



ଓଡ଼ିଶା ବିଦ୍ୟୁତ ଶକ୍ତି ସଂଚାରଣ ନିଗମ ଲିଡ.

ODISHA POWER TRANSMISSION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Regd. Office: OPTCL TOWER, Janpath, Saheed Nagar, Bhubaneswar-751007

Telephone: (0674) 2540051 (EPABX), Website: www.optcl.co.in

CIN: U40102OR2004SGC007553

e -TENDER NOTICE NO: HRD-01/2024-25

Odisha Power Transmission Corporation Limited, Bhubaneswar invites bids (in e-Tendering mode only) under two part bidding system from the reputed Firms / Agencies for Empanelment of Chemist/ Medicine Supplier for Supply of Medicines / Drugs and Medical Consumables to Power Hospital, OPTCL. The bidder (s) can free view / download the tender documents from official Website of OPTCL “www.optcl.co.in” / e-tender portal of OPTCL “www.tenderwizard.com/optcl”.

1) The intending bidder (s) shall have to pay the non-refundable tender cost of ₹7080/- (Rupees Seven Thousand Eighty) only including GST @ 18% to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card)].

2) The bidders shall have to submit the non-refundable tender processing fee of ₹1426/- (Rupees One Thousand Four Hundred Twenty Six) only including GST through e-payment mode directly to K.S.E.D.C. Ltd, Bengaluru.

(Note: For tender processing fee to K.S.E.D.C Ltd, Bengaluru, the bidder can use various modes of e-payment facility available on Tender wizard portal i.e. by Credit Card, Debit Card and Net Banking)

3) The prospective bidder (s) are advised to register their user ID, Password, Company ID with e-tender portal of OPTCL “www.tenderwizard.com/optcl” by clicking on hyper link “Register Me”.

4) Any clarifications on the scope of work and technical features of the tender can be heard from the undersigned during office hours.

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SENIOR GENERAL MANAGER (HRD)

TENDER SCHEDULE

Sl No	Particulars	Details
1	Name of the work	Supply of Medicines / Drugs and Other Medical Consumables to Power Hospital, OPTCL, Bhoinagar, Bhubaneswar-22 as per the Specification, Terms & Conditions in phased manner (as and when required).
2	E-tender Notice No. & specification	HRD-01/2024-25 & Tender specification for Supply of Medicines / Drugs and Other Medical Consumables.
3	Destination	OPTCL Hqrs. Office, Bhoinagar, Bhubaneswar-22.
4	Estimated Cost of the Work. (IN INR)	₹12,08,120/- per Annum
5	Cost of Tender documents (IN INR)	₹7080/- (Rupees Seven Thousand Eighty) only including GST [to be paid online through e-payment gateway link provided in e-tender portal. (by using Net Banking, Debit Card or Credit Card)] (non-refundable)
6	Tender Processing fees.	₹1426/- (Rupees One Thousand Four Hundred Twenty Six) only including GST. Note: For payment of tender processing fee to K.S.E.D.C Ltd. Bengaluru, the bidder can use various modes of e-payment facility available through Tender wizard Portal, i.e. by Credit Card, Debit Card, Net Banking.(non-refundable)
7	EMD	₹12,081/-
8	Request for Online Bid Document	From Dated. 08.08.2024, 12.00 Hrs. To Dated. 22.08.2024, 17.00 Hrs.
9	Issue of Online Bid Document	From > Dated. 08.08.2024, 12.01 Hrs Up to > Dated. 22.08.2024, 17.00 Hrs
10	Date, Time and Place for Pre-Bid Conference	NA
11	Receipt of bids	>> Up to Dated. 22.08.2024, 17.30 Hrs
12	Opening of Technical Bids (Part-I)	On or after Dated. 23.08.2024, 11.00 Hrs
13	Opening of Price Bids (Part-II)	Techno commercially responsive bidder(s) shall be intimated in e-tender portal.

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SENIOR GENERAL MANAGER (HRD)

TENDER SPECIFICATION
FOR SUPPLY OF MEDICINES/DRUGS AND
MEDICAL CONSUMABLES TO POWER
HOSPITAL, OPTCL
ON RATE CONTRACT BASIS

SECTION-I

Instruction to Bidders

(1) General Information:

- a) OPTCL requires the service of reputed, well established, financially sound Chemist / Medicine Supplier to supply Medicines / Drugs and Other Medical Consumables to Power Hospital, OPTCL in phased manner (as & when required) as per the specification mentioned.
- b) The interested bidders may visit General Admn. Branch, OPTCL Hqrs. Office, Bhubaneswar for the tender document or any other enquiry.

(2) Eligibility Criteria:

- (a) The Bidder must upload valid Drug License / Pharmacy License.
- (b) The Bidder must have at least 01 (one) year experience in the last 5 (five) years in providing similar service in Government Departments, Public Sector Undertakings, reputed Corporate House and Autonomous body etc. for the purpose.
- (c) The Bidder must have their own Bank Account.
- (d) The Bidder must have registered with Income Tax and GST.
- (e) The Bidder must be a regular IT return filer. Copy of IT & GST returns acknowledged for the last three financial years 2020-21, 2021-22 & 2022-23 must be uploaded.
- (f) The Bidder must upload its Bank details along with IFS code, Branch Code that is RTGS details along with a crossed cheque.
- (g) All the pages of the tender documents should be signed by the bidder or his/its Authorized signatory. In case the tender documents are signed by the authorized signatory, a copy of the power of attorney/authorization must be uploaded.
- (h) A copy of the terms and conditions shall be signed on each page and uploaded with the documents as token of acceptance of terms and conditions.
- (i) There shall not be any criminal case pending against the company / firm / Agency. Blacklisted Company / Firm / Agency shall not be allowed to participate in tender process. In this regard a declaration by MD /Director / Proprietor / Authorized Representative of the Company / Firm / Agency shall be uploaded along with Technical bid.

3) Registration/Downloading of tender document:

(A)The bidder shall submit the bid in Electronic Mode only i.e. www.tenderwizard.com/OPTCL. The bidder must ensure that the bids are received in the specified website of the OPTCL within the date and time indicated in the Tender notice. Bids submitted by telex/telegram will not be accepted. No request from any bidder to the OPTCL to collect the Bids in physical form will be entertained by OPTCL.

OPTCL reserves the right to reject any bid, which is not submitted/deposited according to the instruction, as stipulated in the notification. The participants to the tender should be registered under ODISHA GST Laws.

- (i) For all the users it is mandatory to procure the Digital Signatures.
- (ii) Contractors / Bidders are requested to follow the below steps for **Registration**:
 - (a) > Click “**Register**”, fill the online registration form.
 - (b) Pay the amount of Rs.2360/- including GST in favor of K.S.E.D.C Ltd Payable at Bangalore.
 - (c) Send the acknowledgment copy for verification.
 - (d) As soon as the verification is being done the e-tender user id will be enabled.

(iii) After viewing Tender Notification, if bidder intends to participate in tender, he has to use his e-tendering User Id and Password which has been received after registration and acquisition of DSCs.

(iv) If any Bidder wants to participate in the tender he will have to follow the instructions given below:

- (a) Insert the PKI (which consist your Digital Signature Certificate) in your System.
(Note: Make sure that necessary software of PKI be installed in your system).
- (b) >Click / Double Click to open the Microsoft Internet Explorer (This icon will be located on the Desktop of the computer).
- (c) Go to Start > Programs > Internet Explorer.
- (d) Type www.tenderwizard.com/OPTCL in the address bar, to access the Login Screen.
- (e) Enter e-tender User Id and Password, click on “Go”.
- (f) > Click on “**Click here to login**” for selecting the Digital Signature Certificate.
- (g) Select the Certificate and enter DSC Password.
- (h) Re-enter the e-Procurement User Id Password.

(v) To make a request for Tender Document Bidders will have to follow below mentioned steps.

- Click “Un Applied” to view / apply for new tenders.
- Click on Request icon for online request.

(vi) After making the request Bidders will receive the Tender Documents which can be checked and downloaded by following the below steps:

- Click to view the tender documents which are received by the user.
- Tender document screen appears.
- Click “Click here to download” to download the documents.

(vii) After completing all the formalities Bidders will have to submit the tender and they must take care of following instructions.

>Prior to submission, verify whether all the required documents have been attached and uploaded to the particular tender or not.

>Note down / take a print of bid control number once it displayed on the screen.

(viii) Tender Opening event can be viewed online.

(ix) Competitors bid sheets are available in the website for all.

(x) For any e-tendering assistant contact help desk number (Bangalore–**080-40482000**).

The participants to the tender should be registered under ODISHA GST.

Note: While every effort has been made to provide comprehensive and accurate background information, and requirements, Bidders must form their own conclusions about the provisions needed to meet OPTCL’s requirements. Bidders and participants to this tender may consult their own legal advisers in relation to this tender before submission of Tender.

5) Participation in bid:

The Tenderers are required to submit the tender in two parts i.e. Part-I (Technical bid) and Part-II (Price Bid). Only those Firms/ Agencies who have deposited the cost of tender specification & fulfils eligibility criteria are eligible to participate in the tender.

6) Submission of Technical Bid (Part-I):

The intending Bidders are required to submit the technical Bid in the prescribed format as in Annexure-II A of tender specification and also submit copy of the following documents, along with the Technical Bid, failing which their bids shall be summarily/ out rightly rejected and will not be considered for further evaluation.

(a) **Tender document cost:** Cost of tender paper to be paid online through e-payment gateway link provided in e-tender portal (by using Net Banking, Debit Card or Credit Card).

(b) **Tender processing fee:** The bidders shall have to submit the non-refundable tender processing fee of ₹1426/- (Rupees One Thousand Four Hundred Twenty Six) only including GST through e-payment mode directly to K.S.E.D.C. Ltd, Bengaluru.

(c) **Earnest Money Deposit:** EMD to be paid through **Demand Draft** in favour of **DDO(Hqrs.), OPTCL, Bhubaneswar**. The scan copy of DD shall be uploaded in tender portal and hard copy shall be submitted at Gen. Admn. Branch, OPTCL Hqrs. Office, Bhubaneswar-22.

Documents to Accompany the Bid:

(I)**Soft copy:** The bidder has to upload scan copy of following documents in tender portal. However, if required they shall be asked to produce original certification for verification.

1	Covering letter along with power of attorney on the bidder's letter head
2	e-payment receipt in support of Tender cost and Bid processing fee as applicable
3	Copy of DD (Demand Draft) towards EMD
4	Copy of valid Drug License / Pharmacy License
5	Copy of Certificate of Incorporation of the firm / agency
6	Copy of GSTIN
7	Copy of PAN
8	Copies of IT returns for the last three assessment years
9	Copy Bank Account details
10	Copies of proof of at least 01 (One) year experience in the last 05 (five) years in providing similar service
11	Undertaking regarding non-blacklisting (On stamp paper)
12	Undertaking regarding non-pending of any judicial proceedings (On bidder's letter head)

7) Submission of Price Bid (part-II):

The tenderers are required to fill up the Price Bid in the format available in tender portal. Bidders are requested to read the terms and condition carefully before quoting their price offer.

8) Conditional Offer: Conditional offer shall not be accepted.

9) Opening of Bids.

(i) The part-I shall be opened on the date and time fixed by the OPTCL. Bids will be opened in e-tender portal on the due date of opening of tender. After scrutiny of the technical particulars and other commercial terms, clarifications, if required, shall be sought for from the bidders. The Tenderers shall be allowed to submit their clarifications in the prior to scheduled date and time notified in tender portal.

On receipt of technical clarification the bids shall be reviewed / evaluated and the bids not in conformity with the technical Specification/qualifying experience shall be rejected.

If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

All the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification on the technical proposals. The qualified bidders shall be given opportunity to submit revised price proposals within 15 days from the date of such discussion or within time frame mutually agreed, whichever is earlier. In this regard, the decision of the Management shall be final.

(ii) When the revised price proposals are received, only the revised technical and price proposals will be considered for bid evaluation. The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable, including those supplementary revised price bids, submitted subsequently, shall be opened in online mode only..

(iii) The price bids of the technically and otherwise acceptable bids shall only be evaluated. It should be distinctly understood that the part-II of the bid shall contain only details/documents relating to price. Inclusion of any of the documents/information etc. shall render the bid liable for rejection.

(iv) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Management shall be final and binding on the Tenderer.

(v) For evaluation the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.

(vi) The Tender shall be evaluated at the Corporate Office and the job may also be split among more than one Tenderer if considered necessary in the interest of the Management. OPTCL may alter the quantity of medicine / other consumable items at the time of placing orders. Initially the order may be placed for lesser numbers with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders.

10) Management's Right to Reject Bids: The Management reserves the right to reject any or all the tenders without assigning any reasons what so ever.

11) Validity of the Bids: The tenders should be kept valid for a period of **180** days from the date of opening of the tender, failing which the tenders will be rejected.

12) Price: The bidder is to quote flat discount on MRP for the medicines that can be offered for the entire list of medicines / drugs attached in Annexure-I. The flat discount to be offered will be applicable for present items as well as new items when such requirement arises. The discount quoted will be valid for entire contract period (i.e. 1 year) and an agreement in this regard shall be signed between both the parties.

13) Tenderers to be fully conversant with the clauses of the Specification: -

Tenderers are expected to be fully conversant with the meaning of all the clauses of the specification before submitting their tenders. In case of doubt regarding the meaning of any clause, the tenderer may seek clarification in writing from the Senior General Manager (HRD) OPTCL. This, however, does not entitle the Tenderer to ask for time beyond due date, fixed for receipt of tender.

14) Security deposit:

(i) The successful Bidder shall be required to furnish a security deposit @ 10% of the total purchase value in shape of Demand Draft or Pay Order drawn on any scheduled Bank in favor of the D.D.O (Head Qrs.), OPTCL and payable at Bhubaneswar covering the contract period. The same shall be submitted by the agency during office hour to the SGM (HRD), OPTCL Tower, Janpath, Bhubaneswar.

a) The sum towards Security Deposit shall be refunded only after satisfactory execution work.

b) No interest will be paid on Performance Security Deposit Amount.

c) Whenever any claim against the Agency / Firm for the payment of a sum of money arises out of or under the contract, the OPTCL shall be entitled to recover such sum by appropriating in part or whole of the Security Deposit of the Agency / Firm. In the event of the Security Deposit being insufficient, the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may fall due. Agency / Firm shall pay to the Company on demand any balance remaining due.

d) In the event of any breach of the terms of the contract by the Agency / Firm or occurrence of any loss or damage which in the opinion of the concerned Officer of OPTCL has arisen due to Agency/Firm, the decision of the OPTCL shall be final and binding on the Agency / Firm. In the event of the termination of the contract for any such breach, the Security Deposit is liable to be forfeited. The decision of forfeiture by the Company shall be final and binding on the Agency / Firm. This is without prejudice to any other rights of OPTCL under contract law.

(iii) In case of breach of any terms and conditions of the agreement, the Security Deposit of the Bidder/ Agency shall be liable to be forfeited besides annulment of the Agreement.

15) Terms of payment:

The payment will be made after receipt of medicines / drugs and other medical consumables at Power Hospital, OPTCL by the Consignee in good condition and after verification of the quality, quantity and expiry date of medicines / drugs and other medical consumables by OPTCL, through the DDO (Hqrs.), OPTCL, and Bhubaneswar-751022.

16) Other information:

(i) Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out- rightly rejected.

(ii) All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

(iii) To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

(iv) The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.

Note: Bidders are advised to study carefully the Tender documents and the condition.

SECTION –II

GENERAL TERMS AND CONDITIONS

1.0 Definition of terms:

- i) The “**Company**” shall mean “ODISHA POWER TRANSMISSION CORPORATION LIMITED (A Government of Odisha Undertaking)” having its registered office at Janpath, Bhubaneswar-751022.
- ii) “**Agency / Firm**” means successful Bidder whose bid has been accepted and shall include the bidder’s executives, administrators, and permitted assignees.
- iii) “**OPTCL**” means OPTCL Management, or any Officer authorized by the Management.
- iv) “**Contract Price**” shall mean the total amount quoted by the successful Bidder inclusive of all statutory dues but excluding GST as applicable, which has been accepted by the OPTCL in issuance of the Work Order.
- v) “**Terms & Conditions**” shall mean the General Terms and Conditions of contract, stipulated in this tender specification.
- vi) “**Specification**” shall mean the entire bid document.
- vii) “**Month**” shall mean Calendar month.
- viii) “**Writing**” shall include any manuscript, type written, printed or other statement reproduction in any visible form whether under seal or under hand.
- ix) The term “**Contract Document**” shall mean and include General Terms and Conditions of Contract, Notice inviting tender, instruction to Bidder, schedule of prices, and any special conditions applicable to the contract.
- x) “**Controlling Officer**” shall mean the Officer-in-charge of Power Hospital, OPTCL or his/her authorized representative.
- xi) “**Reporting Officer**” shall mean the concerned Officers of Power Hospital, Chandaka as the case may be, under whom supervision work shall be executed by the Bidder or any Employees’ who is directly involved with the everyday activities of the Training Centre and to be declared by the Controlling Officer to act as Reporting Officer for the purpose.

SECTION-III

1. Information Relating To Submission Of Bid:

(i) The part-I shall be opened on the date and time fixed by the OPTCL in online mode on date and time fixed by OPTCL .

(ii) On receipt of technical clarification the bids shall be reviewed / evaluated and the bids not in conformity with the technical Specification/qualifying experience shall be rejected. If any of the technical proposals requires modification to make them comparable, discussion will be held with the participating bidders.

If required all the responsive bidders shall be given opportunity to submit the revised technical and revised price proposals as a follow up to the clarification on the technical proposals.

(iii) The price bids [Part-II] of such of the Tenderers, whose tenders have been found to be technically and commercially acceptable shall be opened in online mode .

(iv) The bidders are required to furnish sufficient information to establish their eligibility. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.

(v) The price bids of the technically and otherwise acceptable bids shall only be evaluated as per the norms applicable in terms of this Specification.

2. Procedure & Opening Time of Tenders:

Tenders will be opened through online mode only. Hence the bidders are requested to visit www.tenderwizard.com/OPTCL , frequently for any update related to the tender

3. Eligibility for Submission of Bids:

Only those service providers who have deposited the cost of tender specification are eligible to participate in the tender.

4. Management's Right to Reject Bids.

The Management reserves the right to reject any or all the tenders without assigning any reasons what so ever.

5. Mode of Submission of Bids.

(A) Tenders shall be submitted in electronic mode only. (www.tenderwizard.com/OPTCL)

(B) Telegraphic or FAX tenders shall not be accepted under any circumstances.

6. e-Reverse Auction process shall be resorted to in the tender as follows.

STRATEGY FOR E-REVERSE AUCTION	
1	Bidders are required to go through the guidelines given below and submit their acceptance to the same.
2	e-Reverse Auction (RA) will be conducted in e-tender portal of OPTCL on specified date and time, while bidders shall quote from their own offices/places of their choice. Internet connectivity shall be ensured by the respective agencies/bidders themselves.
3	Demonstration/ training (if not trained earlier) of bidder's nominated person(s), shall be done by KEONICS to explain all the rules related to e-Reverse Auction/ Business Rule document to be adopted.
4	The strategy to be used for reverse auction shall be "DYNAMIC TEMPLATE BIDDING"
Procedure for electronic Reverse Auctioning (e-RA):	
5	a. The e-RA shall be conducted on www.tenderwizard.com/OPTCL only. b. Bidder has to submit letter towards agreement to the Process related Terms & Conditions for e-Reverse Auction, as per (Reverse Auction Process Compliance Form at Annexure-IVA). In non-receipt of the same, vendors will not be allowed to participate in e-RA. c. e-RA shall be carried out after opening of Price bids and completion of Price bid evaluation, which will be intimated only to the techno-commercially qualified bidders by OPTCL as per procedure given below. d. OPTCL reserves the right to conduct e-RA and it is obligatory on part of bidder(s) invited to participate in e-RA process once they have responded to the techno-commercial bid.
6	Prior intimation/ Notice for RA invitation will be given to techno-commercially qualified bidders regarding the date & time of opening of the e-RA.

The start bid price (SBP) for e-Reverse Auction of each bidder under a particular package shall be the L1 evaluated price for the subject package including Taxes & Duties for the total scope for subject Package. Taking the above discovered L1 price as the upper limit e-RA will be conducted to determine the lowest possible price.

Reverse Auction will be conducted amongst first 50% of the technically qualified bidders arranged in order of prices from lowest to highest, as L1, L2, L3-----Ln, and L1 price will be discovered. Minimum of 3 bidders shall be eligible for e RA. (eg. If 4 bidders are financially evaluated then the L1, L2 and L3 bidders shall be eligible for e-RA). Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L1 to L4).

However, in case only two bidders are found to be responsive, e-RA would be carried out with both the parties without any elimination. However, OPTCL reserves the right to invite the evaluated L1 bidder for negotiation without conducting the e-RA.

In case of price submitted by any bidder is found to be abnormal, OPTCL reserves the right to reject the bid of the bidder(s).

Rank of bidders would be displayed as per the total cost to OPTCL, i.e. including Taxes and Duties payable by OPTCL as per the provisions of the bidding document & after e-RA process is over.

7 Names of bidders/ vendors shall not be disclosed during the e-RA process. Names of bidders/ vendors shall be anonymously masked in the e-RA process.

(i) In case of RA, start/ reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The Bidder shall be able to view Bid Start Price, Bid Decrement Value, Prevailing Lowest Bid value, last Bid Placed by him and time left for bidding.

(ii) The step value of decrement in a package to be offered by bidder (the minimum amount of reduction in the total bid price including all taxes & duties during auction), shall be kept at 0.15% of L1 bidder's final evaluated price (or) at approved amount as decided by OPTCL.

(iii) Bidders can only quote any value lower than their previous quoted price. However, at no stage, increase in Price will be permissible.

(iv) At any point during Reverse Auction, bidding Price field (Total price) shall remain enabled for the bidders. The total reverse auction period will be for one twenty (120) minutes. The initial auction period (1st slot) will be of thirty (30) minutes with provision of auto extension by (10) ten minutes from the schedule/ extended closing time, if any fresh lower bid is received in last ten minutes of initial auction period or extended auction period. Total/ maximum number of auto extension will be for 9 (nine) times after the 1st slot. After end of 120 minutes, the reverse auction process shall get closed automatically without any extension.

(v) However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the period of e-reverse auction to avoid complication related with internet connectivity, network problem, system crash down, power failure etc.

8 After conclusion of e-Reverse Auction i.e (Closing Price in Reverse Auction will be taken as offered price by the L1 bidder), decrease in price of individual head of the template shall be considered proportionately on all individual line items of the respective head of the price schedule of the successful L1 bidder .

Any bid received at the tender wizard server end subsequent to closure of the e-RA shall be summarily rejected and shall not be considered as a valid bid under whatsoever circumstances. For this purpose, tender wizard server log shall prevail.

The bidder shall not involve himself or any of his representatives in price manipulation of any

	<p>kind directly or indirectly by communicating with other bidders.</p> <p>During Reverse Auction, If no bid is received within the specified time, OPTCL, at its discretion, may decide to close the reverse auction process/ proceed with conventional mode of tendering [Evaluation of Part-II (price bid) submitted by bidders earlier].</p>
9	<p>Consequent upon completion of e-Reverse Auction, OPTCL's decision on award of contract shall be final and binding on the bidders.</p> <p>OPTCL shall be at liberty to call the L1 bidder for further process/ negotiation and also at liberty to cancel the e-reverse auction process/ re-tender at any time, without assigning any reason thereof. OPTCL can decide to reschedule or cancel any reverse auction: the bidders shall be informed accordingly.</p> <p>OPTCL/ Service Provider shall not have any liability to bidders for any interruption or delay in access to the e-Tender site/ Reverse Auction link irrespective of the cause.</p>

SECTION-IV

1. Other Terms And Conditions

- (i) On execution of the work order, the successful Bidder shall have to execute an Agreement as per specimen enclosed within the time period of 15 days from the date of acceptance of work order.
- (ii) No request for any variation in quoted rates or withdrawal of Tender on any ground of the Bidder shall be entertained.
- (iii) The Agency / Firm has to execute the contract by himself and not by any sub-agency. If at any time the agency will be found to have engaged sub-agency, then the contract will be terminated by the OPTCL with forfeiture of Security deposit.
- (iv) Any deviation from the contract will be viewed seriously and the OPTCL Management will terminate the contract by issuing one month's notice to the Agency / Firm within the contract period.

2. Validity Of The Tender :

The Tender shall be kept valid for a minimum period of **180 days** from the date of opening of the Tender failing which the Tenders will be rejected.

3. Delivery Of Materials:

The delivery of the full quantity medicines / drugs and other medical consumables shall be made within 7 days from the date of issue of the purchase order.

4. Validity of Medicines / Drugs and other Medical Consumables: Expiry date of medicines should be two year hence from the date of supply.

5. Period of Contract: The period of contract shall be initially for a period of 01 (One) Year. The Purchase Order will be given by OPTCL on 03 months recurring basis or as & when required. The Contract may further be extended for another one year on mutual consent of both the parties, subject to satisfactory performance of firms. An agreement shall be signed between both the parties (the OPTCL and the firm) on non-judicial stamp paper of Rs.100/- (Annexure-V).

6. Price Reduction Schedule

Due to any delay in delivery of materials which are remaining undelivered within the stipulated delivery period, price reduction schedule @ 0.5% of the taxable value of the contract price of the undelivered materials for each Calendar week of delay or part thereof subject to maximum of 5% of the contract which remain undelivered shall be recovered. **The date of receipt of materials in Power Hospital will be treated as date of supply.**

7. Verification

The medicines / drugs and other medical consumables found defective and not in accordance with the specification at the time of verification, will not be accepted and the concerned supplier has to take back the rejected materials within 7 days from the date of rejection at his own expenses failing which OPTCL will not be held responsible for any loss of materials. In case such materials are accepted, the supplier shall be liable to pay such penalty as may be decided by the Management of OPTCL. This penalty shall be in addition to the penalty mentioned in the foregoing clauses. The verification of the materials will be done by the appropriate committee of OPTCL.

8. Subletting :

The work or any part thereof shall not be sublet, transfer or assign in any manner or degree to any agency.

9. Consignee:

The AM (HRD), General Branch, Hqrs. Office of OPTCL, Bhubaneswar shall be the Consignee.

10. Despatch Instruction

The materials shall be delivered securely packed and freight paid to the consignee along with Challan in duplicate and bills in triplicate for releasing payment.

11. Termination for default

(i) OPTCL, without prejudice to any other contractual rights and remedies available to it, may, by written notice of default sent to the agency, terminate the contract in whole or in part, if the Contractor / agency fails to provide the materials or not able to perform any other obligation(s) as specified in the tender, or within any extension thereof granted by OPTCL.

(ii) In the event OPTCL terminates the contract in whole or in part, OPTCL may procure materials similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the Contractor/agency shall be liable to OPTCL for the extra expenditure, if any, incurred for arranging such procurement.

12. Termination for insolvency:

If the Contractor/agency becomes bankrupt or otherwise insolvent, OPTCL reserves the right to terminate the contract at any time, by serving written notice to the Contractor/agency without any compensation, whatsoever, to the Contractor/agency, 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 OPTCL

13. Force Majeure:

In case OPTCL does not require Agency / Firm services due to unforeseen and unavoidable events beyond the control of the OPTCL, no amount (the contract rate), shall not be paid to the Agency / Firm for such period.

14. Dispute Settlement:

Any dispute or difference arising out of this contract shall be mutually settled, but if any disagreement arises on such settlement, the decision of the CMD, OPTCL or his authorized representative shall be final & binding.

15. Jurisdiction:

Suits, if any arising out of this contract shall be filed by either party in a Court of Law to which jurisdiction of civil court at Bhubaneswar, Odisha extends.

16. Paying Officer:

The **Drawing & Disbursing Officer (Head Qrs.)**, OPTCL is the Paying Officer for the purpose.

17. Bid Price :

The interested Agencies / Firms are requested to quote 'FIRM' price. No deviation from firm price will be entertained. The rate quoted by the Agency / Firm should be inclusive of cost of materials, taxes, delivery charges (if any) and FIRM. No escalation of rate shall be allowed during the currency of the contract. Quoted rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in execution and completion of the contract.

18. Criterion Of Selection :

(i) The OPTCL reserves the right to accept or reject any or all bids without assigning any reasons.

(ii) The OPTCL also reserves the right to reject any bid (including the lowest one) which in its opinion is not responsive or violating any of the conditions/specifications or the quoted rate found to be unreasonable and carrying the intention only to become lowest one in the bidding process.

(iii) Incomplete Tenders would be rejected.

(iv) OPTCL will reject out-rightly the bids quoting the extremely low that may be apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.

(v) OPTCL also reserves the right reject the L1 bidder that may be apparently not cover and justify the legitimate expenses of the bidder including other overheads etc.

(vi) If no rates quoted by the Agency / Firm in the bids, the said bid shall be treated as non-responsive.

(vii) Price bids in any other format other than the prescribed one will not be considered for evaluation.

(viii) The total rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.

19. Discretion Of Authority

The authority reserves right:

- I. To reject/ cancel the Tender without assigning any reason.
- II. To increase or decrease the quantity of material or to split up the quantity of material covered under the tender without assigning any reason thereof.
- III. To cancel the Purchase Order in the event of unsatisfactory supply / delay in supply of materials or non-observance of relevant clauses of the Purchase Order.

However, OPTCL reserves the right to add or delete or alter in any clause of Terms and Conditions of Tender Specification, if deem fit in the interest of the OPTCL.

SECTION-V

ANNEXURE - I

List of Medicines/ Drugs

Sl. No.	Name of the item	Brand Name	Qty. Required
1	Tb.S-Amlodipine 2.5 mg	S-Amcard 2.5	4000
2	Tb. Olmesartan 20	Olmegeest 20	750
3	Tb. Olmesartan 40	Olmesafe 40	300
4	Tb. Metoprolol 25	Met-XL 25	720
5	Tb. Telmisartan 40	Tetan 40	6000
6	Tb. Telmisartan 40 mg + Chlorthalidone 6.25 mg	CTD-T(6.25/40)	2100
7	Tb. Telmisartan 40mg + Chlorthalidone 12.5mg	CTD-T(12.5/40)	1100
8	Tb. Losartan 50mg + Chlorthalidone 6.25mg	CTD-L(6.25/50)	120
9	Tb.Losartan 50 mg + Chlortalidone 12.5 mg	Repace-H(12.5/50)	120
10	Tb. Bisoprolol 2.5	Bisoheart 2.5	300
11	Tb. Nifedipine 20	Calcigard Retard(20)	200
12	Tb. Rosuvastatin 10mg + Fenofibrate 160mg	Rosustat-F 160	1200
13	Tb. Rosuvastatin 10	Rosustat10	1200
14	Tb. Glimipride 1 + Metformin 500mg	Glycomet GP1	3000
15	Tb. Glimipride 2 + Metformin 500mg	GlycometGP2	2400
16	Tb.Metformin 500	Glycomet SR 500	500
17	Tb. Dapagliflozin 10	Udapa 10	1000
18	Tb.Dapagliflozin+Metformin	Udapa-M(10/500)XR	720
19	Tb.Dapagliflozin+Sitagliptin+Metformin(10/100/500)	Udapa Trio	700
20	Tb. Vildagliptin 50mg + Metformin 500 mg	Vilatin-M(50/500)	1500
21	Tb. Voglibose 0.2 mg	Vobose0.2	900
22	Tb. Voglibose 0.3 mg	Vobose0.3	400
23	Tb. Thyroxin 25	Eltroxin 25	20 bottles
24	Tb. Thyroxin 50	Eltroxin50	25Bottles

Note: The above list of medicines are required for a tentative period of 03 months. However, as per T&Cs the Purchase Order may vary as per requirement of OPTCL. The agency has to provide the medicines/ drugs and medical consumables other than the above medicines (if new requirement arises) at the same discount rate.

TENDER DOCUMENT
QUOTATION FOR SUPPLY OF MEDICINES/ DRUGS AND MEDICAL CONSUMABLES FOR
POWER HOSPITAL, OPTCL
TECHNICAL BID

1. Name & Address of the Tenderer Organization/ Agency with phone number, fax number, e-mail etc.	
2. Name and designation of contact person with telephone/mobile number etc.	
3. The bidder must have valid Drug License / Pharmacy License, valid at least till end of the contract period.	
4. The bidder shall have minimum 01 (One) year of experience in the last 05 (Five) years for providing similar services in Government Departments , Public Sector Undertaking, Reputed Corporate House and Autonomous	Attested copy of supporting documents indicating business in similar services. Copy of supporting work order, completion certificate as applicable shall be furnished
5. Bidder should be registered with the income Tax, Goods and Services Tax.	Copies of PAN, GSTIN, IT & GST Returns of the last 3 years.
6. Bidder must not be under any declaration of In eligibility by any authority and should not be blacklisted with any of the government department/office and has no criminal case pending in any court of law as on date of proposal.	Undertaking needs to be provided in letter head of bidder.
7. The Bidder must have their own Bank Account.	Attested supporting Documents
8. The Bidder must be a regular IT return Filer, Copy of IT Returns Acknowledged,	Duly attested supporting documents.
9. The Bidder must have provided their Bank Details along with IFS Code, Branch Code, RTGS details along with a crossed cheque.	Self-attested supporting Documents.
10. The Bidder must duly authorized their signatory.	Power of attorney / authorizations must be enclosed along with the tender.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

2. Terms & Conditions (each page must be signed and sealed)

3. Financial Bid.

(Signature of Tenderer with seal) Name:

Seal:

Address:

Phone No (O):

PRICE BID FORMAT

(To be submitted in online mode only)

FINANCIAL BID for supply of Medicines / Drugs and Medical Consumables to Power Hospital, OPTCL, Bhubaneswar.

1. Name of Bidder:
2. Address For Communication:
3. % of Flat discount desired to offer on MRP:

N.B: - 1) MRP should be inclusive of all Taxes.

2) Transportation charges (if any) should also be borne by the firm.

Declaration by the Tenderer:

This is to certify that I/We before signing this tender, have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Note:- OPTCL will out-rightly reject the bids quoting extremely low, unworkable Service Charges/any other component in price Bid that may apparently not cover and justify the legitimate expenses of the bidder including other overhead. Hence quoting of negligible amount by the agency towards Service charges/any other component in price Bid shall be considered as irresponsible Bidder, the bid shall be liable for rejection.

(Signature of Tenderer with seal)

UNDERTAKING

[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]

I, hereby undertake that, our organisation has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

BIDDER'S COVERING LETTER

To,
The Senior General Manager (HRD)
OPTCL, Hqrs.
Bhubaneswar

Dear Sir,

Ref: Tender no: _____

Having examined the above specification together with tender conditions referred to therein I/We the undersigned hereby offer to supply of Medicines / Drugs and Medical Consumables to Power Hospital, OPTCL covered therein complete in all respects as per the specification, terms, conditions and at the discount rate quoted by us in the tender.

I/We undertake to deliver the Medicines / Drugs and Medical Consumables in phased manner as and when required (as outlined in the Purchase Order) within the time specified in the tender.

I/We hereby guarantee the particulars given in the tender supported with necessary documents from concerned authorities.

I/We undertake that, if our bid is accepted we shall submit the performance security deposit as per the conditions mentioned in the contract.

In the event of purchase / work order being decided in my favour I/We agree to deposit the Security Money in the manner acceptable to OPTCL and for the sum as per the conditions mentioned in the contract failing which I/We clearly understand that the said purchase / work order will be liable to be cancelled.

We agree to abide by this bid for a period of 180 days from the date of bid opening and it shall remain binding and in full force and may be accepted at any time before the expiry of that period.

Bid Security Declaration

*I/We further declare that, we will not modify/withdraw the bid after opening of techno-commercial bid(i.e. part-I bid) during its validity period and in such an event we agree that OPTCL would be free to debar us from participating in the tenders floated by OPTCL for a period of three years .

Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration, corrections or modifications.

Dated this Day of (the month and year) Signature of Authorized Signatory

.....

In capacity of

Duly authorized to sign the bid for and on behalf of.....

The cost of bid document: Rs. _____ / -

(Reverse Auction Process Compliance Form)

(To be submitted on letter head of the bidding company with sign and stamp and along with Technical bid)

To,
Sr.GM (HRD), OPTCL,
Bhubaneswar, Odisha

Sub: Agreement to the Process related Terms & Conditions for e-Reverse Auction.

Dear Sir,

This letter is to confirm that:

- The undersigned is authorized representative of the company.
- We have studied the Commercial Terms and the Business rules governing the Reverse Auction as mentioned in your tender and confirm our agreement to that.
- We also confirm that we have gone through the auction manual and have understood the functionality of the same thoroughly.
- We, hereby, confirm that we will honour the Bids placed by us during the tendering/ e- Reverse auction process as called as e-RA.
- We also confirm that we will accept our Rank / Position that will be displayed when the Bidding Time for the Online Reverse Auction is over.

With regards,
with company seal Name & Address
package.

Signature with Designation
Person having power of attorney for the subject

Agreement for supply of Medicines/ Drugs and Medical Consumables to Power Hospital, OPTCL

This agreement is made at Bhubaneswar, Dist.- Khurdha, Odisha on __/__/____.

BY AND AMONGST

- 1) Senior General Manager (HRD),
OPTCL Hqrs. Office, Bhubaneswar-22.
(Hereafter refer to as First Party)

AND

- 2) _____

(Hereafter refer to as Second Party)

And whereas the Second Party has read the terms and conditions of this agreement and is willing to enter in contract with the First Party for the supply of various categories of Medicines/ Drugs and Medical Consumables (tentative medicine/drug list enclosed at Annexure-I) to the First party at the prescribed rates as finalized through the e-Tender Notice no. ----- dated --/--/2024 opened on date --/--/2024.

That the Second party agrees to abide by the terms and condition of the e-Tender Notice no. ----- dated --/--/2024 opened on date --/--/2024 and failing which the first party reserves the right to terminate the contract at its discretion without assigning any such reason or issuing any prior notice to the First party. However, the Second party is not permitted to withdraw from the contract at any such point till the validity of contract. Any such action on the part of second party shall lead to forfeiture of the security deposit in full in addition to recovery of the losses made by the first party and blacklisting of the second party from all the trades to first party.

That the tenure of the contract starts form date --/--/2024 for the period of 01 (one) year unless terminated or extended by the First party. The contract may be extended for another one year on mutual consent of both the parties, subject to satisfactory performance.

That the Second party agrees to pay the Performance Security amounting of 10% of total contract value in shape of bankers Cheque / Bank Draft drawn in favour of DDO (Hqrs.) OPTCL, Bhubaneswar payable at Bhubaneswar. The First party shall return the performance security to the Second party without interest on claim made by the second party after successful completion of the contract period. However, the First party reserves the right to forfeit the performance security in part or full at its discretion in case of termination of the contract on the part of Second party or unsatisfactory service rendered by the Second party.

That the Second party is not allowed to engage any sub-contractor or transfer the contract to any other person/party in any manner for whatsoever the reasons.

That the Second party agrees to supply the Medicines/ Drugs enlisted (Annexure-I) and Other Medical Consumables (as & when required) at a flat discount rate _____ on MRP of medicines to the First party till the end of contract. The flat discount rate offered by Second party will be applicable for present items as well as new items when such requirement arises.

That Second party agrees to supply within the delivery period as mentioned in the purchase order.

That Second party agrees Medicines / Drugs and other Medical consumables such that expiry date of items should be two year hence from the date of supply.

That Second party agrees to supply Medicines/ Drugs and Other Medical Consumables as per the specification (company / brand of medicines) outlined in the Purchase Order.

All the supplies shall clearly display the name of brand, name of drug, name of manufacture, manufacturing date, expiry date and batch number.

Signed in the presence of:

Signed & Sealed by the party of the First party.

1. _____

2. _____

Signed in the presence of:

Signed & Sealed by the party of the Second party.

1. _____

2. _____

Note:- OPTCL may add / delete clauses any time.

Format for SFMS details
(The Unique Identifier for field 7037 is “OPTCL541405793”)

Sl. No	PARTICULARS	TYPE	DETAILS
1	Type of Bank Guarantee	Mandatory	Contract Performance
2	Currency & Amount	Mandatory	
3	Validity Period(from—to --)	Mandatory	
4	Effective Date	Mandatory	
5	End date of lodgment of Claim	Mandatory	
6	Place of lodgment of claim	Mandatory	Bhubaneswar, Branch Name of Bhubaneswar Branch code of Bhubaneswar Branch Address at Bhubaneswar
7	Issuing Branch IFSC Code	Mandatory	
8	Issuing Branch name & address	Mandatory	
9	Name of applicant and its details	Mandatory	
10	Name of Beneficiary and its details	Mandatory	
11	Beneficiary's Bank/Branch and IFSC Code	Mandatory	ICICI Bank Ltd IFSC Code-ICIC0000061
12	Beneficiary's Bank/Branch name and address	Mandatory	ICICI Bank Ltd Bhubaneswar Main Branch, Bhubaneswar
13	Sender to receiver information	Mandatory	
14	Purpose of Guarantee	Mandatory	Contract Performance
15	Reference/Description of the underlined tender/contract	Mandatory	LOA No----