



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

(A Government of Odisha Enterprise)

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

Bid Reference No. OSMCL/2021-22/GLOBAL/COVID-19/16

**GLOBAL e-TENDER DOCUMENT
FOR
SUPPLY OF Covid-19 Vaccine**

**Regd. Office: In front of Ram Mandir, Convent Square, Unit – III,
Bhubaneswar -751 001
Tel.: (0674) 2380660**

INDEX

Sl. NO.	DESCRIPTION		PAGE NO.
1		NOTICE INVITING TENDER	3 - 4
2	SECTION – I	INSTRUCTION TO BIDDERS	5 -7
3	SECTION – II	GENERAL DEFINITION & SCOPE OF CONTRACT	8
4	SECTION – III	TENDER SCHEDULE	9
5	SECTION – IV	SCHEDULE OF REQUIREMENT & LIST OF WAREHOUSES FOR DELIVERY	10 - 11
6	SECTION – V	SPECIAL CONDITIONS OF CONTRACT (TIME LIMITS & PRE-QUALIFICATION CRITERIA)	12 - 13
7	SECTION – VI	GENERAL CONDITIONS OF CONTRACT	14 - 22
8	SECTION – VII	FORMATS OF BID SUBMISSION	23- 29

NOTICE INVITING BID

Odisha State Medical Corporation Limited (OSMCL)

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

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

Bid Ref. No.: OSMCL/2021-22/GLOBAL/COVID-19/16 Date: 14/05/2021

Online Global Bids through e-Tender portal (<https://tendersodisha.gov.in>) are invited from eligible bidders for **supply of Covid-19 Vaccine (Storage Condition :2⁰C to 8⁰C)as per the particulars mentioned below:**

Sl. No.	Particulars	Date and time	
1.	<i>Date & time for Pre-Bid Meeting</i>	19/05/2021, at 11:00 Hrs (IST) online mode. Link of the online meeting will be announced on the OSMCL website.	
2.	<i>Date & time of Online bid submission</i>	<i>Start Date & Time</i>	<i>End Date & Time</i>
		20/05/2021, 15:00 Hrs (IST)	28/05/2021, 10:00 Hrs (IST)
		<i>Date & Time</i>	
3.	<i>Date & time of online Technical bid opening</i>	28/05/2021, 11:30 Hrs (IST)	
4.	<i>Date of opening of Price Bid</i>	28/05/2021, 17:00 Hrs (IST)	

The bid document with all information relating to the bidding process are available in the websites: www.osmcl.nic.in and <https://tendersodisha.gov.in> (under “Latest Active Tender”) The Authority reserves the right to accept / reject any part thereof or all the bids without assigning any reason thereof.

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

Memo No. _____/OSMC

Dt. _____

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

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

Memo No. _____/OSMC

Dt. _____

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

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

Memo No. _____/OSMC

Dt. _____

Copy forwarded to the State Head Portal, IT Cell, Odisha Secretariat, Bhubaneswar / Chief Manager (Technical), State Procurement Cell, Nirman Soudh, Bhubaneswar for information.

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

SECTION I

INSTRUCTION TO BIDDERS

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

1.2 This ‘Bid Document’ contains the following:

Section I: Instruction to bidders

Section II: General Definitions and Scope of Contract.

Section III: Tender Schedule

Section IV: Schedule of Requirement and Consignee Location.

Section V: Specific Conditions of Contract

Section VI: General Conditions of Contract

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

1.3 The bidders can download the Bid documents from <https://tendersodisha.gov.in> (“Latest Active Tender”) **14/05/2021** and submit it online from **20/05/2021, 15:00 Hrs (IST)** to **28/05/2021, 10:00 Hrs (IST)** . The bid document is also available at website: www.osmcl.nic.in

1.4 PARTICIPATION IN BID

1.4.1 PORTAL REGISTRATION:

The bidder intending to participate in the bid is required to **register in the e-procurement portal** using an active personal/official e-mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. 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. Bidders may contact e-Procurement support desk of OSMCL over telephone at **0674 – 2380660 & 2380950**, or State e-Procurement cell help desk 1800-3456765, 0674-2530998 for assistance in this regard.

1.4.3 **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.

1.4.4 **DOWNLOADING OF BID:**

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

1.4.5 **CLARIFICATION ON BID:**

The registered bidder can ask questions related to the online bid in the e-procurement portal **before the pre-bid meeting scheduled on 19.05.2021 at 11.00hrs (IST) via online mode** . OSMC will clarify queries related to the bid through e-mail from the e-mail ID: logistics.osmcl.od@nic.in and Contact No. 0674-2380660 & 0674-2380950.

1.4.6 **PREPARATION OF BID**

The detailed guideline for preparation of bid is mentioned at General condition of Contract- Section VI .

1.4.7 **SUBMISSION AND SIGNING OF BID**

The detailed guideline for submission of & signing of bid is mentioned at General Condition of Contract- Section VII .

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 the consignee location 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, Odisha State Medical Corporation .
- 2.1.4 *User Institutions* are the Govt. health care institutions under the Health & Family Welfare Department, Government of Odisha.

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**.
- 2.2.2 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.

SECTION III
TENDER SCHEDULE

3.1. Bid Details

1.	<i>Bid Reference No.</i>	OSMCL/2021-22/GLOBAL/COVID-19/16
2	<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 06 Months from the date of LOI (Letter Of Intent) issued by OSMCL</i>

3.2. Important Dates:

Sl. No.	Particulars	Date and time	
1.	<i>Date & time for Pre-Bid Meeting</i>	19/05/2021, at 11:00 Hrs (IST) online mode. Link of the online meeting will be announced on the OSMCL website.	
2.	<i>Date & time of Online bid submission</i>	<i>Start Date & Time</i>	<i>End Date & Time</i>
		20/05/2021, 15:00 Hrs (IST)	28/05/2021, 10:00 Hrs (IST)
		<i>Date & Time</i>	
3.	<i>Date & time of online Technical bid opening</i>	28/05/2021, 11:30 Hrs (IST)	
4.	<i>Date of opening of Price Bid</i>	28/05/2021, 17:00 Hrs (IST)	

SECTION IV
SCHEDULE OF REQUIREMENT & CONSIGNEE LOCATION

4.1 SCHEDULE OF REQUIREMENT

SI No.	Drug Code	Name of the Item	Storage Conditions	Shelf Life	Qty Required
1	D23026	COVID -19 Vaccine	Storage Condition 2 ⁰ C - 8 ⁰ C	Minimum 80% remaining shelf life for domestic Manufacturer and minimum 60% remaining shelf life for Foreign Manufacturer at the time of supply..	3,80,00,000 (Doses)

*NB. Price in the BOQ to be quoted **per Single Dose**.*

4.2 Consignee Location:

Sl. No	Name of the Consignee Location
1	Central Drug Warehouse (CDS), Campus of OSMCL, Convent Square, In front of Ram Mandir, Bhubaneswar, Odisha, India Pin-751007 Contact no.- (+91) 7873150565 / 7873963785 e-mail-osmc.cdsbbsr@gmail.com

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>	<p>5.1.1.1 From the date of issue of signing of Agreement (Clause No.6.15) :</p> <ol style="list-style-type: none">1. 75,00,000 doses within 30(Thirty) days .2. 2,25,00,000 doses within 60(Sixty) days.3. 3,75,00,000 doses within 90(Ninety) days.4. 3,80,00,000 doses within 120(One Hundred Twenty) days . <p>5.1.1.2 OSMCL shall issue separate purchase order for each of the above four phases of supply.</p> <p>5.1.1.3 OSMCL reserves the right to change the quantity.</p>
5.1.2	<i>Submission of Performance Security.</i>	15 days from the date of issue of Letter of Intent.
5.1.3	<i>Time for making payments by Tender Inviting Authority</i>	100% payment will be made in INR within 2 working days from the date of receipt of each consignment.
5.1.4	<i>Provision for Advance payment</i>	Advance payment to be released by OSMCL @ 30% of value of each purchase order as detailed at Clause 5.1.1.

5.2 Pre qualification of Bidders:

5.2.1 Only the following bidders will be considered-

a) Manufacturer for Vaccines manufactured in India.

b) Manufacturer or their authorized importer in the case of vaccines manufactured in foreign countries.

5.2.2. DCGI (Drugs Controller General of India) approval is mandatory and the respective bidder as detailed at Clause No. 5.2.1 must submit the appropriate valid supporting documents.

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

5.2.9 The bidder has to submit declaration form as per **Format T4**.

SECTION VI

GENERAL CONDITIONS OF CONTRACT

6.1 **Bid Document:**

- 6.1.1 The detailed technical specifications and terms and conditions governing the supply and quality related matters are in the “Bid Document”.
- 6.1.2 The bid document shall be made available in the website www.osmcl.nic.in and <https://tendersodisha.gov.in> for downloading.
- 6.1.3 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.
- 6.1.4 The **general guidelines** on e-Tender process is as mentioned below :
- 6.1.5. 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.
- 6.1.6 Bidder shall submit a **declaration letter** as per **Format T4** 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.
- 6.1.7 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.

6.2 **Deadline for Submission of Bid**

- 6.2.1 Bidders shall upload all the necessary documents in the e-Tender portal before the last date & time for online submission.
- 6.2.2 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.

6.3 Modification and Withdrawal of Bids

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

6.4 Period of Validity of Bid

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

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

6.5 Rejection of Bids:

6.5.1 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

6.5.2 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 .

6.5.3 The bid shall be rejected in case the bidder inserts any pre-condition contradicting to the tender terms & conditions or non-compliance to product specification.

6.6 Notices

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

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

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

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

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

6.6.6 Summary of Online price bid opening.

6.7 Other Terms and Conditions

- 6.7.1 Specifications and Standards:- The item to be provided by the successful bidder(s) under this contract shall conform to the specifications and quality control parameters mentioned in **Section IV of this document**.
- 6.7.2 The bidder shall be responsible for payment of any charges due to any statutory authorities .
- 6.7.3 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.
- 6.7.4** Non attendance at pre bid meeting will not be a cause for disqualification of a bidder.

6.8 Amendment of Bid Documents:

- 6.8.1 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.
- 6.8.2 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.

6.9 Submission of Bid

- 6.9.1 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.
- 6.9.2 **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 6.10**.
- 6.9.3 **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 **grey** areas of BOQ file shall be filled by the bidder. The **white 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.

- 6.9.4 The bidder should **check** the **system generated confirmation statement** on the status of the submission.
- 6.9.5 **SIGNING OF BID**
The bidder shall sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the bidder is liable to be de-recognition/ debarment.
- 6.9.6 **SECURITY OF BID SUBMISSION:**
- 6.9.7 All bid uploaded by the bidder to the e-procurement portal will be encrypted.
- 6.9.8 The encrypted bid can only be decrypted / opened by the authorised openers on or after the due date and time.
- 6.9.9 **RESUBMISSION AND WITHDRAWAL OF BIDS:**
- 6.9.10 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.
- 6.9.11 Resubmission of bid shall require uploading of all documents including price bid afresh.
- 6.9.12 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.
- 6.9.13 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.
- 6.9.14 The bidder should avoid submission of bid at the last moment to avoid inconvenience.
- 6.9.15 The details of the documents to be uploaded **online** are mentioned in Clause 6.10.

6.10 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:

- 6.10.1 Format – T1 (Check List)
- 6.10.2 Format – T2 (Details of Item quoted)
- 6.10.3 Format – T3 (Details of Bidder)
- 6.10.4 Format – T4 (Declaration Form)
- 6.10.5 Appropriate documents in support of DCGI Approval.
- 6.10.6 Copy of the GST registration certificate
- 6.10.7 Copy of PAN

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

6.11 Price Bids Opening

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

6.11.2 Price Offered shall be only in INR.

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

6.11.4 Bidders in no way can alter/modify the price bid/ BOQ format.

6.11.5 DPCO (Drugs Prices Control Order) notifications regarding price ceiling has to be adhered to by the supplier during the contract period.

6.12 Price Bid Evaluation

6.12.1 The quoted rate should include excise / customs duty, transportation, insurance, packing & forwarding or any other incidental charges to the consignee location. 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.

6.13 Award of Contract

6.13.1 50% of the total tender quantity shall be allocated to the L1 bidder (Clause No.6.12.1) .For balance 50% of the total tender quantity, OSMCL reserve the right to split amongst multiple technically qualified bidders i.e L2,L3,L4 and so on at negotiated rates.

6.13.2 OSMCL reserves the right within 12 months of signing of Agreement to place repeat order without any change in price.

6.14 Notification of Award/Letter of Intent (LOI)

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

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

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

6.15 Signing of Agreement

6.15.1 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.

6.16 Performance Security

6.16.1 Performance Security in INR for an amount equal to 3% of LOI value excluding Taxes shall be paid by the successful bidder(s) 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 which shall remain valid for a period of 06 months from the date of issuance of LOI by OSMCL.

6.16.2 Upon receipt of performance security, the Tender Inviting Authority shall issue the Purchase Orders (Clause 5.1.1) containing the terms and conditions for the execution of the order.

6.17 Supply Conditions

6.17.1 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.

6.17.2 (a) The successful bidder shall have to supply the item(s) within the **stipulated period (as mentioned in Clause 5.1.1)**, at the consignee location as mentioned in Section IV - Schedule of Requirement.

6.17.3 The successful bidder(s) will arrange transportation of the ordered goods as per its own procedure and pay necessary insurance against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery and pay all incidental charges till it reaches at consignee point. It shall be ensured by the supplier that the item(s) delivered at the destination(s) in good condition as per Bid Document.

6.17.4 The supplier shall submit the copy of the **invoice** along with the copy of the **Standard Quality** certificate of analysis from the designated laboratory as applicable for **every batch of items** supplied.

6.17.5 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.

6.18 Corrupt or Fraudulent Practices

6.18.1 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:

6.18.2 “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

- 6.18.3 “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;
- 6.18.4 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.
- 6.18.5 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.

6.19 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.

6.20 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.

6.21 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.

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.

Name of the Bidder			
Sl. No	Item	Whether included Yes / No	Page No.
1	Format – T1 (Check List)		
2	Format – T2 (Details of Items quoted)		
3	Copy of the GST registration certificate		
4	Copy of PAN (Income Tax)		
5	Format – T3 (Details of Bidder)		
6	Format – T4 (Declaration Form)		
7	Appropriate documents in support of DCGI Approval.		

All the documents to be furnished in the checklist has to be page numbered. All the formats (T1 – T4) 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.

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 whether participating as a Manufacturer / Importer	Documents in support of DCGI Approval*	Shelf life of the quoted item(s) In months	Standard Batch Size of the quoted item(s)
1	2	3	4	5	6	7	8
1	D23026	COVID -19 Vaccine					

Signature of the Bidder:

Date:

Official Seal:

*Note: Furnish the copies of documents in support of DCGI Approval

Format – T3

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

DETAILS OF THE BIDDER

GENERAL INFORMATION ABOUT THE BIDDER				
1	Name of the Bidder			
	Registered address of the firm			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Contact Person Details				
2	Name		Designation	
	Telephone No.		Mobile No.	
Communication Address				
3	Address			
	State		District	
	Telephone No.		Fax	
	Email		Website	
Nature of Business (Please • relevant box)				
5	Manufacturer			
	Direct Importer			
6	<i>Whether any criminal case was registered against the company or any of its promoters in the past?</i>			Yes / No
7	<i>Other relevant Information</i>			
8	<i>Furnish the copy of the GST registration certificate</i>			
9	<i>PAN : Furnish the copy of the PAN</i>			
10	Bank Details of the Bidder: The bidders have to furnish the Bank Details for payment.			
Date:		Office Seal		Signature of the bidder / Authorized signatory

Format – T4
DECLARATION FORM
(To be submitted in *Part-I Technical Bid*)

I / Wehaving My / our registered office at..... & having My / our factory premises at..... do declare that I / We have carefully read all the terms & conditions of bid of OSMCL, Odisha for the supply of (Name of the items). I will abide with **all the terms & conditions** set forth in the **Bid document Reference no. OSMCL/2021-22/GLOBAL/COVID-19/16 along with the subsequent amendment, if any.**

I/We do hereby declare that I/We have not been convicted by any court of competent jurisdiction for supplying NSQ (Non-Standard Quality) 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:

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.

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 theday of20.....

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

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

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....
.....

Seal, name & address of the Banks and address of the Branch