



**Odisha State Medical Corporation Limited  
(OSMCL)**

*(A Government of Odisha Enterprise)*

Website: [www.osmcl.nic.in](http://www.osmcl.nic.in), Email: [logistics.osmcl.od@nic.in](mailto:logistics.osmcl.od@nic.in)

**Bid Reference No. OSMCL/2021-22/DRUGS-AYUSH-HOMEIO RE-TENDER/26**

**E-TENDER DOCUMENT  
FOR  
SUPPLY OF HOMOEOPATHIC GLOBULES FROM  
THE GMP HOLDERS OTHER THAN M/s I.M.P.C.L,  
P.S.Us, PHARMACIES UNDER STATE GOVT. AND  
CO-OPERATIVES FOR THE YEAR- 2021-22**

**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 -751 001  
Tel.: (0674) 2380660**

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## **NOTICE INVITING BID**

### **Odisha State Medical Corporation Limited (OSMCL)**

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

Tel. : (0674) 2380950, Website : [www.osmcl.nic.in](http://www.osmcl.nic.in) , Email : [logistics.osmcl.od@nic.in](mailto:logistics.osmcl.od@nic.in)

**Notification No.: 6529**

**Date:09.07.2021**

Bid Ref. No.: OSMCL/2021-22/DRUGS-AYUSH-HOMEEO RE-TENDER/26 Date: 09/07/2021

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

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and time</b>	
1.	<i>Date &amp; time of release of bid</i>	<b>0 9/07/2021, 3 PM</b>	
2.	<i>Date &amp; time for submission of queries by E-Mail id - <a href="mailto:logistics.osmcl.od@nic.in">logistics.osmcl.od@nic.in</a></i>	<b>14/07/ 2021, up to 5:00 PM</b>	
3.	<i>Date &amp; time of Online bid submission</i>	<i>StartDate &amp; Time</i>	<i>EndDate &amp; Time</i>
		<b>16/07/2021, 11.30APM</b>	<b>30/07/2021, 6.00 PM</b>
4.	<i>Date &amp; time for submission of Tender Documents, Tender Document of tender document</i>	<i>StartDate &amp; Time</i>	<i>EndDate &amp; Time</i>
		<b>31/07/2021, 10AM</b>	<b>09/08/2021, 11.00 AM</b>
5.	<i>Date &amp; time of online Technical bid opening</i>	<b>09/08/2021, 11:45 AM</b>	
6.	<i>Date of opening of Price Bid</i>	<i>To be informed to the qualified bidders</i>	

The bid document with all information relating to the bidding process including cost of bid document, Prequalification criteria and terms & conditions are available in the websites: [www.osmcl.nic.in](http://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. 6530 /OSMC

Dt. 09.07.2021

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

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

Memo No. 6531 /OSMC

Dt. 09.07.2021

Copy forwarded to the Director AYUSH-cum-Mission Director, NAM, Odisha, Bhubaneswar.

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

Memo No. 6532 /OSMC

Dt. 09.07.2021

Copy forwarded to the State Head Portal, IT Cell, Odisha Secretariat, Bhubaneswar / Chief Manager (Technical), State Procurement Cell, NirmanSaudh, 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 objectives of the OSMCL is to act as the central procurement agency for all essential drugs, equipment and other health commodities for all AYUSH 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 **05/07/2021, 3PM** and submit it online from **13/07/2021, 11.30AM** to **27/07/2021, 6.00 PM** after which the same will be removed from the list of “**Latest Active Tender**”. The bid document is also available at website: [www.osmcl.nic.in](http://www.osmcl.nic.in)

### 1.4 PARTICIPATION IN BID

#### 1.4.1 PORTAL REGISTRATION:

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

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

#### 1.4.2 **LOGGING TO THE PORTAL:**

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

#### 1.4.3 **DOWNLOADING OF BID:**

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

#### 1.4.4 **CLARIFICATION ON BID:**

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

#### 1.4.5 **PREPARATION OF BID**

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

#### 1.4.6 **PAYMENT OF COST OF BID DOCUMENTS:**

The detail guideline for payment of Cost of Bid Document is mentioned at General Condition of contract- Section VI (**Clause 6.5 - 6.7**)

#### 1.4.7 **SUBMISSION AND SIGNING OF BID**

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

#### 1.4.8 **TIMELINE FOR DELIVERY OF GOODS AND PAYMENTS**

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

#### **Note: (Uploading of files for submission of bid)**

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

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

## SECTION II

### General Definitions & Scope of Contract

#### 2.1 General Definitions

- 2.1.1 *Department* means Health & Family Welfare Department, Government of Odisha.
- 2.1.2 *Government* means Government of Odisha.
- 2.1.3 *Bid / Tender Inviting Authority* is the Managing Director or authorized person of OSMCL by the Managing Director, who on behalf of the User Institution/Government or the funding agencies calls and finalizes bids and ensures supply, installation and after sales service of the equipments procured under this bid document.
- 2.1.4 *Tender Evaluation Committee & Technical Committee* are Committees authorized by the Managing Director of OSMCL to decide on the purchase of the Homoeopathic drugs to be procured by the OSMCL.
- 2.1.5 *User Institutions* are the Govt. AYUSH health care institutions under the Health & FW Department, Government of Odisha for which the items under this bid is procured.
- 2.1.6 *De-recognition/ Debarment* – the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future bids of Tender Inviting Authority, more specifically mentioned in the Specific Conditions of Contract (Section V) and General Conditions of Contract (Section VI) of this bid document, the period being decided on the basis of number of violations in the bid conditions and the loss/hardship caused to the Tender Inviting Authority on account of such violations.

#### 2.2 Scope

- 2.2.1 The bids are invited for the supply of the items, the details of which are mentioned in Section IV, needed for the government AYUSH institutions of Odisha.
- 2.2.2 **Rate Contract:** This is a **Rate contract Bid**, the rate of which **will be valid** for a period of **1(one) year** from the date of finalization of rate contract.



However, the approx. quantity requirement is mentioned in the Schedule of Requirement – Section IV, which may increase or decrease substantially as per requirement. The bidders are expected to quote their best rates for the items. The technical specifications, approx. quantity and locations for supply are mentioned in Section IV of this bid document. Only OSMCL is authorized to place purchase orders for the supply of item(s) to be procured under this bid during the validity of the rate contract period.

- 2.2.3 The bidders can't withdraw their bid after opening of technical bid, within the minimum bid validity period of 180 days & also after accepting the Letter of Intent.
- 2.2.4 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to de-recognition/ debarment.

**SECTION III**  
**TENDER SCHEDULE**

**3.1. Bid Details**

1.	<i>Bid Reference No.</i>	<b>OSMCL/2021-22/DRUGS-AYUSH-HOMEEO RE-TENDER/26</b>
2.	<i>Cost of Bid Document (in shape of DEMAND DRAFT)</i>	<i>Rs. 5,600/- (inclusive of GST) for any or all the item(s)</i>
3.	<i>Validity of bid</i>	<i>180 days from the last date of bid submission.</i>
4.	<i>Performance Security</i>	<i>3% of the Total contract value with respect to the Approx. quantity mentioned in Schedule IV excluding taxes (for successful bidders)</i>
5.	<i>Validity of Performance Security</i>	<i>The performance security (in case of Bank Guarantee) shall remain valid for a period of minimum (2) two years from the date of LOI or latest expiry date of the batch (es) of a particular item, whichever is later.</i>

**3.2. Important Dates:**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date and time</b>	
1.	<i>Date &amp; time of release of bid</i>	<b>09/07/2021, 3 PM</b>	
2.	<i>Date &amp; time for submission of queries by E-Mail id - <a href="mailto:logistics.osmcl.od@nic.in">logistics.osmcl.od@nic.in</a></i>	<b>14/07/ 2021, up to 5:00 PM</b>	
3.	<i>Date &amp; time of Online bid submission</i>	<i>Start Date &amp; Time</i>	<i>End Date &amp; Time</i>
		<b>16/07/2021, 11.30 AM</b>	<b>30/07/2021, 6.00 PM</b>
4.	<i>Date &amp; time for submission of Tender Documents, Tender Document Fee of tender document</i>	<b>31/07/2021, 10 AM</b>	<b>09/08/2021, 11.00 AM</b>
7.	<i>Date &amp; time of online Technical bid opening</i>	<b>09/08/2021, 11:45 AM</b>	
8.	<i>Date of opening of Price Bid</i>	<i>To be informed to the qualified bidders</i>	

**SECTION IV  
SCHEDULE OF REQUIREMENT**

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

Hence, the price in the BOQ to be quoted **per Bottle**.

**\*SDWH- State Drug Warehouse-Bhubaneswar in the Campus of Dr. Abhin Chandra Homoeopathic Medical College and Hospital, Bhubaneswar as mentioned at CL. No. 4.2(List of Warehouses).**

**All the items should be supplied with good quality Amber coloured glass bottles as per I.P.**

Sl No.	Drug Code	Name of the Item	Reference Text	Potency of the Medicines	Preferable Pack Size	Approx. Qty Required in Absolute i.e bottle	Minimum Turnover (in Rs.)	Remarks	
1	2	3		4	5	6	7	8	
	<b>Homoeopathic Item</b>								
1	H05001	Globules	H.P.I	30 size	450 Gm.	54170	1,200,000		

**NB: The Approx. Quantity mentioned at column No. 6 may substantially vary from order quantity.**

**4.2 Warehouse for delivery.**

Dr. Abhin Chandra Homoeopathic Medical College and Hospital,

Unit-III, Kharavel Nagar, Dist: Khurdha

E-Mail:- [drachmch@gmail.com](mailto:drachmch@gmail.com)

Phone No: 9938504551

**SECTION V**  
**SPECIAL CONDITIONS OF CONTRACT**

**5.1 Time Limits Prescribed**

<u>Sl. No</u>	<u>Activity</u>	<u>Time Limit</u>
5.1.1	<i>Delivery period</i>	<b>70(Seventy) days</b> from date of issue of Supply Order.
5.1.2	<i>Submission of Performance Security.</i>	<b>15days</b> from the date of issue of Letter of Intent.
5.1.3	<i>Time for making payments by Tender Inviting Authority</i>	<i>The payment will be completed within 60 days from the date of delivery of the last consignment/ successful delivery of the supplied item or batch(s).</i>

**5.2 Pre qualification of Bidders:**

5.2.1 Bidder shall only be a manufacturer having valid **own manufacturing license** with product registration certificate issued by the Drugs Controller.

- 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) **or** copy of original Treasury Challan regarding manufacturing license retention fee Manufacturing license issued by competent authority .
- b) 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 Schedule M-I of Drugs & Cosmetics Rules, 1945 issued by the concerned licensing authority.

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

5.2.4 Bidder (manufacturer/ importer) shall have minimum turnover as per **Section IV** Column No. 7 in each of the year for last 3(three) financial years in India.

Last **3(three) financial years** means either during **2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20.**

The proof of turnover is to be furnished in **Format T6** certified by the Chartered accountant & supported by audited annual statements / annual report with the turnover figures highlighted there. **(Provisional statement of account shall not be considered).**

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

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

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

5.2.7 Bidder should have experience in supplying quoted item as per tender specification to the State or Central Government or Government AYUSH

Hospitals / Dispensaries /Open Market Supply as a manufacturer or otherwise during **last 3(three) years** in **Format T7**.

5.2.8 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.

5.2.9 The bidder have to submit the Bid document cost as mentioned in **Section-III**.

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

5.2.11 The bidder has to furnish the declaration of Production Capacity for the quoted item(s) as per **Format 10(A) for all the quoted items** .

## 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 detail of warehouse for 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](http://www.osmcl.nic.in) and <https://tendersodisha.gov.in> for downloading. Bidder shall submit Bid Document cost (mentioned in Section III) as described in clause 6.5 and non submission of the same shall be one of the primary reasons for rejection of the offer in the first round.

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

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

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

- 6.2.4.2 Bidders may contact e-Procurement support desk of OSMCL over telephone at **0674-2380660 & 2380950**, 9437229323(Nodal Officer, Homeopathy) 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:**  
The **details of payment of document cost** 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 are mentioned in clause 6.17.



- 6.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the Bid, 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](http://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 , 9437229323 (Nodal Officer, Homeopathy).

## 6.5 Payment for e-Tenders (Bid document Cost)

### 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**.

**6.7** Submission of BID SECURITY DECLARATION FORM (Rule 170 of General Financial Rule 2017)

## **6.8 Deadline for Submission of Bid**

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

6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case all rights and obligations of the Tender Inviting Authority and the bidders shall remain unaffected.

## **6.9 Modification and Withdrawal of Bids**

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

## **6.10 Period of Validity of Bid**

6.10.1 The bid must remain valid for minimum **180** days (**six** months) from the date of opening of Technical bid.

6.10.2 The bidder can't withdraw their bid within the bid validity period.

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

## **6.11 Rejection of Bids:**

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

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

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

6.11.4 The Tender Inviting Authority reserves the right to cancel the tender for all items or for any one or more of the items tendered without assigning any reasons thereof.

## **6.12 Notices**

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

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

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

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

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

6.12.1.5 Results of the sample verification / factory inspection (if required), reasons for rejection and provisional list of bidders qualified for price bid opening.

6.12.1.6 Final List of technically qualified bidders.

6.12.1.7 Summary of Online price bid opening.

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

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

## **6.13 Other Terms and Conditions**

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

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

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

## 6.14 Submission of Queries

6.14.1 Submission of queries regarding tender terms & condition must be reach by E-Mail id [logistics.osmcl.od@nic.in](mailto:logistics.osmcl.od@nic.in) up to **10/07/2021, 5:00 PM**. The Tender Inviting Authority may or may not amend the terms and conditions as well as technical specifications of the bid document on the basis of feedback obtained with a view to obtain maximum number of competitive bids.

6.14.2 **Online Submission** of bids will be accepted only **after** the last date of Submission of queries.

## 6.15 Amendment of Bid Documents:

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

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

## 6.16 Submission of Bid

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

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

6.16.3 **PART II as PRICE BID** (in the required Format) shall be submitted **online only**. The price bid format (excel sheet available in e-Tender portal) is specific to a bid and is not interchangeable. The price bid format file shall be downloaded from the e-Tender portal and the bidders shall quote the prices in the respective fields before uploading it. All **white** areas of BOQ file shall be filled by the bidder. The **grey areas** of BOQ shall not be modified/ edited by the bidder. The

Price bids submitted in **any other formats** will be treated as **non-responsive**. Multiple price bid submission by bidder shall lead to cancellation of bid.

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

6.16.5 **SIGNING OF BID**

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

6.16.6 **SECURITY OF BID SUBMISSION:**

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

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

6.16.7 **RESUBMISSION AND WITHDRAWAL OF BIDS:**

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

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

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

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

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

6.16.7.6 The details of the documents to be uploaded **online** are mentioned in

## **Clause 6.17.**

### **6.17 List of Documents in Bid Submission**

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

- 6.17.1 Bid Document cost [(Scanned copy of the instrument in PDF)]
- 6.17.2 Earnest Money Deposit (s)[Scanned copy of the instrument in PDF]  
  
[**Original instruments** of the bid document cost in a sealed envelope must reach the Tender Inviting Authority by post / courier after the closing date of online bid submission and within the date and time of opening of online technical bid, failing which the bid shall be rejected]
- 6.17.3 Format – T1 (Check List)
- 6.17.4 Format – T2 (Details of Items quoted)
- 6.17.5 Format – T3
- 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 *2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20* (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** (Declaration of the bidder certifying that the bidder does not come under M/s I.M.P.C.L, P.S.Us, PHARMACIES UNDER STATE GOVT. AND CO-OPERATIVES )
- 6.17.12 Format – T9 (Declaration for compliance of GMP)
- 6.17.13 Photo copy of valid manufacturing license with approved product list issued by the drug licensing authority.
- 6.17.14 Valid Drug Endorsement for each quoted product/ Product registration certificate

- 6.17.15 Non Conviction certificate issued by the licensing authority
- 6.17.16 Copy of ISO/BIS Certificate (if any)
- 6.17.17 Copy of the GST registration certificate
- 6.17.18 Copy of PAN
- 6.17.19 Copy of IT Returns of the financial years during *2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20.*
- 6.17.20 Format- 10 (A)/10 (B) (Declaration of Production Capacity).
- 6.17.21 Valid up-to date GMP certificate as per schedule M- **1**.

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

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

## **6.18 Opening of Technical Bid**

- 6.18.1 The technical bid opening is **online**. The date of technical bid opening is published in advance. The date of opening of price bid will be decided after the technical bid evaluation and those who qualify in the technical bid evaluation shall be informed in advance.
- 6.18.2 The **on-line opening** of the technical bid and the price bid shall be done by the Tender Inviting Authority or his authorized representatives as per bid schedule. The prospective bidders or his/her representative can access to the on-line bid opening by logging in to the e-Tender portal with the registered digital signature. Bidders or his/her representative may not come to the office of the Tender Inviting Authority for the opening of either technical or price bids.
- 6.18.3 In the event of the specified date for opening of bid being declared holiday, the Bid shall be opened at the appointed time and venue on the next working day.

- 6.18.4 In the event of the claims in the on-line documents are materially missing or of substantial error or unqualified for want of required qualifications, the bid shall be rejected. However, minor infirmities in the submission of documents will be allowed to be rectified by obtaining required clarification by the Tender Inviting Authority so as to ensure qualification of maximum number of competitive offers to the final round.
- 6.18.5 The bidder shall be **responsible for properly uploading** the relevant documents (in the format specified) in the **e-Tender portal** in the specific location and the Tender Inviting Authority shall not be held liable for errors or mistakes done while uploading the on-line bid.
- 6.18.6 The date and time of Price Bid will be announced only after the opening of the Technical Bid, Technical Evaluation and sample verification of the item(s) offered.

## **6.19 Evaluation of Bid**

- 6.19.1 The Evaluation will be done by Tender Evaluation Committee.
- 6.19.1.1 The documents submitted as part of the technical bids shall be scrutinized by a Tender Evaluation Committee duly appointed.
- 6.19.1.2 The Tender Evaluation Committee may also verify the veracity of claims in respect of the known performance of the item(s) offered, the experience and reputation of bidder in the field, the financial solvency etc.
- 6.19.1.3 The decisions of the Tender Evaluation Committee on whether the bidders are responsive or non-responsive or requiring clarifications will be published.
- 6.19.1.4 The details of price bid evaluation is mentioned at Clause No. 6.22

## **6.20 Sample Verification of the item(s):**

- 6.20.1 The Director AYUSH, Odisha, Bhubaneswar's 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.



## 6.21 Price Bids Opening

- 6.21.1 The price bid of the technically qualified bidders shall be opened online by the Tender Inviting Authority or his authorized representative.
- 6.21.2 Price Offered shall be in **Indian Rupees**.
- 6.21.3 Fixed price: Prices quoted by the Bidder shall be fixed during the period of the contract and not subject to variation on any account.
- 6.21.4 There shall also be no hidden costs.
- 6.21.5 Bidder shall quote prices in all necessary fields in the available format. The price shall be entered separately in the following manner:
- 6.21.5.1 Basic Price: Basic absolute price includes customs duty, packaging, forwarding, insurance, transportation (Delivery at Dr ACHMC & Hospital, Unit-III, Kharavel Nagar, Bhubaneswar) [ Priceper 100 ml Bottle as per price bid/BOQ (as the case may be)] should include the cost of all accessories **excluding GST**.
- 6.21.5.2 Applicable GST shall be quoted in the specified column in numeric values (If the field is left blank, value will be taken as zero) in the BOQ/Price Bid format.
- 6.21.5.3 The bidders shall offer the price which shall be inclusive of all the accessories (if any) mentioned in the technical specification under Section IV.
- 6.21.5.4 Bidders in no way can alter/modify the price bid/ BOQ format, if so he is liable for disqualification.
- 6.21.5.5 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. Representation to make correction in the tender documents on the ground of Clerical error, typographical error, etc., committed by the bidder in the Bids shall not be entertained after submission of the tenders. Conditions such as “SUBJECT TO AVAILABILITY” “SUPPLIES WILL BE MADE AS AND WHEN SUPPLIES ARE RECEIVED” etc., will not be entertained under any circumstances and the tenders of those who have given such conditions shall be treated as incomplete and accordingly the Tender will be rejected.

## 6.22 Price Bid Evaluation

- 6.22.1 The quoted rate should include excise / customs duty, transportation, insurance, packing & forwarding or any other incidental charges for door delivery at the warehouses & excluding GST. The price bid evaluation of an item will be made by comparison of basic quoted prices of each bidder excluding GST. The lowest eligible bidder i.e. (L1) bidder will be the bidder who has quoted the lowest basic price in BOQ, out of the rest bidders for that item.
- 6.22.2 In case of any discrepancy in quoted GST percentage in BOQ by different bidders for a similar item(s). Then price bid evaluation for that item will be finalized after getting clarification from bidders as well as from tax department.
- 6.22.3 If L1 price for any of the tendered item is found to be more than the price offered by any of the suppliers in GeM at any point of time, then OSMCL reserves the right to cancel the contract for the said item at any point of time during the tender validity period or the rate contract period and will go for procurement of the said item from GeM.

## 6.23 Award of Contract

6.23.1 Criteria:-The contract will be awarded to the lowest evaluated responsive (L1) bidder for the entire tendered quantity or part thereof as per the discretion of management. However, empanelment of other technically qualified bidders may be asked through negotiation to match with the L1 price for supply of the **Bulk/Critical/Essential/Program** item (s). The **MD, OSMCL reserves all rights regarding the decision of division of the total order quantity.**

In case of failure of any supplier, the non supplied portion of the order quantity can go to the other suppliers who are on the panel for supplying of the said item. If L2 and L3 bidders/suppliers unwilling/failing to supply the item with L1 rate, then purchase orders may be placed to the other qualified bidders who are willing to supply the item at L1 rate. If other technically qualified bidders are not willing to supply the item(s) matching with L1 rate, then the total Tender/Order Quantity shall be supplied by L1 approved bidders / Supplier.

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

## 6.24 Notification of Award/Letter of Intent (LOI)

- 6.24.1 Within the bid validity period, the Tender Inviting Authority will notify the list of successful bidder(s) in tender portal or website of OSMCL before issuing the Letter of Intent (LOI).

6.24.2 The successful bidder(s), upon receipt of the LOI, shall deposit the prescribed performance security within **15(fifteen)** days.

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

## **6.25 Signing of Contract**

6.25.1 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.

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

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

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

6.25.5 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.

6.25.6 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:

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

6.25.6.2 Incidental services to be provided by the successful bidder,

6.25.6.3 Place of delivery

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

6.25.7 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.
- 6.25.8 If the successful bidder doesn't agree to the adjustment made by the Tender Inviting Authority, the successful bidder shall convey its views to the Tender Inviting Authority within ten days from the date of the successful bidder's receipt of the Tender Inviting Authority amendment / modification of terms of the contract.

## 6.26 Performance Security

- 6.26.1 Performance Security for an amount equal to 3% of LOI value excluding Taxes shall be paid upfront within **15 days** of issue of LOI in form of Demand Draft drawn in favour of the Managing Director, OSMCL payable at Bhubaneswar/ Irrevocable Bank Guarantee from any Nationalised / Scheduled Bank in favour of the Odisha State Medical Corporation (O), Bhubaneswar in the format as given in Annexure –V with validity for a period of **24 months** from the date of execution of the agreement or latest expiry date of the batch (es) of a particular item, whichever is later .
- 6.26.2 For subsequent order (s)/ emergency situations, the successful supplier shall deposit performance security for an amount equal to 3% of P.O. value excluding Taxes within 15 days of issue of purchase order in shape of Demand Draft / Irrevocable Bank Guarantee from any Nationalised / Scheduled Bank in favour of the Odisha State Medical Corporation (O), Bhubaneswar valid for a period of 24 months from the date of execution of the agreement.
- 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.
- 6.26.5 The Performance security shall be denominated in Indian Rupees as detailed below:
- 6.26.5.1.1 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.
- 6.26.6 Tender Inviting Authority will release the Performance Security without any interest to the successful bidder on completion of 24 months from the date of execution of the agreement.

## 6.27 Supply Conditions

- 6.27.1 The tender inviting authority may place the purchase order in a phased manner during the rate contract period. The Purchase orders will be issued through E-mail followed by Speed Post/ Courier.
- 6.27.2(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 revisited by MD, OSMCL.
- 6.27.3 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 6.37.5**
- 6.27.4 The successful bidder(s) will arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all incidental charges till it reaches at consignee point. It shall be ensured by the supplier that the item(s) delivered at the destination in good condition as per Bid Document.
- 6.27.5 All items should supply within 6(Six) month of manufacturing date.
- 6.27.6 The supplier shall submit the copy of the **invoice** along with the copy of the **Standard Quality** certificate of analysis from their **own laboratory / NABL accredited Laboratory / Government approved Laboratory** as applicable with necessary protocols for **every batch of items** supplied. The supplier has to submit all the copies of the test reports to the Quality Assurance Division and

copy of the invoice to Directorate of AYUSH, Odisha, Bhubaneswar at the time of supply.

- 6.27.7 Where more than one batch of the drug is supplied under one invoice, the quantities of each batch with **date of manufacture** and **expiry** shall be clearly specified. The quantity supplied shall be in terms of the units mentioned in the Tender Document. Any variation in the description of product in the invoice, analysis report and actual supplies shall be considered as improper invoicing.
- 6.27.8 The name of the item shall be mentioned in English. The items quoted are to be supplied in **standard packing** with wordings “**Govt. of Odisha Supply – NOT FOR SALE**”(in Odia and English) to legibly appear in primary, secondary and tertiary packing of all products. Affixing of stickers and rubber stamps shall not be accepted.
- 6.27.9 No goods shall be received after expiry of the penal period i.e. 50 days after the normal delivery period of **70 days** as per Cl. no. 6.27.2 (a), hence the maximum deliver/supply period is up-to **120 days**.
- 6.27.10 if the consignment arrived at the warehouse on **70<sup>th</sup>** day or **120<sup>th</sup>** day of Purchase Order and it will be a holiday then the next working day will be considered as **70<sup>th</sup>** day or **120<sup>th</sup>** day.
- 6.27.11 The supplier shall supply materials at the specified destination and submit a copy of in-voice, purchase order, test report, delivery challan and other relevant documents at the destination.

## **6.28 PACKAGING (As per Annexure – I):**

- 6.28.1 All the packaging materials should be new and as per specification. The packaging shall be sufficient to withstand the hazards of transportation and storage (as per Annexure–I).
- 6.28.2 The packaging cartons must bear the name of the items, strength, total quantity, total weight, name of the manufacturer, month of manufacturing and expiry (As per Annexure – I).
- 6.28.3 Labeling and packing of medicines and medical consumables should be as per specification laid down under D&C Act, 1940 and Rules made there under.
- 6.28.4.2 1D - GS1 bar coding should be done on tertiary and secondary packing of the supplies as per the specifications given in Annexure-III (OPTIONAL)

## **6.29 Quality Testing**



- 6.29.1 The approved supplier shall furnish a copy of in-house Certificate of Analysis (COA)/Test Report issued by Approved NABL Accredited Laboratory/Central Drug Testing Laboratory /other Govt. Testing Laboratories for each batch of items supplied by them.
- 6.29.2 All the items received shall be quarantined for Quality Testing by Directorate of AYUSH. Samples from the supplied batches of each item at the point of delivery/storage or distribution will be collected by the consignee as a part of Standard Quality Assurance Procedure and will be sent to appropriate laboratory for testing. The item(s) shall only be allowed for distribution after getting the “Standard Quality” Test Report from the Directorate of AYUSH. If the outcome of quality testing for a particular batch of item is found to be of NSQ (Not of Standard Quality) as per the test report, then the supplier shall replace the entire quantity (100%) of supply of that batch. In case of a NSQ report the supplier shall take back the available NSQ stock (unused) from the ware house at his own cost within a period of 60 days of the issue of the letter from OSMC.
- 6.29.3 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.
- 6.29.4 In case of NSQ, OSMCL reserves the right to instruct the supplier to take back the NSQ batch with replacement of the same at all the warehouse(s) at their own cost **within 60 days of issue of letter from OSMC**, failing which a penalty as per the penalty clause (Cl. No. 6.37.1) would be levied. In the event of non replacement OSMCL reserves the right to destroy the entire NSQ batch (es) of which cost will be recovered from the supplier from any money due/becoming due to the supplier. Further OSMC will not be held responsible for any damage/loss, if there is expiry of the shelf-life of the above item(s) due to efflux of time attributable to the supplier.
- 6.29.6 Sample can be drawn for re-testing any time during the shelf-life of the item irrespective of the fact that the same batch has already been tested earlier.
- 6.29.7 If any item(s) supplied has undergone some physical changes and the same is visible to naked eye such as change of colour, chipping, breaking,

being/becoming fragile or soft, appearance of spots, being/becoming sticky, presence/appearance of particulate matters/flakes etc., which make the drug unfit for use, no further test and analysis shall be carried out and the same item(s) shall be recalled and replaced by the supplier. However, OSMCL reserves the right to draw sample for Test/Analysis, if felt necessary.

6.29.8 **De-recognition/Debarment** procedures for supply of NSQ item (s) are mentioned in Clause 6.38.1(ii)

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

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

## 6.30 Payment

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

6.30.2 Payments shall be made after receipt of **standard quality test report** (of the samples of all batches of the quarantined items) from the Directorate of AYUSH, Odisha.

6.30.3 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.

6.30.4 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.

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

## 6.31 Intellectual Property Rights (IPR)



- 6.31.1 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.
- 6.31.2 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.
- 6.31.3 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.

## **6.32 Corrupt or Fraudulent Practices**

- 6.32.1 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:
- 6.32.2 “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
- 6.32.3 “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;
- 6.32.4 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.

6.32.5 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.

### **6.33 Force Majeure**

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

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

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

### **6.34 Resolution of Disputes**

6.34.1 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.

6.34.2 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.

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

### **6.35 Applicable Law & Jurisdiction of Courts**

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

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

### **6.36 General/ Miscellaneous Clauses**

6.36.1 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.

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

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

6.36.4 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.

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

### **6.37 Penalties for Non-performance**

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

6.37.1.1 imposition of liquidated damages,

6.37.1.2 forfeiture of performance security

6.37.1.3 Cancellation of Purchase Order and termination of the contract

6.37.1.4 de-recognition/ debarment of the bidder/supplier

- 6.37.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bids in the first round itself and/or may lead to forfeiture of performance security as well as result in de-recognition/ debarment of the bidder.
- 6.37.3 The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture of Performance Security or leading to de-recognition/ debarment.
- 6.37.4 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:
- 6.37.5 **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.**
- 6.37.6 *in case of incomplete supply (not completing 100%), penalty equal to 30% of the value of goods not supplied will be imposed subject to a limit of 20% of the Purchase Order value.*
- 6.37.7 The decision to impose penalties and finally to **de-recognition/debarment** the defaulting firm will be final and shall be binding on all bidders participating in the bid.

### **6.38 De-recognition/Debarment**

- 6.38.1 OSMCL shall **de-recognize/ debar** the defaulting supplier for any item for a period up-to **3(three) years** from the date of issue of De-recognition/Debarment order on the following grounds:
- (i) For non-performance of contract provisions, non-supply / part-supply (**To be decided by the Tender Inviting authority**) as per purchase order during the validity of the rate contract period.
  - (ii) If **3(three)** or more batches of any item supplied during the contract period declared as **“Not of Standard Quality”** on the basis of quality test report by appropriate Laboratories and/or Regulatory Authority.

- 6.38.2 If **3(three)** or more items supplied by the supplier are declared as **de-recognized/debarred** on **quality grounds**, then the firm **itself will be de-recognized/debarred** by OSMCL.
- 6.38.3 The bidder can be **de-recognized/debarred** by OSMCL up-to a period of **3 years** in case it is found at the time of *evaluation/verification/inspection/at any point of time till the end of contract period*, that the bidder has furnished **forged documents/false information** along with the bid.
- 6.38.4 The de-recognition/debarment provisions will apply *without prejudice to other penal provisions as per the tender terms & conditions*.
- 6.38.5 The penalties imposed by the Tender Inviting Authority will be published on the website of the Tender Inviting Authority for a period as decided appropriate.

### **6.39 Termination of Contract**

- 6.39.1 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.
- 6.39.2 In the event of the Tender Inviting Authority terminating the contract in whole or in part, the Tender Inviting Authority may procure goods and/or services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the successful bidder shall be liable to the Tender Inviting Authority for the extra expenditure, if any, incurred by the Tender Inviting Authority for arranging such procurement.
- 6.39.3 Unless otherwise instructed by the Tender Inviting Authority, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.39.4 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.

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

#### **6.40 Fall Clause**

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

#### **6.41 Crossfall Breach Clause**

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

**SECTION –VII**  
**FORMATS FOR SUBMISSION OF**  
**BID**  
**(Technical Bid)**

## **FORMAT – T 1**

### **CHECK LIST**

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

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

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

**Copies of the all the documents** uploaded in the technical bid shall **also to be submitted** along with the **Original 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		
6	Copy of the GST registration certificate		
7	Copy of PAN (Income Tax)		
8	Copy of IT Returns of the financial years during 2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20.		
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 during 2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20(Provisional statement of account shall not be considered)		
13	Format-T7 (Performance Statement during the last two Years)		
14	Format-T8 (Declaration of the bidder certifying that the bidder does not come under M/s I.M.P.C.L, P.S.Us, PHARMACIES UNDER STATE GOVT. AND CO-OPERATIVES )		
15	Format-T9 (Declaration of <b>compliance of GMP</b> )		
16	Format - <b>10(A)/10(B)</b> (Declaration Form for Production Capacity)		
17	Photo copy of valid manufacturing license / Import license for each and every product quoted by the drug licensing authority		
18	Valid Drug Endorsement for each quoted item/Product registration certificate (In case of Importer)by the drug licensing authority		
19	Valid up-to-date Good manufacturing practice certificate as per revised schedule-M (GMP)/WHO GMP/ COPP Certificate by the drug licensing authority		
20	Valid up-to-date WHO GMP / COPP certificate (in case of importer) by the drug licensing authority		
21	Non Conviction certificate issued by the licensing authority of the state that the manufacturers/importer have not been convicted under the provision of D&C Act 1940 and Rules thereof by any court of law in contravention to the above Act & Rules.		
22	Any other document required as per the technical specification ( Section-IV)(i.e. Product Brochure/ Catalog/Data Sheet etc.)		

**All the documents to be furnished in the checklist has to be page numbered. All the formats (T1 – T10) are to be filled up mandatorily.**

**Note:**

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

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

**Format - T2**

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

**DETAILS OF THE ITEMS QUOTED**

(use additional sheets if space provided is not sufficient)

Sl. No.	Item Code	Item Name	Specification / Strength & Unit Pack	Pl. Mention (Item wise) whether participating as a Manufacturer / Importer	* Mfg. / import license number / product registration certificate number	Validity of Mfg. / Import License:  Validity of GMP / WHO GMP /COPP:	Page No.(s) of Mfg. License / Import License & GMP/WHO GMP/COPP certificate (of the items quoted)	Shelf life of the quoted item(s)	Standard Batch Size of the quoted item(s)	Monthly Production Capacity of the quoted item(s)	Annual Production Capacity of the quoted item(s)
1	2	3	4	5	6	7	8	9	10	11	12

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

**\* Standard Batch Size, Monthly Production Capacity and Annual Production Capacity (Column No. 9,10&11 of T2) of the quoted items must be specified in quantifiable no's i.e.in no bottles/Jars etc.**

Signature of the Bidder:

Date:      Official Seal:

**Format – T3**

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

**BID SECURITY DECLARATION FORM (Rule 170 of General Financial Rule 2017)**

Bid Ref. No. \_\_\_\_\_

Date: \_\_\_\_\_

To  
The Managing Director,  
Odisha State Medical Corporation, Bhubaneswar

I/We. The undersigned, declare that:

I/We accept that I/We may be suspended to submit bids for contract(s) with you for a period of one year from the date of bid opening if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified my/our bid during the period of bid validity specified in the form of bid; or
- b) having been notified of the acceptance of our bid by the purchaser during the period of bid validity,
  - i. fail or refuse to execute the contract, or
  - ii. fail or refuse to submit the Performance Security of the amount specified in the bid.

**Signature of the bidder  
Seal**

Date:

Name & Address of the firm:

## **Format – T4**

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

### **DETAILS OF THE BIDDER**

<b>GENERAL INFORMATION ABOUT THE BIDDER</b>						
1	Name of the Bidder					
	Registered address of the firm					
	State		District			
	Telephone No.		Fax			
	Email		Website			
<b>Contact Person Details</b>						
2	Name		Designation			
	Telephone No.		Mobile No.			
<b>Communication Address</b>						
3	Address					
	State		District			
	Telephone No.		Fax			
	Email		Website			
<b>Type of the Firm ( Please <input type="checkbox"/> relevant box)</b>						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
<b>Nature of Business ( Please <input type="checkbox"/> relevant box)</b>						
5	Manufacturer					
	Direct Importer					
<b>Key personnel Details (Chairman, CEO, Directors, Managing Partners etc. )</b>						
6	in case of Directors, DIN Nos. are required					
	Name		Designation			
	Name		Designation			
<b>Name designation &amp; Address of the person(s) responsible to the company as per Sec. 34 of D &amp; C Act 1940.</b>						
7	Name		Designation			

8	<i>Whether any criminal case was registered against the company or any of its promoters in the past?</i>			Yes / No
9	<i>Other relevant Information</i>			
9.a	<i>Furnish the copy of the GST registration certificate</i>			
9.b	<i>PAN : Furnish the copy of the PAN</i>			
10	<b><i>Bank Details ofthe Bidder: The bidders have to furnish the Bank Details as mentioned below for Payment for supply if any (if selected)</i></b>			
	<b>a.</b>	<b>NameoftheBank</b>	:	
	<b>b.</b>	<b>Fulladdressofthe Branchconcerned</b>	:	
	<b>c.</b>	<b>Accountno.ofthe bidder</b>	:	
	<b>d.</b>	<b>IFSCCodeofthe Bank</b>	:	
<i>Date:</i>		<i>Office Seal</i>		<i>Signature of the bidder / Authorized signatory</i>

**Format – T5**  
**DECLARATION FORM**

(To be submitted in *Part-I Technical Bid*)  
(In terms of Cl. No. **5.2.13** and **6.38** of Bid Document)

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

I / We .....having My / our registered office at..... & having My / our factory premises at..... do declare that I / We have carefully read all the terms & conditions of bid of OSMCL, Odisha for the supply of ..... (Name of the items). The approved rate will remain valid for a period of one year from the date of approval. I will abide with **all the terms & conditions** set forth in the **Bid document Reference no. OSMCL/2021-22/DRUGS-AYUSH-HOMEO RE-TENDER/26 along with the subsequent amendment, if any.**

I/We do hereby declare I/We are not de-recognized / debarred/ banned/ blacklisted/ convicted as a firm or for the quoted item(s) **on or before the date of floating of the tender** by any one or more of the authorities and for one or more of the reasons mentioned in Cl. No. **5.2.7** of the tender document.

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

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

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

Signature of the bidder:

**Seal:**

Date:

Name & Address of the Firm:

## **Format – T6**

(To be submitted in **Part – I Technical Bid**)  
(In terms of Cl. No. 5.2.5 of Bid Document)

### **ANNUAL TURN OVER STATEMENT**

(In the letterhead of the Chartered Accountant)

The Annual Turnover for the last 3(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.

<b><i>Sl. No.</i></b>	<b><i>Financial Year</i></b>	<b><i>Turnover in Crores (Rs) both in figures&amp; words</i></b>
<b><i>1</i></b>	<b><i>2016 –2017/ 2017-2018</i></b>	
<b><i>2</i></b>	<b><i>2017-2018/ 2018-2019</i></b>	
<b><i>3</i></b>	<b><i>2018-2019/2019-2020</i></b>	

Date:

Place:

Signature of Auditor/  
Chartered Accountant

(Name in Capital)

Seal

**Membership No.**

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

## **Format – T7**

(To be submitted in **Part – I Technical Bid**)  
(In terms of Cl. No. 5.2.8 of Bid Document)

### **PERFORMANCE STATEMENT**

(For the period of last three years)

(Please furnish order copies of the client serially, the names of which are mentioned below)

Name of Bidder:

Name of Manufacturer: \_\_\_\_\_

Name of the Item : \_\_\_\_\_

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

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

### **Signature and seal of the Bidder**

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

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



**Format – T8**  
**Model Format**

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

**DECLARATION**

I/We do here by declare that we do not come under the category of  
**M/s I.M.P.C.L, P.S.U.s, PHARMACIES UNDER STATE GOVT. AND CO-  
OPERATIVES which are debarred from participating in this Tender .**

**Signature and seal of the Bidder**

**Format – T9**  
**Model Format**

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

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

01. Name and Address of the Firm:
02. Name of Proprietor / Partner / Director:
03. Name, Designation and address of Person responsible to the company under of D and C Act 1940:
04. GMP Certificate as per Revised Schedule “M1”
- 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 : Yes / No  
(Type of Instrument Provided as indicated in Annexure)

Biological : Yes / No

Micro Biological : Yes / No

Animal Testing : Yes / No

(C) Production Capacity (Section Wise)

i) Dilution section

Type of Equipments (1)	No. of Equipments (2)	Production Capacity of all the Equipments in column 2 per shift (3)	No of shifts (4)

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

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

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

(If Not, Nil Statement)

- (F) Any Prosecution After Submission of Tender Documents. : Yes / No  
(If Not, Nil Statement)
- (G) Chances of cross contamination : Yes / No  
at Raw Materials / In Process / Finished Product Stages and Steps / Facilities
- (H) Validation of Equipments done : Yes / No
- (I) Cleaning Schedule  
(I) For Premises:  
(II) For Equipments:
- (J) Adverse Reaction/Complains Received, If Any and: Reported and Steps taken

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

Signature and Seal of Proprietor / Partner / Director

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

## **FORMAT T-10 (A)**

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

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

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

I / We .....having My / our registered office at..... & having My / our factory premises at..... do hereby declare that, I/we have complied the minimum required production capacity for the following items which I /we have quoted in the said tender vide Bid Ref. No. OSMCL/2021-22/DRUGS-AYUSH-HOMEO RE-TENDER/26 (as per format T2 and T3). Again, I/we declare that the Production Capacity which I/we mentioned at Format T2 is true in every sense, which is based on with my declaration at Format T9 (Declaration for manufacturing items and production capacity as per GMP/WHO GMP/COPP as per item dosages form).

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

\*N:B:- Monthly Production Capacity and Annual Production Capacity of the quoted items must be specified in quantifiable no's i.e.in no bottles/Jars etc.,

Signature of the bidder:

Seal:

Date:

Name & Address of the Firm:

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

# **PRICE SCHEDULE**

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

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

# **SECTION-VIII**

## **ANNEXES**

### **ANNEXURE – IA**

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*OSMCL: e-tender Document for the supply of Homoeopathic globules (Re-Tender)  
2021-22*

## **INSTRUCTION FOR PACKAGING OF HOMOEOPATHIC DRUGS**

1. Medicines to be packed in amber color glass bottles which should be new / virgin neutral glass as per I.P.
2. Every cartoon should be preferably contain 48 bottles. Each bottle should be separated with inner carton.

**ANNEXURE – IB**



## **I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICAL CONSUMABLES**

### **GENERAL SPECIFICATIONS**

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

### **FLUTE:**

4. The corrugated boxes should be of narrow flute.

### **JOINT:**

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

### **STITCHING:**

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

### **FLAP:**

7. The flaps should uniformly meet but should not overlap 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.

**ANNEXURE – II**

## **SPECIMEN LABEL FOR OUTER CARTON**

**Name of the Consignee:**



**ODISHA GOVERNMENT SUPPLY  
NOT FOR SALE**

(Both in Odiya and English language)

## **HOMOEOPATHIC MEDICINES**

**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**

#### **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**

Annexure V

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

To

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

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

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized 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