Odisha State Medical Corporation Limited (OSMCL)

(A Government of Odisha Enterprise)

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

Bid Reference No. OSMCL/2018-19/DRUGS-DHS-RE-TENDER/07

RE-TENDER DOCUMENT FOR SUPPLY OF DRUGS & MEDICAL CONSUMABLES, ANTI-CANCER DRUGS AND GLUCOSE FOR THE FINANCIAL YEAR (2018-19)

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 : logistics.osmcl.od@nic.in

Bid Ref. No.: **OSMCL/2018-19/DRUGS-DHS-RE-TENDER/07** Date: **02.02.2019**

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

Sl. No.	Particulars	Date and time	
1.	*Date & time of release of bid*	***02.02.2019, 3 PM***	
2.	*Date & time of Pre-bid meeting*	***08.02.2019, 11:30 AM*** *Venue : Tender Evaluation Room, 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*
		14.02.2019, 3 PM	***26.02.2019, 6.00 PM***
4.	*Date & time for submission of Tender Documents and EMD amount as per section-IV of tender documents*	*Start Date & Time*	*End Date & Time*
		27.02.2019, 10 AM	***08.03.2019, 11 AM***
5.	*Date & time of online Technical bid opening*	***08.03.2019, 11:30 AM***	
6.	*Last Date & time of sample submission, for the items for which submission of sample is mentioned as per section-IV of tender document*	***08.03.2019, up to 5.00 P.M.***	
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.

Managing Director
OSMC Ltd., Odisha

Memo No._____/OSMC Dt._____

Copy submitted to the Commissioner-cum-Secretary to Govt. H & FW Dept. for kind information.

Managing Director
OSMC Ltd., Odisha

Memo No._____/OSMC Dt. _____

Copy forwarded to the DHS (O) / DMET (O)/ MD, NHM (O)/ DPH (O)/DFW (O) for information.

Managing Director
OSMC Ltd., Odisha

Memo No._____/OSMC Dt. _____

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

Managing Director
OSMC Ltd., Odisha

Memo No._____/OSMC Dt._____

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

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: Technical Specifications

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

Section IX: Annexes [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 ***02.02.2019,* 3PM** and submit it online from ***14.02.2019, 3 PM*** to ***26.02.2019, 6.00 PM*** **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 have 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) / GST Certificate (for Procurement of Goods) of the concerned bidder. The time period of validity in the portal is co terminus with validity of RC/ GST. 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: logistics.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 VI (**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 Document is mentioned at General Condition of contract- Section VI (**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 VII (**Clause 6.16 - 6.17**)

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.

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**.

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 *de-recognition/ debarment* – 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 **1(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 substantially as per requirement. 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 authorized 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.

2.2.4 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to de-recognition/ debarment.

SECTION III

TENDER SCHEDULE

3.1. Bid Details

1.	*Bid Reference No.*	**OSMCL/2018-19/DRUGS-DHS-RE-TENDER/07**
2.	*Cost of Bid Document (in shape DEMAND DRAFT)*	*Rs.* ***5,600/-*** *(inclusive of GST) 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.*

3.2. Important Dates:

Sl. No.	Particulars	Date and time	
1.	*Date & time of release of bid*	***02.02.2019, 3 PM***	
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6.	*Date of opening of Price Bid*	*To be informed to the qualified bidders*	

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).***

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- Rourkela, 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 shall be accepted.**
2. The pack size mentioned in column no. 5 Section IV is Preferable Pack Size.

Sl No.	Drug Code	Name of he Item	Specification / Strength	Preferable Pack Size	*Approx. Qty Required in Absolute i.e. (No of Tab. / Cap. / Inj./ Bott./Tube/Jar/Film /Kg./Litre/ Test etc.)	EMD (in Rs.)	Remarks
1	2	3	4	5	6	7	8

Items Having Pre-Qualification Turn Over Criteria of Rs. 50Crs or more

Sub Category: Anti Cancer

1	D33064	Inj. Daunorubicin	20mg/vial	20mg/Vial 20 Vials/Box	**306**	**1,000**	
2	D33071	Inj. Etoposide (with diluents in plastic container)	100mg/Vial	100mg / Vial 20 Vials/Box	**1,184**	**2,000**	
3	D33078	Inj. Methotrexate	100 mg/ml LRC	4 ml/ ViaL 20 Vials/Box	**2,660**	**4,000**	
4	D33032	Inj. Vinblastine	10 mg / Vial	10 mg/Vial 20 Vials/Box	**622**	**2,000**	
5	D33017	Inj. Vincristine Sulphate	1mg / ml	1ml/Amp 20 Amps/Box	**3,774**	**3,000**	
6	D33063	Tab. 6 - Mercaptopurine	50 mg/Tab	10 Tabs/Strip 10 Strips/Box	**5,300**	**1,000**	
7	D33011	Inj. Methotrexate	25 mg/ml (LRC)	2 ml/ Amp 20 Amps/Box	**2,700**	**1,000**	
8	D33145	Inj. Methotrexate	15 mg / Vial	15 mg / Vial 20 Vials/Box	**50**	**1,000**	
9	D33048	Tab. Allopurinol (Aluminium foil/Blister pack)	100 mg/Tab	10 Tabs/Strip 10 Strips/Box	**11,500**	**1,000**	
10	D33029	Inj. Mesna	200 mg	200 mg/Vial 20 Vials/Box	**2,000**	**1,000**	

11	D33045	Tab. Busulphan (Coated) (Aluminium foil/Blister pack)	2mg/Tab	10 Tabs/Strip 10 Strips/Box	**3,407**	**1,000**	
12	D33043	Inj. Mitoxantrone	20 mg	20 mg/Vial 20 Vials/Box	**30**	**1,000**	
Items Having Pre-Qualification Turn Over Criteria of Rs. 15Crs or more							
	Sub Category: Immunologicals						
13	D23009	Inj. Anti Rabies Vaccine for Human Use with diluents	Inj. Anti Rabies Vaccine IP for Human use (TCV) for ID Use. > 2.5 IU/vial (TCV of PVRV / PCEC) with 1ml diluents for ID Use. Packing: To be supplied with five (5) Nos. of 1ml Insulin Syringe (40units) with prefixed 26G Intradermal needles per one vial along with one (1) number fo 2ml reconstitution syringe with 24G needle (recent IS specification)	1ml/Vial (with diluent) 20 Vials/Box (5 Nos. insulin syringes + 1 No. 2ml syringe / polypack. 20 ploypacks / box)	**277,520**	**950,000**	Bulk Drugs as per Clause No. 6.24.1.
	Sub Category: Diuretics						
14	D20004	I.V Mannitol	20% w/v (FFS Plastic container)	100 ml/Bottle 20 Bottles/Box	**791,520**	**276,000**	Bulk Drugs as per Clause No. 6.24.1.
15	D20002	Inj. Frusemide	10 mg/ 1 ml	2 ml/Amp 20 Amps/Box	**835,490**	**26,000**	Bulk Drugs as per Clause No. 6.24.1.
16	D20001	Tab. Frusemide (Aluminium foill/ Blister pack)	40 mg/Tab	10 Tabs/Strip 10 Strips/Box	**860,980**	**4,000**	
	Category: Correcting Water, Electrolyte & Acid Base Disturbances						
17	D29018	Inj. Sodium Chloride (Normal Saline)	3% w/v (FFS Plastic Container)	100 ml/Bottle 20 Bottles/Box	**124,950**	**32,000**	

18	D29017	Hydroxy Ethyl Starch 6%	Each 100ml contains: Poly O-2-Hydroxy Ethyl Starch: 6.0gm, Molar Substitution: 0.38 - 0.45; Mean molecular weight: 1,30,000 Da; Sodium Acetate Trihydrate Ph. Eur.:0.463g; NaCl Ph. Eur.:0.602g; KCl Ph. Eur.:0.030g. Electrolytes: Na+: 137mmol/l; K+: 4.0mmol/l; Cl-: 110.0mmol/l; CH3COO-: 34.0 mmol/l. Theoritical osmolarity: 286.5mosm/l; Titrable acidity: <2.5mmol NaOH/l; pH: 5.7 - 6.5; NaOH Ph. Eur, HCl Ph. Eur; water for injection Ph. Eur.	500 ml/ Bottle 20 Bottles/ Box	**36,800**	**126,000**	Bulk Drugs as per Clause No. 6.24.1.
19	D29016	Multi Electrolyte Infusion	in 50% Dextrose (FFS Plastic Container)	500 ml/Bottle 20 Bottles/Box	**25,840**	**16,000**	
	Sub Category: Analgesics, Anti- Pyretics & Anti-inflammatory Drugs						
20	D06004	Inj. Acetylcysteine	200mg/ml	10ml / Amp 20 Amps/Box	**3,765**	**11,000**	
	Sub Category: Anti- Allergic Drugs						
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	**25,240**	**16,000**	
22	D05023	Inj. Methylprednisolone(with diluents in plastic container)	40mg/Vial	40mg/Vial 20 Vials/Box	**46,260**	**15,000**	
	Sub Category: Anti-Epileptics Drugs						
23	D07002	Inj. Phenobarbitone	200 mg/ml	1ml/amp 20 Amps/Box	**48,310**	**11,000**	
24	D07010	Inj. Lorazepam	1 mg/ml	2 ml/Amp 20 Amps/Box	**241,335**	**60,000**	Bulk Drugs as per Clause No. 6.24.1.
25	D07013	Inj. Fosphenytoin Sodium	75 mg/ml	2 ml/Amp 20 Amps/Box	**181,200**	**37,000**	

	Category: Anti - Bacterial Drugs						
26	D09104	Cefadroxil Drop(Palatable, with dropper and plastic container as per I.P)	100mg/ml	10ml/Bottle 20 Bottle /Box	**282,910**	**40,000**	Bulk Drugs as per Clause No. 6.24.1.
27	D09141	Inj. Teicoplanin (with diluents in plastic container)	400mg/vial	400mg/vial 20 Vials/Box	**37,440**	**195,000**	Bulk Drugs as per Clause No. 6.24.1.
28	D09047	Inj. Ampicillin Sodium (with diluents in plastic container)	Equivalent to 100 mg of anhydrous Ampicillin/Vial	100 mg/Vial 20 Vial / Box	**114,890**	**13,000**	Bulk Drugs as per Clause No. 6.24.1.
29	D09166	Cefpodoxime Drop(Palatable,plastic container as per I.P with Dropper)	25 mg/ml	10 ml/Bottle 20 Bottle /Box	**94,400**	**95,000**	Bulk Drugs as per Clause No. 6.24.1.
	Sub Category: Anti- Protozoal(Anti-Amoebic) Drugs						
30	D13002	Susp. Tinidazole (Oral Susp.) (Palatable, with measuring cap and plastic container as per I.P)	150 mg/5 ml	60 ml/Bottle 20 Bottles/Box	**85,100**	**35,000**	
	Sub Category: Drugs Acting on Blood						
31	D16019	Iron drop(Palatable, with dropper and plastic container as per I.P)	Elemental Iron 50 mg / ml.	15ml / Bottle 20 Bottle /Box	**95,960**	**39,000**	
32	D16036	Inj. Enoxaparin	60mg	60mg/Amp 20 Amps/Box	**13,335**	**26,000**	
33	D16035	Inj. Enoxaparin	40mg	40mg/Amp 20 Amps/Box	**11,280**	**19,000**	
34	D16014	Inj. Hydroxocobalamine	1mg / ml	1ml/Amp 20 Amps/Box	**60,020**	**24,000**	
35	D16020	Tab. Iron (Sugar Coated)(Aluminium foil/Blister pack)	Equivalent to 60 mg of Elemental Iron	10 Tabs/Strip 10 Strips/Box	**259,000**	**11,000**	
36	D16016	Tab. / Cap. Hydroxyurea(Aluminium foil/Blister pack)	250mg/Tab./Cap.	10 Tabs/Caps/Strip 10 Strips/Box	**158,880**	**7,000**	

37	D16048	Factor VII	1mg Powder/Vial Each unit packet shall contain the following: i) 1Vial / 1 mg ii) 1 Vial Sterilized required diluents iii) 1 Transfer / Filter Set iv) 1 Disposable Syringe : 5 ml v) 1 Disposable Needle vi) 1 Winged Infusion Set / Twin Set vii) Alcohol Swab	1mg / Vial 20 Vial/Box	**200**	**158,000**	
	Category: Gastrointestinal Drugs						
38	D21014	Syp. Dicyclomine (Palatable, with measuring cap and plastic container/ Glass Bottel as per I.P)	10 mg/5 ml	30 ml/Bottle 20 Bottles/Box	**285,280**	**34,000**	Bulk Drugs as per Clause No. 6.24.1.
39	D21028	Dicyclomine Drop (Palatable, with dropper and plastic container as per I.P)	Dicyclomine HCl 10mg + Activated Dimethicone 40mg / ml	10 ml/Bottle 20 Bottles/Box	**169,730**	**17,000**	
40	D21037	Tab. Promethazine (Aluminium foil/Blister pack)	25 mg/Tab	10 Tabs/Strip 10 Strips/Box	**2,049,220**	**10,000**	
	Sub Category: Hormones & Other Endocrine Drugs						
41	D22026	Tab. Vildagliptin (Aluminium foil/Blister pack)	50mg/Tab	14 Tabs/Strip 10 Strips/Box	**1,152,300**	**461,000**	Bulk Drugs as per Clause No. 6.24.1.
	Sub Category: Oxytocics & Tocolytics						
42	D26002	Inj. Oxytocin & 5 IU/1ml	5 IU/1ml	1 ml/Amp 20 Amps/Box	**2,746,600**	**228,000**	Bulk Drugs as per Clause No. 6.24.1.
43	D26010	Inj. Magnesium Sulphate	250 mg/ml	2 ml/Amp 20 Amps/Box	**76,170**	**23,000**	

44	D26011	Inj. Isoxsuprine HCl	5mg / ml	2 ml/Amp 20 Amps/Box	**36,135**	**31,000**	
45	D26004	Tab. Isoxsuprine (Aluminium Foil/Blister pack)	10 mg/Tab	10 Tabs/Strip 10 Strips/Box	**618,505**	**5,000**	
	Sub Category: Psycho Therapeutic Drugs						
46	D27010	Tab. Thioridazine (Aluminium foill/ Blister pack)	50 mg/Tab	10 Tabs/Strip 10 Strips/Box	**387,440**	**15,000**	
47	D27022	Inj. Flupenthixol Decanoate	20mg/1ml	1 ml/Amp. 20 Amps/Box	**5,000**	**7,000**	
48	D27097	Inj. Zuclopenthixol Decanoate	100mg / ml	2 ml/Vial 20 Vials/Box	**5,000**	**16,000**	
49	D27098	Tab. Olanzapine (Mouth Dissolving) (Aluminium foil/Blister pack)	10 mg/Tab	10 Tabs/Strip 10 Strips/Box	**2,000,000**	**112,000**	Bulk Drugs as per Clause No. 6.24.1.
50	D27051	Tab. Procyclidine(Aluminium foil/Blister pack)	2.5 mg / Tab	10 Tabs/Strip 10 Strips/Box	**1,500,000**	**35,000**	Bulk Drugs as per Clause No. 6.24.1.
51	D27102	Tab. Aripripazole (Aluminium foil/Blister pack)	10 mg/Tab	10 Tabs/Strip 10 Strips/Box	**600,000**	**63,000**	Bulk Drugs as per Clause No. 6.24.1.
52	D27005	Tab. Haloperidol (Aluminium Foil/Blister pack)	1.5 mg/Tab	10 Tabs/Strip 10 Strips/Box	**500,000**	**8,000**	
53	D27029	Tab.Carbamazepine CR(Aluminium foil/Blister pack)	400 mg / Tab	10 Tabs/Strip 10 Strips/Box	**200,000**	**7,000**	
54	D27036	Tab. Escitalopram(Aluminium foil/Blister pack)	5 mg / Tab	10 Tabs/Strip 10 Strips/Box	**200,000**	**9,000**	
55	D27044	Tab. Lithium Carbonate - SR(Aluminium foil/Blister pack)	400 mg / Tab	10 Tabs/Strip 10 Strips/Box	**200,000**	**8,000**	
56	D27033	Tab. Dothiepin HCl(Aluminium foil/Blister pack)	75 mg / Tab	10 Tabs/Strip 10 Strips/Box	**100,000**	**6,000**	
57	D27096	Tab. Baclofen (Aluminium foil/Blister pack)	20 mg/Tab	10 Tabs/Strip 10 Strips/Box	**50,000**	**5,000**	

58	D27109	Tab. Clomipramine (Aluminium foil/Blister pack)	25 mg/Tab	10 Tabs/Strip 10 Strips/Box	**50,000**	**2,000**	
59	D27111	Tab. Etizolam (Aluminium foil/Blister pack)	0.5 mg/Tab	10 Tabs/Strip 10 Strips/Box	**50,000**	**4,000**	
60	D27112	Tab. Naltrexone (Aluminium foil/Blister pack)	50 mg/Tab	10 Tabs/Strip 10 Strips/Box	**10,000**	**6,000**	
61	D27113	Tab. Varenicline (Aluminium foil/Blister pack)	1 mg/Tab	10 Tabs/Strip 10 Strips/Box	**3,000**	**3,000**	
62	D27114	Tab. Paroxetine (Control Release) (Aluminium foil/Blister pack)	12.5 mg/Tab	10 Tabs/Strip 10 Strips/Box	**2,000**	**1,000**	
63	D27063	Tab. Desvenlafaxine(Aluminium foil/Blister pack)	50 mg / Tab	10 Tabs/Strip 10 Strips/Box	**1,000**	**1,000**	
64	D27115	Tab. Mirtazapine (Aluminium foil/Blister pack)	15 mg / Tab	10 Tabs/Strip 10 Strips/Box	**1,000**	**1,000**	
65	D27116	Tab. Varenecline (Aluminium foil/Blister pack)	0.5 mg / Tab	10 Tabs/Strip 10 Strips/Box	**1,000**	**1,000**	
	Sub Category: Drugs Acting on Respiratory Tract						
66	D28022	Respules Salbutamol + Ipratropium	Salbutamol 2.5mg + Ipratropium 100mcg/dose	Each Each	**221,350**	**89,000**	Bulk Drugs as per Clause No. 6.24.1.
	Sub Category: Anti- Malarial Drugs						
67	D14006	Tab. Primaquin Phosphate (Coated) (Aluminium foill/ Blister pack)	7.5 mg/Tab,13 mg of primaquin phosphate equivalent to 7.5 mg of primaquin	10 Tabs/Strip 10 Strips/Box	**4,789,820**	**31,000**	Bulk Drugs as per Clause No. 6.24.1.
68	D14005	Inj. Quinine Di-Hydrochloride	300 mg/ml	2 ml/Amp 20 Amps/Box	**7,000**	**2,000**	Bulk Drugs as per Clause No. 6.24.1.

Items Having Pre-Qualification Turn Over Criteria of Rs. 10Crs or more							
	Sub Category: General Anaesthetics						
69	D01024	Sevoflurane	99.97%	100 ml/Bottle 20 Bottles/Box	**850**	**29,000**	Bulk Drugs as per Clause No. 6.24.1.
70	D02009	Inj. Levobupivacaine	0.5%, 20mg/4ml	4ml/Amp 20 Amps/Box	**4,100**	**2,000**	
	Sub Category: Local Anaesthetics						
71	D02008	Inj. Bupivacaine (Heavy)	Bupivacaine 5mg/ml + Dextrose 80mg / ml	4 ml/Amp 20 Amps/Box	**139,490**	**16,000**	Bulk Drugs as per Clause No. 6.24.1.
	Category: Antidotes Used in Poisoning						
72	D06006	Inj. Atropine I.V	1mg/ml	100ml/Bot. 20 Bots./Box	**75,300**	**151,000**	Bulk Drugs as per Clause No. 6.24.1.
	Sub Category: Vitamins & Minerals						
73	D30012	Concentrated Vitamin A Solution (Orange Flavour, palatablewith plastic container/ Glass Bottel as per I.P, measuring spoon having measuring of 1 ml-2ml	1,00,000 I.U / 1ml	50 ml/Bottle 20 Bottles/Box	**384,200**	**217,000**	Bulk Drugs as per Clause No. 6.24.1.
	Sub Category: Anti- Fungal Drugs						
74	D12012	Clotrimazole Lotion (Plastic Container)	Clotrimazole 1% w/w	10ml/Bottle 20 Bottles/Box	**442,960**	**86,000**	Bulk Drugs as per Clause No. 6.24.1.
75	D12018	Inj. Amphotericine B(with diluents in plastic container)	25 mg/Vial	25 mg/Vial 20 Vials/Box	**4,200**	**168,000**	Bulk Drugs as per Clause No. 6.24.1.
	Sub Category: Opthalmological/Aural / ENT Preparation						
76	D25026	Lidocaine + Ofloxacin Ear Drop	Lidocaine 1.73% w/v+ Ofloxacin 0.3% w/v	5 ml/Vial 20 Vials/Box	**209,030**	**48,000**	Bulk Drugs as per Clause No. 6.24.1.
77	D25048	Loteprednol Etabonate Eye Drop	0.5% (FFS / BFS Plastic Container)	5 ml/Vial 20 Vials/Box	**64,690**	**64,000**	

78	D25049	Moxifloxacin + Dexamethasone Eye Drop	Moxifloxacin 0.5% + Dexamethasone 0.1% (FFS / BFS Plastic Container)	5 ml/Vial 20 Vials/Box	**50,370**	**101,000**	Bulk Drugs as per Clause No. 6.24.1.
79	D25017	Acyclovir Eye Ointment	3% w/w	5 gm/Tube 20 Tube/Box	**40,235**	**7,000**	
	Sub Category: Vitamins & Minerals						
80	D30003	Cap. Vitamin B Complex (Therapeutic) (Aluminium foill/ Blister pack)	Vit.B1=5mg, B2=5mg, B6=2mg, Niacinamide=50mg, Calcium Pantothenate 5mg/Cap.	10 Caps/Strip 10 Strips/Box	**48,094,200**	**414,000**	Bulk Drugs as per Clause No. 6.24.1.
81	D30017	Vitamin A Solution (Concentrated) (Orange Flavour, palatable with plastic container as per I.P, measuring spoon of 2ml with 1ml marking and measuring cap)	1,00,000 I.U / 1ml	100 ml/Bottle 20 Bottles/Box	**18,250**	**19,000**	
82	D30006	Tab. Vitamin C (Aluminium foil/Blister pack)	100 mg/Tab	10 tabs/strip 10 Strips/Box	**1,054,000**	**4,000**	
83	D30039	Inj. Thiamine	100 mg / ml	2 ml/Vial 20 Vials/Box	**5,000**	**4,000**	
84	D30040	Tab. Thiamine (Aluminium foil/Blister pack)	100 mg/Tab	10 Tabs/Strip 10 Strips/Box	**50,000**	**3,000**	
	Sub Category: Combipack Kits						
85	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	**47,000**	**8,000**	Bulk Drugs as per Clause No. 6.24.1.

86	D26046	MMA Kit	Each Combi pack (MMA Kit) contains : Tab. Mifepristone - 200mg (1 Tabs) and Tab. Misoprostol 200mcg (4 Tab.)	1 Kit / Box	**8,370**	**6,000**	Bulk Drugs as per Clause No. 6.24.1.
87	D11032	Anti-TB - Cat-II - Intensive Phase(Blister Combipack)	Rifampicin 450mg - 1 Tab.Isoniazid IP 300mg - 2 Tabs.Ethambutol IP 800mg - 2 Tabs.Ethambutol IP 400m g - 2 Tabs.Pyrazinamide IP 750mg - 2 Tabs.Inj. Streptomycin Sulphate - 0.75mg/vial with diluent	36 Blister Packs / Box	**55,670**	**23,000**	
88	D11033	Anti-TB - Cat-II - Continuous Phase (Blister Combipack)	Rifampicin 450mg - 1 Tab. Isoniazid IP 300mg - 2 Tabs Ethambutol IP 800mg - 2 Tabs. Ethambutol IP 400mg - 2 Tabs.	22 Blister Packs/ Box	**55,750**	**23,000**	
	Sub Category: Pre-Operative Medication						
89	D03005	Inj. Dexmedetomidine	200mcg/2ml	2 ml/Amp 20 Amps/Box	**30,380**	**234,000**	
90	D03006	Tab. Naloxone (Aluminium foil/Blister pack)	0.5 mg/Tab	10 Tabs/Strip 10 Strips/Box	**20,000**	**7,000**	
	Sub Category: Anti- Filarial Drugs						
91	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	**51,180**	**21,000**	
	Sub Category: Anti- Tubercular Drugs						
92	D11002	Tab. Rifampicin (Dispersible Tab.) (Aluminium foill/ Blister	150 mg/Tab.	10 Tabs/Strip 10 Strips/Box	**180,000**	**8,000**	

		pack)					
	Sub Category: Muscle Relaxants and Cholinesterase Inhibitors						
93	D17047	Inj. Ephedrine HCl	30 mg/ml	1ml/Amp 20 Amps/Box	**85,475**	**13,000**	
94	D24005	Inj. Vecuronium Bromide	4mg /2ml	2 ml/Vial 20 Vials/Box	**24,990**	**80,000**	Bulk Drugs as per Clause No. 6.24.1.
95	D24008	Inj. Neostigmine Methylsulphate + Glycopyrrolate	Neostigmine Methylsulphate 2.5 mg + Glycopyrrolate 0.5mg /ml	5ml/Amp 20 Amps/Box	**20,420**	**11,000**	
	Sub Category: Anti Viral Drugs						
96	D32015	Cap. Oseltamivir (Aluminium foil/Glycine Poly Foil/Blister pack)	75 mg/Cap	10 Caps/Strip 10 Strips/Box	**20,000**	**8,000**	
97	D32016	Syp. Oseltamivir Phosphate I.P & 12 mg/ ml	12 mg/ ml	75ml/bottle 20Bottles/Box	**750**	**5,000**	
98	D32017	Cap. Oseltamivir (Aluminium foil/Glycine Poly Foil/Blister pack)	30 mg/Cap		**2,000**	**1,000**	
99	D32018	Cap. Oseltamivir (Aluminium foil/Glycine Poly Foil/Blister pack)	45 mg/Cap	10 Caps/Strip 10 Strips/Box	**3,000**	**3,000**	
	Sub Category: Kit						

100	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	**2,876**	**3,000**	
101	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	**2,876**	**3,000**	

Items Having Pre-Qualification Turn Over Criteria of Rs. 2Crs or more

102	S02110	Bivalent Rapid Diagnostic Test Kit	As per tender specification	10 test/kit/box	**7,500,000**	**1,793,000**	Bulk Drugs as per Clause No. 6.24.1. & **5** Nos of kits as Sample to be submitted on the scheduled date and time mentioned at NIT.
103	D29013	Inj. Calcium Gluconate	10% w/v	10 ml/Amp 20 Amps/Box	**155,215**	**22,000**	
104	D31035	Bleaching Powder	Not Less than 30% w/v Available Chlorine	1 kg / Packet 10 Packs/Box	**78,650**	**55,000**	Bulk Drugs as per Clause No. 6.24.1.
105	D04044	Tab. Mephenamic Acid (Disp. Tab.)	100 mg/ D.T	10 Tabs/Strip 10 Strips/Box	**1,275,960**	**21,000**	
106	D29006	Oral Soln. of Potassium Chloride (with measuring cap, plastic container/ Glass Bottel as per I.P)	15 % w/v Soln.	500 ml/Bottle 20 Bottles/Box	**30,030**	**18,000**	
107	D31020	Tab. Sodium Dichloro Isocyanurate (NADCC)	3.5 mg/Tab	1000 Tabs/Jar	**506,300**	**4,000**	Bulk Drugs as per Clause No. 6.24.1.

108	D31041	Soda Lime	Medical Grade, Granular Form	4.5 Kg/Jar	**2,104**	**55,000**	

Items Having Pre-Qualification Turn Over Criteria of Rs. 1 Crs or more

109	D16046	Glucose for Screening of GDM	75 gm per Pouch / Packet Box with hermetically sealed in high-density polyethylene (HDPE) inner lining.	75 gm per Pouch / Packet	**7,500,000**	**4,000**	

NB : 1. ***The Approx. Quantity mentioned at column No. 6 may substantially vary from order quantity. The order quantity will be based on the intimated LOI quantity by OSMC to the approved suppliers after the finalisation of rate contract.***

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 8598830184	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 8763264251	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 9938151017	6	District Drug Warehouse C/O C.D.M.O, Cuttack Dist. Cuttack, Odisha Tel/Fax : 0671 – 2301007/ 8763643450 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 9861420917	8	District Drug Warehouse C/O C.D.M.O, Keonjhar Dist. Keonjhar , Odisha Tel/Fax : 06766 – 255525 osmc.keonjhar@gmail.com 9438025079
9	District Drug Warehouse C/O C.D.M.O, Balasore Dist. Balasore, Odisha Tel/Fax : 06782 – 261959/262011 osmc.balasore@gmail.com 9439814375	10	District Drug Warehouse C/O C.D.M.O, Deogarh Dist. Deogarh , Odisha Tel/Fax : 06641 – 226428 osmc.deogarh@gmail.com 8018469237	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 osmc.khurda@gmail.com 9853269562
13	District Drug Warehouse C/O C.D.M.O, Baragarh Dist. Baragarh, Odisha Tel/Fax : 06646 – 232804 osmc.baragarh@gmail.com 8186094241	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 8763142334	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, 9439284408 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 9668716447	20	District Drug Warehouse C/O C.D.M.O, Kendrapada Dist. Kendrapada , Odisha Tel/Fax : 06727 – 232171 osmc.kendrapada@gmail.com 7064323467

21	District Drug Warehouse C/O C.D.M.O, Malkangiri Dist. Malkangiri , Odisha Tel/Fax : 06861 – 230277 osmc.kandhamal@gmail.com 8763389710	22	District Drug Warehouse C/O C.D.M.O, Rayagada Dist. Rayagada , Odisha Tel/Fax : 06856 – 222603 osmc.rayagada@gmail.com 9040589024	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 9937221572	24	Drug Warehouse C/O Director, Mental Health Institute, Cuttack, Campus of SCB medical College Hospital, Manglabag, Cuttack osmc.mhicuttack@gmail.com 9437615473
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 9439214886	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/ 9861737060/ 7873963785 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 9090360980 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 9439085595 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 9861353946 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 (Sishubhaban), Ganeshghat, 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 8018672325 osmc.nawarangpur@gmail.com	38	Drug Warehouse , C/O Supdt. S.C.B Medical college Hospital, Manglabag, Cuttack Tel/Fax : 0671 – 2414080 /2414147/7873366494 osmc.scbmch@gmail.com	39	Drug Warehouse , C/O Director, AHRCC, Manglabag, Cuttack 8908618760 osmc.ahrcc@gmail.com		

Technical Specification

BIVALENT RAPID DIAGNOSTIC TEST KIT (S02110)

A. Description of the Test Kit

The Bivalent Rapid Diagnostic Test Kit (RDT) for malaria should comprise of test Card (cassette) and reagents including buffer solution in a dropping bottle.

The test Kit should be able to rapidly diagnose both P. faciparum and P. vivax. The test 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 materials required for performing the test including individually packed sterile lancets for pricking, alcohol swabs, heparinized capillary tubes (diameter-1mm) with relevant markings and reaction tubes with stand/ wells as required.

The required packing standards and labeling should meet the Good Manufacturing Practice (GMP) standard. The manufacturer should have International Organization for Standardization [ISO] certification. One should be able to perform the test with the blood taken by finger prick of the patient.

Temperature stability data: information on thermal stability for the lab product and accelerated stability for the purchased lot should be available.

Type of RDT – The RDT should be able to detect *P. faciparum* Histidine-Rich Protein-2 (HRP2) and P. Vivax Lactate Dehydrogenase (pL DH) **and not aldolase.**

RDT Performance criteria :

The Products should conform to the following set of criteria (A-D), based on the results of the evaluation of the WHO Malaria RDT Product Testing:

(A) For the detection of Plasmodium falciparum (pf) in all transmission settings the panel detection score (PDS) against PF samples should be at least 75% at 200 parasites/µL.

(B) For the detection of Plasmodium vivax (Pv) in all transmission settings the panel detection score (PDS) against Pv samples should be at least 75% at 200 parasites/ µL.

(C) The false positive rate should be less than 10%.

(D) The invalid rate should be less than 5%.

(E) In addition, to claim the RDT Performance Criteria, the bidder must submit relevant documents regarding RDT performance criteria from WHO list of Pre-qualified Quality Control Laboratories.

Each lot of RDT should be tested at a designated lot testing laboratory by using WHO protocol at the time of delivery. Only those lots with **PASS** report will be accepted for delivery.

B. Content of Kit and Packaging:

Each kit should be hermetically sealed in non-permeable pouch and should have moisture absorbent material. 10 such test cards (cassette), or lesser quantity as required by the Programme should be packed in a box containing the reagents and the test plates. Adequate literature detailing the test kit components, principle, methodologies and validity criteria as specified under ' RDT performance criteria' should be provided in the kit inserts with the test kits.

Storage conditions, expiry dates and limitations of test should be provided. The small box should be packed in bigger cardboard carton 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 the RDTs should not have lost 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 its own cost.

D. Stability requirements at temperatures of intended storage, transport and use:

RDTs should have high thermal stability for use in areas with very high ambient temperatures as per the evaluation by WHO Malaria RDT Product Testing against a single cultured *P. faciparum* isolate at 200 parasites/ µL at baseline and after 60 days of incubation at room temperature, **35º C and 45º C**.

E. Quality Assurance:
The product should be complied with ISO 13485.

F. Marking/ Labeling:

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

(ii) The large carton (containing 10 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. **Government of Odisha – NOT FOR SALE**

G. Details regarding approval of license

(i) Manufacturing and Marketing License for manufacturing of Rapid Malaria Diagnostic Test 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 performance criteria of the offered product , i.e. WHO FIND report mentioning the panel detection score, false positivity rate, invalid rate, ease of use, thermal stability data etc. Claim should be supported by reports of actual shelf life studies.

(iii) Reports of proven performance of the offered product in conditions similar to Indian field conditions (room temperature up to 40º 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 RDT.

H. Shipping from manufacturer

Before shipping: The manufacturer should provide to the consignees the 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) should be 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 should initiate shipment only when the consignee has confirmed the receipt of shipping notification.

Manufaturer should ensure / 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). Leaving materials on airport tarmacs, in customs sheds, or in vehicles should be avoided.

I. Ground transportation:

Ground transportation should be carried out during any stage of delivery without delay, maintaining temperature requirements while the vehicle is moving and if parked. Avoid leaving RDTs in vehicles parked in the sun.

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.*	**10 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 completed within 60 days from the date of delivery of the last consignment/ successful delivery of the supplied item or batch(s).*

5.2 Pre qualification of Bidders:

5.2.1 Bidder only as manufacturer having valid **own manufacturing license/loan license with product endorsement** *or* **Direct importer holding valid import license** with product registration certificate issued by the Drugs Controller General of India (DCGI) shall participate in the instant tender.

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)/ Copy of original Treasury Chalan regarding manufacturing license retention fee **or** Manufacturing license issued by competent authority as per Medical Devices Rules, 2017 for the tendered items coming under Medical Device.

b) In case of importer, it should have a valid import license and product registration certificate issued by the Drugs Controller General of India **or** copy of original Treasury Chalan regarding Import license retention fee **or** Import license issued by competent authority as per Medical Devices Rules, 2017 for the tendered items coming under Medical Device.

c) In case of non-drug item(s) the bidder shall have a manufacturing license/ import export certificate (IEC). However, the bidder have to submit an under taking 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) / valid 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.

NB:- ***In case of bidder as manufacturer having manufacturing license as per Medical Devices Rules, 2017, there is no requirement for submission of Valid GMP/WHO GMP or COPP certificate. However, the bidder has to submit compliance to Quality Management System (QMS) as per CDSCO letter dated 08.08.2018.***

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

5.2.5 5.2.6 Bidders (manufacturer)/(Importer) shall have a minimum turnover for:

Category-A (Anti-Cancer Drugs):- **Rs. 50 Cr** or more in each year during last (3) three financial years in India for the items from Sl. No. **1** to Sl. No. **12**,

Category-B:-**Rs. 15 Cr** or more in each year during last (3) three financial years in India for the items from Sl. No. **13** to Sl. No. **68**,

Category-C:-**Rs. 10 Cr** or more in each year during last (3) three financial years in India for the items from Sl. No. **69** to Sl. No. **101** ,

Category-D:-**Rs. 2 Cr** or more in each year during last (3) three financial years in India for the items from Sl. No. **102** to Sl. No. **108**,

Category-E:-**Rs. 1 Cr** or more in each year during last (3) three financial years in India for the items Sl. No. **109** as per Section IV.

Last **3 (three) financial years** means either for ***2014-15, 2015-16 and 2016-17*** *or* ***2015-16, 2016-17 and 2017-18***. **(Provisional statement of account shall not be considered).**

5.2.6 The bidder must be registered under **GST**.

5.2.7 (a)Bidder/manufacturer who has been de-recognized/ debarred/banned/blacklisted 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 (i) quality failure of the drug(s) supplied (NSQ/ Spurious/ Adulterated/ Misbranded etc.) (ii) Submission of fake or forged documents (iii) Submission of incorrect information / Suppression of vital information & facts can't participate in the tender during the period of de-recognition / debarment/ Banned/blacklisted. Bidder / manufacturing unit which has been de-recognized/ debarred/banned/blacklisted by OSMC for any reasons can't participate in the tender during the period of de-recognition/ 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.

5.2.8 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 **last 3(three) years** in **Format T7**.

5.2.9 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 for the quoted item(s) as per tender specification). This certificate is not applicable for non drug items. This would not apply to new drugs; 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 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.

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

5.2.12 The bidder should have ISO certificate. In case of items required with **ISI Mark** the bidder should furnish valid BIS certificate for the items as per the technical specification mentioned at Section IV.

5.2.13 the bidder has to submit declaration form as per **Format T5.**

5.2.14 the bidder has to furnish the declaration of Production Capacity for the quoted item(s) as per **Format T10**.

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: Annexes [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:

i. 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 in Shape of Bank Guarantee (BG) from any of the nationalized/scheduled bank in India are also being acceptable. Bank Guarantee to be generated through Structured Financial Messaging System (**SFMS**) portal. The Bank Details for generating Bank Guarantee in SFMS, IFS Code: **UBIN0538086** and Branch Code: **538086**.

The Bank Guarantee should be in Favour of Odisha State Medical Corporation Ltd. (OSMCL), payable at Bhubaneswar. Original BG as per format Annexure-IV is mandatory for the bidders to submit before the opening of the online technical bid. BG submitted in format other than Annexure- IV will be liable for rejection.

ii. 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.

iii. The **original instrument** of the bid document cost & EMD(s) in a sealed envelope must reach the Tender Inviting Authority by post / courier on or before the opening of technical bid, failing which the bid shall be liable for rejection. 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 up to

_____ **i.e. 1(one) year from the date of floating of the tender.** *However, maximum capping of EMD amount is now fixed to Rupees 1(one) crore. The bidders can participate for all / multiple items by depositing Rs. 1(one) crore towards EMD.*

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

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

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

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

6.7.6 No interest will be paid for the EMD submitted.

6.7.7 **OSMCL may debar/de-recognize the bidder and EMD will be forfeited, if a bidder;**

6.7.7.1 Misrepresents facts or submit fabricated / forged / tampered / altered / manipulated documents.

6.7.7.2 Withdraws bid after the opening of technical bid;

6.7.7.3 Fails to furnish performance security and agreement within 10 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 shall remain unaffected.

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.

6.10.3 Withdrawal or non-compliance of bid terms and conditions after the issuance of Supply Order will lead to de-recognition/ debarment 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, furnish of relevant document as per the satisfaction of Tender Inviting Authority.

6.11.3 Any pre-condition by the bidder contradicting to the tender terms & conditions or non-compliance to product specification.

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 and reasons for rejection of unqualified bidders.

6.12.1.5 Results of the sample verification / factory inspection (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 of this document.

6.13.2 The bidder shall be responsible for payment of any charges due to any statutory authorities such as Income Tax, GST and 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 bidders to obtain details about the tendered items, conditions governing the bids and also to get the explanation on ambiguity in the bid document, if any.

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 shall not be a disqualification for acceptance of bid.

6.14.7 **Online Submission** of bids 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 advised 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 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 **grey 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 de-recognition/ debarment.

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.

6.16.7.6 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 **PDF 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 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]

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 2014-15, 2015-16 and 2016-17 or 2015-16, 2016-17 & 2017-18 (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 in the format of the drug licensing authority in case of Drug items.

6.17.12 Format – T9 (Declaration for compliance of GMP in case of Drug items)

6.17.13 Photo copy of valid manufacturing license /Loan License / Import license for each product quoted 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 (i) Copy of ISO and (ii) BIS Certificate as per technical specification (if any).

6.17.19 Copy of the GST registration certificate

6.17.20 Copy of PAN

6.17.21 Copy of IT Returns of the financial years 2014-15, 2015-16 and 2016-17 or 2015-16, 2016-17 & 2017-18.

6.17.22 Format- T 10 (Declaration of Production Capacity).

Copies of 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 after the technical bid evaluation and those who qualify in the technical bid evaluation 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.

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

6.20 Deleted

6.21 Sample Verification of the item(s):

6.21.1 Before opening of the Price Bid, if required the sample of the item(s) as mentioned for the item at Column No.8 of Section IV has to be submitted 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.

6.21.2 Failure to submit the samples if required 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.

6.21.3 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 price bid of the technically qualified bidders shall be opened online by the Tender Inviting Authority or his authorized representative.

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 absolute price includes customs duty, packaging, forwarding, insurance, transportation (Door Delivery) [Price per each Tab/Cap/Amp/Vial/Kit/film etc. as per price bid/BOQ (as the case may be)] should include the cost of all accessories **excluding GST.**

6.22.5.2 Applicable GST shall be quoted in the specified column in numeric values (If the field is left blank, value will be taken as zero) in the BOQ/Price Bid 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.

6.22.5.4 Bidders in no way can alter/modify the price bid/ BOQ format, if so he is liable for disqualification.

6.22.5.5 No bidder shall be allowed at any time on any ground, whatsoever it may be, to claim revision or modification in the rates quoted by him(Except any change made by the NPPA/Govt.). Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidder in the Bids shall not be entertained after submission of the tenders. Conditions such as "SUBJECT TO AVAILABILITY" "SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED" etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

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 & excluding GST. The price bid evaluation of an item will be made by comparison of basic quoted prices of each bidder excluding GST. The lowest eligible bidder i.e. (L1) bidder will be the bidder who has quoted the lowest basic price in BOQ, out of the rest bidders for that item.

6.23.2 **Price preferences only** to the 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 MSEs having valid ISO / ISI certification for their product will get an additional price preference of 3%.

6.23.3 In case of any discrepancy in quoted GST percentage in BOQ by different bidders for a similar item(s). Then price bid evaluation for that item will be finalized after getting clarification from bidders as well as from tax department.

6.24 Award of Contract

6.24.1 Criteria:- The contract will be awarded to the lowest evaluated responsive (L1) bidder for the entire tendered quantity or part thereof as per the discretion of management. However, empanelment of other technically qualified bidders may be asked through negotiation to match with the L1 price for supply of the **Bulk/ Critical/ Essential/Program** item (s). Subsequently orders can be place to L1, L2 & L3 bidders at L1 rate in the ratio **50:30:20**.

In case of failure of any supplier, the non supplied portion of the order quantity can go to the other suppliers who are on the panel for supplying of the said item. If L2 and L3 bidders/suppliers unwilling/failing to supply the item with L1 rate, then purchase orders may be placed to the other qualified bidders who are willing to supply the item at L1 rate. The ***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 substantially 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 Within the bid validity period, the Tender Inviting Authority will notify the list of successful bidder(s) in tender portal or website of OSMCL before issuing the Letter of Intent (LOI).

6.25.2 The successful bidder(s), upon receipt of the LOI, shall deposit the prescribed performance security within **10 (ten)** 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.

6.25.4.6 Modification 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

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, the successful bidder shall convey its views to the Tender Inviting Authority within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority amendment / modification of terms of the contract.

6.26 Performance Security

As the tender quantity of some items to be procured is huge, hence purchase orders will be issued in phases/ staggered manner, thus there should be coherence between LoI quantity vis-a-vis purchase order quantity.

(a) Performance Security for an amount equal to 5% of LOI value excluding Taxes shall be paid upfront within 10 days of issue of LOI in form of Demand Draft drawn in favour of the Managing Director, OSMCL payable at Bhubaneswar/ Irrevocable Bank Guarantee from any Nationalised / Scheduled Bank in favour of the Odisha State Medical Corporation (O), Bhubaneswar in the format as given in Annexure –V with validity for a period of 24 months from the date of execution of the agreement.

(b) For subsequent order (s)/ emergency situations, the successful supplier shall deposit performance security for an amount equal to 5% of P.O. value excluding Taxes within 10 days of issue of purchase order in shape of Demand Draft / Irrevocable Bank Guarantee from any Nationalised / Scheduled Bank in favour of the Odisha State Medical Corporation (O), Bhubaneswar valid for a period of 24 months from the date of execution of the agreement.

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.

6.27 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.

6.27.1 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.

6.27.2 The Performance security shall be denominated in Indian Rupees as detailed below:

6.27.3 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.

6.27.4 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.

6.27.5 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.

6.27.6 Tender Inviting Authority will release the Performance Security without any interest to the successful bidder on completion of 24 months from the date of execution of the agreement.

6.28 Supply Conditions

6.28.1 The tender inviting authority may place the purchase order in a phased manner during the rate contract period. The Purchase orders will be issued through E-mail followed by Speed Post/ Courier.

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/program requirement, the supply period limit will be revisited 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 6.38.5**

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 incidental charges till it reaches at consignee point. It shall be ensured by the supplier that the item(s) delivered at the destination(s) in good condition as per Bid Document.

6.28.5 All items should have **minimum 5/6th shelf** at the time of supply.

6.28.6 However, in case of small ordered items (i.e. small ordered quantity in comparison to the batch manufacturing size), imported items and in case of vaccines, serums, immunoglobulin's, blood products like human coagulation factors VII, VIII, IX, etc may be considered for exemption from the above stipulation (Cl. No. 6.28.5) with an undertaking furnished by the supplier that if the item expires not being utilised then the supplier shall replace the whole expired stock/item with fresh batch(es). However, at the time of supply the item should have **minimum 70% of the remaining shelf life** from the date of manufacture.

6.28.7 The supplier shall submit the copy of the **invoice** along with 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. The supplier has to submit all the copies of the test reports to the Quality Assurance Division and copy of the invoice to finance division of OSMCL.

6.28.8 Where more than one batch of the drug is supplied under one invoice, the quantities of each batch with **date of manufacture** and **expiry** shall be clearly specified. The quantity supplied shall be in terms of the units mentioned in the Tender Document. Any variation in the description of product in the invoice, analysis report and actual supplies shall be considered as improper invoicing.

6.28.9 The items quoted are to be supplied in **standard packing** with wordings "**Govt. of Odisha Supply – NOT FOR SALE"** (in Odia and English) to legibly appear in primary, secondary and tertiary packing of all

products. Affixing of stickers and rubber stamps shall not be accepted except Gauze and Bandage.

6.28.10 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"** (in Odia and English) shall appear in primary, secondary and tertiary packing of all products.

6.28.11 No goods shall be received 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 the purchase order shall stand automatically cancelled without prejudice to penal action as applicable.

6.28.12 The items requiring special cold storage conditions should either be supplied with cold chain transporting system under cold chain norms from the manufacturing unit to the warehouses of the Corporation (as per section- IV, Clause No. 4.2) complying cold chain norms

6.29 PACKAGING (As per Annexure – I):

6.29.1 All the packaging materials should be new and as per specification. The packaging shall be sufficient to withstand the hazards of transportation and storage (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 expiry (As per Annexure – I).

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

6.30 Quality Testing

6.30.1 The approved supplier shall furnish a copy of in-house Certificate of Analysis (COA)/Test Report issued by Approved NABL Accredited Laboratory/Central Drug Testing Laboratory i.e. C.R.I. Kasauli in case of Vaccines/N.I.B/other Govt. Testing Laboratories for each batch of items supplied by them.

6.30.2 All the items received shall be quarantined for Quality Testing by OSMCL. Samples from the supplied batches of each item at the point of delivery/storage or distribution will be collected by the consignee as a part

of Standard Quality Assurance Procedure and will be sent to QA division of OSMCL. The QA division will send the same to Approved NABL Accredited Laboratory empanelled by OSMCL/Govt. Testing Laboratories for appropriate quality testing as decided by the procuring authority. The item(s) shall only be allowed for distribution after getting the "Standard Quality" Test Report from the above mentioned laboratories. If the outcome of quality testing for a particular batch of item is found to be of NSQ (Not of Standard Quality) as per the test report, then the supplier shall replace the entire quantity (100%) of supply of that batch. In case of a NSQ report the supplier shall take back the available NSQ stock (unused) in different health institutions (facilities) of the State at his own cost within a period of 60 days of the issue of the letter from OSMC.

6.30.3 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.

6.31.1 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.

6.31.2 In case of NSQ, OSMCL reserves the right to instruct the supplier to take back the NSQ batch with replacement of the same at all the warehouse(s) at their own cost within 60 days of issue of letter from OSMC, failing which a penalty as per the penalty clause (Cl. No. 6.38) would be levied. In the event of non replacement OSMCL reserves the right to destroy the entire NSQ batch (es) of which cost will be recovered from the supplier from any money due/becoming due to the supplier. Further OSMC will not be held responsible for any damage/loss, if there is expiry of the shelf-life of the above item(s) due to efflux of time attributable to the supplier.

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

6.31.4 If any item(s) supplied has undergone some physical changes and the same is visible to naked eye such as change of colour, chipping, breaking, being/becoming fragile or soft, appearance of spots, being/becoming sticky, presence/appearance of particulate matters/flakes etc., which make the drug unfit for use, no further test and analysis shall be carried out and the same item(s) shall be recalled and replaced by the supplier. However, OSMCL reserves the right to draw sample for Test/Analysis, if felt necessary.

6.31.5 **De-recognition/Debarment** procedures for supply of NSQ item (s) are mentioned in Clause 6.39.1(ii)

6.31.6 In case of non-availability of empanelled NABL laboratories for testing/specific testing of items, OSMC reserves the right to send the sample of the items to any other NABL/Govt. laboratories which have the testing/specific testing facilities for that item(s) and the test report will be treated as final.

6.31.7 After being released for public distribution, if any statutory sample of OSMCL supply drug is drawn by Drugs Control Department of the state on suo-motto basis or on complaint or drawn by officers of CDSCO and if it is declared as Not of Standard Quality (NSQ), the report is conclusive till it is challenged by supplier/ company. If it is challenged, then the report of Director, CDL, Kolkata shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of debarring of product or company.

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 Payment for the supplied quantity shall be made in three phases against minimum of 40%, 70% and full supply (delivery & acceptance after QC) of the ordered quantity respectively within a period of 60 days from the date of delivery of the last consignment in each phase.

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 supplier 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 (FM) means extraordinary events or circumstance beyond human control such as an event described as an act of God (like a natural calamity) or events such as a war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause).

6.35.2 An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs (**within 7 days**) and it cannot be claimed ex-post facto.

6.35.3 There may be a FM situation affecting the purchase organisation only. In such a situation, the purchase organisation is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding **60(Sixty)** days, either party may at its option terminate the contract without any financial repercussion on either side. Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/ or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

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.

6.36.4 Applicable Law & Jurisdiction of Courts

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

6.36.4.2 All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar / High Court of Orissa.

6.37 General/ Miscellaneous Clauses

6.37.1 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.

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

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

6.37.4 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.

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

6.38 Penalties for Non-performance

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

6.38.1.1 imposition of liquidated damages,
6.38.1.2 forfeiture of performance security

6.38.1.3 termination of the contract
6.38.1.4 de-recognition/ debarment of the bidder/supplier

6.38.2 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 performance security as well as result in de-recognition/ debarment of the bidder.

6.38.3 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 of Performance Security or leading to de-recognition/ debarment.

6.38.4 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:

6.38.5 **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**.

6.38.6 *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.*

6.38.7 The decision to impose penalties and finally to **de-recognition/debarment** the defaulting firm will be final and shall be binding on all bidders participating in the bid.

6.39 De-recognition/Debarment

6.39.1 OSMCL shall **de-recognize/ debar** the defaulting supplier for any item for a period up-to **3(three) years** from the date of issue of De-recognition/Debarment order on the following grounds:

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

(ii) If **3(three)** or more batches of any item supplied during the contract period declared as **"Not of Standard Quality"** on the

basis of quality test report by empanelled Laboratories and/or Regulatory Authority **(both State and Central).**

6.39.2 If **3(three)** or more items supplied by the supplier are declared as **de-recognized/debarred** on **quality grounds**, then the firm **itself will be de-recognized/debarred** by OSMCL.

6.39.3 The bidder can be **de-recognized/debarred** by OSMCL up-to 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** along with the bid.

6.39.4 The de-recognition/debarment provisions will apply *without prejudice to other penal provisions as per the tender terms & conditions*.

6.39.5 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided appropriate.

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 terminating 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 inter-alia, the extent to which the successful bidder's performance under the contract is terminated, and the effective date of such termination.

6.41 Fall Clause

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 elsewhere in the country during the period of contract. If at any time, during the contract, the bidder reduces the price chargeable under the contract, he shall forthwith 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.

6.42 Cross fall Breach Clause

The award of two contracts shall not in any way dilute the responsibility of the Supplier/ bidder for the successful completion of the contract and breach in one Contract shall automatically be constructed as a breach of the other Contract which will confer a right on the Purchaser to terminate the other Contract also at the risk and the cost of the Supplier/ bidder. Both contracts will contain a cross fall breach clause specifying that breach of one will constitute breach of the other.

SECTION –VII

FORMATS FOR SUBMISSION OF BID

(Technical Bid)

FORMAT – T 1

CHECK LIST

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

The documents have 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.

Copies 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.5,600/- 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 GST registration certificate		
7	Copy of PAN (Income Tax)		
8	Copy of IT Returns of the financial years 2014-15, 2015-16 and 2016-17 or 2015-16, 2016-17 and 2017-18.		
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 2014-15, 2015-16 and 2016-17 or 2015-16, 2016-17 and 2017-18 (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 in case of Drug items.		
15	Format–T9 (Declaration of **compliance of GMP**)		
16	Format – T10 (Declaration Form for Production Capacity)		
17	Photo copy of valid manufacturing license / Import license for each and every product quoted by the drug licensing authority		
18	Valid Drug Endorsement for each quoted item/ Product registration certificate (In case of Importer) by the drug licensing authority		
19	Valid up-to-date Good manufacturing practice certificate as per revised schedule-M (GMP)/WHO GMP/ COPP Certificate by the drug licensing authority		
20	Valid up-to-date WHO GMP / COPP certificate (in case of importer) by the drug licensing authority		
21	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.		
22	ISO and BIS Certificate (if any)		
23	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 – T10) 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. No.	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 Mfg. License / Import License & GMP/WHO GMP/COPP certificate (of the items quoted)	Shelf life of the quoted item(s)	Standard Batch Size of the quoted item(s)	Monthly Production Capacity of the quoted item(s)	Annual Production Capacity of the quoted item(s)
1	2	3	4	5	6	7	8	9	10	11	12

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

*** Standard Batch Size, Monthly Production Capacity and Annual Production Capacity (**Column No. **9,10 &11** of **T2) of the quoted items must be specified in quantifiable no's i.e. in case of Tabs/Caps it should be in no. of Tabs/Caps, in case of Syrup/Sups'./Solutions/Lotions/Liquid internal or external preparations' it should be in no bottles/Jars etc., in case of Ointments/Semisolid preparations it should be in no. of Tubes/Jars etc., In case of Gauge/bandage/Cotton etc. it should be in no. of Than/KGs/Packets etc. and in case of inject able items/IV fluids it should be in no. of AMP/VIAL/Bottles etc.**

Signature of the Bidder:

Date: Official Seal:

Format – T3

(To be submitted in ***Part I -Technical Bid***)
(In terms of Cl. No**. 5.2.11** of Bid Document)

DETAILS OF EMD SUBMITTED

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

Sl.	Item Code	Name of Item	D.D/BG/BC 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 any criminal case was registered against the company or any of its promoters in the past?*	Yes / No

9	*Other relevant Information*				
9.a	*Furnish the copy of the GST registration certificate*				
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

DECLARATION FORM

(To be submitted in ***Part–I Technical Bid***)
(In terms of Cl. No**. 5.2.13** and **6.39** of Bid Document)

(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 items). 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. OSMCL/2018-19/DRUGS-DHS-RE TENDER/07 along with the subsequent amendment, if any.**

I/We do hereby declare I/We are not de-recognized / debarred/ banned/ blacklisted/ convicted as a firm or for the quoted item(s) **on or before the date 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. **5.2.7** of the tender document.

I/We agree that the Tender Inviting Authority can forfeit the Earnest Money Deposit and or Performance Security Deposit and de-recognition/ debarment 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 / blacklisted/banned/ debarred 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 items /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 items 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***)
(In terms of Cl. No**. 5.2.5** of Bid Document)

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	***2014 – 2015/2015 – 2016***	
2	***2015 – 2016/2016-2017***	
3	***2016 – 2017/2017-2018***	

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***)
(In terms of Cl. No**. 5.2.8** of Bid Document)

PERFORMANCE STATEMENT

(For the period of last three years)
(Please furnish order copies of the client serially, the names of which are mentioned below)

Name of Bidder: :
Name of Manufacturer:_____ Name of the Item :_____

Sl.	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								
..								
..								

(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 terms of Cl. No**. 5.2. 9** of Bid Document)

(**In LETTER HEAD OF THE LICENSING AUTHORITY)**

PRODUCT MANUFACTURING CERTIFICATE

MARKET STANDING(In case of Drug)

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 Submission of Tender Documents. : Yes / No

(If Not, Nil Statement)

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

(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

FORMAT-10

DECLARATION FOR PRODUCTION CAPACITY OF THE QUOTED ITEM(S) BY THE MANUFACTURER

(To be submitted in ***Part–I Technical Bid***)
(In terms of Cl. No**. 5.2.14** of Bid Document)

(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 hereby declare that, I/ we have complied the minimum required production capacity for the following items which I /we have quoted in the said tender vide Bid Ref. No. **OSMCL/2018-19/DRUGS-DHS-RE TENDER/07** (as per format T2 and T3). Again, I/we declare that the Production Capacity which I/we mentioned at Format T2 is true in every sense, which is based on with my declaration at Format T9 (Declaration for manufacturing items and production capacity as per G.M.P/WHO GMP/COPP as per item dosages form).

Sl. No.	Item Sl. No. as per Section IV (Cl. No. 4.1)	Item Code	Item Name(s)	Strength / Specification	*Monthly Production Capacity of the Quoted item(s)	*Annual Production capacity of the Quoted item(s)
1						
2						
3						
4						
5						
6						

***N:B:- Monthly Production Capacity and Annual Production Capacity of the quoted items must be specified in quantifiable no's i.e. in case of Tabs/Caps it should be in no. of Tabs/Caps, in case of Syrup/Sups'./Solutions/Lotions/Liquid internal or external preparations' it should be in no bottles/Jars etc., in case of Ointments/Semisolid preparations it should be in no. of Tubes/Jars etc., in case of Gauge/bandage/Cotton etc. it should be in no. of Than/KGs/Packets etc., in case of X-Ray photo films it should be in no. of packets and in case of inject able items/IV fluids it should be in no. of AMP/VIAL/Bottles etc.**

Signature of the bidder:

Seal:

Date:

Name & Address of the Firm:

N:B:- In case of Importer he has to certify himself based on its original manufactures production capacity.

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 **grey 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

ANNEXES

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 Aluminum 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 aluminum strip / blisters with aluminum foil back.
16. All hygroscopic drugs and sugar coated tablets should be stripped in Aluminum foil / Blister pack.
17. Bandage, Gauze, Plaster Bandage, Roller Bandage & Cotton should be packed as per B.I.S/IP Specification as applicable.

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 at least 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) Gramm age :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

30ml to 120ml bottles.

(1) 100 bottles of 50ml/60ml/30ml 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 partitions 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 5/10 ml Ampoules 100 or 50 ampoules may be packed 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 box.

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

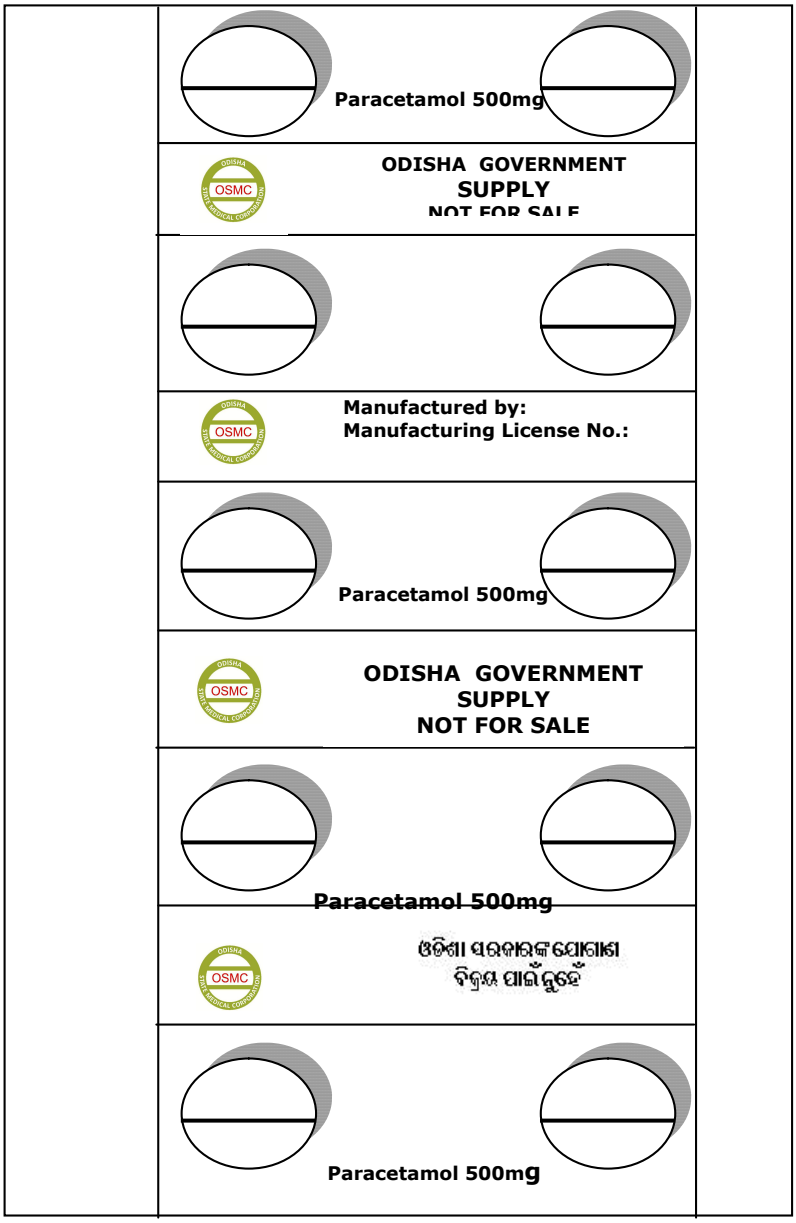
(1) The thermo cool box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the **cold temperature** throughout the period of transit.

(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
(Both in Odiya and English language)

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. :
Drug Code:
Drug Name:
Batch No:
MFG. Date:
Expiry Date:
Carton Quantity:

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

Secondary Packing

Supplier 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**

ANNEXES
(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 purchaser'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 "purchaser") 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.,
Convenient 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