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/2017-18/(SUT.-SURG. & OTHER)-DHS/06

E-TENDER DOCUMENT
TENDER FOR
SUPPLY OF SURGICAL, SUTURES AND OTHER ITEMS FOR THE YEAR-2017-18

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

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

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NOTICE INVITING BID

Odisha State Medical Corporation Limited (OSMCL)

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

Tel. : (0674) 2380660 *Website : www.osmcl.nic.in* , Email : logistics.osmcl.od@nic.in

Bid Ref. No : **OSMCL/2017-18/(SUT.-SURG. & OTHER)-DHS/06** Date:**09 /01/2018**.

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

Sl. No.	Particulars	Date and time	
1.	*Date & time of release of bid*	***10/01/2018, 3 PM***	
2.	*Date & time of Pre-bid meeting*	***15/01/2018, 11 AM*** *Venue : Conference Hall,* *Odisha State Medical Corporation Ltd.,* *In front of Ram Mandir, Convent Square,* *Unit – III, Bhubaneswar*	
3.	*Date & time of Online bid submission*	*Start Date & Time*	*End Date & Time*
		20/01/2018, 3 PM	***02/02/2018, 5 PM***
4.	*Date and Time for submission of Tender Document cost and EMD Amount as per Section IV*	***03/02/2018***	***12/02/2017, till 11 AM***
5.	*Date & time of sample submission as per section-IV of tender documents.*	***12/02/2018, 5PM***	
6.	*Date & time of online Technical bid opening*	***12/02/2018, 11.30 AM***	
7.	*Date of opening of Price Bid*	*To be informed to the qualified bidders*	

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

Sd/
Managing Director
OSMC Ltd.,Odisha

Memo No._____/OSMC Dt._____

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

Sd/
Managing Director
OSMC Ltd.,Odisha

Memo No._____/OSMC Dt. _____

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

Sd/
Managing Director
OSMC Ltd.,Odisha

Memo No._____/OSMC Dt. _____

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

Sd/

Managing Director
OSMC Ltd.,Odisha

Memo No._____/OSMC Dt._____

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

Sd/-
Managing Director
OSMC Ltd.,Odisha

SECTION I

INSTRUCTION TO BIDDERS

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

1.2 This 'Bid Document' contains the following:

Section I: Instruction to bidders

Section II: General Definitions and Scope of Contract.

Section III: Tender Schedule

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

Section V: Specific Conditions of Contract

Section VI: General Conditions of Contract

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

Section VIII: 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 **10/01/2018, 3PM** and submit it online from **20/01/2018, 3PM** to **02/02/2018, 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 Registration Certificate of the concerned bidder. The time period of validity in the portal is co terminus with validity of RC/ GST Registration Certificate. 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.

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 finalize bids and ensure supply, installation and after sales service of the equipments procured under this bid document.

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

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

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

2.2 Scope

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

2.2.2 **Rate Contract**: This is a **Rate contract Bid**, the rate of which **will be valid** for a period of **one year** from the date of finalization of rate contract. However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV, which may increase or decrease. The bidders are

expected to quote their best rates for the items. The technical specifications, approx. quantity and locations for supply are mentioned in Section IV of this bid document. Only OSMCL is 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 blacklisting.

SECTION III

TENDER SCHEDULE

3.1. Bid Details

1.	*Bid Reference No.*	**OSMCL/2017-18/(SUT.-SURG. & OTHER)-DHS/06**
2.	*Cost of Bid Document (in shape of DEMAND DRAFT)*	*Rs. 5,600/- (inclusive of GST) for any or all of the item(s)*
3.	*Earnest Money Deposit (In shape of DD/BG/BC)*	*The item-wise EMD requirement is mentioned in Section IV (Schedule of Requirement) Note: The bidder may quote for any or all the item(s) by submitting the required EMD for that item.*
4.	*Validity of bid*	***180** days from the last date of bid submission.*
5.	*Performance Security*	***5 %** of the Total contract value with respect to the Approx. quantity mentioned in Schedule IV excluding taxes (for successful bidders)*
6.	*Validity of Performance Security*	*The performance security (in case of Bank Guarantee) shall remain valid for a period of minimum **(2) two** years from the date of LOI or latest expiry date of the batch (es) of a particular item, whichever is later.*

3.2. Important Dates:

Sl. No.	Particulars	Date and time	
1.	*Date & time of release of bid*	***10/01/2018, 3 PM***	
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SECTION IV

SCHEDULE OF REQUIREMENT

4.1 Items Tendered with Specification / Strength, Preferable Pack, Tentative Quantity (in Absolute) & EMD(s) to be submitted.
[Qty. in Absolute means no. of piece / foil / Reel /Roll / Cartridge/Kit / Set (as the case may be) and not the Unit Pack]

Hence, the price in the BOQ to be quoted **per *piece / foil / Reel /Roll / Cartridge/Kit / Set (as the case may be) and not the Unit Pack]***

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

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

***Note*: 1. Drugs which are official in monograph of IP / BP / USP/ EP shall be accepted.**
2. The pack size mentioned in column no. 6 Section IV is Preferable Pack Size.

NB: The Approx. Quantity mentioned at column No. 7 may substantially vary from order quantity. The order quantity will be based on the intimated LOI quantity by OSMC to the approved suppliers after the finalisation of rate contract.

Sl No.	Drug Code	Name of he Item	Specification / Strength	Unit / Pack Size	Samples Required to be submitted	*Qty Required in Absolute i.e. (Reel / Foil / Piece/ Kit / Packet/ No./ Pairs etc.)	EMD (in Rs.)	Remarks
1	2	3	4	5	6	7	8	9
	Sutures :							
1	S01001	Black Braided Silk	Size:- 1, (Non Sterile) 25mt. / Reel (without needle) U.S.P, with CE certification	6 Reels/Box	6 Reels	30,503	7,000	
2	S01002	Black Braided Silk	Size:- 1-0, (Non Sterile) 25mt. / Reel (without needle) U.S.P, with CE certification	6 Reels/Box	6 Reels	34,119	8,000	
3	S01003	Black Braided Silk	Circle Round Bodied 30 mm needle (Sterilized) U.S.P, with CE certification	12 Foils/Box	12 Foils	52,573	11,000	
4	S01004	Sterilised Surgical Suture Black Braided Silk	Size:-1, length: 2 x 75cm, (Precut and Pre Sterilized) U.S.P, with CE certification	12 Foils/Box	12 Foils	80,100	11,000	
5	S01005	Sterilised Surgical Suture Black Braided Silk	Size:- 1-0, length: 2 x 75cm, (Precut AND Pre Sterilized) U.S.P, with CE certification	12 Foils/Box	12 Foils	61,380	9,000	
6	S01011	Catgut Chromic	Size:-1-0, length: 1 x 152cm, (withoutneedle) U.S.P with CE certification (NotMandatory)	12 Foils/Box	12 Foils	60,519	28,000	

7	S01012	Catgut Chromic Atraumatic	Size:- 1-0, length: 76cm, 1/ 2 Circle Round Bodied (45mm needle) U.S.P with CE certification (Not Mandatory)	12 Foils/Box	12 Foils	224,806	82,000	Bulk item
8	S01013	Catgut Chromic Atraumatic	Size:-1, length: 76cm, 1/ 2 Circle Round Bodied (40mm needle) (Heavy) U.S.P with CE certification (Not Mandatory)	12 Foils / Box	12 Foils	263,984	101,000	Bulk item
9	S01014	Catgut Chromic Atraumatic	Size:- 1-0, length: 76cm, 1/ 2 Circle Round Bodied (40mm needle) U.S.P with CE certification	12 Foils/Box	12 Foils	255,481	93,000	Bulk item
10	S01015	Catgut Chromic Atraumatic	Size:-1-0, length: 76cm, 1/ 2 Circle Round Bodied (30mm needle) U.S.P with CE certification	12 Foils/Box	12 Foils	115,864	43,000	Bulk item
11	S01017	Polypropylene	Size:- 1-0, length: 70/90cm, 1/2 Circle Round Bodied 30mm (needle) U.S.P,with CE certification	12 Foils/Box	12 Foils	35,531	10,000	
12	S01018	Polyglactin	Size:-1, length: 90cm, 1/2 Circle Round Bodied 40mm (Heavy needle) U.S.P,with CE certification	12 Foils/Box	12 Foils	16,920	7,000	
13	S01019	Polyglactin	Size:- 1-0, length: 90cm, 1/2 Circle Round Bodied 40mm (needle) U.S.P,with CE certification	12 Foils/Box	12 Foils	143,918	59,000	Bulk item
14	S01045	Sterilised Surgical Suture Black Braided Silk	Size:-2, length: 2 x 75cm, (Precut AND Pre Sterilized) U.S.P, with CE certification	12 Foils/Box	12 Foils	12,132	3,000	
15	S01046	Sterilised Surgical Suture Black Braided Silk	Size:- 3-0, length: 2 x 75cm, (Precut AND Pre Sterilized) U.S.P, with CE certification	12 Foils/Box	12 Foils	14,471	2,000	

16	S01050	Polypropylene	Size:- 2, 1/2 Circle Round Bodied 40mm (Heavy needle) U.S.P, with CE certification	12 Foils/Box	12 Foils	18,984	8,000	
17	S01068	Black Braided Silk	Size:- 2-0, length: (76-90) cm, 1 / 2 Circle Round Bodied 20 mm - 30mm needle (Sterilized) U.S.P, with CE certification	12 Foils/Box	12 Foils	48,809	10,000	
18	S01069	Black Braided Silk	Size:-3-0, length: 76cm, 1 / 2 Circle Round Bodied 20 mm needle (Sterilized) U.S.P, with CE certification	12 Foils/Box	12 Foils	19,970	5,000	
19	S01072	Catgut Chromic Atraumatic	Size:-2-0, length: 76cm, 1/ 2 Circle Round Bodied (45mm needle) U.S.P,with CE certification (Not Mandatory)	12 Foils/Box	12 Foils	30,858	12,000	
20	S01073	Catgut Chromic Atraumatic	Size:- 3-0, length: 76cm, 1/ 2 Circle Round Bodied (20mm needle) U.S.P,with CE certification (Not Mandatory)	12 Foils/Box	12 Foils	20612	8,000	
21	S01074	Catgut Chromic Atraumatic	Size:- 4-0, 1/ 2 Circle Round Bodied (45mm needle) U.S.P, with CE certification (Not Mandatory)	12 Foils/Box	12 Foils	9240	5,000	
22	S01075	Polypropylene	Size:- 2-0, length: 70cm, 1/2 Circle Round Bodied 20-30mm, with needle U.S.P, with CE certification	12 Foils/Box	12 Foils	19,621	6,000	
23	S01076	Polypropylene	Size:- 3-0, length: 70cm, 1/2 Circle Round Bodied 20mm, with needle U.S.P,with CE certification	12 Foils/Box	12 Foils	10,419	3,000	
24	S01077	Polypropylene	Size:- 4-0, length: 70cm, 1/2 Circle Round Bodied 20mm (with needle) U.S.P, with CE certification	12 Foils/Box	12 Foils	10,151	4,000	

25	S01079	Polyglactin	Size:- 2-0, length: 90cm, 1/2 Circle Round Bodied 26-30mm (needle) U.S.P,with CE certification	12 Foils/Box	12 Foils	29,501	12,000	
26	S01084	Needled Skin Suture 1	Size:-1, length: 75 - 90cm, 1/2 Circle Cutting needle ,with CE certification.	12 Foils/Box	12 Foils	5,000	1,000	
27	S01085	Needled Skin Suture 1-0	Size:-1-0, length: 75 - 90cm, 1/2 Circle Cutting needle ,with CE certification.	12 Foils/Box	12 Foils	25,000	5,000	
	Surgicals:							
28	D34007	Microporus Adhesive Paper Tape	2.5cm. x 10 yds (9.1 mtr) per roll , with CE certification	12 Rolls/Packet	10 Rolls	969,525	183,000	Bulk item
29	S02008	IV Cannula (Adult)	Adult, (two way) with closing Cover Type II Sterilised Size 18, 20,22 (Adult) having radio opaque catheter with CE certification	50 Pieces In One Box	10 Nos	4,968,195	444,000	Bulk item
30	S02009	IV Cannula (Child)	Child, (two way) with closing Cover Type II Sterilised Size 24 (Child) having radio opaque catheter with CE certification	50 Pieces In One Box	10 Nos	1,112,110	109,000	Bulk item
31	S02010	Disposable Scalp Vein Set	ETO Sterilise Pyrogen free short beveled silliconised needle size 20, 22, 24, Length 3/4 with CE certification.	50 Pieces In One Box	10 Nos	1,142,235	51,000	Bulk item
32	S02011	Intravenous Set	Adult, With built in Airway moulded chamber and Needle, Sterile, Disposable, Non - Toxic, Non Pyrogenic, sterilised by ETO, 2.7 to 3.00 mm tube with fluid filter, non-kinkable tube, Length not less than 150 cms / I.S No. 12655 (part-4 of 2003), as per Drugs & Cosmetics Act- 1940 with CE certification	50 Pieces In One Box	10 Nos	7,352,755	824,000	Bulk item

33	S02012	Intravenous Set	Child, With built in Airway moulded chamber and Needle, Sterile, Disposable, Non - Toxic, Non Pyrogenic, sterilised by ETO, 2.7 to 3.00 mm tube with fluid filter, non-kinkable tube, Length not less than 150 cms / I.S No. 12655 (part-4 of 2003), as per Drugs & Cosmetics Act- 1940 with CE certification	50 Pieces In One Box	10 Nos	876,680	120,000	Bulk item
34	S02013	Blood Administration Set (with Filter)	Disposable Sterilised by ETO as per Drugs and Cosmetics Act-1940, I.S. No. 9824 (part 3 of 1996) with CE certification	50 Pieces In One Box	10 Nos	512,385	66,000	Bulk item
35	S02024	Foleys Urinary Catheter	Size: 16 & 18, Silkolatex (Pre - sterile) 2 way sterile, Non - toxic with CE certification	In Nos (Each)	5 Nos	600,479	186,000	Bulk item
36	S02025	Foleys Urinary Catheter	Size: 16, 18 AND 20, Silkolatex (Pre - sterile) 3 way sterile, Non - toxic with CE certification	In Nos (Each)	5 Nos	188,982	64,000	Bulk item
37	S02026	Urinary Drainage Bag	Sterilised with non return valve and Drainage outlet with a capacity of 2000ml , with marking non toxic pyrogen free, double seek , clinical grade PVC with CE certification will be preferred	In Nos (Each)	5 Nos	589,221	130,000	Bulk item
38	S02047	Operation Gloves	6", 61/2", 7", 71/2", Min. length-280mm, Sterilised, Prepowdered, BIS specifications gloves, surgical rubber made of Hypoallergic latex. 100% electronically tested, sterilised by Gamma Radiation / ETO, ISI Marked, IS No. 13422-92 with CE certification. Each pair of Gloves in one packet with printing of size, ISI Mark, CE Mark & name of the Manufacturer	25 Pairs / Box	10 Pairs	11,166,305	1,570,000	Bulk item

39	S02049	Disposable Examination Gloves	Sterilised, small, medium & large, pre-powdered, with CE certified, surgical rubber made of Hypoallergic latex. 100% electronically tested, sterilised by Gamma Radiation / ETO, White coloured. Min. length-240mm. Each pair of Gloves in one packet with printing of size, CE Mark & name of the Manufacturer.	25 Pairs / Box	10 Pairs	2,441,784	233,000	Bulk item
40	S02051	Umbilical cord clamp / Vascular clamp (sterilised)	Sterilised	Each	10 Nos	819,540	19,000	
41	S02092	Spinal Needle Disposable Adult as per BIS	23 / 25G (70 - 90mm) with hub (Colour coaded as per ISO Standard)	50 pieces in one box	10 Nos	162,285	77,000	Bulk item
42	D01004	Nitrous Oxide Cylinder (empty)(Refillable seamless steel gas cylinders) with valve and Cap. (BIS)	5 liters (IS 7285, Part I and II, IS 3224 for pin index valveThe cylinder is painted blue and carries a label stating "Nitrous Oxide" in addition, or the symbol"N2O should be stenciled in paint on the shoulder of the cylinder (painted as specified under Gas Cylinder Rules-2004).	Each		0	1,000	
43	D01009	Oxygen Cylinder (empty) (Refillable seamless steel gas cylinders) with valve and Cap.(BIS)	5 liters (IS 7285, Part I and II, IS 3224 for pin index valve The Shoulder of the metal Cylinder should carry a label stating Oxygen or Symbol O2 should be painted on the shoulder of the cylinder (painted as specified under Gas Cylinder Rules-2004)	Each		0	1,000	

44	D01010	Oxygen Cylinder (empty) (Refillable seamless steel gas cylinders) with valve and Cap.(BIS)	10 liters (IS 7285, Part I and II, IS 3224 for neckring and Bull nose valve The Shoulder of the metal Cylinder should carry a label stating Oxygen or Symbol O2 should be painted on the shoulder of the cylinder (painted as specified under Gas Cylinder Rules-2004)	Each		0	1,000	
45	D01011	Oxygen Cylinder (empty) (Refillable seamless steel gas cylinders) with valve and Cap.(BIS)	46.7 liters (IS 7285, Part I & II, IS 3224 for neckring and valves) The Shoulder of the metal Cylinder should carry a label stating Oxygen or Symbol O2 should be painted on the shoulder of the cylinder (painted as specified under Gas Cylinder Rules-2004)	Each		0	1,000	
46	D01012	Nitrous Oxide Cylinder (empty)(Refillable seamless steel gas cylinders) with valve and Cap. (BIS)	10 liters (IS 7285, Part I & II, IS 3224 for neckring and valves)The cylinder is painted blue and carries a label stating "Nitrous Oxide" in addition, or the symbol"N2O should be stenciled in paint on the shoulder of the cylinder (painted as specified under Gas Cylinder Rules-2004).	Each		0	1,000	
47	D01013	Nitrous Oxide Cylinder (empty) (Refillable seamless steel gas cylinders) with valve and Cap.(BIS)	46.7 liters (IS 7285, Part I & II, IS 3224 for neckring and valves) The cylinder is painted blue and carries a label stating "Nitrous Oxide" in addition, or the symbol"N2O should be stenciled in paint on the shoulder of the cylinder (painted as specified under Gas Cylinder Rules-2004).	Each		0	1,000	

48	D01014	Carbon Dioxide Cylinder (empty)(Refillable seamless steel gas cylinders) with valve and Cap. (BIS)	5 liters(IS 7285, Part I and II, IS 3224 for pin index valve The Shoulder of the metal Cylinder should carry a label stating Oxygen or Symbol CO2 should be painted on the shoulder of the cylinder (painted as specified under Gas Cylinder Rules-2004)	Each		0	1,000	
49	D01015	Carbon Dioxide (empty)(Refillable seamless steel gas cylinders) with valve and Cap. (BIS)	10 liters(IS 7285, Part I & II, IS 3224 for neckring and valves) The Shoulder of the metal Cylinder should carry a label stating Oxygen or Symbol CO2 should be painted on the shoulder of the cylinder (painted as specified under Gas Cylinder Rule	Each		0	1,000	
50	D01016	Carbon Dioxide (empty)(Refillable seamless steel gas cylinders) with valve and Cap. (BIS)	46.7 liters(IS 7285, Part I & II, IS 3224 for neckring and valves)The Shoulder of the metal Cylinder should carry a label stating Oxygen or Symbol CO2 should be painted on the shoulder of the cylinder (painted as specified under Gas Cylinder Rules	Each		0	1,000	
	Syringe :							
51	S02001	Disposable Syringes	2 CC, With colour coded (as per BIS) needle Sterilised, Luer Mount, Non - toxic CGS 2CC as per Drugs and Cosmetics Act 1940, IS No. 10258-2102 with CE certification	50 Pieces in one box	10 Nos.	15,498,630	351,000	Bulk item

52	S02002	Disposable Syringes	5 CC, with colour coded (as per BIS) needle Sterilised, Luer Mount, Non - toxic CGS 5CC as per Drugs and Cosmetics Act 1940, IS No. 10258-2102 with CE certification	50 Pieces In One Box	10 Nos.	15,677,480	414,000	Bulk item
53	S02003	Disposable sterilized Needles in blister pack	20 G - 24 G, IS No: 10654: 2002, ISO: 7864.1993 As Per Drugs & Cosmetics Act 1940 with CE certification	50 Pieces In One Box	10 Nos.	1,674,330	16,000	
54	S02005	Disposable Insulin Syringes	40 Unit, With Needle, Sterilised Non -Toxic, Unit 40 with CE certification	50 Pieces In One Box	10 Nos.	1,881,070	84,000	Bulk item
55	S02006	Disposable Insulin Syringes	100 Unit, With Needle, Sterilised Non-Toxic, Unit 100 with CE certification	50 Pieces In One Box	10 Nos.	415,620	18,000	
56	S02043	Disposable Syringes	10 CC, with colour coded (as per BIS) needle Sterilised, Luer Mount, Non - toxic CGS 10CC as per Drugs and Cosmetics Act 1940, IS No. 10258-2102 with CE certification	50 pieces in one box	10 Nos.	7,375,220	313,000	Bulk item
57	S02044	Disposable Syringes	50 CC, with colour coded (as per BIS) needle Sterilised, Luer Mount, Non - toxic CGS 50CC as per Drugs and Cosmetics Act 1940, IS No. 10258-2102 with CE certification	50 pieces in one box	10 Nos.	292,005	30,000	
58	S02045	Auto disable syringes sterilised	2 CC, (as per WHO, UNICEF specification), 2CC, 21G-25G needle with CE certification	50 pieces in one box	10 Nos.	799,600	31,000	
59	S02046	Auto disable syringes sterilised	5 CC, (as per WHO/UNICEF guideline), 5CC, 21G-25G needle with CE certification	50 pieces in one box	10 Nos.	816,220	38,000	
60	S02094	Disposable Syringes	20 CC, with colour coded (as per BIS) needle Sterilised, Luer Mount, Non - toxic CGS 10CC as per Drugs and Cosmetics Act 1940, IS No. 10258-2102	50 pieces in one box	10 Nos.	520,960	46,000	

61	D16046	Glucose for Screening of GDM	75 gm / Pouch	75 gm / Pouch 20 Pouch's/Box	50 Nos.	267,964	210,000	Bulk item

	Other Items - A							
62	S02017	Microscopic Glass Slide	3" x 1" x 1.1 + 0.1 / - 0.2mm thickness (75mm X 25mm) with ISI mark	50 Pieces in One Box	Packet of 50 No's	2,795,990	34,000	Bulk item
63	S02027	Mackintosh Sheet	Size 90cm wide, length 100cms, ISI Marked, I.S. No.4135-1974, Double colour, water proof. (The mackintosh should be of Grade A (i) as per IS specification 4135:1974. It should have 55% rubber and 35% polymer.)	Each Meter	5 pieces of (1.5 mX 90 cm)	83,191	150,000	Bulk item
64	S02037	Sterile Disposable Blood Lancet (Pricking Needle)	.	Each	One Packet	2,786,313	19,000	Bulk item
65	S02063	Infant mucous extractor	PVC, Non-Toxic, Sterilised, Pyrogen free, Disposable with CE certification will be preferred	Each	5 pieces	531,672	60,000	
66	S02091	Suction Tube	.	50 pieces in one box	10 Nos.	63,641	32,000	
67	S02096	Suction catheter (Plain)	Size 6 Fr and 8 Fr with colour code Length: Neonatal - 30cm, Pediatric - 40cm and Adult - 50cm. ISO Certified Product.	50 pieces in one box	10 Nos.	195,207	12,000	
68	S02097	Endotracheal Tube	Size 2.5, 3, 3.5, 4 ISO Certified Product.	50 pieces in one box	10 Nos.	39,006	13,000	
	Other Items - B							
69	S02014	Surgical Needles	Suture Needles, Straight Cutting Needle different sizes 6 to 10	6 No. in One Pkt.	One packet from each size	69,846	3,000	
70	S02015	Surgical Needles	Suture Needles, Curved Cutting Needle different sizes 6 to 10	6 No in One Packet	One packet from each size	91,180	4,000	

71	S02018	Surgical Blades	Pre - sterile with Gamma radiation for handle no. 4 sizes 10 , 12 ,15,20,22, 24, ISI : 3319:1995 with CE certification will be preferred	50 Pieces In One Box	Packet of 50 Nos	1,225,541	51,000	Bulk item
72	S02022	Thermometer	Clinical C0 & F0 (Both in one), Oval Shape, ISI Mark, IS-3055 (Part-2)	In Nos (Each)	10 Nos	12,997	10,000	
73	S02128	Oxygen Flowmeter Regulator With Humidifier	Flow Meter Regulator: Body: Brass, Flow meter body: Silicon Plastic, Tube: Unbreakable polycarbon, Knob Adjustment: ABS, Range: 0-10 min. & 15 max., Pressure Gauge Capacity: 0 - 250 Kg/cm2, Flow meter capacity: 0-10 ltr/min. Humidifier: Polycarbonate Bottle, Autoclavable, 0-250ml capacity. ISO & CE certified	Each Set	5 pieces	17,700	229,000	Bulk item
74	S02055	Disposable Head Cap	.	Each	10 Pieces	1,406,306	24,000	Bulk item
75	S02079	Triple (three) layer face mask	(9cm x 17cm approx.), nose clip adaptable.(Tie on mask of no-woven, hypoallergenic 3 ply construction with filter in between offering >99% standard with 4 tie strings.)	Each	10 Pieces	1,682,974	32,000	Bulk item

76	S02118	Disposable Delivery Kit (ETO Sterilised)	1. Carbolic Soap, 25gm - 1 piece (Lifebuoy, Dettol etc.)2. Sterilised Gloves :- Two pairs (6 ½&7 size) pre-powdered, BIS specifications gloves, surgical rubber made of Hypoallergic latex. 100% electronically tested, sterilised by Gamma Radiation / ETO, ISI Marked, IS No. 13422-92 = 1 pair3. Surgical Blade, pre sterilised with Gamma radiation: Size – 24, ISI Marked 3319:1995 = 1 No.4. Sterilised umbilical cord clamp:- PVC, Gamma sterilised = 1 No.5. Plastic Sheet (Perineal 4x6 ft. & couch 4x6 ft.) - 1 piece each6. Sterilised Gauze:- 10"x10", IS No.759/1988 = 4 pieces7. Absorbent Cotton 100gm Net - 1 Roll (Packet)8. Mop Egyptian cotton (15x15 inch) - 2 Nos.9. Neonatal Covering Sheet with hood (Egyptian Cotton) – 1 No. (2ft x 2ft)10. Water proof Apron – 1 No. (W: 3ft x H: 5ft)11. Roller Bandage (L: 4 mt. x W: 6 cm, IS-863-1988, Ends (column)-150, Picks (Row)-85/10 Sq. c.m) - 1 Piece12. Self-Sticking sterilized Maternity Napkin – 2 Nos (Belt less type, Size XL).13. Baby Mucous Sucker – 1 No.14. Triple layer filtered face mask - 1 No.	Each	5 sets of kits	297,600	1,042,000	Bulk item
77	S02136	Alcohol Swabs.	Size:- Width (3 – 7) cm, length: (5 – 7.5) cm, (Non Sterilized) . Alcohol Swabs should contain 70% isopropyl alcohol.	100 pieces in one box	20 Pieces	459,561	5,000	

78	S02137	Sterile Blood Collection Plastic Vial with red stopper cap.	Sterile Blood Collection plastic Vials red stopper cap, clot activator, Non-vacuotainer with ISO/CE marking, capacity 5 ml fixed with a blank level displaying date mufacture & expiry, Lot No , Manufactures details, Patient ID, Test & date. Each set should contain 100 vials placed erect on a thermo cool base.	100 Pieces In One Box.	10 Pieces	600,000	24,000	***The bidder should submit valid registration certificate of IVD from CDSCO Delhi.*** & **Bulk item**
79	T01005	Sputum Container	Material – 100% Leak proof (**Virgin Plastic**),**Medical-grade**, **non toxic, non-healthhazardous Polypropylene material suitablefor medical application**. Colour - **Trance Lucent**. Diameter - (**4-5.5**) cm.Capacity - **30 ml**.Weight - (**10-12) gm**, Thickness - (**1.5-1.7) mm**.Height - (**33-35) mm**.**Screwball Cap with Grip & Knurling** which isalso made of special medical grade polypropylene.(B) Labeling Requirement (i) Closing of container should be ideallytight fit to keep it airtight. N.B.:- 1. *At no circumstances recycledplastic material will be accepted.* 2. *If after quality testing, it is found that the supplied item contains recycled plastic the full supply will be rejected. The firm will be blacklisted for 3 (three) years by the Govt./OSMC.* **Pack- 100 (One Hundred) Sputum Containersin one Box/Bag.**	Each	10 Pieces	700,000	30,000	Bulk item

80	S02080	PPE (Personnel Protection Equipment)	Gown,Hood(30GSM Cloth,long sleeves,fully cover torso,fit snugly at the wrist)-1 piece b.Shoe cover-1 pair c.Triple layer face mask-1 piece d.Sterile Surgical Latex gloves 7½ size(CE/ISI marked)-1 pair e.Disposable Protective Eye wear-1 means Goggles	Each	5 sets of kits	500	1,000	Bulk item
81	S02078	N 95 Disposable Partoculate respirator	a. Adjustable Nasal Clip b. Patented filter media c. Sub-micron filter capable of excluding particles less than 5 micron diameter. d.Exhaustion valve for heat & humidity reduction in respirator. (Filter efficiency of 95% or more against particulate aerosols. The mask should be provided with expiration valve. It should be disposable and to be able to fit for wide range of face sizes. It should accompany with certification from NIOSH or any other ternationally accepted certification.)	Each	10 Pieces	500	1,000	Bulk item
82	S02134	Salt Testing Kit	20 ml Plastic screwed cap bottle (reagent) and iodine test color chart (As per Tender Specification)	10 Kits / Box	10 Kits	65,500	29,000	

4.2 List of Warehouses for door delivery.

Sl. No	Name of the I.O.	Sl. No	Name of the I.O.	Sl. No	Name of the I.O.	Sl. No	Name of the I.O.
1	District Drug Warehouse C/O C.D.M.O, Angul Dist. Angul , Odisha Tel/Fax : 06764 – 232507 osmc.angul@gmail.com 8598830184	2	District Drug Warehouse C/O C.D.M.O, Bolangir Dist. Bolangir, Odisha Tel/Fax : 06652 – 232243 osmc.bolangir@gmail.com 9178834357	3	District Drug Warehouse C/O C.D.M.O, Gajapati ,At/P.O-Paralakhemundi, Tel/Fax : 068015 – 222205/222222 osmc.gajapati@gmail.com 8763264251	4	District Drug Warehouse C/O C.D.M.O, Kandhamal, (Phulbani) Dist. Kandhamal, Odisha , Tel/Fax : 06842 – 253249/9861290543 osmc.kandhamal@gmail.com
5	District Drug Warehouse C/O C.D.M.O, Boudh Dist. Boudh , Odisha Tel/Fax : 06841 – 222478 osmc.boudh@gmail.com 9938151017	6	District Drug Warehouse C/O C.D.M.O, Cuttack Dist. Cuttack, Odisha Tel/Fax : 0671 – 2301007/ 8763643450 osmc.cuttack@gmail.com	7	District Drug Warehouse C/O C.D.M.O, Jajpur Dist. Jajpur , Odisha Tel/Fax : 06728 – 222597 osmc.jajpur@gmail.com 9861420917	8	District Drug Warehouse C/O C.D.M.O, Keonjhar Dist. Keonjhar , Odisha Tel/Fax : 06766 – 255525 osmc.keonjhar@gmail.com 9438025079
9	District Drug Warehouse C/O C.D.M.O, Balasore Dist. Balasore, Odisha Tel/Fax : 06782 – 261959/262011 osmc.balasore@gmail.com 9439814375	10	District Drug Warehouse C/O C.D.M.O, Deogarh Dist. Deogarh , Odisha Tel/Fax : 06641 – 226428 osmc.deogarh@gmail.com 8018469237	11	District Drug Warehouse C/O C.D.M.O, Jagatsinghpur Dist. Jagatsinghpur, Odisha Tel/Fax : 06724 – 220064 9937997001 osmc.jagatsinghpur@gmail.com	12	District Drug Warehouse C/O C.D.M.O, Khurda, Dist. Khurda , Odisha Tel/Fax : 06755 – 221419 osmc.khurda@gmail.com 9853269562
13	District Drug Warehouse C/O C.D.M.O, Baragarh Dist. Baragarh, Odisha Tel/Fax : 06646 – 232804 osmc.baragarh@gmail.com 8186094241	14	District Drug Warehouse C/O C.D.M.O, Dhenkanal Dist. Dhenkanal, Odisha Tel/Fax : 06762 – 226423 9937657488 osmc.dhenkanal@gmail.com	15	District Drug Warehouse C/O C.D.M.O, Jharsuguda Dist. Jharsuguda, Odisha Tel/Fax : 06645 – 273104 osmc.jharsuguda@gmail.com 8763142334	16	District Drug Warehouse C/O C.D.M.O, Koraput Dist. Koraput , Odisha Tel/Fax : 06852 – 250242 9439785966 osmc.koraput@gmail.com
17	District Drug Warehouse C/O C.D.M.O, Bhadrak Dist. Bhadrak, Odisha Tel/Fax : 06784 – 251866 osmc.bhadrak@gmail.com 9439861694	18	District Drug Warehouse C/O C.D.M.O, Ganjam,At / P.O – Berhampur Dist. Ganjam, Odisha Tel/Fax : 0680 – 2225383, 9439284408 osmc.ganjam@gmail.com	19	District Drug Warehouse C/O C.D.M.O, Kalahandi, At./ P.O-Bhawanipatna Dist. Kalahandi , Odisha Tel/Fax : 06670 – 233761 osmc.kalahandi@gmail.com 9668716447	20	District Drug Warehouse C/O C.D.M.O, Kendrapada Dist. Kendrapada , Odisha Tel/Fax : 06727 – 232171 osmc.kendrapada@gmail.com 7064323467

21	District Drug Warehouse C/O C.D.M.O, Malkangiri Dist. Malkangiri , Odisha Tel/Fax : 06861 – 230277 osmc.kandhamal@gmail.com 8763389710	22	District Drug Warehouse C/O C.D.M.O, Rayagada Dist. Rayagada , Odisha Tel/Fax : 06856 – 222603 osmc.rayagada@gmail.com 9040589024	23	Drug Warehouse C/O Supdt.V.S.S Medical college At. / P.O -Burla Dist - Sambalpur Tel/Fax : 0663 – 2430435 osmc.vssburla@gmail.com 9937221572	24	Drug Warehouse C/O Director, Mental Health Institute, Cuttack, Campus of SCB medical College Hospital, Manglabag, Cuttack osmc.mhicuttack@gmail.com 9437615473
25	District Drug Warehouse C/O C.D.M.O, Mayurbhanj At / P.O - Baripada Dist. Mayurbhanj, Odisha Tel/Fax : 06792 – 252671 osmc.mayurbhanj@gmail.com 9439214886	26	District Drug Warehouse C/O C.D.M.O, Sambalpur Dist. Sambalpur , Odisha Tel/Fax : 0663 – 2401843 8895226184 osmc.sambalpur@gmail.com	27	State Drug Warehouse in the campus of OSMCL, Convent Square, Bhubaneswar -III Tel/Fax : 0674-2380950/ 9861737060/ 7873963785 osmc.cdsbbsr@gmail.com	28	District Drug Warehouse C/O C.D.M.O, Puri Dist. Puri , Odisha Tel/Fax : 06752 – 222124 7205236123 osmc.puri@gmail.com
29	District Drug Warehouse C/O C.D.M.O, Nuapada Dist. Nuapada, Odisha Tel/Fax : 06678 – 223346 9439695546 osmc.nuapada@gmail.com	30	District Drug Warehouse C/O C.D.M.O, Sundergarh Dist. Sundergarh , Odisha Tel/Fax : 06622 – 272201 9090360980 osmc.sundargarh@gmail.com	31	Drug Warehouse , C/O C.M.O, Rourkela Govt. Hospital, Rourkela Tel/Fax : 0661 – 2510739 9938959204 osmc.rgh@gmail.com	32	Drug Warehouse C/O Supt. M.K.C.G Medical College Berhampur Dist - Ganjam Tel/Fax : 0680 – 2292624 9439085595 osmc.mkcg@gmail.com
33	District Drug Warehouse C/O C.D.M.O, Nayagarh Dist. Nayagarh, Odisha Tel/Fax : 06753 – 252189 7873150565 osmc.nayagarh@gmail.com	34	District Drug Warehouse C/O C.D.M.O, Sonepur Dist. Sonepur , Odisha Tel/Fax : 06654 – 220209 9861353946 osmc.sonepur@gmail.com	35	Drug Warehouse , C/O Director,Capital Hospital, Bhubaneswar Tel/Fax : 0674 – 2391983, 2394602/8908362402 osmc.capitalhospital@gmail.com	36	Drug Warehouse , Suptd., SVP PGI (Sishubhaban), Ganeshghat, Cuttack Tel No.-7735176750 osmc.sishubhawan@gmail.com
37	District Drug Warehouse C/O C.D.M.O, Nabarangpur Dist. Nabarangpur, Odisha Tel/Fax : 06858 – 222057 8018672325 osmc.nawarangpur@gmail.com	38	Drug Warehouse , C/O Supdt. S.C.B Medical college Hospital, Manglabag, Cuttack Tel/Fax : 0671 – 2414080 /2414147/7873366494 osmc.scbmch@gmail.com	39	Drug Warehouse , C/O Director, AHRCC, Manglabag, Cuttack 8908618760 osmc.ahrcc@gmail.com		

Item Sl. No. 82 : Technical Specification for Salt Testing Kit

The salt testing kit should be ready to use in liquid form. Each salt testing kit should have **20 ml.** testing solution or capacity of 75-100 samples. The packing should be in a plastic screwed cap vial and able to dispense one drop at the time for use at community level. It can be stored at ambient temperature and relative humidity (20 – 90% ± 10%).

Testing Parameters

The kit should be able to differentiate:

a. Salt with nil iodine
b. Salt with inadequate iodine in the range of 05 to less than 15 PPM
c. Salt with adequate levels of iodine 15 PPM or above.

The kits should be able to detect iodine levels in the salty from various sources and characteristics e.g. salts that are alkaline / acidic in nature and with varying sodium chloride content in the country.

Test Report

The kits should have been evaluated and validated by at least one international agencies like WHO, UNICEF and / or National level laboratories like such as National Institute of Nutrition, Hyderabad; National centre of disease control, Delhi; All India Institute of Medical Science, New Delhi; All India Institute of Hygiene & Public Health, Kolkata; Central Food Technological Research Institute, Mysore; Indian Council of Medical Research & Council of Scientific & Industrial Research Laboratories. The validation should include tests for the quality, packaging, ready to use testing (drop by drop), stability at various places, shelf life under sealed condition as well as open condition. **The detail test report of all the test parameters must be furnished in the technical bid.**

Shelf Life

The shelf life of the salt testing kit should be at least **one year** and when the vial is opened should not be less than **4-6 months**.

Pack Size

Each testing kit should be **independently packed** and not more than 10 kits in bigger package. The independent packet of the salt testing kit should contain

i) The reagent (20 ml) : 1 No.

4.3 Samples to be submitted: As mentioned in column 6 above.

The samples submitted should be tagged individually with a label in the format given below. The particulars on the tag should be furnished in indelible ink securely fastened to the sample. In case of sterile items the label should be fastened in a manner such that sterility will not be lost.

MODEL LABEL

Tender Reference No.: _____
Code No of the item: S01001
Name: Black Braided Silk, Size 1-0
No. of Unit submitted: 12 Foils
Name of the Bidder: ABC Pvt. Ltd.,
Date:

4.3.1 The samples shall be submitted on the date and time prescribed by the Tender Inviting Authority.

4.3.2 The bidder should submit along with the samples, the list of sample items in the given Format in Format T9-A duly signed in triplicate.

4.3.3 The samples (non-consumables & non-disposables) submitted by the bidder free of cost may be returned back to the unsuccessful bidders after publication of the approved list.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

5.1 Time Limits Prescribed

Sl. No	Activity	Time Limit
5.1.1.	*Delivery period*	**70(seventy)days** from date of issue of Supply Order.
5.1.2	*Submission of Performance Security.*	**15 days** from the date of issue of Letter of Intent.
5.1.3	*Time for making payments by Tender Inviting Authority*	*The payment will be 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 Bidder shall only be a manufacturer having valid own manufacturing license/ loan license / direct importer holding valid import license with product registration certificate issued by the Drugs Controller General of India.

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

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

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

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

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

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

Note: Suture items from item Sl. No. **01** to **27** having GMP/WHO-GMP/COPP certificate where CE certification with CE mark is mentioned may also be accepted with **WHO-GMP/COPP** certifications.

5.2.5 Distributors / Suppliers / Agents / C&F Agents / C&A, agents are not eligible to participate in the tender on behalf of any company. However, Dealers/Distributors can participate for the item Sl. No. **69** to **75 (Other items – B)** with authorization from the original manufactures/ importers (***except Kit Items***).

5.2.6 Bidders (manufacturer) shall have a minimum turnover of: **Rs. 10 Crs** or more in each year during last (3) three financial years in India for the items from Sl. No. **1** to Sl. No. **27**, **Rs. 5 Crs** or more in each year during last (3) three financial years in India for the items from Sl. No. **28** to Sl. No. **60**, **Rs. 2 Crs** or more in each year during last (3) three financial years in India for the item at Sl. No. **61, Rs. 1 Cr** or more in each year during last (3) three financial years in India for the items from Sl. No. **62** to Sl. No. **82** as per Section IV. Last 3 (three) financial years means either for *2013-14, 2014-15 and 2015-16 or 2014-15, 2015-16 and 2016-17.*

(Provisional statement of account shall not be considered).

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

5.2.7 The bidder must be registered under GST Act.

5.2.8 **(a)** Bidder / manufacturer who has been blacklisted / debarred/banned by any other State Government / Central Govt. Organization /State Medical Corporations/ Director Health Services (Odisha) and or convicted by any court of law due to (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/ Spurious/ Adulterated/ Misbranded etc.) drugs within a period of last 3

years from the date of floating of tender shall not be eligible to participate in the tender.

5.2.9 Bidder should have experience in supplying quoted item/ Similar item form as per tender specification to the State or Central Government or Government Hospitals / Corporate Hospitals / PSU Hospitals / Municipal Hospitals / Pvt. Hospitals in India / UN agencies / Authorized agency of the State / Central Govt. / PSU/Open Market Supply as a manufacturer or otherwise during the last **3(three)** years.

5.2.10 Bidder should have at least **3 (three)** years market standing for the quoted item(s) as per tender specification (In Format T8 / Market standing certificate issued by the licensing authority to establish the **3** years market standing of for the quoted item(s) as per tender specification). This would not applicable to new drugs, a certificate from the Drug Controller General (India) shall be required for all new drug formulations to this effect in From-46 for exemption. This would not be applicable for non-drug items.

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

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

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

SECTION VI

GENERAL CONDITIONS OF CONTRACT

6.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

Section I: Instruction to Bidders

Section II: General Definition & Scope of Contract.

Section III: Tender Schedule

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

Section V: Special Conditions of Contract

Section VI: General Conditions of Contract

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

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

6.2 Bid Document:

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

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

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

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

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

6.2.4.2 Bidders may contact e-Procurement support desk of OSMCL over telephone at 0674 – 2380660 & 2380608, or State e-Procurement cell help desk 1800-3456765, 0674-2530998 for assistance in this regard.

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

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

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

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

6.2.4.6 The blank price bid format should be downloaded and saved on bidder's computer without changing file-name (otherwise price bid will not get uploaded). The bidder should fill in the details in the same file and upload the same back on the website.

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

6.3 Responsibility of Verification of Contents of Bid Document:

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

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

6.4 Guidelines for Preparation of Bid

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

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

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

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

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

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

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

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

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

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

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

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

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

2. The bidder has to furnish the **scan copy** (in PDF format) of the Demand Draft (s) / Bank Guarantee/ Bankers Cheque along with other required document of technical bid through online submission on or before the due date & time of submission of technical bid.

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

6.6 Bid Document Cost

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

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

6.7 Earnest Money Deposit (EMD):

6.7.1 The amount of the EMD(s) to be submitted **per item** is mentioned at Section III and Non- submission of EMD as mentioned in Section III shall be one of the

primary reasons for rejection of the offer in the first round. In case of EMD in shape of BG the validity of BG Shall valid up to 08/**01/2019.**

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

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

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

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

6.7.7 No interest will be paid for the EMD submitted.

6.7.8 The EMD will be forfeited, if a bidder;

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

6.7.8.2 Withdraws bid after the opening of technical bid;

6.7.8.3 Fails to furnish performance security within 15 days of issuance of Letter of Intent.

6.8 Deadline for Submission of Bid

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

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

6.9 Modification and Withdrawal of Bids

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

6.10 Period of Validity of Bid

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

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

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

6.11 Rejection of Bids:

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

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

6.12 Notices

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

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

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

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

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

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

6.12.1.6 Final List of technically qualified bidders.

6.12.1.7 Summary of Online price bid opening

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

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

6.13 Other Terms and Conditions

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

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

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

6.14 Pre-Bid Meeting

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

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

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

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

6.14.5 It is also an opportunity for the Tender Inviting Authority to assess the market and obtain feedback on the technical specifications/features etc requested by the

User Institution/funding agency, so as to make amendments in the bid document on the basis of expert advice.

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

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

6.15 Amendment of Bid Documents:

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

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

6.16 Submission of Bid

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

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

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

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

6.16.5 **SIGNING OF BID**

The bidder shall sign on all statements, documents, certificates uploaded

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

6.16.6 SECURITY OF BID SUBMISSION:

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

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

6.16.7 RESUBMISSION AND WITHDRAWAL OF BIDS:

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

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

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

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

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

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

6.17 List of Documents in Bid Submission

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

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

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

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

6.17.3 Format – T1 (Check List)

6.17.4 Format – T2 (Details of Items quoted)

6.17.5 Format – T3 (Details of EMD submitted)

6.17.6 Format – T4 (Details of Bidder)

6.17.7 Format – T5 (Declaration Form)

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

6.17.9 Copies of the annual audited statement / Annual Report for 2013-14, 2014-15 & 2015-16 or 2014-15, 2015-16 & 2016-17 (Provisional statement of account shall not be considered).

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

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

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

6.17.13 Photo copy of valid manufacturing license /Loan License / Import license for each quoted product by the drug licensing authority in case of Drug items. In case of non drug items copy of manufacturing license in case of manufacturers, copy of Import Export Certificate (IEC) in case of importers and copy of authorization letter from original manufacturer/importer in case of items accepted from authorized Distributors/Dealers.

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

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

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

6.17.17 Non Conviction certificate issued by the licensing authority in case of drug items.

6.17.18 Copy of ISO/BIS/CE/ any other Certificate as per technical specification (if any).

6.17.19 Copy of the GST registration certificate

6.17.20 Copy of PAN

6.17.21 Copy of IT Returns of the financial years **2013-14, 2014-15 and 2015-16** or **2014-15, 2015-16 & 2016-17.**

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

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

6.18 Opening of Technical Bid

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

6.18.2 The **on-line opening** of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature.

Bidders or his/her representative may not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.

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

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

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

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

6.19 Evaluation of Bid

6.19.1 The Evaluation will be done by Tender Evaluation Committee.

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

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

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

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

6.20 **Deleted.**

6.21 Sample Verification of the item(s):

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

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

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

6.22 Price Bids Opening

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

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

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

6.22.4 There shall also be no hidden costs.

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

6.22.5.1 **Basic Price:** Basic unit price includes customs duty, packaging, forwarding, insurance, forwarding, transportation **(Door Delivery)** [Price per each Piece/Cylinder/Kit/Roll (as the case may be) and not in preferable unit Pack] 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%**.

6.24 Award of Contract

6.24.1 Criteria:-The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and sample verification of the item (s) if any, i.e. after price bid opening. However, for programme item (s) and other Bulk item (s) as mentioned at Section IV Clause No.**4.1**, empanelment of other technically qualified suppliers may be asked through negotiation to match with the **L1 price** for supply of the item (s). Subsequently orders can be given to **L1, L2 & L3** suppliers at **L1 rate** in the ratio of **50:30:20**. In case of failure of any supplier, the non supply portion of the order can go to the suppliers who are on the panel for supplying and in the event L2 and L3 suppliers also failing, the orders can be placed on other qualified suppliers willing to supply at L1 rate. **MD, OSMCL reserves all rights regarding the decision of division of the total order quantity.**

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

6.25 Notification of Award/Letter of Intent (LOI)

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

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

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

6.25.4 Signing of Contract

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

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

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

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

6.25.4.5 Sub Contracts:- The Successful bidder shall not sub contract the execution of the contract. Such action, if done without the knowledge of the Tender Inviting

Authority prior to the entering of the contract, shall not relieve the Successful bidder from any of its liability or obligation under the terms and conditions of the contract.

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

6.25.4.6 (I) Specifications, drawings, designs etc. where goods to be supplied under the contract are to be specifically manufactured for the Tender Inviting Authority,

6.25.4.6 (II) Incidental services to be provided by the successful bidder,

6.25.4.6 (III) Place of delivery and

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

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

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

6.26 Performance Security

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

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

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

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

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

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

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

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

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

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

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

6.28 Supply Conditions

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

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

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

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

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

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

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

6.28.7 All items supplied, the expiry date i.e. the date up to which the Drugs shall retain its efficacy and potency shall be for a period of at least **24 Months** from the date of its manufacture and at the time of supply, should have **minimum 5/6th shelf life** from the date of manufacture when supplied. It is imperative that the materials supplied are in proper packaging capable of protecting the drug throughout their shelf life. Materials supplied without following the above conditions will be rejected. In case of **Non Drug** items where there is no expiry date claimed by the bidder/supplier the **minimum 5/6th shelf life is not applicable.**

6.28.9 However in case of imported items, small ordered items (i.e. small ordered quantity in comparison to the batch manufacturing size) are exempted from 5/6th Shelf life, with an under taking from the supplier that if the item expires being not utilised then the supplier shall replace the whole expired item with fresh batch(s) of supply. However at the time of supply the item should have **minimum 70% of the remaining shelf life** from the date of manufacture.

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

the copies of the test reports to the Quality Assurance Division of OSMCL for future reference within 7 days of delivery.

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

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

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

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

6.29 PACKAGING (As per Annexure – I):

6.29.1 All the packaging should be New. The supplier shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination. The packaging shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and upon storage. All primary packaging containers, which come in contract with the drug content, should strictly protect the quality & integrity of the drug and medical consumables (as per Annexure–I).

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

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

6.29.3 Each Strip / Box / Carton / Bottle / Amp. / Vial / Than / Roll of Gauze and Bandage shall bear the seal of the manufacturer and month of manufacturing, month of expiry & Batch No. and labeling of "ODISHA GOVT. SUPPLY NOT FOR SALE" both in **Odiya** and **English** language (As per Annexure – I & II).

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

6.30 LOGOGRAMS, LABELING & BAR CODING:

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

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

6.31 Quality Testing

6.31.1 All the item (s) supplied at the warehouses shall be **quarantined** for quality testing by OSMCL and shall only be allowed for distribution after getting the **standard quality** test report from the NABL accredited Laboratory empanelled by OSMCL / Govt. Laboratory/ or for non drug items by a technical expert committee (if required).

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

6.31.3 **Quality testing and Handling charges**: **1.5 % of the purchase order value** shall be collected from the approved supplier as the quality testing charges. But the supply of each drug / consumable must be in minimum batches. If more than 1.5% of purchase order value is spent towards quality testing due to more number of batches, the extra cost will be collected from the supplier. The

balance amount if any remaining due to less batch and bulk supply out of 1.5% will not be returned to the supplier.

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

6.31.5 In case of NSQ, the supplier shall return the entire NSQ quantity from OSMCL warehouses and shall supply with new batch(es) at all the warehouses at their own cost within 60 days of issue of letter from OSMC, failing which penalty would be levied as per the provision mentioned in procurement guideline of OSMC.

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

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

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

6.31.9 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 item(s) 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.

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

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

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

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

6.36 Resolution of Disputes

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

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

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

6.37 Applicable Law & Jurisdiction of Courts

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

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

6.38 General/ Miscellaneous Clauses

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

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

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

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

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

6.39 Penalties for Non-performance

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

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

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

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

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

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

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

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

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

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

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

6.39.8 **Blacklisting**

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

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

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

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

6.39.8.3 The bidder can be blacklisted by OSMCL for a period of **3 years** in case it is found at the time of evaluation/verification/inspection that the bidder has furnished forged documents/false information along with the bid.

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

6.40 Termination of Contract

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

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

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

6.40.4 Termination for insolvency: If the successful bidder becomes bankrupt or otherwise insolvent, the Tender Inviting Authority reserves the right to terminate the contract at any time, by serving written notice to the successful bidder

without any compensation, whatsoever, to the successful bidder, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Tender Inviting Authority.

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

6.41 Fall Clause

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

SECTION –VII

FORMATS FOR SUBMISSION OF BID

(Technical Bid)

FORMAT – T 1

CHECK LIST

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

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

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

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

Name of the Bidder	

Sl. No	**Item**	**Whether included Yes / No**	**Page No.**
1	Format – T1 (Check List)		
2	Bid Document Cost as DD (Rs. **5,600/-** for any or all the item		
3	The Earnest Money Deposit(s) as Demand Draft (s) based on no. of items tendered		
4	Format – T2 (Details of Items quoted)		
5	Format – T3 (Details of EMD submitted)		
6	Copy of the GST registration certificate		
7	Copy of PAN (Income Tax)		
8	Copy of IT Returns of the financial years 2013-14, 2014-15 & 2015-16 or 2014-15, 2015-16 and 2016-2017.		
9	Format – T4 (Details of Bidder)		
10	Format – T5 (Declaration Form)		
11	Format – T6 (Annual Turnover Statement by Chartered Accountant)		
12	Copies of the annual audited statement / Annual Report for 2013-14, 2014-15 & 2015-16 or 2014-15, 2015-16 and 2016-2017 (Provisional statement of account shall not be considered)		
13	Format–T7 (Performance Statement during the last three Years)		

14	Format–T8 (Product Manufacturing Certificate) OR Market Standing certificate by the drug licensing authority) not applicable for non-drug items		
15	Format–T9 (Declaration of **compliance of GMP**) & T9-A(Sample Submission List)		
16	Photo copy of valid manufacturing license / Import license for each and every product quoted by the drug licensing authority. Photo copy of manufacturing license/ IEC certificate in case of non-drug items		
17	Valid Drug Endorsement for each quoted product/ Product registration certificate (In case of Importer) by the drug licensing authority		
18	Valid up-to-date Good manufacturing practice certificate as per revised schedule-M (GMP) / COPP Certificate by the drug licensing authority in case of drug items		
19	Valid up-to-date WHO GMP / COPP certificate (in case of importer) by the drug licensing authority in case of drug items		
20	Non Conviction certificate issued by the licensing authority of the state that the manufacturers/importer have not been convicted under the provision of D&C Act 1940 and Rules thereof by any court of law in contravention to the above Act & Rules in case of drug items.		
21	Valid ISO/BIS/CE/USFDA certificate or any other certificate as per Tech. Specification (if any)		
22	Any other document require (i.e. product brochure/data sheet of quoted products etc.) as per the technical specification (Section-IV)		

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

Note:

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

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

Format - T2

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

DETAILS OF THE ITEMS QUOTED

(use additional sheets if space provided is not sufficient)

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

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

Signature of the Bidder:

Date: Official Seal:

Format – T3

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

DETAILS OF EMD SUBMITTED

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

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

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

Signature of the Bidder:

Date:

Official Seal:

Format – T4

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

DETAILS OF THE BIDDER

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

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

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

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

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

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

9	*Other relevant Information to be furnished in a separate sheet:- If the bidder is blacklisted/banned/de-recognized for supplying drugs/items within the last 3 years from the date of floating of the tender by authorities as mentioned in Clause No. 5.2.8.*				
9.a	*Furnish the copy of the GST registration certificate*				
9.b	*PAN : Furnish the copy of the PAN*				
10	***Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)*** **a. Name of the Bank :** **b. Full address of the Branch concerned :** **c. Account no. of the bidder :** **d. IFS Code of the Bank :**				
Date:		*Office Seal*		*Signature of the bidder / Authorized signatory*	

Format – T5

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

DECLARATION FORM

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

I / We ……having My / our registered office at……. & having My / our factory premises at…….. do declare that I / We have carefully read all the terms & conditions of bid of OSMCL, Odisha for the supply of …….. (Name of the 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. _____ 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 items **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. **5.2.8** of the tender document.

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

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

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

Signature of the bidder :

Seal:

Date:

Name & Address of the Firm:

Format – T6

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

ANNUAL TURN OVER STATEMENT

(In the letterhead of the Chartered Accountant)

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

Sl. No.	***Financial Year***	***Turnover in Crores (Rs)*** **both in figures & words**
1	***2013– 2014/2014 – 2015***	
2	***2014– 2015/2015 – 2016***	
3	***2015 – 2016/2016-2017***	

Date:

Signature of Auditor/

Place: Chartered Accountant

(Name in Capital)

Seal

Membership No.

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

Format – T7

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

PERFORMANCE STATEMENT

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

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

Name of Bidder: :

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

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

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

Signature and seal of the Bidder

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

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

Format – T8

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

(In LETTER HEAD OF THE LICENSING AUTHORITY)

PRODUCT MANUFACTURING CERTIFICATE

MARKET STANDING(DRUG ITEMS)

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

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

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

SIGNATURE:

NAME:

DATE :

DESIGNATION OF LICENSING AUTHORITY:

SEAL

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

Format – T9

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

DECLARATION FOR MANUFACTURING ITEMS AND PRODUCTION CAPACITY AS PER GMP/WHO GMP/COPP(FOR DRUG ITEMS)

01. Name and Address of the Firm:

02. Name of Proprietor / Partner / Director:

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

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

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

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

(C) Production Capacity (Section Wise) in detail based on the quoted items.

Signature and Seal of Proprietor / Partner / Director

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

FORMAT –T9-A

(To be submitted on the date of sample submission)

Performa for Submission of Suture ,Surgical and Other items samples

Name of the Bidder:_____

Address: _____

Sl. No	Item Code	Name of the Item	Technical Specification	Qty Submitted

Signature:

Date:

Seal:

PRICE SCHEDULE

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

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

SECTION–VIII

ANNEXURES

ANNEXURE – IA

INSTRUCTION FOR PACKAGING OF DRUGS & MEDICAL CONSUMABLES

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

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICAL CONSUMABLES

GENERAL SPECIFICATIONS

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

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

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

STITCHING:

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

FLAP:

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

TAPE:

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

CARRY STRAP:

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

LABEL:

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

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

OTHERS:

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

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

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

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

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

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

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

(3) Ply: 7 Ply.

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

IV. SPECIFICATION FOR IV FLUIDS

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

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

(3) Ply : 5 or 7

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

V. SPECIFICATIONS FOR LIQUID ORALS

50ml to 120 ml bottles.

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

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

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

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

(4) Ply : 7 ply

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

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

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

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

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

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

VII. SPECIFICATIONS FOR INJECTABLE (IN VIALS AND AMPOULES)

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

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

(3) Bursting strength for CB boxes for

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

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

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

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

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

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

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

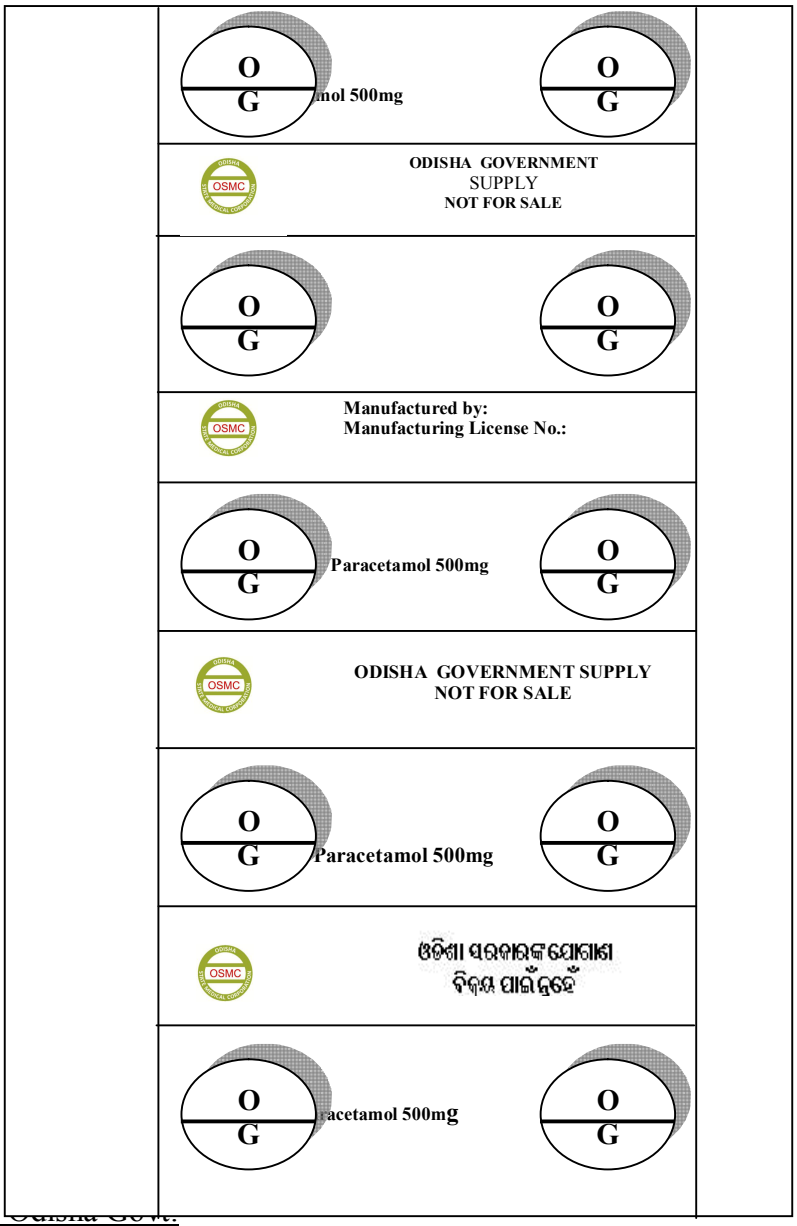
(1) The thermo cool box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the **cold temperature** throughout the period of transit.

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

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

DESIGN FOR STRIP

FRONT SIDE **REAR SIDE**



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

OG : Odisha Govt.

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

E – II

SPECIMEN LABEL FOR OUTER CARTON

Name of the Consignee:

ODISHA GOVERNMENT SUPPLY
NOT FOR SALE
Both in English and in Odiya font

PARACETAMOL I.P - 500mg

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

Batch No. :

Total Quantity:

Net Weight of the Carton:

Supply Head: "CENTRAL PURCHASE"

Purchase Order No.: **Date:**

Manufactured By:

ANNEXURE – III

BAR CODING DETAILS

Tertiary Packing

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

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

Secondary Packing

Supplier Name:
Batch No:
MFG. Date:
Expiry Date:

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

ANNEXURES

(TO BE EXECUTED BY THE SUCCESSFUL BIDDER)

Annexure IV

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

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

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

Common Seal of the said Bank this.....day of.....20.....
THE CONDITION OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.

2. If the tenderer having been notified of the acceptance of his tender by the purchase during the period of its validity:-

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

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

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

This guarantee shall be valid until the **_____/_____/ 2018**.

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

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

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

Annexure V

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

To

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

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

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you on behalf of the supplier, up to a total of .....(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show ground or reasons for your demand or the sum specified therein.

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

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

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

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

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

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