

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

(A Govt. of India Enterprise)

P.O. Thakurani, Via- Barbil-758035. Dist.- Keonjhar (Orissa)

Telephone No. : 06767-275530, 275218, 276131

Regd. Office: Sourav Abasan, 2ND Floor, AG-104, Sector-II, Salt Lake City, Kolkata-700091

TENDER NOTICE

Sealed Tender's are invited from reputed Manufacturers/Authorized Dealer/Distributor for Annual Rate Contract for Supply of Medicines for CENTRAL HOSPITAL, Thakurani & Roida Hospital of OMDC near Barbil, District Keonjhar, Odisha.

| TENDER NOTICE | PURCHASE CONTRACT | LAST DATE FOR SUBMISSION OF TENDER DOCUMENT |
|--|---|--|
| OMD/S-1/083/047/17-18 Dt.12/12/2017 | Annual Rate Contract for Supply of Medicines, Surgical Accessories & Dressing items. | Up to 3.00 P.M. Dated .27/12/2017 |

Tender documents can be obtained from the office of **The Manager (F), The O.M.D. Co. Ltd. Thakurani, Via - Barbil, Dist. Keonjhar, (Orissa)**, on payment of Rs. 525.00 (Rupees Five Hundred Twenty Five, inclusive GST) only in cash or Demand Draft from any Nationalised Bank payable at State Bank of India, Barbil. It can also be downloaded from our website www.birdgroup.co.in which should be enclosed with the cost of tender document in shape of demand draft at the time of submission of tender. All other terms & conditions shall be as per the Tender Schedule of the aforementioned Tender Notice.

BUSINESS HEAD

CHAPTER - I

Tender for Purchase of Medicine

Sealed Tenders are invited from reputed Manufacturers/ Auth. Dealers/Retailers for Annual Rate Contract for Supply of Medicines, Surgical Accessories & Dressing items to our Central Hospital Thakurani & Roida Hospital.

Scope of Supply:

- a) Name of Item : Medicines and Accessories as per order mentioned in the list.
 - b) Quantity : As and When Required at our Hospital.
 - c) Technical Description : As Mentioned in "Annexure - I"
- 3. Delivery Schedule : 10 Days from the date of issue of P.O/LOI**
- 4. Tender opening date and time: At 4.00 p.m. on dated 27.12.2017**
- 5. Period of validity : The price quoted by the Tenderer shall remain valid for a period of 01 year from the date of submission of Tender.**

The Tenderer shall submit the Tender in two parts consisting of Part-I (Techno-Commercial) and Part-II (Price Bid) each in separate envelope duly sealed and super scribed with the respective Tender Number. All the two envelopes containing Part-I & Part-II shall be put in a third envelope duly sealed, super scribed with Tender Notice No. Name of the job, date of opening and addressed to Business Head, OMDC Ltd., At/P.O. Thakurani, Via - Barbil, Dist. Keonjhar, Odisha, Pin-758 035. Tender not submitted with Part-I and Part-II in separate covers properly sealed as prescribed above shall be considered as invalid and rejected. Tenders can be submitted either by post, courier service or deposited in the Tender box in this office. No modification to description of item and unit shall be made. Tenders not received in prescribed form may be liable for summarily rejected.

Tenders will be received up to **3.00 P.M. on dated 27.12.2017** and Part-I (Techno Commercial Bid) will be opened on the same day at 4.00 P.M. in the presence of Tenderers or their authorized representative who may choose to be present. The Tenderers will be informed about the date & time of the Part-II (Price Bid) opening in advance by letter / Fax / Telephone.

Tenderer should indicate the Bank, Branch and Account No. to which they would like the amount to be credited. Conditional Bids not adhering to the Tendered terms and conditions are liable to be rejected. The Management reserves the right to reject any or all the Tenders without assigning any reason whatsoever. The Tender shall be signed by the tenderer in each page and will not alter any condition of the tender failing which tender will be rejected.

SIGNATURE OF THE TENDERER WITH SEAL

CHAPTER - II

Terms and Conditions for Supply, of Medicine Surgical Accessories & Dressing items to our Central Hospital Thakurani & Roida.

1. Scope of Supply:

- a) **Name of Item** : Medicines and Surgical accessories as per order mentioned in the monthly requirement list (As per Anx.-I). The alternate medicines of same composition for a particular month may be accepted only after the written confirmation of our Doctor. The cost of alternate medicine should not exceed 20% of order value. The supplied medicines should have sufficient time for date of expiry (more than 6 month).
- b) **Quantity**: The require quantities of different medicines will be manufactured in monthly requirement list. The total cost of the medicines/ accessories will be around Rs.80, 000/- per month.

2. Delivery Schedule: The successful bidder should deliver the medicines at our central store within 10 days of the receipt of the purchase order (The order may be placed by mail/by post/ by hand)

3. Tender opening date and time: 27.12.2017 at 4.00 PM.

4. Period of validity: The price quoted by the Tenderer shall remain valid for a minimum period of 1 Year from the date of opening of Tender.

5. Earnest Money: Tender in the prescribed format complete in all respect accompanied with earnest money of **Rs. 20,000.00** (Rupees Twenty Thousand Only) in the form of Bank draft/Pay order drawn on any Scheduled Bank in favour of "The Orissa Minerals Development Company Limited", payable at Barbil should reach the office of the *Manager (Finance), The Orissa Minerals Development Company Limited, Thakurani, Barbil, Dist - Keonjhar (Odisha)* on or before 3.00 P.M dated 27.12.2017

The EMD of unsuccessful bidder shall be refunded immediate after finalisation tender. The EMD of successful bidder shall be converted into Security Deposit (Interest Free), which shall be refunded after completion of ARC period. The agency should submit details of account status duly certified by the concerned bank as per the statement enclosed in "Annexure - II", for online/Electronic Fund transfer for refund of EMD and release of other payments.

If the tender will be cancelled by the purchaser (OMDC) for the cause what so ever, the EMD paid along with the tender will be refunded.

6. Eligibility Criteria: The Tenderer should submit the following documents along with the tender.

- I) The tenderer should be a reputed manufacture/auth. dealer/ distributor/retailer of Branded Medicines.

- II) The tenderer should submit proper Drugs License.
- III) The Tenderer must submit certificate towards proof of experience of supply of Medicines to PSU Company's/Other Reputed Firm for a period of at least 3 months. The tenderers are requested to submit experience certificate along-with the order copy.
- IV) Proof of payment made to OMDC towards cost of Tender document & EMD.
- V) A declaration to be submitted (Annexure-I) that the bidder has carefully read all terms and conditions of the Tender document and he is fully satisfied and accepted all terms and condition of the Tender. The tenderer shall not alter the tender document in any manner.
- VI) Registered Partnership Deed in case of partnership firm & Memorandum of association in case of a Joint Stock Company, an affidavit in case of a proprietorship firm to be submitted.
- VII) Copy of PAN as per Income Tax Act.
- VIII) Sales Tax Registration Certificate (GST).

Note : Submission of any forged document will attract legal action including rejection of Tender or cancellation of contract at the risk and cost of the contractor if awarded.

7. Additional Documents required:

- i) Photo Copy of the latest Income Tax Return.
- ii) Certificate in support of the tenderer, whether the tenderer is Manufacturer/auth. Dealer./assembler/Retailer.

8. Evaluation of the Tender : On the basis of the "price bid" submitted by various bidders, L- 1 will be decided on the basis of Highest offered discount inclusive of all taxes and duties separately for Branded and Generic.

09. Price Bid : The bidders are required to quote strictly as per the price bid at Part-II of the tender inclusive of all taxes, duties, freight, insurance etc on FOR destination basis i.e. Central Hospital, OMDC Ltd,Thakurani, Via: Barbil, Dist : Keonjhar (Odisha).

SIGNATURE OF THE TENDERER WITH SEAL

CHAPTER - III
General Conditions.

1. (A) **SCOPE OF SUPPLY**

- a) Under Annual Rate Contract the supplier will supply the Branded medicines as per order mentioned in the list for the contract period on **Highest Discount** on MRP basis to our Central Hospital Thakurani, and Roida Hospital. Keonjhar (Odisha-758035)
- b) The offer shall be for 01 Year from the date of issue of Purchase Order. However, OMDC reserves the right to extend the contract for another period of 1 year, if the performance of the agency during the contract period is found satisfactory.
- c) The tenderer shall carefully study the tender documents and shall satisfy himself of the suitability of the Medicine, Surgical Accessories & Dressing items.

(B) **DATE OF COMENCEMENT**

Date of commencement of supply of medicines will be mentioned on the Purchase Order.

2. **REASONABILITY OF PRICES**

- (a) Please quote **Maximum Discount** you can provide on MRP prices of items on Door Delivery Basis to our Central Store, Thakurani, Barbil, Keonjhar ,Odisha-758035
 - (b) The rate quoted in the Tender by the Tenderer shall be in figure as well as in words.
3. Tenders containing overwriting, correction or erasing, without authentication with full signature on the page(s) of "**Price Bid**" and amount / quantity not shown in figures and words will liable for rejection.
 4. The rate in the Tender shall cover all statutory duties / taxes / levies, as on date of Tender, including insurance.
 5. Any request from the Tenderer in respect of additions, alternations, modifications, corrections etc. of either terms and conditions or rates of his Tender after opening of the Tenders, shall not be entertained under any circumstances.
 6. Conditionals bids not adhering to Tendered terms & condition are liable to be rejected.
 7. Tenderer will sign along with the seal of the Company on all the pages of Tender documents as token of its acceptance.
 8. OMDC reserves right to ask for clarification regarding shortfall documents if any from any bidder at the time of Techno Commercial Evaluation.

9. **PENALTY CLAUSE FOR LATE DELIVERY (LD)**

- (a) Subject to operation of Force Majeure, time for delivery and acceptance is the

essence of this contract. The supplier shall arrange to arrange the ordered materials within the delivery period mentioned in the order unless extended with/without penalty.

- (b) In case of delay in supply on part of the supplier, a penalty @ 2% per week of Order value will be charged for delayed period subject to maximum of 5%.
- c) At least 80% medicines/accessories of the purchase order should be supplied within the time period.
- d) The company reserve the right to cancel or blacklist the bidder after 3 reminders when the bidder deviates from the above clauses of the tender and forfeit the security deposit without assigning any reason whatsoever.
- e) In case of less quantity supplied, OMDC reserve the right to purchase the deficit quantity from local market. The excess amount paid beyond the agreed price will be deducted from the party's bill.

10. Terms of Payment

100% of the supply price value shall be paid within 30 day's against receipt and acceptance of Medicine at Central Store, Thakurani of OMDC Ltd. with necessary verification in presence of the Medical Officer as well as agency's representative.

11. **Consignee:** Sr. Manager (Materials), The O. M. D. C. Ltd.
Thakurani Iron & Mn. ore Mines,
P.O. Thakurani, Via - Barbil,
Dist. Keonjhar, State - Orissa

Paying Authority: The Manager (Finance) The O. M. D. C. Ltd.
At/Po: Thakurani, Via: Barbil,
Dist: Keonjhar (Orissa) - 758 035.

All queries / clarifications as regards this tender may be referred by the tenderer to The Sr. Manager (Materials), OMDC, At/Po: Thakurani, Via: Barbil, Dist: Keonjhar (Orissa).

All tenderers are requested to take special note of the above procedure and observe the same strictly.

12. Taxes

The successful tenderer shall pay all taxes, duties, charges or levies that may be assessed or imposed on them by the Government of India/State Government. The tenderer shall clearly furnish the details of the taxes and duties presently payable.

13. Legal Capacity

The tenderer shall satisfy OMDC that he is competent and authorized to submit tender and / or to enter into a legally binding contract with OMDC. To this effect, any person signing the tender shall render relevant documentary evidence, like Power of Attorney, that his signature on the tender submitted by him is legally binding upon himself and the supplier.

A person signing the tender or any document forming part of the contract on

behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered that at any time that the person so signing had no authority to do so, OMDC may without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

14. ARBITRATION:

Any dispute or difference under or arising out of or in respect of the Agreement/Accepted Contract may be referred to the sole Arbitration of a person appointed by the Managing Director, **The Orissa Minerals Development Company Limited, AG-104, "Sourav Abasan", Sector-II, Salt Lake City, Kolkata-700 091** and his decision in the matter will be final and binding on the contractor and the company. The arbitration shall be carried out as per Arbitration Act, 1996 and Rules made there under as amended from time to time.

Note: The Court of Keonjhar & High Court at Cuttack will have the jurisdiction to address any unsettled dispute.

- 15.** The Company reserves the right to cancel the Tender without assigning any reason whatsoever.
- 16.** The company also reserves the right not to accept the lowest offer or to divide the work among more than one successful bidder / bidders.

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

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PART-I

TECHNO-COMMERCIAL BID- CHECK LIST

Ref: TENDER NOTICE NO: OMD/S-1/083/047/17-18

DT.12/12/2017

| | | | |
|----------------------------------|--|----------|--------------|
| 1 | NAME & ADDRESS OF THE BIDDER | | |
| 2 | ADDRESS OF THE REGISTEED OFFICE & BRANCH OFFICE, PHONE NO., FAX NO, E-Mail | | |
| Pls. tick (√) mark as applicable | | Enclosed | Not Enclosed |
| 3 | Dealership/ Authorized Dealer / Manufacturer /Retailer | | |
| 4 | Valid Drug License Copy | | |
| 5 | Cost of Tender document & EMD | | |
| 6 | Experience Certificate | | |
| 7 | Statues of Bidder | | |
| 8 | Copy of Pan No. | | |
| 9 | Copy of latest income tax return | | |
| 10 | A declaration to be submitted that the bidder has carefully read all terms and conditions of the Tender document and he is fully satisfied and accepted all terms and condition of the Tender. | | |

CERTIFICATE TO BE GIVEN BY THE TENDERER

Certified that above mentioned particulars are correct and true to the best of my / our knowledge. In case any statement made above is found not correct my / our tender may be rejected by the company.

I/we also certify that I/we have visited the site and got acquainted with local conditions. My/our price bid is based on the basis of our full understanding about the job. I/we also authorize the company to forfeit my earnest money in case I/we fail to take up the job if my/our tender is accepted.

**Signature of the Tenderer
with seal & date**

THE ORISSA MINERALS DEVELOPMENT COMPANY LIMITED

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Signature & Seal of Bidder

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PART - II
PRICE BID.

Ref: TENDER NOTICE NO: OMD/S-1/083/047/17-18

DT.12/12/2017

1. Name & address of the bidder :

| Sl No | Items | Maximum Discount on MRP in Percentage (%) | |
|-------|--|---|---------|
| | | Branded | Generic |
| 1. | Annual Rate Contract for Supply of Medicines, Surgical Accessories & Dressing items. | | |

N.B.: Billing price to OMDC: - Basic Price + GST % = MRP - Discount (%)

Signature with seal
of the Tenderer

UNDERTAKING

To
Business Head
The Orissa Minerals Development Company Ltd.
At/P.O. Thakurani
Via - Barbil - 758 035
Dist. Keonjhar (Orissa)

Ref: TENDER NOTICE NO: OMD/S-1/083/047/17-18

DT.12/12/2017

Sub: Annual Rate Contract for Supply of Medicines, Surgical Accessories & Dressing items.

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In response to the tender invited by you I/we examine the general conditions and other terms and conditions of the contract. I/we agree to abide by all instruction in these documents attached hereto and hereby bind myself/ourselves to execute the work as per schedule stipulated in the Tender Notice.

I/we further agree to sign and execute all agreements/bonds as may be required by OMDC to abide by the general conditions and other conditions of the contract and to carry out all work as per specifications failing which, I/we shall have no objection for the forfeiture of the earnest money /security money deposit lodged with company.

I/we enclose herewith the required documents.

Yours faithfully,

Signature of the tenderer with seal

Encl: List of documents.

- i) Tender Schedule
- ii) Part-I Techno Commercial Bid
- iii) Part-II Price Bid

NOTICE FOR SUBMITTING BANK A/C DETAILS FOR
FULL IMPLEMENTATION OF E-PAYMENT IN 'OMDC'

To
The Manager (Finance),
The Orissa Minerals Development Co. Ltd
P.O. - Thakurani
Via - Barbil-758035,
Dist. - Keonjhar (Orissa)

Dated :

Sub : Payment through Electronic Fund Transfer (RTGS/NEFT).

Dear Sir,

We do hereby give our consent to make payment of our dues through e-banking system directly to our Bank Accounts as given below :-

| | |
|--|--|
| 1 Name | |
| 2 Address | |
| 3 Telephone No. | |
| 4 Name of the Bank | |
| 5 Phone No. / Fax No. of Bank | |
| 6 Name of Branch | |
| 7 Branch Code | |
| 8 MICR No. | |
| 9 Current Account No. | |
| 10 IFSC Code of the Branch (Printed on Cheque Leaf) | |
| 11 PAN | |
| 12 E-mail Address (if any) | |

Authorised Signatory

Certified that, the above particulars are matching with our records in respect of the above mentioned company.

Signature and Stamp of the authorized Bank Officer