



Odisha State Medical Corporation Limited
(A Government of Odisha Enterprise)
Website: www.osmcl.nic.in, Email:
logistics.osmcl.od@nic.in

Bid Reference No. OSMCL/2021-22/SHORT-IVER/15

e-TENDER DOCUMENT
FOR SUPPLY OF
Tab. Ivermectin(Aluminium foil/Blister pack),
12 mg/Tab [D08012]

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

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NOTICE INVITING BID

Bid Reference No.: **OSMCL/2021-22/SHORT-IVER/15**

Online Bids through e-Tender portal (<https://tendersodisha.gov.in>) are invited from eligible bidders for supply of **D08012 - Tab. Ivermectin(Aluminium foil/Blister pack), 12 mg/Tab** as per the particulars mentioned below:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	13/05/2021, 3 PM	
2.	Date & time of Online bid submission	Start Date & Time	End Date & Time
		14/05/2021, 11 AM	21/05/2021, 11 AM
3.	Date & time of online Technical bid opening	21/05/2021, 11.30 AM	
4.	Date of opening of Price Bid	To be informed to the qualified bidders	

The bid document with all information relating to the bidding process including Prequalification criteria and terms & conditions are available in the websites: www.osmcl.nic.in and <https://tendersodisha.gov.in>. OSMCL reserves the right to reject or modify any conditions of the tender or cancel the tender or cancel the issued purchase order at any stage without assigning any reason thereof.

SD /-
Managing Director
OSMC Ltd., Odisha

Memo No. _____/OSMC/2021

Dt. _____

Copy submitted to

1. Addl. Chief Secretary to Government, H & FW Dept. (O) for kind information.
2. MD, NHM (O) for kind information.
3. DHS (O)/DMET (O)/DPH (O) for information.
4. The State Head Portal, IT Cell, Odisha Secretariat, Bhubaneswar for information.
5. The Chief Manager (Technical), State Procurement Cell, Nirman Soudh, Bhubaneswar.

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 and equipments 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: Scope and Description of Contract
 - Section III: Bid Schedule
 - Section IV: Schedule of Requirement
 - Section V: Specific Conditions of Contract
 - Section VI: General Conditions of Contract
 - Section VII: Technical Specifications
 - Section VIII: Formats for bidder for Submission of Bid (Technical bid)
 - Section IX: Annexure [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 only after the due date & time of sale. The publication of the bid will be for specific period of time till the last date of submission of bids as mentioned in the **Bid Schedule (Section III)** after which the same will be removed from the list of "**Latest Active Tender**". The bid document is also available at website : www.osmcl.nic.in

1.4 PARTICIPATION IN BID

1.4.1 PORTAL REGISTRATION:

The bidder intending to participate in the bid is required to **register in the e-procurement portal** using an active personal/official e-mail ID as his/her Login ID and attach his/her valid **Digital signature certificate (DSC) - Class II or III** to his/her unique Login ID. He/ She has to submit the relevant information as asked for about the bidder. The portal registration of the bidder is to be authenticated by the **State Procurement Cell** after **verification** of original valid certificates/documents such as (i) PAN and (ii) Registration Certificate (RC) / **GST Registration Certificate** of the concerned bidder. The time period of validity in the portal is co terminus with validity of RC/ **GST Registration Certificate**. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After **successful authentication**, bidder **can participate** in the **online bidding process**.

1.4.2 LOGGING TO THE PORTAL:

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

1.4.3 DOWNLOADING OF BID:

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

1.4.4 **CLARIFICATION ON BID:**

The registered bidder can ask questions related to online bid in the e-procurement portal through email: **logistics.osmcl.od@nic.in**. OSMCL will clarify queries related to the bid.

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 & 6.17**)

1.4.6 **SUBMISSION AND SIGNING OF BID**

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

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 of the items procured under this bid document.
- 2.1.4 *Bid Evaluation Committee & Technical Committee* are Committees authorized by the Managing Director of OSMCL to decide on the purchase of the drugs and equipments to be procured by the OSMCL.
- 2.1.5 *User Institutions* are the Govt. health care institutions under the Health & FW Department, Government of Odisha for which the drug under this bid is procured.
- 2.1.6 *Funding agencies* are usually Directorates of Health & FW Department, Govt. of Odisha like Directorate of Health Services, Directorate of Family Welfare, Directorate of Public Health, Directorate of Medical Education & Training, Directorate of Drugs Control Administration etc. and Societies like OHS&FW, SIHFW etc. that provide funds for the procurement of drugs and equipments.
- 2.1.7 *Blacklisting/debarring* - the event occurring by the operation of the conditions under which the bidders will be prevented for a period of 3 years from participating in the future bids of Tender Inviting Authority/User Institution, 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/User Institution on account of such violations.

2.2 Scope

- 2.2.1 The bids are invited for the supply of the items, the details of which are mentioned in **Section IV**, needed for the government health institutions of Odisha. .
- 2.2.2 The bidders can't withdraw their bid after opening of technical bid, within the minimum bid validity period of 90 days & also after accepting the Letter of Intent.
- 2.2.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement will lead to invoking of penal provisions and may also lead to blacklisting.

SECTION III

TENDER SCHEDULE

3.1. Bid Details

1.	Bid Reference No.	OSMCL/2021-22/SHORT-IVER/15
2.	Earnest Money Deposit	The bidder have to only submit BID SECURITY DECLARATION along with the technical bid as given under Format-T3
3.	Validity of bid	Bids should be valid for a minimum period of 90 days from the date of opening of technical bid for the purpose of bid evaluation/ finalization of L1 rate.
4.	Performance Security	@3% of the purchase order price in shape of DDs/BGs within 15 days from the date of issuance of Purchase Order
5.	Validity of Performance Security	In case of BG the validity of the performance security is up to expiry of the shelf life of the supplied product.

3.2. Important Dates:

Sl. No.	Particulars	Date and time	
1.	Date & time of release of bid	13/05/2021, 3 PM	
2.	Date & time of Online bid submission	Start Date & Time	Start Date & Time
		14/05/2021, 11 AM	21/05/2021, 11 AM
3.	Date & time of online Technical bid opening	21/05/2021, 11.30 AM	
4.	Date of opening of Price Bid	To be informed to the qualified bidders	

SECTION IV
SCHEDULE OF REQUIREMENT

4.1 Item(s) Tendered:

Sl.	Name of the Item	Qty (Approx.)	Place of delivery
1	D08012 - Tab. Ivermectin(Aluminium foil/Blister pack), 12 mg/Tab	7,10,000	Central Drugs Store, OSMCL, Convent Square, Bhubaneswar – 751 007

***Important Notes:**

- 1)The bidders shall have to quote the Unit Price per item in the e-tender portal which shall be inclusive of customs duty, packing, insurance, transportation (door delivery), labor charges and all other incidental charges EXCEPT for GST. GST shall be applicable as per the prevailing rate.**
- 2) Reasonable care must be taken while quoting **the price BOQ** since a minor error, even typographical, may impact the overall price and in some cases may also lead to rejection of the bid.
- 3) OSMCL reserves the right to reject or modify any conditions of the tender or cancel the tender or cancel the issued purchase order at any stage without assigning any reason thereof.

SECTION V

SPECIAL CONDITIONS OF CONTRACT

5.1 Time Limits Prescribed

Sl. No	Activity	Time Limit
5.1.1	Delivery period	15 days from date of issuance of Purchase Order.
5.1.2	Submission of Performance Security and entering into contract	15 days from the date of issuance of Letter of Intent.

5.2 Pre qualification of Bidders:

5.2.1 Bidder shall only be a manufacturer having valid **own manufacturing license/loan license with product endorsement or direct importer holding valid import license** with product registration certificate issued by the Drugs Controller General of India.

- a) In case of manufacturer, it shall have a valid manufacturing drug license or duly acknowledged renewal application with old license issued by the State Licensing Authority / Central Licensing Approving Authority (wherever applicable) **or** copy of original Treasury Challan regarding manufacturing license retention fee **or** Manufacturing license issued by competent authority as per Medical Devices Rules, 2017 .
- b) In case of importer, it should have a valid import license and product registration certificate issued by the Drugs Controller General of India.

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

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

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

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

5.2.5 Bidder (manufacturer/ importer) shall have minimum turnover of **(1) Rs. 60 Lakhs** or more 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).**

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

5.2.7 (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) 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.

5.2.8 Bidder should have experience in supplying quoted item/Same Molecule of Similar Dosages form as per tender specification to the State or Central Government or Government Hospitals / Corporate Hospitals / PSU Hospitals / Municipal Hospitals / Pvt. Hospitals in India / UN agencies / Authorized agency

of the State / Central Govt. / PSU/Open Market Supply as a manufacturer or otherwise during **last 1(one) years in Format T7.**

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

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

SECTION VI GENERAL CONDITIONS OF CONTRACT

6.1 Contents of the Bid Document:

This 'Bid Document' contains the following:

Section I: Instruction to Bidders

Section II: General Definition & Scope of Contract

Section III: Bid Schedule

Section IV: Schedule of Requirement

Section V: Special Conditions of Contract

Section VI: General Conditions of Contract

Section VII: Technical Specifications

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

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

6.2 Bid Document:

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

6.2.2 The bid document shall be made available in the website www.osmcl.nic.in and <https://tendersodisha.gov.in> for downloading.

- 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 the Registration Authorities (RA). 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 - 2380608**, or State Procurement cell help desk **1800-3456765, 0674-2530998** for assistance in this regard.
- 6.2.4.3 The e-Tender process comprises the stages viz. downloading the bid document, pre-bid meeting (as applicable to each bid), bid submission (technical cover and financial cover), opening of technical bid and opening of financial bids for the technically qualified bidders.
- 6.2.4.4 The details of documents (in PDF format) for online submission of technical bid is mentioned at clause 6.17
- 6.2.4.5 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 and upload the same back to the website.
- 6.2.4.6 Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/variable price quotation will be treated as non - responsive and rejected.

6.3 Responsibility of Verification of Contents of Bid Document:

- 6.3.1 The purchasers of the bid document shall examine all instructions, forms, terms and specifications in the Bid Document and verify that all the contents mentioned under clause 6.1, are contained in the 'Bid Document'.
- 6.3.2 Failure to furnish any information required by the bid documents and submission of an offer not substantially responsive to it in every respect shall be at the bidder's risk and may result in the rejection of the bids, without any further notice.

6.4 Guidelines for Preparation of Bid

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

- 6.4.2 In the event of documentary proof as required being not enclosed, the Bid shall be liable to be rejected. All pages of the bid, except for unamendable printed literature, shall be signed by the authorized person or persons signing the bid along with the stamp of the bidder.
- 6.4.3 Language of Bid:- The Bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Tender Inviting Authority, shall be in English language. Supporting documents and printed literature furnished by the bidder may be written in another language provided they are accompanied by an authenticated accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- 6.4.4 The bid (in English Language only) for the supply of items mentioned in **Section IV** shall be submitted along with detailed specifications. A technical leaflet /brochure / literature shall be furnished.
- 6.4.5 An offer submitted in vague /ambiguous financial terms and the like, shall be termed as non-responsive and shall be summarily rejected.
- 6.4.6 Clarifications to specific requests shall be responded through e-mail and general clarifications, affecting all the bidders shall be published in the official website of the Tender Inviting Authority (www.osmcl.nic.in). However, it shall be the duty of the prospective bidder to ensure that the clarifications sought for has been properly received in time by the Tender Inviting Authority.
- 6.4.9 Any clarification on the e-Tender procedure shall be obtained from **OSMCL and the contact numbers are 0674 - 2380660.**

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6.6 Deleted

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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 and the Tender Inviting Authority shall not be held liable for the delay.
- 6.8.2 The Tender Inviting Authority may, at its discretion, extend the deadline for submission of Bid, in which case, all rights and obligations of the Tender Inviting Authority and the bidders previously subjected to the deadline shall thereafter be subjected to the same deadline so extended.

6.9 Modification and Withdrawal of Bids

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

6.10 Period of Validity of Bid

- 6.10.1 Bids should be valid for a minimum period of 180 days from the date of opening of technical bid for the purpose of bid evaluation/ finalization of L1 rate.
- 6.10.2 The successful bidder upon entering into a contract can withdraw from the contract by giving one month prior notice after 180 days of price firmness, but not after the execution of agreement or issuance of Supply order for any of the agreed items.
- 6.10.3 Withdrawal or non-compliance of agreed terms and conditions after the execution of agreement or issuance of Supply Order will lead to invoking of penal provisions and may also lead to black listing/debarring of the successful bidder.

6.11 Rejection of Bids:

- 6.11.1 The bids shall be rejected in case the bidder fails to meet the pre-qualification criteria as specified in Clause 5.2 of Section V
- 6.11.2 At any point of time, the Tender Inviting Authority reserves the right to reject the bid if the bidder fails to fulfil the terms & conditions of the bid document including technical specification, furnishing of relevant document & information in the required format of the tender.

6.12 Deleted

6.13 Deleted

6.14 Deleted

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

6.16 Submission of Bid

- 6.16.1 The bids are to be submitted **on-line** in two parts in the e-Tender portal. Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the Bidder.
- 6.16.2 **PART-I as TECHNICAL BID** shall be submitted **on-line only** in the e-Tender portal with all the required documents as mentioned in **clause 6.17**.

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

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

6.16.5 **SIGNING OF BID**

The bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, his/her name shall be liable for recommending for blocking of portal registration and blacklisting.

6.16.6 **SECURITY OF BID SUBMISSION:**

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

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

6.16.7 **RESUBMISSION AND WITHDRAWAL OF BIDS:**

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

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

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

6.16.7.4 The Bidder can withdraw its bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer Publisher (Officer Inviting Bid) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

6.16.7.5 The bidder should avoid submission of bid at the last moment to avoid the system failure & the like.

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

6.17 List of Documents in Bid Submission

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

6.17.1 Format – T1 (Check List)

6.17.2 Format – T2 (Details of Items quoted)

6.17.3 Format – T3 (Bid Security Declaration)

- 6.17.4 Format – T4 (Details of Bidder)
- 6.17.5 Format – T5 (Declaration Form)
- 6.17.6 Format – T6 (Turnover)
- 6.17.7 Format – T7 (Performance Certificate)
- 6.17.8 Format–T8 (Market Standing Certificate)
- 6.17.9 Copy of the GST registration certificate
- 6.17.10 Copy of PAN
- 6.17.11 Manufacturing licence
- 6.17.12 Any other Certificate as per Bid Document

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

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

6.18.7 Deleted

6.19 Deleted

6.20 Deleted

6.21 Clarification of Bids

6.21.1 During evaluation of bids, the Tender Inviting Authority may, at its discretion, give opportunity to the bidder(s) for clarification of points raised by the bid evaluation committee on its bids submitted.

6.21.2 The request for clarification and the response shall be in writing, either through email or fax or by post.

6.22 Deleted

6.23 Price Bids Opening

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

6.23.2 Price Offered shall be in Indian Rupees. Price should be quoted for the supply and training (if necessary) of the items

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

6.23.4 There shall also be no hidden costs.

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

6.23.5.1 Unit Price in absolute should include customs duty, packing, insurance, forwarding /transportation (door delivery) and all other incidental charges EXCEPT for GST. GST shall be applicable as per the prevailing rate.

6.23.5.2 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 format.

6.23.5.3 Bidders in no way can alter/modify the price bid/ BOQ format, if so he is liable for disqualification.

6.23.5.4 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.

6.24 Price Bid Evaluation

6.24.1 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.

6.25 Award of Contract

6.25.1 Criteria:-The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after scrutiny of the technical bids and after price bid opening.

6.25.2 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 of 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.

6.26 Notification of Award/Letter of Intent (LOI)

6.26.1 OSMCL shall reserve the right to split the order quantity amongst multiple technically qualified bidders in the ratio of 50:30:20 in case of 3 or more successful bidders wherein this splitting will be made between L1, L2 & L3 bidders and in the ratio of 70:30 in case of only 2 successful bidders, by matching the L1 rate.

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

6.26.3 The Notification of Award shall constitute the initiation of the Contract.

6.27 Signing of Contract

6.27.1 The successful bidder shall execute an agreement in the format as given under **Annexure I** for ensuring satisfactory supply of the items.

6.27.2 The successful bidder shall submit Performance Bank Guarantee in the format as per **Annexure II**, a performance security prescribed under cl.6.28.

6.28 Performance Security

- 6.28.1 There will be a performance security deposit amounting to the total value as mentioned in **Section III** excluding taxes, which shall be submitted by the successful bidder to the Tender Inviting Authority within 15 days from the date of issuance of Contract / Purchase order.
- 6.28.2 The contract duly signed and returned to the Tender Inviting Authority shall be accompanied by a demand Draft or Bank Guarantee in the prescribed format.
- 6.28.3 The Performance security shall be denominated in Indian Rupees or in the currency of the contract as detailed below:
- 6.28.3.1 It shall be in any one of the forms namely Account Payee Demand Draft or Bank Guarantee issued by a Scheduled bank in India, in the prescribed form as provided in this document endorsed in favour of the Tender Inviting Authority/user institution.
- 6.28.3.2 Tender Inviting Authority/User Institution will release the Performance Security without any interest to the successful bidder on expiry of the shelf life of the supplied product.
- 6.28.3.3 The Bank Guarantee submitted in place of DD shall be in the prescribed format (Annexure II); Bank Guarantee in no other form will be accepted and will lead to rejection of bids.

6.29 Delivery

- 6.29.1 The supply shall be completed within 10 days from the date of issuance of Purchase Order unconditionally.
- 6.29.2 The Product should have minimum 5/6th shelf life at the time of supply.
- 6.29.3 It shall be the responsibility of the supplier for any damage at the time of receipt at the designated places. However, any damage if found after supply, the same shall be replenished by the supplier on Free of Cost basis.

6.30 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 i.e. C.R.I. Kasauli in case of Vaccines/N.I.B/other Govt. Testing Laboratories for each batch of items supplied by them.
- 6.29.2 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.

- 6.29.3 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 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.
- 6.29.4 If any item(s) supplied has undergone some physical changes and the same is visible to naked eye such as change of colour, chipping, breaking, being/becoming fragile or soft, appearance of spots, being/becoming sticky, presence/appearance of particulate matters/flakes etc., which make the drug unfit for use, no further test and analysis shall be carried out and the same item(s) shall be recalled and replaced by the supplier. However, OSMCL reserves the right to draw sample for Test/Analysis, if felt necessary.
- 6.29.9 In case of non-availability of empanelled NABL laboratories for testing/specific testing of items, OSMC reserves the right to send the sample of the 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 on complaint or drawn by officers of CDSCO and if it is declared as Not of Standard Quality (NSQ), the report is conclusive till it is challenged by supplier/company. If it is challenged, then the report of Director, CDL, Kolkata shall be conclusive and action as contemplated in foregoing paragraphs will be initiated in the matter of debarring of product or company.

6.30 Payment

- 6.30.1 **Payment** shall be made to the supplier against receipt of delivery of material.
- 6.30.2 The original invoice submitted shall be in the name of the Tender Inviting Authority and the name of the consignee shall also be mentioned in it.
- 6.30.3 No advance payment will be made in any circumstances.

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

6.31 Deleted

6.32 Deleted

6.33 Deleted

6.34 Deleted

6.35 Deleted

6.36 Deleted

6.37 Deleted

6.38 Deleted

6.39 Deleted

6.40 Deleted

6.41 Deleted

6.42 Deleted

6.43 Penalties for Non-performance

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

6.43.1.1 Forfeiture of Performance Security

6.43.1.2 Termination of the contract

6.43.1.3 blacklisting/debarring of the bidder

6.43.2 Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will lead to rejection of bids and may lead to forfeiture of Performance security as well as result in black listing/debarring of the bidder.

6.43.3 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 black-listing/ debarring.

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

6.43.5 The decision to impose penalties and finally to black list the defaulting firm will be final and shall be binding on all bidders participating in this bid. However there will be provision for appeal before the government against the decisions of the Tender Inviting Authority.

6.44 Termination of Contract

- 6.44.1 Termination for default:- The Tender Inviting Authority/User Institution, without prejudice to any other contractual rights and remedies available to it (the Tender Inviting Authority/User Institution), 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/User Institution.
- 6.44.2 In the event of the Tender Inviting Authority/User Institution terminates the contract in whole or in part, the Tender Inviting Authority/User Institution 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/User Institution for the extra expenditure, if any, incurred by the Tender Inviting Authority/User Institution for arranging such procurement.
- 6.44.3 Unless otherwise instructed by the Tender Inviting Authority/User Institution, the successful bidder shall continue to perform the contract to the extent not terminated.
- 6.44.4 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/User Institution.
- 6.44.5 Termination for convenience:- The Tender Inviting Authority/User Institution reserves the right to terminate the contract, in whole or in part for its (Tender Inviting Authority's/User Institution'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/User Institution. The notice shall also indicate inter alia, the extent to which the successful bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.

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	Format – T3		
4	Copy of the GST registration certificate		
5	Copy of PAN (Income Tax)		
6	Copy of IT Returns of the financial years during 2016-17, 2017-18 and 2018-19 or 2017-18, 2018-19 and 2019-20.		
7	Format – T4 (Details of Bidder)		
8	Format – T5 (Declaration Form)		

9	Format – T6 (Annual Turnover Statement by Chartered Accountant) 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)		
10	Format–T7 (Performance Statement during the last two Years)		
11	Format–T8 (Product Manufacturing Certificate) OR Market Standing certificate by the drug licensing authority.		
12	Photo copy of valid manufacturing license / Import license for each and every product quoted by the drug licensing authority		
13	Valid Drug Endorsement for each quoted item/ Product registration certificate (In case of Importer) by the drug licensing authority		
14	Valid up-to-date Good manufacturing practice certificate as per revised schedule-M (GMP)/WHO GMP/ COPP Certificate by the drug licensing authority		
15	Valid up-to-date WHO GMP / COPP certificate (in case of importer) by the drug licensing authority		
16	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 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 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 case of Tabs/Caps it should be in no. of Tabs/Caps, in case of Syrup/Sups'./Solutions/Lotions/Liquid internal or external preparations' it should be in no bottles/Jars etc., in case of Ointments/Semisolid preparations it should be in no. of Tubes/Jars etc., In case of Gauge/bandage/Cotton etc. it should be in no. of Than/KGs/Packets etc. and in case of inject able items/IV fluids it should be in no. of AMP/VIAL/Bottles 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

GENERAL INFORMATION ABOUT THE BIDDER						
1	Name of the Bidder					
	Registered address of the firm					
	State		District			
	Telephone No.		Fax			
	Email		Website			
Contact Person Details						
2	Name		Designation			
	Telephone No.		Mobile No.			
Communication Address						
3	Address					
	State		District			
	Telephone No.		Fax			
	Email		Website			
Type of the Firm (Please <input type="checkbox"/> relevant box)						
4	Private Ltd.		Public Ltd.		Proprietorship	
	Partnership		Society		Others, specify	
	Registration No. & Date of Registration.					
Nature of Business (Please <input type="checkbox"/> relevant box)						
5	Manufacturer					
	Direct Importer					
Key personnel Details (Chairman, CEO, Directors, Managing Partners etc.)						
6	in case of Directors, DIN Nos. are required					
	Name		Designation			
	Name		Designation			
Name designation & Address of the person(s) responsible to the company as per Sec. 34 of D & C Act 1940.						
7	Name		Designation			
8	Whether any criminal case was registered against the company or any of its promoters in the past?				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	<i>Bank Details of the Bidder: The bidders have to furnish the Bank Details as mentioned below for return of EMD /Payment for supply if any (if selected)</i>				
	<p>a. Name of the Bank :</p> <p>b. Full address of the Branch concerned :</p> <p>c. Account no. of the bidder :</p> <p>d. IFS Code of the Bank :</p>				
<i>Date:</i>		<i>Office Seal</i>		<i>Signature of the bidder / Authorized signatory</i>	

Format – T5
DECLARATION FORM

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

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

I / Wehaving My / our registered office at..... & having My / our factory premises at..... do declare that I / We have carefully read all the terms & conditions of bid of OSMCL, Odisha for the supply of (Name of the items). The approved rate will remain valid for a period of one year from the date of approval. I will abide with **all the terms & conditions** set forth in the **Bid document Reference no. OSMCL/2021-22/SHORT-IVER/15** 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.

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

Date:

Place:

Signature of Auditor/
Chartered Accountant

(Name in Capital)

Seal

Membership No.

N.B: This turnover statement should also be **supported by** copies of audited **annual statement** of the last three 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

(To be submitted in **Part – I Technical Bid**)
(In terms of Cl. No. 5.2.9 of Bid Document)

(In LETTER HEAD OF THE LICENSING AUTHORITY)

PRODUCT MANUFACTURING CERTIFICATE

MARKET STANDING(In case of Drug)

This is to certify that the following products are being manufactured and marketed BY M/s _____ address _____ as per the details mentioned BELOW:

Sl. No.	Name of the drug	Strength	Name of the official compendia (IP/BP/USP/EP)	Manufacturing and marketing since (month / year)	Manufacturing license number
1.					
2.					
3.					

(Attach separate sheets if the quoted items are more in numbers)

Signature:

Name:

Date :

Designation of Licensing Authority:

Seal:

Note : The bidders may furnish the **MARKET STANDING CERTIFICATE AS PER THE FORMAT OF THE CONCERNED DRUG LICENSING AUTHORITY, IF IT IS NOT POSSIBLE TO PROVIDE THE MARKET STANDING IN THE ABOVE FORMAT**

SECTION –VIII

ANNEXURES

(Required to be executed by the successful bidder)

AGREEMENT

THIS AGREEMENT made the..... day of, 20..... between **ODISHA STATE MEDICAL CORPORATION LTD.**, represented by the Managing Director of one part and(Name and Address of Supplier) (hereinafter “the Supplier”) represented by (Name of the Authorized Signatory and Designation), Aged years, residing at (Full Residential Address of the Signatory) of the other part:

WHEREAS the **Purchaser** has invited bids for the supply of(brief description of goods and services vide bid no..... dated). The supplier has submitted technical and price bids and also demonstrated the technical specifications / features / other quality requirements as contained in the bid document. The **Purchaser** has finalized the bid in favour of the Supplier for the for the supply of the said goods and services for a total cost of Rs. (Contract Price in Words and Figures) (hereinafter “the Contract Price”) and issued Letter of Intent / Supply Order No. Dated

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the bid document referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz.:
 - (a) all the documents submitted by the bidder as part of technical bid and price bid;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications and other quality parameters;
 - (d) the clarifications and amendments issued / received as part of the bid document
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the **Purchaser**'s Letter of Intent
3. In consideration of the payments to be made by the **Purchaser** to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the **Purchaser** to supply, install and commission the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The **Purchaser** hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, 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 by the Contract.

BRIEF PARTICULARS OF THE GOODS AND SERVICES WHICH SHALL BE SUPPORTED / PROVIDED BY THE SUPPLIER ARE:

1) Basic Price

OSMCL: Bid Document for the supply of D08012 - Tab. Ivermectin(Aluminium foil/Blister pack) (12 mg/Tab)

Sl. No.	Brief Description of goods	Quantity to be supplied	Unit Price	Total Amount (3 x 4)	Sales Tax & other Taxes Payable
1	2	3	4	5	6

2) CMC:

3) Reagent Cost (If any):

Delivery Schedule:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said (For the *Purchaser*)

in the presence of

Signed, Sealed and Delivered by the

said(For the Supplier) (Signature, Name, Designation and Address with Office seal)

in the presence of

1) (Signature, Name and Address of witness)

2) (Signature, Name and Address of witness)

Bank Guarantee Format for Performance Security

To

The Managing Director
Odisha State Medical Corporation Ltd.,
In front of Ram Mandir, Convent Square, Unit-III, Bhubaneswar-751007

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

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

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

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds 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 expect with the previous consent of the ODISHA STATE MEDICAL CORPORATION LTD. in writing.

WeBranch..... 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 said Agency and protest by said Agency cannot to 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

SECTION-IX

ANNEXES

ANNEXURE – IA
INSTRUCTION FOR PACKAGING OF DRUGS & MEDICAL
CONSUMABLES

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

I. SCHEDULE FOR PACKAGING OF DRUGS AND MEDICAL CONSUMABLES

GENERAL SPECIFICATIONS

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

FLUTE:

4. The corrugated boxes should be of narrow flute.

JOINT:

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

STITCHING:

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

FLAP:

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

TAPE:

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

CARRY STRAP:

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

LABEL:

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

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

OTHERS:

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

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

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

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

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

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

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

(3) Ply : 120 gsm
7 Ply.

(4) Bursting Strength : Not less than 12 Kg/Cm²

IV. SPECIFICATION FOR IV FLUIDS

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

- (2) Grammage : Outer box should be 150 gsm
inside partition / lining should
be 120 gsm
- (3) Ply : 5 or 7
- (4) Bursting Strength : Not less than 12 Kg/Cm²

V. SPECIFICATIONS FOR LIQUID ORALS

30ml to 120ml bottles.

- (1) 100 bottles of 50ml/60ml/30ml may be packed in a single corrugated in 2 rows with top, bottom and centre pad of 3 ply.

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

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

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

120 gsm

- (4) Ply : 7 ply

- (5) Bursting Strength : Not less than 12 Kg/Cm²

- (6) In case the box is heavier than 7 Kg but less than 10 kg, the grammage may be 150 gsm (outer 150 gsm and others 120 gsm) 5 ply and bursting strength should not be less than 9 Kg/Cm².

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

FFS technology, they should be packed in 50's in a grey board box.

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

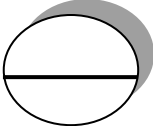
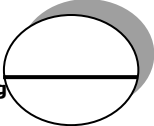

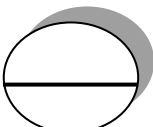
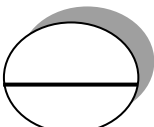

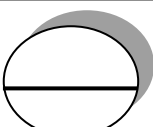
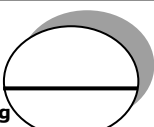

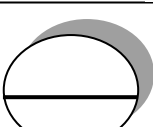
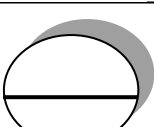

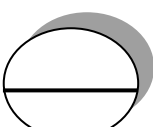
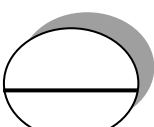
- (1) The thermo cool box should be of standard thickness capable of withstanding all types of shock during transportation and to preserve the **cold temperature** throughout the period of transit.
- (2) The thermo cool box should be packed with sufficient number of **cold packs** to maintain the desired temperature for the entire contents throughout the period of transit. Only first hand thermo cool boxes should be used

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

DESIGN FOR STRIP

FRONT SIDE

REAR SIDE

	Paracetamol 500mg	
	ODISHA GOVERNMENT SUPPLY NOT FOR SALE	
		
	Manufactured by: Manufacturing License No.:	
	Paracetamol 500mg	
	ODISHA GOVERNMENT SUPPLY NOT FOR SALE	
	Paracetamol 500mg	
	ଓଡ଼ିଶା ସରକାରଙ୍କ ଯୋଗାଣ ବିକ୍ରୟ ପାଇଁ ନୁହେଁ	
	Paracetamol 500mg	

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

N.B: 1. MRP OF THE DRUG/ BRAND NAME SHOULD NOT BE PRINTED ANY WHERE ON THE PRIMARY/SECONDARY/TERTIARY PACK.

2. GENERIC NAME SHOULD BE PRINTED IN BOLD LETTER AS PER THE LATEST GUIDELINE.

SPECIMEN LABEL FOR OUTER CARTON

Name of the Consignee:



**ODISHA GOVERNMENT SUPPLY
NOT FOR SALE**

(Both in Odiya and English language)

PARACETAMOL I.P - 500mg

Mfg. Date :

Exp. Date :

Batch No. :

Total Quantity :

Net Weight of the Carton:

Supply Head: "CENTRAL PURCHASE"

Purchase Order No.:

Date:

Manufactured By: