

PARADIP PORT TRUST
MEDICAL DEPARTMENT

Competent authority has approved the proposal of the hospital technical committee for amendment and /or correction to the purchase manual of PPT hospital. Those are as follows:

- Risk purchase and penalty Clause -4 & 5 of Chapter-6 and Page-14.
- Missing serial number in Page-14 Chapter-6.

Sl. No	Chapter	Clause No.	Existing	Proposed	Remark
1	2	2.4	Any Medical Officer, nominated by the CMO and approved by the Chairman will work as SMO in addition to his job for a period <i>of 2 years</i>	Any Medical Officer, nominated by the CMO and approved by the Chairman will work as SMO in addition to his job for a period <i>of 3 years</i>	CVO's guideline for sensitive post is for 3 yrs tenure
2	6	1	Valid WHO-GMP/GMP/CGMP/COP P certificate of the manufacturer. [GMP (By & large will not be accepted)]	Valid WHO-GMP/GMP/CGMP /COPP certificate of the manufacturer. [GMP (By & large will not be accepted)] This certificate with validity must be provided each year in month of August, even if initially registered for five years; without which the Firms cannot participate in the tenders for the ensuing Financial Year	
3	3	3	The committee will be convened by the convener of the Hospital Technical Committee, between <i>Nov-Dec</i>	The committee will be convened by the convener of the Hospital Technical Committee, between August-September	
4	6	Desirable conditions Clause 1	Firms must submit drug analysis report for each batch of medicines, they are supplying.	Firms must submit drug analysis report for each batch of medicines, they are supplying.	Will be a mandatory condition

5	10	10.1	Chief Medical Officer will open the tenders in presence of the following members, Tender Committee members Sr. Dy. M.M.(Member of E-tender Committee PPT) Director EDP.(Member of E-tender Committee PPT)	Tender will be opened in presence of the Tender Committee members	Sr. Dy. M.M and Director EDP. Deleted
6	18	18.1	The company/vendor is required to supply the rate contract items within 21 (Twenty One) days of receipt of purchase order, failing which another 7 (Seven) days can be allowed by the Chief Medical Officer with written request from the Firm in difficult/unforeseen situations.	The company/vendor is required to supply the rate contract items within 30 (Thirty) days of receipt of purchase order, failing which another 7 (Seven) days can be allowed by the Mo I/C Medical Store on written request from the Firm in difficult/unforeseen situations.	
7	22	22.1	Any new product for a disease, not having satisfactory treatment, with highest safety margin than the previous one in the group and/or being innovative, may be selected by the Hospital Technical Committee once in a year (Nov-Dec)	Any new product for a disease, not having satisfactory treatment, with highest safety margin than the previous one in the group and/or being innovative, may be selected by the Hospital Technical Committee once in a year (August-September)	
8	9	9.1	As per the approval of the Chairman, CMO invites Limited Tenders, from among the prequalified Firms for the purpose (Annual Tender) for the selected & approved items through E- Procurement.	As per the approval of the Chairman, CMO invites Limited Tenders, from among the prequalified Firms for the purpose (Annual Tender) for the selected & approved items through E- Procurement.	

			E-Tender Notice for the <i>coming</i> FY will be floated in the <i>Middle of January</i> .	E-Tender Notice for the <i>ensuing</i> FY will be published in the month of <i>November-December</i>	
9		Distributor Authorization form	No specific format	In the format as per Annex-ii	<i>To be Introduced</i>
10	6	Desirable conditions Clause 4	Information on their specific products listed in the ORG-MARG Analysis/CE Mark/I.M.S. Analysis etc.	3. Information on their specific products or position of the Firm listed in the AC Nielsen ORG-MARG ranking list. 4. Information on their specific products with CE Mark/I.M.S. Analysis etc.	<i>To be Introduced Clause 4 to 3 & 4.</i>

Sl. No.	Chapter	Clause No.	Existing	Proposed	Remark
1	6	4	The company/vendor is required to supply the rate contract items within 30 (Thirty) days of receipt of purchase order, failing which another 7 (Seven) days can be allowed by the Chief Medical Officer with written request from the Firm in difficult/unforeseen situations. However, if any items is not supplied within a time period of 45 (Forty five) days and there is no response from the Firm, the Firm is liable to be debarred from participation in the future tenders of PPT for such a term as decided by the Chairman of the Port Trust. Such debarring will also be informed to all other major Ports/IPA/Govt. of	The company/vendor is required to supply the rate contract items within 30 (Thirty) days of receipt of purchase order, failing which another 7 (Seven) days can be allowed by the Chief Medical Officer with written request from the Firm in difficult/unforeseen situations. However, if any items is not supplied within a time period of 45 (Forty five) days, the offer will go to L-2 firm or L-3 firm, if L-2 firm fails and likewise. The Firm can be banned by the CMO to quote the same item/items in the future tenders, which can be revoked after specific request form the	

			India/Drugs Controller.	authorized official of the Firm	
2.	6	5 Risk-Purchase	If the vendor fails to supply or expresses inability to supply any rate contract item after finalization of the rate contract and informs the Chief Medical Officer that leads to purchase from other Firms/Local purchase, the Firm must be willing to bear the differential amount for the quantity in the rate contract, by adjusting the amount in the next bill or paying directly; failing which, the Firm will be liable to be debarred from participation in the future tenders of PPT. Such debarring will also be informed to all other major Ports/Indian Ports Association (IPA)/Govt. of India/Drugs Controller	Deleted	
3	6	Page-14	<p>Conditions to decide Lowest Quote in Tender in special situations</p> <p>In case of multiple Firms offering same rate for same item in the tender, preference will be given to the Firm fulfilling the following desirable conditions in the order as mentioned below;</p> <ol style="list-style-type: none"> 1. USFDA Approval 2. Import License in Form no 10 (According to rule 23 & 27). 3. ISO accreditation 4. If listed in ORG-MARG Analysis/CE Mark/I.M.S. Analysis etc. <p>If, many Firms full fill the above conditions, tender will be awarded the Firm, who</p>	The matter remains same, marked as Clause No-7	marked as Clause No-7

			was in rate contract and supplied the items satisfactorily in the previous year; failing which, the quantity in the tender will be equally distributed among them.		
4	6	Page - 14	Any violation of the above conditions will make the firm liable for debarring/blacklisting from participating in the tenders of Paradip Port Trust for 5 years. The matter will be intimated to the Drug Controller, PSUs, other major Ports, Indian Ports Association, Govt. of India and H&FW Department.	Any violation of any of the terms and conditions of empanelment/ pre-qualification the above conditions will make the firm liable for de-empanelment from Paradip Port Trust Hospital or action as decided by the competent authority.	<i>To be put as Clause No-8</i>
5	6	Page - 14	Any canvassing, illegal gratification or bribing in any form, by any Firm will make the Firm liable for action deemed proper.	The matter remains same, marked as Clause No-9	<i>To be put as Clause No-9</i>
6	6	Page - 14	The pharmaceutical Firms shall give an undertaking that they have not made any payment or illegal gratification to any person/authority connected with the contract process, so as to influence the contract process and have not committed any offence under the PC Act in connection with the bid.	The matter remains same, marked as Clause No-10	<i>To be put as Clause No-10</i>
7	6	Page - 14	The Pharmaceuticals companies will disclose any payments made or any payment proposed to be made to any intermediaries (agents etc.) in connection with the bid.	The matter remains same, marked as Clause No-11	<i>To be put as Clause No-11</i>

8.	6	Page - 14	The legal jurisdiction of this contract shall be Kujang, Odisha only.	The matter remains same, marked as Clause No-12	<i>To be put as Clause No-12</i>
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4. As per provisions of amendments in the manual, Chief Medical Officer has the right to make any amendment/modification, whenever required in consultation with Hospital Technical Committee after due approval by the Chairman of Port trust. Till such time the manual cannot be changed in any manner.

Chief Medical Officer