



**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/OTH-DHS-I&L/08

**e- TENDER DOCUMENT
FOR SUPPLY OF
INSECTICIDES AND LARVICIDES
ON RATE CONTRACT BASIS FOR THE
F.Y-2018-19**

**Regd. Office: In front of Ram Mandir, Convent Square, Unit – III,
Bhubaneswar -751 007
Tel.: (0674) 2380950**

INDEX

| Sl. NO. | DESCRIPTION | | PAGE NO. |
|---------|----------------|---|----------|
| 1 | | NOTICE INVITING TENDER | 3 - 4 |
| 2 | SECTION – I | INSTRUCTION TO BIDDERS | 5 - 7 |
| 3 | SECTION – II | GENERAL DEFINITION & SCOPE OF CONTRACT | 8 - 9 |
| 4 | SECTION – III | TENDER SCHEDULE | 10 |
| 5 | SECTION – IV | SCHEDULE OF REQUIREMENT | 11 - 14 |
| 6 | SECTION – V | SPECIAL CONDITIONS OF CONTRACT (TIME LIMITS & PRE-QUALIFICATION CRITERIA) | 15 - 16 |
| 7 | SECTION – VI | GENERAL CONDITIONS OF CONTRACT | 17 - 45 |
| 8 | SECTION - VII | TECHNICAL SPECIFICATIONS | 46 - 56 |
| 9 | SECTION - VIII | FORMATS OF BID SUBMISSION | 57 - 70 |
| 10 | SECTION -IX | ANNEXURES – REQUIRED TO BE EXECUTED BY THE SELECTED BIDDERS | 71 - 75 |

NOTICE INVITING BID
Odisha State Medical Corporation Limited
(OSMCL)

**In front of Ram Mandir, Convent Square, Unit – III,
Bhubaneswar -751 007**

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

Bid Reference No. : OSMCL/2018-19/OTH-DHS-I&L/o8 Date: **02.02.2019**

Online Bids through e-Tender portal (<https://tendersodisha.gov.in>) are invited from eligible bidders for supply of Larvicides and Insecticides as per the particulars mentioned below:

| Sl. No. | Particulars | Date and time | |
|---------|--|---|----------------------------|
| 1. | <i>Date & time of release of bid</i> | 02.02.2019, 3 PM | |
| 2. | <i>Date & time of Pre-bid meeting</i> | 07.02.2019, 11.45 AM <i>Venue : Conference Hall, Odisha State Medical Corporation Ltd., In front of Ram Mandir, Convent Square, Unit – III, Bhubaneswar</i> | |
| 3. | <i>Date & time of Online bid submission</i> | <i>Start Date & Time</i> | <i>End Date & Time</i> |
| | | 15.02.2019, 3 PM | 27.02.2019, 6.00 PM |
| 4. | <i>Date and Time for submission of Tender Document cost and EMD Amount</i> | 28.02.2019, 10 AM to 08.03.2019 till 11 AM. | |
| 5. | <i>Date & time of online Technical bid opening</i> | 08.03.2019 , 11:30 AM | |
| 6. | <i>Date of opening of Price Bid</i> | <i>To be informed to the qualified bidders</i> | |

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

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. 02.02.2019

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

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. 02.02.2019

Copy forwarded to the Director of Health Services (O) / Jt. Director, NVBDCP (O) for information.

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. 02.02.2019

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

**Sd/
Managing Director
OSMC Ltd., Odisha**

Memo No. _____/OSMC

Dt. 02.02.2019

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

**Sd/-
Managing Director
OSMC Ltd., Odisha**

SECTION I

INSTRUCTION TO BIDDERS

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

1.2 This 'Bid Document' contains the following:

Section I: Instruction to bidders

Section II: General Definitions and Scope of Contract.

Section III: Tender Schedule

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

Section V: Specific Conditions of Contract

Section VI: General Conditions of Contract

Section VII: 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 **15.02.2019, 3PM** to **27.02.2019, 5PM** after which the same will be removed from the list of "**Latest Active Tender**". The bid document is also available at website: www.osmcl.nic.in

1.4 PARTICIPATION IN BID

1.4.1 PORTAL REGISTRATION:

The bidder intending to participate in the bid is required to **register in the e-procurement portal** using an active personal/official e-

mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the **State Procurement Cell** after **verification of original valid certificates/documents** such as (i) PAN and (ii) Registration Certificate (RC) / GST Certificate (for Procurement of Goods) of the concerned bidder. 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, 0674-2380608 & 0674-2380950.

1.4.5 **PREPARATION OF BID**

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

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

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

1.4.7 **SUBMISSION AND SIGNING OF BID**

The detail guideline for submission of & signing of bid is mentioned at General Condition of Contract- Section 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 finalizes bids and ensures 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 are 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 **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. | <i>Bid Reference No.</i> | OSMCL/2018-19/OTH-DHS-I&L/08 |
| 2. | <i>Cost of Bid Document (in shape DEMAND DRAFT)</i> | Rs. 5,600/- (inclusive of GST) for any or all the item(s) |
| 3. | <i>Earnest Money Deposit (In shape of DD/BG/BC)</i> | 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. | <i>Validity of bid</i> | 180 days from the last date of bid submission. |
| 5. | <i>Performance Security</i> | 5 % of the Total contract value with respect to the Approx. quantity mentioned in Schedule IV excluding taxes (for successful bidders) |
| 6. | <i>Validity of Performance Security</i> | 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. | <i>Date & time of release of bid</i> | 02.02.2019, 3 PM | |
| 2. | <i>Date & time of Pre-bid meeting</i> | 07.02.2019, 11.30 PM Venue : Conference Hall, Odisha State Medical Corporation Ltd., In front of Ram Mandir, Convent Square, Unit – III, Bhubaneswar | |
| 3. | <i>Date & time of Online bid submission</i> | <i>Start Date & Time</i> | <i>End Date & Time</i> |
| | | 15.02.2019, 3 PM | 27.02.2019, 5 PM |
| 4. | <i>Date and Time for submission of Tender Document cost and EMD Amount</i> | 28.02.2019, 10 AM to 08.03.2019 till 11 AM. | |
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SECTION IV

SCHEDULE OF REQUIREMENT

- 4.1 Items Tendered with Specification / Strength, Unit Pack Size, Tentative Quantity (in Absolute) & EMD(s) to be submitted. [Qty. in Absolute means no. of Liters/Kg (as the case may be) and not the Unit Pack]**

The price in the (BOQ/ Price Bid) to be quoted in unit pack as per column no. 4

***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. The pack size mentioned in column no. 4 Section IV is Unit Pack Size.

| Sl. No. | Drug Code | Name of the Item | Unit Pack Size | *Approx. Qty Required in Absolute i.e. (KG/LITERS) | EMD (in Rs.) | Remarks |
|---------|-----------|---|-----------------|--|-----------------|-----------|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | D14032 | BACILLUS THURINGIENSIS VAR ISRAELENIS, BTI (WP) | 5 KG / Packet | 5,500 | 1,16,000 | Bulk item |
| 2 | D14037 | BACILLUS THURINGIENSIS VAR ISRAELENIS, BTI (AS) | 10 Liters/ Drum | 8,500 | 2,26,000 | Bulk item |

| | | | | | | |
|---|--------|------------------------------|------------------|-----------------|-----------------|------------------|
| 3 | D14031 | Mosquito Larvicide Oil (MLO) | 20 Liters/ Drum | 1,04,000 | 1,69,000 | Bulk item |
| 4 | D14030 | TEMEPHOS (50%) EC | 5 Liters /Drum | 22,000 | 2,77,000 | Bulk item |
| 5 | D14028 | DELTAMETHRIN FLOW (2.5%) | 1 Liters/ Bottle | 30,000 | 1,46,000 | Bulk item |
| 6 | D14029 | PYRETHRUM EXTRACT (2%) | 25 Liters/ Drum | 4,500 | 1,04,000 | Bulk item |
| 7 | D14038 | DIFLUBENZURON (25%) WP | 500 gm / Packet | 5,000 | 2,11,000 | Bulk item |
| 8 | D14039 | CYPHENOPHRIN (5%) EC | 5 Liter/ Drum | 620 | 4000 | |
| 9 | D14040 | PYRIPROXYFEN (0.5%) GR IGR | 500 gm / Packet | 600 | 38,000 | |

NB: The Approx. quantity mentioned at column No. 5 may vary substantially from order quantity. The order quantity will be based on the LOI quantity or quantity required as per the consumption of the indenting agency.

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, Sonapur Dist. Sonapur , Odisha Tel/Fax : 06654 – 220209 9861353946 osmc.sonapur@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 | | |

4.2 Technical Specifications:

The detailed technical specifications of each item are mentioned in **Section VII**.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

5.1 Time Limits Prescribed

| <u>Sl. No</u> | <u>Activity</u> | <u>Time Limit</u> |
|---------------|--|---|
| 5.1.1. | <i>Delivery period</i> | 70 days from date of issuance of Supply Order |
| 5.1.2 | <i>Submission of Performance Security and entering into contract</i> | 10 days from the date of issue of Letter of Intent. |
| 5.1.3 | <i>Time for making payments by Tender Inviting Authority</i> | 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(es). |

5.2 Pre qualification of Bidders:

5.2.1 Manufacturing units / Importers [(of the tendered item(s))] are eligible to participate in the tender provided, they have:

- a. Manufacturing license / Import License.
- b. Registration with **Central Insecticide Board (CIB)** in India under Insecticide Act 1968 [for all items **except** Mosquito Larvicide Oil (MLO)].
- c. Valid **ISO certificate**.
- d. Valid BIS certificate (as per technical specification).
- e. The bidder must be registered under **GST Act**.

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

- f. Proof of supply of (executed directly by manufacturer/Importer of the item (s) /similar item (s) mentioned in the schedule of requirement to **State or Central Government or Government Hospitals / Corporate Hospitals / PSU Hospitals / Municipal Hospitals / Pvt. Hospitals in India / UN agencies / Corporate Sectors / Authorized agency of the State / Central Govt./PSUs/Corporations/Market Supply** as a manufacturer or otherwise, purchase order copies in support of that in **last 3**

years (Cumulative quantities supplied in last three years) as per format at **Format-T7**. Transaction between a group of companies and with subsidiary companies will not be taken into consideration as a marketing experience. However, for newly introduced items in NVBDCP program like **CYPHENOPHRIN (5%) EC** and **PYRIPROXYFEN (0.5%) GR IGR**, proof of supply during any **1(one)** year in last **3(three)** year is accepted in technical bid evaluationw.

g. Proof of annual turnover (Manufacturers/Importer) of **Rs.2 Core or more** in each of the last three (3) financial years certified by the Chartered Accountant as per the format at **Format- T6**, supported by **annual audit reports**.

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

5.2.2 (a) Bidder / manufacturer who has been blacklisted / debarred/banned by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services (Odisha) and or convicted by any court of law due to (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 blacklisting / debarment/ Banned. Bidders/manufacturing units which has been blacklisted / debarred/banned by OSMC for any reasons can't participate in the tender during the period of blacklisting / debarment/banned.

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

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

5.2.4 The bidder has to submit Declaration as per **Format T5**.

5.2.5 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 : Bid Schedule

Section IV : Schedule of Requirement

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, installation, commissioning and the after sales service of the items bided are contained in this "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 - 2380950**, **0674-2380608** and **0674 - 2380660** or State 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 to 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. 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, regardless of the conduct or outcome of the bidding process. The **documents to be submitted** online are 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, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid 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. A technical leaflet /brochure / literature shall be furnished
- 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 initialed by the person (s) signing the offer.
- 6.4.6 Bidder shall submit a **declaration letter** as per the format given as **Format T5** and copy of amendments published if any signed by the bidder or the authorized representative shall be enclosed 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 - 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) 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 **01.02.2020 i.e. 1(one) year from the date of floating of the tender**
- 6.7.2 Only **Local MSMEs** registered in **Odisha** with the respective DICs, Khadi, Village, Cottage & Handicraft Industries, NSIC are exempted from submission of EMD, subject to submission of the valid registration certificate from the concerned authority.
- 6.7.3 None of the bidders other than those specified in clause 6.7.2 , 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 for 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, demonstration (wherever required), furnishing 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, reasons for rejection of unqualified bidders.
 - 6.12.1.5 Results of the demonstration of the items (if required), reasons for rejection and provisional list of bidders qualified for price bid opening.
 - 6.12.1.6 Final List of technically qualified bidders.
 - 6.12.1.7 Summary of Online price bid opening
- 6.12.2 Notice, if any, relating to the contract given by one party to the other, shall be sent in writing by email or fax and confirmed by post. The procedure will also provide the sender of the notice, the proof of receipt of the notice by the receiver. The addresses of the parties for exchanging such notices will be the addresses as incorporated in the contract
- 6.12.3 The effective date of a notice shall be either the date when delivered to the recipient or the effective date specifically mentioned in the notice, whichever is later.

6.13 Other Terms and Conditions

- 6.13.1 Technical Specifications and Standards:- The Goods & Services to be provided by the successful bidder under this contract shall conform to the technical specifications and quality control parameters mentioned in **Section VII 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, Customs Duties etc.
- 6.13.3 In the event, if it found that there is some statutory deduction to be made at the source, the Tender Inviting Authority will have the authority to do so.

6.14 Pre-Bid Meeting

- 6.14.1 A pre-bid meeting will be convened to clarify the doubts of the prospective bids. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document after the pre-bid meeting on the basis of feedback obtained during such meeting with a view to obtain maximum number of competitive bids.
- 6.14.2 Date of pre-bid meeting is mentioned in **Section III**.
- 6.14.3 Pre-bid meeting is called by the Tender Inviting Authority to explain briefly about the requirements as well as the terms and conditions of the bid document and to get the views of the prospective bidders, or any clarifications sought by the prospective bids on bid terms & conditions / specifications etc., as part of ensuing transparency in the bid process.
- 6.14.4 It is an opportunity for the prospective bidder to obtain all the details about the bided items, conditions governing the bids and also to get the explanation of any ambiguous condition that may be present in the bid document.
- 6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the User Institution/funding agency, so as to make amendments in the bid document on the basis of expert advice.
- 6.14.6 Failure to attend the Pre-bid meeting will not be a disqualification for acceptance of bid.
- 6.14.7 Filled up Bids (**Online Submission**) will be accepted only **after** the date of pre-bid meeting.

6.15 Amendment of Bid Documents:

- 6.15.1 At any time prior to the dead line for submission of Bid, the Tender Inviting Authority may, for any reason, modify the bid document by amendment and publish it in e-tender portal and OSMCL website.
- 6.15.2 The Tender Inviting Authority shall not be responsible for individually informing the prospective bidders for any notices published related to each bid. Bidders are requested to browse e-Tender portal or website of the Tender Inviting Authority for information/ general notices/

amendments to bid document etc. on a day to day basis till the bid is concluded before submission of bid.

6.16 Submission of Bid

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

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

6.16.3 **PART II as PRICE BID** (in the required Format) 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 and quote the prices in the respective fields before uploading it. 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 digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the EMD/Bid Security shall stand forfeited & his/her name shall be recommended for blocking of portal registration and the bidder is liable to be blacklisted.

6.16.6 SECURITY OF BID SUBMISSION:

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

6.16.6.2 The encrypted bid can only be decrypted / opened by the authorized 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 by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Bid) citing reasons for withdrawal. 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 system failure or malfunction of internet or traffic jam or power failure etc.
- 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 Photo copy of original manufacturing license / Import license for each quoted product.
- 6.17.10 CIB Registration Certificate by the licensing authority where the product is CIB registered as per Technical Specification Section-VII.
- 6.17.11 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).
- 6.17.12 Format–T7 (Performance Statement during the last (3) three Years)
- 6.17.13 Copies of purchase orders & end user certificates in support of the information furnished in Format T-7
- 6.17.14 Format – T8 (Statement of deviation – Technical Specification)
- 6.17.15 Format – T9 (Para-wise compliance to Technical Specification)
- 6.17.16 Copy of the **Leaflets / Technical Brochures** of the item (s) offered in support of the information provided in Format – T8 and T9.
- 6.17.17 Copy of **Quality Certificates** (valid BIS/ISO) of the product / organization (As per Section VII - Technical Specification).
- 6.17.18 Copy of the GST registration certificate
- 6.17.19 Copy of PAN
- 6.17.20 Copy of IT Returns of the financial years **2014-15, 2015-16 and 2016-17** or **2015-16, 2016-17 and 2017-18.**
- 6.17.21 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 only published in advance. The date of opening of price bid will be decided for those bidders who qualify in the technical bid evaluation and shall be informed in advance.
- 6.18.2 The on-line opening of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. Bidders or his/her representative shall 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 bid and claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, shall stand disqualified and 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 and Technical Evaluation.

6.19 Evaluation of Bid

6.19.1 The Evaluation will be done by Tender Evaluation Committee.

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

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

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

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

6.20 Deleted

6.21 Deleted

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 **unit price** includes customs duty, packaging, forwarding, insurance, forwarding, transportation

(Door Delivery) [Price per each Packet] 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 and the quoted price will be treated as inclusive of GST) in the BOQ 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 Tenders will be rejected.

6.23 Price Bid Evaluation

- 6.23.1 The quoted rate should include 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 quoted basic prices of each bidder excluding GST.* The lowest eligible bidder i.e. (L1) bidder will be the bidder who quoted the lowest basic price in BOQ, out of the rest bidders for that item.
- 6.23.2 **Price preferences** to eligible **local Micro & Small Enterprises (MSMEs)** of **Odisha** will be given as mentioned below:

Local Micro & Small enterprises and Khadi & Village industrial units including coir, handloom and handicrafts will be entitled for a price

preference of **10%** vis-a-vis local Medium and Large Industries and Industries outside the State (Odisha).

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

- 6.23.3 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 /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 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.

6.26 Signing of Contract

- 6.26.1 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.
- 6.26.2 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.
- 6.26.3 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.
- 6.26.4 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.
- 6.26.5 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.
- 6.26.6 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:
- 6.26.6.1 Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,
 - 6.26.6.2 Incidental services to be provided by the successful bidder
 - 6.26.6.3 Place of delivery and

6.26.6.4 Any other term(s) of the contract, as felt necessary by the Tender Inviting Authority depending on the merits of the case.

6.26.7 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.

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

6.27 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.

- 6.27.1 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.
- 6.27.2 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.
- 6.27.3 The Performance security shall be denominated in Indian Rupees as detailed below:
- 6.27.4 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.
- 6.27.5 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.
- 6.27.6 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.
- 6.27.7 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) or** with a penal period of **50** days after normal delivery period of 70 days i.e. up-to 120 days with LD, at the warehouses/ Supply points as mentioned in Section IV - Schedule of Requirement.
- (b) In case of emergency/epidemic/program requirement, MD, OSMCL reserves the right to fix/limit the normal delivery period to meet the program requirement/ to handle the emergency/ epidemic situation.

- 6.28.3 In case the supplied item(s) not delivered within the stipulated delivery period, the Tender Inviting Authority shall deduct **Liquidated Damage (LD) charges** as per the bid conditions specified in **clause 6.39.5**
- 6.28.4 The successful bidder(s) will arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all 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 The materials supplied by the successful bidder shall be of the best quality and shall comply with the specifications, stipulations and conditions specified in Section VII. In the case of items, statutory standards such as BIS, wherever prescribed shall apply. However, in case of small ordered items (i.e. small ordered quantity in comparison to the batch manufacturing size) 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 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 item 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.

- 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 Technical Specification, SECTION-VII):

- 6.29.1 All the packaging should be New. The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. All primary packaging containers, which come in contract with the drug content, should strictly protect the quality & integrity of the drug and medical consumables (as per technical specification).
- 6.29.2 The packaging cartons must bear the name of the items (Generic names), strength, total quantity, total weight, name of the manufacturer, month of manufacturing and month of expiry (as per technical specification).

The packaging should be as per specification given in as per technical specification.

- 6.29.3 Each Box / Carton / Bottle/ Drum shall bear the seal of the manufacturer and month of manufacturing, month of expiry & Batch No. and labeling of “ODISHA GOVT. SUPPLY NOT FOR SALE” (in

Odiya and English language) and Logo of OSMC. (As per Annexure – I).

6.29.4 Labeling and packing of medicines and medical consumables should be as per specification laid down under Section VII of the Tender Document.

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/other Govt. Testing Laboratories for each batch of items supplied by them.
- 6.31.2 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 bidder at rates as notified from time to time.

6.33 Intellectual Property Rights (IPR)

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

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

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

6.34 Corrupt or Fraudulent Practices

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

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

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

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

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

6.35 Force Majeure

- 6.35.1 For purposes of this clause, Force Majeure (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

TECHNICAL SPECIFICATION

1. **BACILLUS THURINGIENSIS VAR ISRAELENIS (BTI) STRAIN 164, SEROTYPE, H-14 W.P.**

The Technical specification is as per available in the NVBDCP website www.nvbdc.gov.in. The detail technical specification shall be uploaded in the pre-bid corrigendum.

2. **Bacillus Thuringiensis Var Israelensis (BTI) Strain 164, Serotype, H-14 (AS)**

Description of stores: Bacillus Thuringiensis Var Israelensis (Bti) Strain 164, Serotype, H-14 AS

As per specifications given in CIB registration certificate.

- For use in NVBDCP the product should be registered with Central Insecticide Board
- The packing of the product should confirm to the **specifications of CIB**
- The product should have cleared the long term trials by under the supervision of ICMR institutes NICD for 1 year following common protocols published by MRC-VC-RC.
- The product should be stable stored at ambient temperature (not exceeding 44.09⁰ C)

Marking: The Container shall be marked as follows

'GOVERNMENT OF ODISHA SUPPLY NOT FOR SALE' and "Logo of OSMC".

- In addition to the above the container shall bear legibly and indelibly the following information and any other information as necessary under the Insecticides Act and Rules:-
 - a. Name of Material
 - b. Name of the Manufacture
 - c. Batch No.
 - d. Date of Manufacture
 - e. Net volume of contents
 - f. Nominal Larvicide content percent (m/n) and
 - g. The minimum cautionary notice worded as in the Insecticide Act and Rules.

"GOVERNMENT OF ODISHA SUPPLY NOT FOR SALE' and "Logo of OSMC".

3. **MOSQUITO LARVICIDAL OIL (MLO):**

The material shall consist of mineral oil in the form of a homogenous mobile liquid free from dirt, water and other visible extraneous matter. It may, if so specified, have additives incorporated to improve its physical performance. At the rates ordinarily used, it must not be toxic to fish, domestic animals, man or plant life.

TYPICAL PROPERTIES

| CHARACTERISTICS | MLOIL |
|-------------------------|-----------------|
| Appearance & Color | Clear liquid |
| Color | Dark Brown |
| Flash Point (PMCC), °C | Above 65°C |
| Spreading Pressure, Min | 18 dynes/cm |
| Stability of oil film | Minimum 2 hours |

Packing : 20 Litre per drum

- The packing drum should bear the name of the item, total quantity name of the supplier, batch no., license no., date of manufacturing & date of expire.
- The supplier should be made in good packing condition and MRP should not be mentioned anywhere in the drum.

Marking: The Container shall be marked as follows

'GOVERNMENT OF ODISHA SUPPLY NOT FOR SALE' and "Logo of OSMC".

Delivery Terms: For destination freight prepaid up to destination / re delivery at destination.

4. **TEMEPHOS EC 50%:**

Temephos Emulsifiable Concentrate (EC) 50% conforming to ISI specifications No IS: 8498-1977 with amendment No 1 & 2 bearing **ISI certification Mark**.

Registration:-

The product and the firm shall have to be registered by the **Registration Committee, Central Insecticide Board, Directorate of Plant Protection & Quarantine, Department of Agriculture, Ministry of Agriculture** for **Public Health** use. The product should have been field tested by authorized institutions and found suitable for use as spray for control of mosquito vectors.

Shelf Life/ Efficacy:

The expiry date i.e. the date up to which the insecticide shall retain its efficacy and toxicity shall be for a period of **two years** from the date of its manufacture that means the material shall meet with the requirement given in the specification above for a period of two years. This shall be guaranteed by the

firm and certificate in this regard shall have to be furnished along with the bid documents. At the time when the stores are offered for inspection, the life of Larvicides / Insecticides should not have passed more than 1/6th of the effective life of the same counted from date of manufacture.

Packing:-

The stores shall have to be packed in 5 liters clean, dry, leak proof sound non-returnable steel drums coated inside with suitable material resistant to the content inside . The container shall comply with general requirement is stipulated in clause 2 of IS 8190 (part-II)-1976 & 1988 (Second revision).The packing shall also confirm to the tariff rules in force from time to time for goods failing in the category of material of high flash point.

The contractor shall provide certificate from the fabricators of drums to the Inspecting Authority confirming that the drums confirm the above IS specification and the inspecting authority need not test drums before filing so as to minimize delay in inspection procedure.

Marking:-

The containers shall bear legibly and indelibly the information as per clause 3.2 of IS:8498/1977 and information as per the Insecticide Act .1968 and rules made there under. Each container shall be marked with ISI certification mark as mentioned in clause 3.2.1 of IS : 8498/1977. In addition, the container shall be marked:

'GOVERNMENT OF ODISHA SUPPLY NOT FOR SALE' and "Logo of OSMC".

Delivery Terms: For destination freight prepaid up to destination / re delivery at destination.

5. Deltamethrin Flow:

b-1

IS 14411 : 1996

Indian Standard

DELTA METHRIN F — SPECIFICATION

This standard prescribes the requirements and the methods of sampling and test for deltamethrin F.

2. REFERENCES

The following Indian Standards contain provisions which, through reference in this text, constitute provision of this standard. At the time of publication, the editions indicated were valid. All standards are subject to revision, and parties to agreements based on this standard are encouraged to investigate the possibility of applying the most recent editions of the standards indicated below.

| IS No. | Title |
|----------------------|---|
| 6940 : 1982 | Methods of test for pesticides and their formulations (first revision) |
| 8190 (Part 2) : 1988 | Requirement for packing of pesticides: Part 2 Liquid pesticides (second revision) |
| 10627 : 1983 | Methods for sampling of pesticide formulations |
| 12005 : 1987 | Deltamethrin, technical |

3. REQUIREMENTS

3.1 Constituents

The material shall consist of Deltamethrin technical conforming to IS 12005 : 1987 dissolved in suitable solvent(s), together with thickening, emulsifying, wetting and dispersing agents and with suitable stabilizers.

3.2 Description

The material shall be in the form of white to cream coloured liquid. On dilution with water, it shall be suitable for use as a spray.

3.3 Deltamethrin Content

The nominal deltamethrin content shall be declared [see 5.1 (f)], when tested by the method prescribed in Appendix A of IS 12005:1987, the observed

| Nominal Value Percent | Tolerance Limit Percent |
|-----------------------|-------------------------|
| Up to 50 | +10 -5 |
| Above 5 and below 50 | +3 |
| 50 and above | +5 -3 |

3.4. Dispersibility in Water

The material shall pass the test prescribed in 3.4.1.

3.4.1. Fill up a 100 ml measuring cylinder with 95 ml of distilled water and add 5 ml of the sample. Stopper the cylinder and shake thoroughly thirty times. Allow the cylinder to stand at 27°C for one hour.

The sample is considered to be passing the test if it remains dispersed in water and any separation at the top or sedimentation at the bottom is not more than 2 ml.

3.5 Acidity

When tested by the method prescribed in 3.5 of IS 6940 : 1982, acidity (as H₂SO₄) shall not be more than 0.5 percent by mass (max).

4. PACKING

The material shall be packed in 100 ml, 250 ml, 500 ml and one litre HDPE containers which shall be encased in fibre board boxes or wooden boxes. For bulk packing HDPE drums shall be used. It shall also conform to the general requirements given in IS 8190 (Part 2) : 1988.

5. MARKING

5.1 The containers shall bear legibly and indelibly the following information:

- Name of the material;
- Name of the manufacturer;
- Batch number;
- Date of manufacture;

- 1996
- registered under the Provisions of *Insecticides Act, 1968* and the Rules framed thereunder;
- g) Volume in ml or l; and
- h) Any other information required under the *Insecticides Act, 1968* and the Rules framed thereunder and *Standards of Weights and Measures (Packaged Commodities) Rules, 1977*.

5.2 BIS Certification Marking

The product may also be marked with the Standard Mark.

5.2.1 The use of the Standard Mark is governed by the provisions of the *Bureau of Indian Standards*

Act, 1986 and the Rules and Regulations thereunder. The details of conditions under which the licence for the use of Standard Mark may be granted to manufacturers or producers may be obtained from the Bureau of Indian Standards.

6 SAMPLING

When bulk manufactured material is offered for inspection, representative samples of the material shall be drawn as prescribed in IS 10627:1983 and tested within 90 days of its manufacture. The criteria of conformity shall be as given in IS 10627:1983. When the material is offered for inspection after 90 days of its manufacture, sampling shall be done as prescribed in IS 10627:1983, however, the criteria for conformity of the material shall be the limits of tolerances given under 3.3 of this standard.

Marking:

The maximum retail price should not be mentioned on the body of the item. The name of the manufacturer & date of manufacturing, date of expiry, batch no must be printed over the packing of 1 lit. (One lit). DELTAMETHRIN FLOW 2.5% Container along with the logogram '**GOVERNMENT OF ODISHA SUPPLY NOT FOR SALE**' and "Logo of OSMC".

6. PYRETHRUM EXTRACT 2%:

Pyrethrum Extract 2% conform to 1st specification No. IS: 1051-1980(II revision), bearing ISI Certification mark.

Registration: The product and firm shall have to be registered by the Registration Committee, Central Insecticide Board, Directorate of plant protection & Quarantine, Department of Agriculture, Ministry of Agriculture for Public Health use. The product should have been field tested by authorized institutions and found suitable for use as spray for control of mosquito vectors.

SHELF LIFE / EFFICACY: The expiry date i.e. the date up to which the insecticide shall retain its efficacy and toxicity shall be for a period two years

from the date of its manufacture that means the material shall meet with the requirement given in the specification above for a period of two years. This shall be guaranteed by the firm and certificate in this regard shall have to be furnished along with the bid documents. At the time 1/6th of the effective of the same counted from date of manufacture.

PACKING: The stores shall be packed in **25 liters** new dry leak proof, sound, non-returnable, mild steel drum conforming specification No IS:2552.1959 and the packing shall comply with general requirements & **stipulated in IS: 8190(para-2)-1980**. The packing shall also confirm to the tariff rules in force from time to time for goods falling in the category of material of high flash point.

The constructor shall provide certificate from the fabricators of drums to the Inspecting Authority confirming that the drums confirm to the above IS specification and the Inspecting Authority need not test drums before filling so as to minimize delay in inspection procedure.

Marking: The containers shall bear legibly and indelibly the information as per clause 3.2 of IS: 1051-1980(2nd revision) with amendment No 1 & 2. And as per the insecticide Act 1968 and rules made there under the containers shall be marked with ISI certification mark as mentioned in clause 3.2.1 of IS: 1051.1980. In addition, the Containers shall be marked as '**GOVERNMENT OF ODISHA SUPPLY NOT FOR SALE**' and "Logo of OSMC".

7. DIFLUBENZURON 25% WP (INSECT GROWTH REGULATOR) AS LARVICIDE:

The larvicide shall conform to the specification as per registration committee and for standards to be published by the Bureau of Indian Standards. Diflubenzuron 25% WP (IGR) should conform to the standard specified by IS vide No.14186-1994 and amended thereof.

Registration :- The product and the firm shall have to be registered by the Registration Committee, Central Insecticide Board, Directorate of Plant Protection & Quarantine, Department of Agriculture, Ministry of Agriculture for Public Health use for mosquito larvae control of disease vectors.

Shelf Life / Efficacy :- The expiry date i.e. the date up to which the larvicide shall retain its efficacy & toxicity shall be for a period of two years from the date

of its manufacture that means the material shall meet with the requirements given in the specification above for a period of two years. This shall be guaranteed by the firm with a certificate in this regard which shall have to be furnished along with the documents. At the time when the stores are offered for inspection, the life of larvicides should not have passed more than 1/6th of the effective life of the same counted from the date of manufacture.

Packaging :- The material shall be packed in **500 gms** in LDPE bags as approved by Registration Certificate and IS specification of Diflubenzuron WP under heading Packaging. The containers of packaging shall also comply with the general requirements as specified in 2 of IS: 8190(part I): 1980, 1988 & amendment thereof, if any.

Leaflet as approved by the Registration Committee should be affixed to the packaging containing larvicide and shall be printed in English, Hindi & in regional languages indicating product detail, direction for use, precautions, symptoms of poisoning and first aid with antidote if any, Disposal of used containers, storage conditions and manufacturer's name etc.

Marking :- The following information shall be marked legibly and indelibly on each container as per IS specification IS 14186:1994, in addition to the information required under the Insecticide Act 1968 and Rules framed there under:

- a. Name of the Material;
- b. Name of the manufacturer;
- c. Date of manufacture;
- d. Date of expiry;
- e. Batch number;
- f. Net mass of contents;
- g. Nominal Diflubenzuron contents (m/m);
- h. Minimum cautionary notice as worded in the Insecticide Act, 1968 and rules framed there under; and
- i. Any other information required under the Standards of Weights and Measures (Packaged Commodities) Rules, 1977.

In addition, the container shall be marked :

'GOVERNMENT OF ODISHA SUPPLY NOT FOR SALE'and "Logo of OSMC".

Does and frequency: - The recommended dose by NVBDCP expert group is 25 a.i./Ha for clean water and 50 gm a.i./Ha for polluted water at weekly intervals. The State Program officers have the right to carry out chemical analysis of larvicides from field samples during implementation under the programme at any stage during shelf life of the product.

8. TECHNICAL SPECIFICATION OF CYPHENOTHRIN (5%) EC AS INSECTICIDE/ADULTICIDE FOR FOGGING:

The insecticide shall conform to the specification as per registration committee of Central Insecticide Board and for standards to be published by the Bureau of Indian Standards. Cyphenothrin 5% EC should conform to the standard specified by IS vide No.15979:2012 and amended thereof.

Registration- The product and the firm shall have to be registered by the Registration Committee, Central Insecticide Board, Directorate of Plant Protection & Quarantine, Department of Agriculture, Ministry of Agriculture for Public Health use for adult mosquito control of disease vectors.

Shelf Life / Efficacy- The expiry date i.e. the date up to which the insecticide shall retain its efficacy & toxicity shall be for a period of two years from the date of its manufacture that means the material shall meet with the requirements given in the specification above for a period of two years. This shall be guaranteed by the firm with a certificate in this regard shall have to be furnished along with the documents. At the time when the stores are offered for inspection, the life of insecticides should not have passed more than 1/6th of the effective life of the same counted from the date of manufacture.

Packaging- The stores shall have to be packed as per Registration Certificate (in 100 ml, 250 ml, 500ml, 1 lt. & 5 lt.) in tin container suitable lacquered from inside with leak proof and pilfer proof closure system confirming to IS: 9992-1991 and its subsequent amendment thereof, if any.

A leaflet as approved by the Registration Committee should be affixed to the packaging containing insecticide/adulticide and shall be printed in English, Hindi & in regional languages indicating product detail, direction for use, precautions, symptoms of poisoning and first aid with antidote, disposal of used containers, storage conditions and manufacturer's name etc.

Marking- The following information shall be marked legibly and indelibly on each container in addition to the information required under the Insecticide Act 1968 and rules framed there under:

- a) Name of the Material;
- b) Name of the manufacturer;
- c) Date of manufacture;
- d) Date of expiry;
- e) Batch number;
- f) Net quantity;
- g) Nominal Cyphenothrin contents, percent(m/m);
- h) Minimum cautionary notice as worded in the Insecticide Act, 1968 and rules framed there under;
- i) Any other information required under the Standards of Weights and Measures (Packaged Commodities) Rules, 1977.

In addition, the container shall be marked.

'GOVERNMENT OF ODISHA SUPPLY NOT FOR SALE' AND "LOGO OF OSMC".

Dose: The recommended dose for thermal fogging is 0.5 mg a.i/m² in Indoor conditions and 3.5 g a.i/ha in outdoor conditions.

The State Programme officers have the right to carry out chemical analysis of insecticide from field samples during implementation under the programme at any stage during shelf life of the product.

9. TECHNICAL SPECIFICATION OF PYRIPROXYFEN (0.5%) GR (INSECT GROWTH REGULATOR) AS LARVICIDE:

The larvicide shall conform to the specification as per Registration Committee of Central Insecticide Board and for standards to be published by the Bureau of

Indian Standards. Pyriproxyfen 0.5% GR (IGR) should conform to the relevant Indian standard specification.

Registration- The product and the firm shall have to be registered by the Registration Committee, Central Insecticide Board, Directorate of Plant Protection & Quarantine, Department of Agriculture, Ministry of Agriculture for Public Health use for mosquito larvae control of disease vectors.

Shelf Life / Efficacy- The expiry date i.e. the date up to which the larvicide shall retain its efficacy & toxicity shall be for a period of two years from the date of its manufacture that means the material shall meet with the requirements given in the specification above for a period of two years. This shall be guaranteed by the firm with a certificate in this regard shall have to be furnished along with the documents. At the time when the store are offered for inspection, the life of larvicides should not have passed more than 1/6th of the effective life of the same counted from the date of manufacture.

Packing- The product shall be imported in 20 Kg Kraft paper bag confirming to JISP 3401, JISP 3902 and JISP 3904. This Kraft paper bag shall be Aluminium coated by vapour depositions. Bilaminated pouch of Polyester 12 micron and LDPE 120 micron layer shall be repackaging in 500gm, 1 Kg & 5Kg capacities. Fibre board drums shall be the transport packaging as per the relevant IS. No other packaging system shall be used without approval of Registration Committee. A leaflet as approved by the Registration Committee should be affixed to the packaging containing larvicide and shall be printed in English, Hindi & in regional languages indicating product detail, direction for use, precautions, symptoms of poisoning and first aid with antidote if any, disposal of used containers, storage conditions and manufacturer's name etc.

Marking- The following information shall be marked legibly and indelibly on each container as per the relevant IS specification in addition to the information required under the Insecticide Act 1968 and rules framed there under:

a) Name of the Material;

- b) Name of the manufacturer;
- c) Date of manufacture;
- d) Date of expiry;
- e) Batch number;
- f) Net mass of contents;
- g) Nominal Pyriproxyfen content
- h) Minimum cautionary notice as worded in the Insecticide Act, 1968 and rules framed there under;
- i) Any other information required under the Standards of Weights and Measures (Packaged Commodities) Rules, 1977.

In addition, the container shall be marked.

'GOVERNMENT OF ODISHA SUPPLY NOT FOR SALE' And "Logo of OSMC".

Dose and frequency- The recommended dose is 2 kg per hectare for clean water and 4 KG per hectare for polluted water at 3 Weekly intervals.

The State Program officers have the right to carry out chemical analysis of larvicide from field samples during implementation under the program at any stage during shelf life of the product

SECTION –VIII

**FORMATS FOR SUBMISSION OF
BID**

(Technical Bid)

FORMAT – T 1

CHECK LIST

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

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

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

A **Copy of the all the documents** uploaded in the technical bid shall **also to be submitted** along with the Original EMD & Tender Document Cost will only be received **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 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)/BC/BG 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 & 2016-17 or 2015-16, 2016-17 and 2017-18. | | |
| 9 | Format – T4 (Details of Bidder) | | |
| 10 | Format – T5 (Declaration Form) | | |
| 11 | Format – T7 (Annual Turnover Statement by Chartered Accountant) | | |

| | | | |
|----|--|--|--|
| 12 | Copies of the annual audited statement / Annual Report for 2014-15, 2015-16 & 2016-17 or 2015-16, 2016-17 and 2017-18 (Provisional statement of account shall not be considered) | | |
| 12 | Format-T7 (Performance Statement during the last three Years) | | |
| 13 | Copies of purchase orders & end user certificates in support of the information furnished in Format T-7 | | |
| 14 | Photo copy of original manufacturing license / Import license for each quoted product | | |
| 15 | CIB Registration Certificate by the licensing authority where the product is CIB registered as per Technical Specification Section-VII | | |
| 16 | Format - T8 (Statement of deviation - Technical Specification) | | |
| 17 | Format - T9 (Para-wise compliance to Technical Specification) | | |
| 18 | Copy of the Leaflets / Technical Brochures of the item (s) offered in support of the information provided in Format - T8 and 9 | | |
| 19 | Format- T10 (Production Capacity) | | |
| 19 | Copy of Quality Certificates (valid BIS / ISO) of the product / organization (As per Section VII - Technical Specification) | | |

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

| Sl. No | Item Code | Name of Item | Pl. Mention (Item wise) whether quoted as a Manufacturer / Importer | Name of Manufacturer (in case of Importers) | Country of Origin (In case of Importer) | *Details of offered product (Brochure/Catalog) at Page No. (s) | Page No.(s) Manufacturing / Import and CIB certificate (for the quoted item) | Page No.(s) ISO Certificate and BIS Certificate(if required) (for the item quoted) | Shelf Life of the Quoted Product | Standard Batch Size |
|--------|-----------|--------------|---|---|---|--|--|--|----------------------------------|---------------------|
| 1 | | | | | | | | | | |
| 2 | | | | | | | | | | |
| 3 | | | | | | | | | | |
| 4 | | | | | | | | | | |
| 5 | | | | | | | | | | |
| 6 | | | | | | | | | | |
| 7 | | | | | | | | | | |

Signature of the Bidder:

Official Seal:

Date:

Format – T3

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

DETAILS OF EMD SUBMITTED

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

| Sl. | Item Code | Name of Item | D.D/BG/BC No. & Date & name of Bank | EMD Amount (Rs.) |
|------------|------------------|---------------------|--|-------------------------|
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| | | 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 | | | Authorized Distributor | | |
| | Direct Importer | | | | | |
| Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.) | | | | | | |
| 6 | in case of Directors, DIN Nos. are required | | | | | |
| | Name | | Designation | | | |
| | Name | | Designation | | | |
| 7 | <i>Whether any criminal case was registered against the company or any of its promoters in the past?</i> | | | | Yes / No | |
| 8 | <i>Whether the Owner/Proprietor/Chairman/CEO/Director/Managing Partner has been convicted of an offence for supplying NSQ item by any competent court of law within the last 3 years from the date of floating of the tender.</i> | | | | | Yes/ No |

| | | | | | |
|--------------|--|--------------------|--|---|--|
| 8.a | <i>GST Registration : Furnish the copy of the GST registration certificate</i> | | | | |
| 8.b | <i>PAN : Furnish the copy of the PAN</i> | | | | |
| 9 | <p><i>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)</i></p> <p>a. Name of the Bank :</p> <p>b. Full address of the Branch concerned :</p> <p>c. Account no. of the bidder :</p> <p>d. IFS Code of the Bank :</p> | | | | |
| <i>Date:</i> | | <i>Office Seal</i> | | <i>Signature of the bidder / Authorized signatory</i> | |

Format – T5
DECLARATION FORM

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

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

I / Wehaving 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/OTH-DHS-I&L/08** along with the subsequent amendment, if any.

I/We do hereby declare I/We are not de-recognized / black listed/ banned/ 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. **5.2.2** of the tender document.

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

I/ We do hereby declare that I / we will supply the _____ item(s) as per the terms, conditions & specifications of the bid document and hereby further declare that I/We will supply the 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**)

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
certified that the statement is true and correct.

| <i>Sl. No.</i> | <i>Financial Year</i> | <i>Turnover in Crores (Rs)</i> <i>both in figures & words</i> |
|-----------------------|--------------------------------------|--|
| <i>1</i> | <i>2014 – 2015/2015– 2016</i> | |
| <i>2</i> | <i>2015– 2016/2016-2017</i> | |
| <i>3</i> | <i>2016-2017/2017-2018</i> | |

Date:

Place:

Signature of Auditor/
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 years / **Annual Report** and the turnover figure should be **highlighted** there.

Format – T7

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

PERFORMANCE STATEMENT

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

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

Name of Bidder: _____ :

Name of Manufacturer: _____

Name of the Item : _____

| Sl. | Order placed by (Address of purchaser) (attach documentary proof)* | Order no. & Date | Item Name | Make & Model | Qty | Value of Contract (Rs.) | Date of Completion | Have the goods been functioning satisfactorily (attach documentary proof)** |
|-----|---|---------------------|------------------|-----------------|-----|-------------------------------|--------------------|---|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| .. | | | | | | | | |
| | | | Total Qty | | | | | |

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

Signature and seal of the Bidder

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

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

Format – T8

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

STATEMENT OF DEVIATION – TECHNICAL SPECIFICATION

Following are the Technical deviations and variations from the purchaser's Technical Specifications.

| Sl. No. | Item Code | Item Name | Clause of Technical Specification | Statement of Deviations / Variations if any |
|---------|-----------|-----------|-----------------------------------|---|
| 1 | | | | |
| 2 | | | | |
| .. | | | | |
| .. | | | | |
| .. | | | | |

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

In case there is no deviation from technical specification, Pl. Mention **No Deviation.**

Signature of the Bidder

Name:

Date:

Seal:

Format – T9

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

PARAWISE COMPLIANCE TO TECHNICAL SPECIFICATION OF THE PRODUCT(S) OFFERED

[Furnish para-wise compliance in a tabular form (as per the format mentioned below), where the technical specification (para-wise) as per bid should be mentioned in the left column & bidder's compliance at the right with mention of page no. of the product catalogue].

Name of the Item:

Make :

| Bid Specification (Para wise) | *Bidder's Compliance – Para wise | **Page No. of the technical brochure where the compliance is mentioned |
|-------------------------------|----------------------------------|--|
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(add separate sheets depending upon the space requirement)

- * Leaflets/Technical Brochures' of the product offered **must be attached** in support of the information provided above.
- ** It is mandatory to mention the page no(s) in the format as mentioned above.

Signature of the Bidder

Name:

Date:

Seal:

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. **5.2.5** of Bid Document)

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

I / Wehaving 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/OTH-DHS-I&L/08**(as per format T2 and T3). Again, I/we declare that the Production Capacity which I/we mentioned is true in every sense.

| 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 KGs or in Liters.

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 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**. 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 –IX

ANNEXURES

(Required to be executed by the successful bidder)

SPECIMEN LABEL FOR OUTER CARTON

Name of the Consignee:



**ODISHA GOVERNMENT SUPPLY
NOT FOR SALE**

Both in English and Odiya Language
(IWÿògù ieKúeue ù~ûMûYö àòKâd _ûAñ ^êùjñö it is for odiya Script)

Mosquito Larvicide Oil (MLO)

Mfg. Date:

Exp. Date:

Batch No.:

Total Quantity:

Net Weight of the Carton/Drum:

Supply Head :“CENTRAL PURCHASE/ or as per Purchase Order”

Purchase Order No.:

Date:

Manufactured By:

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**

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

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

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

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

THE CONDITION OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the purchase during the period of its validity:-
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

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

This guarantee shall be valid until the **22/03/ 2018**.

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

We theBranch..... 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

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

To

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

WHEREAS.....(name and address of the supplier) (here in after called "the supplier") has undertaken, 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 theday of20.....

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

We theBranch..... 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