



ODISHA STATE MEDICAL CORPORATION LIMITED
(A GOVT. OF ODISHA UNDERTAKING)

BID DOCUMENT

FOR

HIRING OF VEHICLES FOR TRANSPORTATION OF DRUGS

AND MEDICAL CONSUMABLES

Reference No. OSMCL/2017-18/LOGISTICS/03

Date: 31.01.2018

Convent Square, Bhubaneswar – 751007, Odisha, Ph. No. (0674) 2380660, 2380950

Website: www.osmcl.nic.in, E-Mail: logistics.osmcl.od@nic.in

CONTENT

Section	Clause	Component	Page No.
Section – I General Information About Tender	1	Description & Directives	5
	2	Background	6
Section – II Specific Information for Bidders	1	Eligibility Criteria	8
	2	Tenure of the Contract	8
	3	Important Notes for Bidders	9
	4	Bidding Process	9
	5	Award of Contract	11
	6	Performance Security	11
Section – III Conditions of Contract	1	Scope of Work	13
	2	Contract Management	15
	3	Payment Terms	18
	4	Resolution of Disputes	19
Annexure	I	List of District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers	20
	II	Format for Turnover Certificate	21
	III	Format for Submission of Clientele (Details of Present and Past Clients)	22
	IV	Format for Declaration	23
	V	Format for General Details of the Organization	24
	VI	Agreement Format	25



NOTICE INVITING BID

**Odisha State Medical Corporation Limited (OSMCL)
Convent Square, Unit – III,
Bhubaneswar -751 007**

Tel.: (0674) 2380950/ 2380950, Website: www.osmcl.nic.in, E-mail: logistics.osmcl.od@nic.in

Bid Reference No. : OSMCL/2017-18/LOGISTICS/03

Date: 31.01.2018

Bids are invited from eligible transporters to transport drugs & medical consumables from Central Drug Store, Convent Square, Bhubaneswar to all District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers as per the particulars mentioned below:

Sl. No.	Particulars	Date and Time	
1.	Date & time of release of bid	31.01.2018	
2.	Date & time of Pre-bid meeting	12.02.2018, 11.30 AM	Venue: Tender Hall, OSMCL
3.	Last date & time for submission of bid	27.02.2018, 4 PM	OSMCL Office
4.	Date & time of Technical bid opening	27.02.2018, 4.30 PM	Venue :
5.	Date of opening of Price Bid	To be informed to the qualified bidders.	Tender Hall, OSMCL

The bid document with all information relating to the bidding process including cost of bid document, EMD, Eligibility criteria and terms & conditions are available in the website: www.osmcl.nic.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

SECTION – I

GENERAL INFORMATION ABOUT TENDER

1. DESCRIPTION & DIRECTIVES

The Managing Director, Odisha State Medical Corporation Limited, Convent Square, Janpath, Bhubaneswar, Odisha (hereinafter referred as Tender Inviting Authority unless the context otherwise requires) invites bids/tenders for engagement of commercial transport vehicles for transportation of drugs & medical consumables from Central Drug Store, Convent Square, Bhubaneswar to all District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers.

1. Tender Type : Manual Tender, 2 envelop System - one labeled as Technical Bid and the other one as Financial Bid.
2. Vehicles Required : Trucks having carrying capacity of 3 ton, 4 ton, 6 ton, 8 ton, 9 ton, 10 ton, 16 ton & 20 ton
3. Mode of Operation : As and when required
4. Duty Station : Central Drug Store, Campus of OSMCL, Convent Square, Bhubaneswar
5. Nature of work : Transportation of drugs & medical consumables
6. Cost of Tender Paper : **Rs.2,240/-** (including GST) (**Rupees Two Thousand Two Hundred and Forty**) only (**Non-Refundable**) in form of DD/ Pay Order in favour of Odisha State Medical Corporation Limited, payable at Bhubaneswar from any Nationalized/ Scheduled Bank
7. EMD : **Rs.20,000/- (Rupees Twenty Thousand)** only (**Refundable**) in form of DD/ Pay Order in favour of Odisha State Medical Corporation Limited, payable at Bhubaneswar from any Nationalized/ Scheduled Bank
8. Important Dates : Tender Release: 31.02.2018
Pre-bid meeting: 12.02.2018, 11.30 AM in OSMCL Office
Last date for Bid Submission: 27.02.2018, 4 PM
Bid Opening: 27.02.2018, 4.30 PM in OSMCL Office
9. Validity of Bid : 180 days from the last date of bid submission
10. Address for communication & bid submission : Odisha State Medical Corporation Limited
Convent Square, Janpath,
Bhubaneswar – 751001
e-mail: logistics.osmcl.od@nic.in

Note:

The bidders shall be solely responsible for checking OSMCL website for any addendum/amendment issued subsequently to the release of bid document and take into consideration the same while preparing and submitting the bids.

2. Background

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

Odisha State Medical Corporation Limited (OSMCL) is inviting bids for engagement of commercial transport vehicles for transportation of drugs & medical consumables from Central Drug Store, Campus of OSMCL, Convent Square, Bhubaneswar to all District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers (see **Annexure I** for warehouse locations). This agreement describes the terms and conditions under which the agency (successful bidder to whom contract is awarded) agrees upon to transport and deliver drugs & medical consumables with its vehicles, for and on behalf of OSMCL.

Note:

All products shall be owned by the OSMCL and provided to the agency (successful bidder to whom contract is awarded) for delivery under the terms and conditions of this contract. No procurement of the product is required by the supplier unless it is for replacement of product that is lost, stolen, damaged or broken during the performance of this contract in line with the Penalty and Termination clause of this contract.

SECTION – II

SPECIFIC INFORMATION FOR BIDDERS

1. ELIGIBILITY CRITERIA

The interested Bidders shall have to comply to the following criteria to participate in the tendering process -

- a. Should be registered under "Carriage by Road Act, 2007" and "Carriage by Road Rules, 2011". **(Self-attested copies of Registration Certificates to be furnished.)**
- b. Must have either its registered office or operating office in Odisha. **(Self-attested copy of documentary evidence in this respect to be furnished.)**
- c. Should have all relevant statutory documents such as Registration Certificate of Firm, PAN Card, GST Registration Certificate, etc.
- d. Average annual turnover should be at least Rs.10 lakh in last 3 Financial Years i.e. 2014-15, 2015-16 & 2016-17. **(Report on financial standing of the Bidder such as Turnover Statement, duly certified by a Chartered Accountant as in Annexure II for the past three (3) Financial Years i.e. 2014-15, 2015-16 & 2016-17 to be furnished).**
- e. Must have executed similar work (transportation of drugs/ pharmaceuticals/ perishable items/ sensitive food articles) during the last three (3) Years i.e. 2015, 2016 & 2017. **(A list of clients in Annexure III along with Self-Attested copies of Work Orders/ Contracts/ Completion Certificates/ Performance Certificates from the Employers as a proof of successful completion of the Contract to be enclosed as supporting evidences.)**
- f. Should neither be convicted by any court of law nor be blacklisted/ debarred on financial/ administrative/ techno-legal ground by any appropriate authority. A declaration regarding this should be submitted in Rs. 100/- stamp paper in the format prescribed at **Annexure IV**. The bidder should not be involved in any criminal or civil suit. If so, then details of all such suits should be submitted. Tender committee of OSMCL reserve the right to consider/ not considers any offer based on gravity/implication of suits pending against the bidder.

2. TENURE OF THE CONTRACT

- a. The contract shall be awarded for a period of **two years** from the date of signing of contract. However, at the end of 1st year of contract, performance of the contractor shall be assessed and if found satisfactory, the contractor shall be allowed to continue the service for the 2nd year.
- b. In the event of the contract being terminated by OSMCL before the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the full Performance Security Deposit of the agency shall be liable to be forfeited.

3. IMPORTANT NOTES FOR BIDDERS:

- a. **Vehicles Required:** Trucks having carrying capacity of 3 ton, 4 ton, 6 ton, 8 ton, 9 ton, 10 ton, 16 ton & 20 ton.
- b. Payment will be made only for one side i.e. only the distance covered from the source to destination as follows –
 - i) **From CDS to one Warehouse (single location):**
Bhubaneswar to the destination i.e. District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers.
 - ii) **From CDS to more than one Warehouse (multiple locations) on a certain route:**
Bhubaneswar to the last destination as per order i.e. District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers.
 - iii) **From one Warehouse to another Warehouse, if required:** Source Warehouse to Destination Warehouse i.e. District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers.
- c. EMD will be refunded to the unsuccessful bidders once the successful bidder submits the Performance Security and signs the Contract.
- d. EMD will be refunded to the successful bidder after submission of required Performance Security.
- e. In case of unwillingness of L1 bidder to enter into contract or bid withdrawal in any form, the EMD submitted by the bidder will be liable for forfeiture and OSMCL will have the right to proceed for a contract with the next lowest responsive bidder.

4. BIDDING PROCESS

The bidder should submit its proposal in two envelopes - "Envelop A" and "Envelop B". Envelop A should include qualification documents and Envelop B should contain financial offer. Document to be submitted in the respective envelopes are as follows:-

A. TECHNICAL BID - ENVELOP A:

The Bidders have to submit the following documents in their technical bids with page references -

Sl. No.	Particulars	Page No.
1.	Cost of Tender Paper	
2.	EMD	
3.	Copy of Registration Certificate of Firm	
4.	Copy of GST Registration Certificate	
5.	Copy of PAN card	
6.	Turnover Certificate as per Annexure II	

7.	Declaration as per Annexure IV	
8.	Documentary evidence showing execution of similar work (transportation of drugs/ pharmaceuticals/ perishable items/ sensitive food articles) during the last three (3) Years i.e. 2015, 2016 & 2017.	
9.	Bank Details of the bidder (Name & Branch, Account Type, Account No. & IFS Code)	

B. FINANCIAL BID - ENVELOP 'B'

The Bidders have to submit the Financial Bids in the format prescribed below. This format should be put into a separate envelop, sealed properly and clearly marked as **“Envelop B: Financial Bid for Transportation of drugs & medical consumables from Central Drug Store, Convent Square, Bhubaneswar to all District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers”**.

Sl. No.	Distance	Rate per km. (including all charges like fuel, lubricants & oils, insurance, loading & unloading, etc. and excluding GST) (Rs.)								Short Route Charge (excluding GST) (0-50 kms.) (Rs.)							
		For 3 Ton	For 4 Ton	For 6 Ton	For 8 Ton	For 9 Ton	For 10 Ton	For 16 Ton	For 20 Ton	For 3 Ton	For 4 Ton	For 6 Ton	For 8 Ton	For 9 Ton	For 10 Ton	For 16 Ton	For 20 Ton
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R
1.	0 – 100 kms.																
2.	101 to 300 kms.									Not Applicable							
3.	Above 300 kms.									Not Applicable							

Note: 1. Rate per Km. is to be quoted for one side i.e. distance from Bhubaneswar to the destination in Col. No. C, D, E, F, G, H, I & J.

2. In Short Route Charge Column (K, L, M, N, O, P, Q & R), lump sum price should be mentioned corresponding to each type of vehicle. This is payable over & above the Rate per Km. in case of single side distance to the destination from Bhubaneswar of less than 50 km.

3. For 0-100 kms., L1 will be determined for each type of vehicle by taking sum of the Rate per km. mentioned under Column No. C, D, E, F, G, H, I & J and 1/50th of the Short Route Charges mentioned against the corresponding vehicles (Col. No. K, L, M, N, O, P, Q & R).

Both Envelop A and Envelop B should be put into a bigger envelope and sealed. The envelope should be superscripted on top with the tender reference number and addressed to MD, OSMCL. There is no system of receipt of bids through drop box or by hand. Bids shall be received only through registered post/ speed post/ courier service. OSMCL will not be responsible for any postal delay.

5. AWARD OF CONTRACT:

Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has quoted the lowest rate in maximum no. of items subject to the condition that the bidder agrees to the L1 rates for the rest of the items for which this bid is invited. The bidder has to agree to all terms and condition of the tender. In case more than one bidder has quoted lowest rate in same maximum no. of items, then the bidder having highest average annual turnover among them will be considered for award of contract.

Intimation of offer for contract will be given by letter/ e-mail. The concerned bidder should acknowledge the same and submit the acceptance with agreement document and performance security within 10 days of intimation. In case of non-acceptance of agreement, OSMCL may proceed to the next lowest evaluated Bidder.

6. PERFORMANCE SECURITY:

Performance Security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the agency on the contract. Performance Security for an amount of **Rs.2 Lakh (Rupees Two Lakh)** only shall be furnished in form of a Demand Draft/ Pay Order. Performance Security is to be furnished within 10 days after Notification of Award/ Letter of Intent and it should remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the agency.

In case of breach of contract by the agency, the Performance Security will be forfeited. If the agency duly performs and completes the contract in all respect, the Performance Security shall be returned without any interest, on completion of all such obligations under the contract.

SECTION – III

CONDITIONS OF CONTRACT

1. SCOPE OF WORK

- a. Transportation of drugs, other healthcare commodities/medical consumables and goods from Central Drug Store, Campus of OSMCL, Convent Square, Bhubaneswar to all District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers. List of the delivery locations are detailed in **Annexure I**.
- b. The vehicles may be directed to distribute the goods at multiple locations on a certain route to be decided by OSMCL. In such cases, the total weight of the goods for all such locations shall be taken into consideration for calculating nos. of vehicles required for the purpose and goods should be loaded in such a manner that those could be easily unloaded at the locations serially i.e. first location first and then second, third, etc.
- c. Few routes may require overnight trips.
- d. The vehicles may be directed to transport goods from one warehouse to another warehouse.
- e. Medicines are highly sensitive commodities, therefore, the transporter should carefully and timely execute the work.

a. Responsibilities of Agency

i. Transportation of Products

1. Provide transport for carrying of drugs, other healthcare commodities/medical consumables and goods from Central Drug Store, Convent Square, Bhubaneswar to all District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers listed in **Annexure I**.
2. Loading of materials in the trucks from warehouses and unloading of materials from the trucks at the warehouses are the responsibilities of the agency.
3. The agency will take utmost care and precaution, while transporting the products.
4. The agency's responsibility with respect to the goods and materials which it has agreed to accept and transport shall attach as to each portion of the goods and materials when such goods and materials are being loaded upon the agency's vehicle and shall terminate when the goods and materials are unloaded at their destination and a delivery voucher is signed without reference to any loss or damage by the recipient.
5. The agency will not overload any vehicle; if so the agency shall be held liable to make payment for any loss suffered by OSMCL due to such incorrect loading and the agency agrees that OSMCL may withhold any payment of any amount to the agency for such overloaded vehicles.
6. Any penalties incurred as a consequence of any overloading will be to the agency's account.
7. The vehicles should be completely covered and secured while transporting the materials to the destinations.
8. The agency is responsible to provide fuel, oil, tyres, other parts, supplies and equipments required for the safe and efficient operation & maintenance for all his vehicles for transport of the products allocated.
9. The operators of the agency's vehicles will be equipped with an operational cellular phone and be contactable at all times.
10. The agency shall pay all expenses of every nature, including the insurance charges, expense of road service and repair in connection with the use and operation of the vehicles and shall, at its

sole cost and expense, at all times during the term of this Agreement, maintain the vehicles in good mechanical condition and appearance.

11. The agency shall provide roadworthy vehicles in very good conditions and well maintained for transportation of products to the designated locations.
12. The agency agrees that the agency shall be prohibited from utilizing and operating any unsafe vehicles, equipment/machinery and/or articles by the agency and its employees on OSMCL's or medical center's premises.
13. The agency should be able to provide the required vehicles within twenty four (24) hours of receiving intimation from OSMCL, Bhubaneswar. The vehicle should report by 2 P.M.
14. In case of emergency, the agency may be required to provide vehicles with a short notice.
15. The agency shall commence loading of the vehicles in warehouse immediately after receipt of instructions from the Warehouse personnel.
16. All efforts must be made to complete transportation without transshipment. In the event transshipment becomes unavoidable, it may only take place with the knowledge and approval of OSMCL.
17. The agency acknowledges that time is of essence and that all efforts of the agency are to be focused to ensure the expeditious delivery of the product.

ii. Reports

The performance of the agency will be evaluated on its timeliness, speed of execution and accuracy of delivery. To evaluate the agency on these parameters, the agency needs to submit the following reports for review on a monthly basis -

Trip Record – A monthly summary of trips along with copies of Work Orders of OSMCL and Trip Records, duly signed by the Central Drug Store In-Charge, needs to be submitted along with the bills.

iii. Insurance

1. The trucks are to be fully insured to the values of the vehicles against normal risks (fire, theft and third party liability) at the expense of the agency and no liability will be attached to OSMCL in this respect.
2. The drivers of the trucks and the assistants, if any, are to be insured in accordance with laws, whichever applicable and no liability will be attached to OSMCL in this respect.
3. General comprehensive liability insurance insuring against any and all liabilities for injury to or death of a person or persons and for damage or destruction of property occasioned by or arising out of or in connection with the transportation services to be provided hereunder, including coverage for losses due to theft and hijacking and no liability will be attached to OSMCL in this respect.

2. CONTRACT MANAGEMENT

a. Risk and Ownership

i. Liability of damages and losses

1. OSMCL and the agency acknowledge and agree that the risk of loss to goods during transit shall be borne by the agency once the agency's truck leaves OSMCL's warehouse. The driver shall have the right to inspect each transport for damage prior to leaving the loading bay and shall have the right to refuse damaged goods tendered for delivery. In addition, the agency's driver shall note and bring to the attention of the store in-charge at the location any damage detected prior to leaving the loading dock where it is receiving goods on behalf of OSMCL. In the event that damage occurs to goods prior to delivery at the ultimate destination, the driver shall note such damage on the delivery voucher and further shall so advise the party receiving the shipment of damaged goods.
2. The agency bears the risk of loss for goods while in transit.
3. In case of loss or damage to the goods in transit, amount equivalent to value of such goods will be deducted from the payment to be made to the agency. If value of damaged goods is more than 10 % of total consignment, then additional penalty of 20 % on value of damaged goods will also be levied.
4. The agency shall not be liable for any loss or damage to the extent such is due to a force majeure event, as defined in "FORCE MAJEURE" section of this agreement or an act or default of OSMCL.

ii. Force Majeure

If through "Force Majeure" (Government embargo, war, blockages, revolution, insurrection, mobilization, strikes, lockouts, riots, other extra ordinary civil disturbances, and/or an act of God) where one or both of the contracting parties are unable to perform their obligations under the terms of this contract; then it shall be considered cancelled and no penalties attached to the parties.

iii. Indemnity

The agency agrees that it shall protect, defend, indemnify and hold harmless to OSMCL, from and against all liabilities, losses, costs, damages, expenses, claims, attorneys' fees and disbursements of any kind or of any nature whatsoever imposed upon OSMCL, whether incurred directly or indirectly by OSMCL, by virtue of, or in connection with, or arising out of any:

1. Failure of the agency to maintain appropriate licenses to carry out the purposes of this agreement, resulting in the inability to, among other things, ship products for OSMCL;
2. Claims made by any employee or agent of the agency or by any operation of the agency related to agency's provisions of transportation services to OSMCL under the terms of this agreement, including any claim by agency's personnel that they are OSMCL employees for any purpose;
3. Claims arising from the negligence of the agency in performing transport services pursuant to the terms of this agreement; or

4. Other claims arising directly or indirectly out of the transportation of goods on behalf of OSMCL by the agency, including but not limited to claim arising from accidents involving vehicles used to transport goods.

b. Penalty & Termination

i. Penalty Clause:

1. The vehicles and the drivers shall provide satisfactory service at all times during the entire contract period as per the provisions of this contract. Failure to comply with the provisions of this tender document will be considered as unsatisfactory performance. In case of non-reporting within the stipulated time and non-delivery within 3 days of receipt of stocks from the Central Drug Store, Bhubaneswar, a penalty of Rs.1,500/- per instance per day or part thereof shall be levied.
2. Penalty for an amount of Rs.500/- per case per day will be deducted from the due amount in the following situations -
 - a. Any undisciplined behavior by the staff of the agency, which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.;
 - b. Discourteous behavior towards any officer or manpower of OSMCL;
 - c. Not carrying out the duties in a satisfactory manner; and
 - d. Damage or stealing of any asset or property of OSMCL or officers and manpower of OSMCL.

In case of 'd' above, cost of such asset or property damaged or stolen shall also be recovered from the agency.
3. OSMCL may also terminate the contract in case of prolonged/ frequent unsatisfactory service, breach of Terms & Conditions and non-compliance by the agency of the instructions given by OSMCL officials. In case of termination of the contract, Performance Security deposited by the agency shall be forfeited.

ii. Termination

Without prejudice to any other remedies that OSMCL and its designated agents may have against the agency and its agents, OSMCL shall have the right at any time by giving notice in writing to the agency to terminate the agreement forthwith in any of the following events:

1. On breach

In case of non-compliance of prescribed quality norms, breach of contractual terms and repeated concerns regarding service quality.

2. On liquidation or insolvency of the Agency

If at any time the agency becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or if he is convicted by any court of law, OSMCL will have the absolute option of terminating the contract forthwith and he shall have no right for damage or compensation on this account.

3. On prevention of performance of duties

OSMCL shall have the right to terminate this Agreement immediately on notice to agency, if, in the reasonable judgment of OSMCL, the agency has failed to provide transport services in accordance with the required standards or has consistently failed to provide such services on a timely basis, provided the agency has been notified in writing and such failure continues for thirty (30) days after receipt by the agency of such notice.

4. On Prejudicial conduct

If the agency is guilty of any conduct which in the opinion of OSMCL is prejudicial to OSMCL's interests.

c. Operations

1. All operations of the agency are to be conducted in a safe manner and in compliance with all central, state and local laws, statutes, ordinances, standards, rules and regulations.
2. The vehicles shall remain in sound running condition and be dust proof. Their emissions shall comply with pollution control norms. OSMCL reserves the right to decide upon the sound running condition of the vehicles. All the expenses incurred in the maintenance of the vehicles or otherwise shall be borne solely by the agency.
3. All related and relevant documents of the vehicles should be available in the vehicles while on duty.
4. The drivers along with the vehicles duly fuelled and in sound running conditions shall report when called for. Any delay or shortcoming will be viewed seriously and may be dealt with imposition of fine as per the provision of "Penalty and Termination".
5. The drivers should possess valid Driving Licenses, should be well behaved and punctual and while on duty, they should never be in an intoxicating state or smoking. The agency shall be required to change/replace the driver/s in case not found suitable by OSMCL.
6. The drivers shall not be reluctant to or deny or refuse to go to any place including various destinations as listed in the Scope of Work. In case of stay anywhere, they shall be required to make their own arrangements for food & stay. OSMCL shall not provide any additional remuneration monetary or otherwise in any such situation.
7. In case the vehicle is not available for whatsoever reason, OSMCL shall be free to make its own arrangement at the sole risk and cost of the agency. Any expenses thus incurred shall be deducted from the amount payable to the agency or Performance Security in addition to any penalty that may be imposed as per "Penalty & Termination" clause.
8. The agency shall ensure immediate replacement of a vehicle due to its being involved in accidents, mishaps, detention and/or impounding by authorities concerned, becoming out of order or road unworthy, etc. In such eventualities, the agency shall inform OSMCL without any loss of time.

9. In the event of such breakdowns, OSMCL may decide in its sole and absolute discretion to carry the products to their destination and the agency agrees that the agency shall pay to OSMCL's reasonable costs in so doing if the agency fails to make alternative arrangement.

d. General Provisions

i. Subletting

The agency shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval from OSMCL. In case the agency contravenes this condition, OSMCL shall be entitled to place the contract elsewhere at the risk and cost of the agency and all expenses borne on this account shall be recovered from the agency.

ii. Illegal Gratification

1. Any bribe, commission, gift or advantage taken or promised to be taken by or on behalf of the agency or his partner or agent or servant or any one of his authorized representative from the users of OSMCL's shall in addition to any criminal liability that the agency may incur, entitle OSMCL rescind this contract and all other contracts with him, and to take any other action as may be deemed fit by OSMCL.
2. The agency shall not lend to or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of OSMCL and if he shall do so, OSMCL shall be entitled forthwith to rescind the contract.
3. Any question or dispute as to the commission of any offence or compensation payable to OSMCL under these clauses shall be settled by the designated officer of OSMCL in such a manner as he shall consider fit and sufficient and his decision shall be final and conclusive.

3. PAYMENT TERMS

1. The agency shall issue an invoice to OSMCL at the end of each month for the services rendered under this agreement along with the requisite documents duly signed by the OSMCL authorized person.
2. OSMCL will pay the agency for transport of products at the rates agreed through the tendering process.
3. Payment will be made only for one side i.e. only the distance covered from the source to destination as follows –
 - i) **From CDS to one Warehouse (single location):**
Bhubaneswar to the destination i.e. District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers.
 - ii) **From CDS to more than one Warehouse (multiple locations) on a certain route:**
Bhubaneswar to the last destination as per order i.e. District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers.

iii) **From one Warehouse to another Warehouse, if required:** Source Warehouse to Destination Warehouse i.e. District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers.

4. OSMCL will not make any advance payment. Full payments will be made upon presentation of original signed and stamped Invoices along with monthly summary of trips and copies of Work Orders of OSMCL and Trip Records, duly signed by the Central Drug Store In-Charge.
5. The agency will invoice OSMCL on the first business week of the month for the transportation charges for the previous month.
6. Payment shall be made within 30 days after receipt of the original invoice along with the relevant documents.
7. All Payments will be made through RTGS or cheque.

4. RESOLUTION OF DISPUTES

- If dispute or difference of any kind shall arise between OSMCL 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.
- If the parties fail to resolve their disputes or differences by such mutual consultation within twenty-one days of its occurrence, then, unless otherwise provided in the bid document, either OSMCL or the successful bidder may give notice to the other party of its intention to commence arbitration, as provided and the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India.
- Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e. Bhubaneswar, Odisha.

Applicable Law and Jurisdiction of Courts

- The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.
- All disputes arising out of this bid will be subject to the jurisdiction of courts of law in Bhubaneswar/ High Court of Odisha.

List of District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers

Sl. No.	District	District Warehouse Address
1.	Angul	Campus of Dist. Head Qr. Hospital, Angul
2.	Balasore	Campus of Dist. Head Qr. Hospital, Balasore
3.	Baragarh	Campus of Dist. Head Qr. Hospital, Baragarh
4.	Bhadrak	Near Dist. Head Qr. Hospital, Bhadrak
5.	Bolangir	Campus of Dist. Head Qr. Hospital, Bolangir
6.	Boudh	Campus of Dist. Head Qr. Hospital, Boudh
7.	Cuttak	Campus of City Hospital, Cuttack
8.	Deogarh	Campus of Dist. Head Qr. Hospital, Deogarh
9.	Dhenkanal	Near Dist. Head Qr. Hospital, Dhenkanal
10.	Gajapati	Near Campus of Dist. Head Qr. Hospital, Gajapati, At/P.O. - Paralakhemundi
11.	Ganjam	Campus of Office of CDMO, Ganjam, At/P.O.-Berhampur
12.	Jagatsinghpur	Campus of Dist. Head Qr. Hospital, Jagatsinghpur
13.	Jajpur	Campus of Dist. Head Qr. Hospital, Jajpur
14.	Jharsuguda	Campus of Dist. Head Qr. Hospital, Jharsuguda
15.	Kalahandi	Campus of Dist. Head Qr. Hospital, Kalahandi, At/P.O. - Bhawanipatna
16.	Kandhamal	Campus of Dist. Head Qr. Hospital Kandhamal
17.	Kendrapara	Campus of Dist. Head Qr. Hospital, Kendrapara
18.	Keonjhar	Campus of Dist. Head Qr. Hospital, Keonjhar
19.	Khurda	Campus of Dist. Head Qr. Hospital, Khurda
20.	Koraput	Campus of Dist. Head Qr. Hospital, Koraput
21.	Malakangiri	Campus of Dist. Head Qr. Hospital, Malkangiri
22.	Mayurbhanj	Campus of Dist. Head Qr. Hospital, Mayurbhanj, At/P.O. - Baripada
23.	Nabrangpur	Campus of Dist. Head Qr. Hospital, Nabarangpur
24.	Nayagarh	Near Campus of Dist. Head Qr. Hospital, Nayagarh
25.	Nuapada	Campus of Dist. Head Qr. Hospital, Nuapada
26.	Puri	Campus of Dist. Head Qr. Hospital, Puri
27.	Rayagada	Campus of Office of CDMO, Rayagada
28.	Sambalpur	Campus of Dist. Head Qr. Hospital, Sambalpur
29.	Sonepur	Campus of Dist. Head Qr. Hospital, Sonepur
30.	Sundargarh	Campus of Dist. Head Qr. Hospital, Sundergarh
31.	RGH, Rourkela	Campus of RGH, Rourkela
32.	SCB MCH, Cuttack	Campus of SCB MCH, Cuttack
33.	MKCG MCH, Berhampur	Campus of MKCG MCH, Berhampur
34.	VSS MCH, Burla	Campus of VIMSAR, Burla, Sambalpur
35.	Shishu-Bhawan, Cuttack	Campus of Shishu-Bhawan, Cuttack
36.	AHHRC, Cuttack	Campus of AHHRC, Cuttack
37.	Capital Hospital, Bhubaneswar	Campus of Capital Hospital, Bhubaneswar

TURNOVER CERTIFICATE

To

The Managing Director

OSMC, Bhubaneswar, Odisha

We hereby certify that M/s. _____ (name of the participant in the tender), having office at _____ (Address of office), has turnovers as given below -

Sl. No.	Financial Year	Turnover (Rs.)
1.	2014-15	Rs. _____ (Rupees _____) only
2.	2015-16	Rs. _____ (Rupees _____) only
3.	2016-17	Rs. _____ (Rupees _____) only

The above information is correct and true.

Date:

Place:

Signature of Chartered Accountant

Name in Capital Letter

Membership No.

Details of Present and Past Clients

Sl. No.	Name of the Client with complete Postal Address	Nature of service provided	Name and Designation of the Contact Person with Telephone/ Mobile No. and E-mail id	Period of Contract	Nos. of Vehicles Deployed by your Firm on site	Makes & Models of the Vehicles Deployed	Monthly Basis/ Call Basis

Declaration

To

The Managing Director

OSMC, Bhubaneswar, Odisha

I/We _____ have carefully read the tender document and confirm my/ our eligibility as required. I/ We solemnly declare that I/ we have never been convicted by any court of law or blacklisted/ debarred on financial/administrative/techno-legal ground by any appropriate authority. By submitting this bid, I/ we assure my/ our agreement to the terms and conditions of tender and will abide by the same if contract is awarded to me/ us.

Currently running criminal/civil suits against my/ our firm are:

(Write "NIL" if no court case pending otherwise give the list and enclose case details)

Signature of the bidder:

With seal

NOTE: To be given in Rs. 100/- stamp paper.

General details of the Organization

Sr. No	Header	Details
1.	Name of the Company/ Organization/ Firm/ Agency	
2.	Nature of Business	
3.	Year of Inception	
4.	Name and Details of the Proprietor, Director of Company/Organization/ Firm/ Agency Mobile No: Email Address:	
5.	Full Address of Regd. Office Telephone Number Fax. No. E-Mail Address	
6.	Website of the Company/ Organization/ Firm/ Agency	
7.	PAN	

AGREEMENT

This agreement is made on this _____ day of March 2018.

BETWEEN

Odisha State Medical Corporation Ltd., having its registered office at Convent Square, Bhubaneswar-751007 and represented through its General Manager-Operations (Drugs & Surgical) (Herein after "The Corporation")

AND

M/s. -----, having its registered office at -----
---, represented through its -----, duly authorized for the purpose (Herein after "The Agency").

Whereas The Corporation has invited tender for "**Transportation of drugs & medical consumables from Central Drug Store, Convent Square, Bhubaneswar to all District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers**" vide tender reference no. OSMCL/2017-18/LOGISTICS/02 dt.15.01.2018. The Agency submitted its bid as per tender requirement and being the L1 bidder, the Corporation have finalized the tender in favor of the agency for transportation of drugs & medical consumables from Central Drug Store, Convent Square, Bhubaneswar to all District Headquarters Warehouses, Medical Colleges Warehouses and Tertiary Health Care Centers at the prices/rates indicated against various components (herein after "Contract Price") on the terms and condition set forth in this agreement. The letter of award was issued vide LOA No. -----/OSMC/____/2018 dated _____.02.2018 inviting to execute the contract. And whereas the 2nd Party has deposited the Performance Security of Rs. _____ vide Demand Draft/ Pay Order No. _____ dt. _____.02.2018.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - a) Conditions of Contract
 - b) Submissions and Declaration as part of the Proposal submitted
 - c) Notification of Award issued by OSMCL

2. In consideration of the payments at the monthly rates, to be made by the Corporation to the Agency, the Agency hereby covenants with the Corporation to provide the agreed Services uninterrupted in all respects as per the provisions of this Contract.

3. The Corporation hereby covenants to pay the Agency in consideration of the provision of the agreed services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

4. TENURE OF CONTRACT

- a. The contract is for a period of two (2) years from the date of signing of contract. However, at the end of 1st year of contract, performance of the contractor shall be assessed and if found satisfactory, the contractor shall be allowed to continue the service for the 2nd year.
- b. In the event of the contract being terminated by OSMCL before the completion of the contract period for reasons of unsatisfactory performance or breach of contractual conditions, the Performance Security of the agency shall be liable to be forfeited.

For and on behalf of the Agency **For and on behalf of the Corporation**

Authorised Signatory Odisha State Medical Corporation Ltd.
(Name with Signature) Convent Square, Bhubaneswar-751007

Date: Date:

1.Witness 1. Witness

2.Witness 2. Witness