 100 or 50 ampoules may bepacked in a grey board box. Multiples of grey board boxes packed in CB. In case of ampoules larger than 10 ml only 25 ampoules may be packed in a grey board box with partition.

(5) If the vial is packed in individual cartoon, there is no necessity for grey board box packing. The individual cartoon may be packed as such in the CB with centre pad.

(6) In case of ampoules every grey board box should carry 5 amps. Cutters placed in a polythene bag.

(7) Vials of eye and ear drop*s should be packed in an individual cartoon with a dispensing device. If the vial is of FFS technology, they should be packed in 50's in a grey board bo

VIII. SPECIFICATION FOR THERMOCOOL BOXES HOLDING TABLETS / CAPSULES / INJECTABLE (IN VIALS AND AMPOULES)

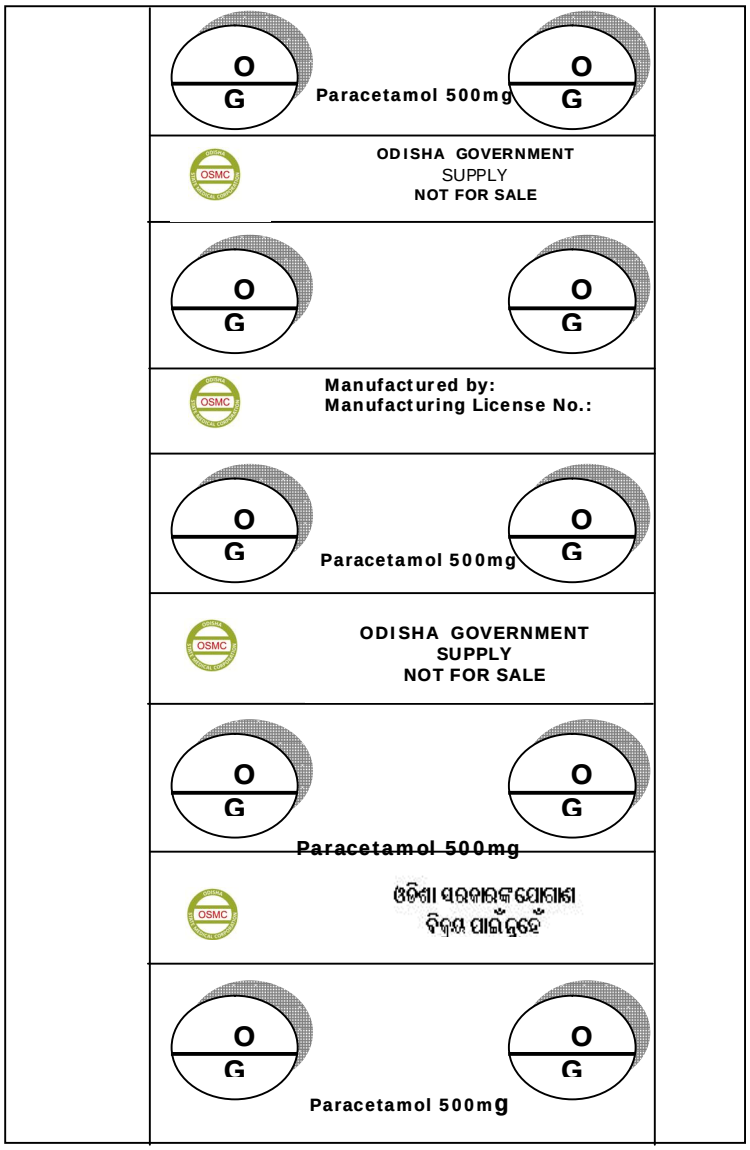
(1) The thermo cool box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the **cold temperature** throughout the period of transit.

(2) The thermo cool box should be packed with sufficient number of **cold packs** to maintain the desired temperature for the entire contents throughout the period of transit. Only first hand thermo cool boxes should be used

NB: If there are differences in packing between Section–IV (Schedule of Requirement) and Annexure I, then the packing & unit pack mentioned in Section – IV will be applicable.

DESIGN FOR STRIP

FRONT SIDE **REAR SIDE**



Batch No. :
Date of Mfg. :
Date of Exp.:

OG : Odisha Govt.

N.B: MRP OF THE DRUG/ BRAND NAME SHOULD NOT BE PRINTED ANY WHERE ON THE STRIP. GENERIC NAME SHOULD BE PRINTED IN BOLD LETTER.

ANNEXURE – II

SPECIMEN LABEL FOR OUTER CARTON

Name of the Consignee:

ODISHA GOVERNMENT SUPPLY
NOT FOR SALE
"³ÁâÙá ÛÔµáÔA êÏá·áÃ Ìâ{R Éá§¡ ÈäêÜ¡" (In Odia)

PARACETAMOL I.P - 500mg

Mfg. Date: **Exp. Date :**

Batch No. :

Total Quantity:

Net Weight of the Carton:

Supply Head: "CENTRAL PURCHASE"

Purchase Order No.: **Date:**

Manufactured By:

ANNEXURE – III

BAR CODING DETAILS

Tertiary Packing

Box No.	:
P.O. No.	:
Supplier Name	:
Drug Code	:
Drug Name	:
Batch No	:
MFG. Date	:
Expiry Date	:
Batch Qty	:
Invoice No	:
D.C. No.	:

1D - GS1 Bar coding as per the information mentioned above is to be printed on the **tertiary packing**

Secondary Packing

P.O. No.	:
Supplier Name	:
Drug Code	:
Drug Name	:
Batch No	:
MFG. Date	:
Expiry Date	:

1D - GS1 Bar coding as per the information mentioned above is to be printed on the **secondary packing**

ANNEXURES

(TO BE EXECUTED BY THE SUCCESSFUL BIDDER)

Annexure IV

Model Bank Guarantee Format for furnishing EMD
[Ref. Para 21]

Whereas..... (herein after called the "tenderer") has submitted their offer dated..... for the supply of ..... (herein after called the "tender") against the purchase's tender enquiry No.....

KNOW ALL MEN by these presents that we..... of ..... having our registered office at ..... are bound unto ..... (herein after called the "purchase") in the sum of ..... for which payment will and truly to be made to the said Common

Common Seal of the said Bank this.....day of.....20.....
THE CONDITION 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 two conditions, specifying the occurred condition or conditions.

This guarantee shall be valid until the _____.

We the .....Branch.....undertake not to revoke the guarantee during its currency except with the previous consent of the ODISHA STATE MEDICAL CORPORATION in writing.

We the .....Branch..... further agree that a mere demand by ODISHA STATE MEDICAL CORPORATION LTD., is sufficient for us ..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the Agency and protest by said Agency cannot be a valid ground for us ..... Branch to decline payment to ODISHA STATE MEDICAL CORPORATION LTD.

.....
(Signature of the authorized officer of the Bank)
.....
Name and designation of the officer
.....
.....
Seal, name & address of the Banks and address of the Branch

Annexure V

Model Bank Guarantee Format for Performance Security
[Ref. Para 22(i)]

To

The Managing Director,
Odisha State Medical Corporation Ltd.,
Convent Square-III, Bhubaneswar-751007

WHEREAS.....(name and address of the supplier) (here in after called "the supplier") has undertaking, in pursuance of contact no.....dated..... to supply.....(description of goods and services) (here in after 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 recognised by you for the sum specified therein as security for compliance with its obligation 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 ground 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.....

We the .....Branch.....undertake not to revoke the guarantee during its currency except with the previous consent of the ODISHA STATE MEDICAL CORPORATION in writing.

We the .....Branch..... further agree that a mere demand by ODISHA STATE MEDICAL CORPORATION LTD., is sufficient for us ..... Branch at Bhubaneswar to pay the amount covered by the Bank Guarantee without reference to the Agency and protest by said Agency cannot be a valid ground for us ..... Branch to decline payment to ODISHA STATE MEDICAL CORPORATION LTD.

.....
(Signature of the authorized officer of the Bank)
.....
Name and designation of the officer
.....
.....
Seal, name & address of the Banks and address of the Branch