



**e- TENDER
STATE BANK OF INDIA
TENDER NO.OAD/MEDICINE/2024-25/01 Dated 08.04.2024**

**INVITES TECHNICAL BID & FINANCIAL BID UNDER TWO BID SYSTEM
THROUGH TENDERING PROCESS**

**Supply of Medicines to Bank Dispensaries,
at SBI, LHO, Bhubaneswar, AO, Bhubaneswar, Berhampur, Sambalpur, Balasore,
Cuttack,Puri.**

TECHNICAL BID: TO BE SUBMITTED IN PHYSICAL FORM ONLY

e-FINANCIAL BID: TO BE SUBMITTED IN ONLINE FORM ONLY

Last Date for Submission: 29-04-2024 by 03:00pm

Tender Submitted By:
Name of the Tenderer _____
Address _____

The Asst. General Manager (OAD),
State Bank of India,
Local Head Office,
BHUBANESWAR

NOTICE INVITING TENDER (NIT)

State Bank of India (SBI) Local Head Office, Bhubaneswar invites Tenders (Under two Bid System) from the MEDICINE SUPPLIERS having valid drug license for supply of medicines to Dispensary of SBI, LHO, Bhubaneswar, AO, Bhubaneswar, Berhampur, Sambalpur, Balasore, Cuttack, Puri.

(Vendors are requested to visit Bank's website for any addendum/Corrigendum)

1	Name of Work	Supply of medicines to Dispensaries at various location under SBI LHO Bhubaneswar of Odisha state.
2	Tender Fees	NIL
3	Time Period for Supply of Medicines	7 days from the date of receipt of indent issued by Bank Medical Officer.
4	Contract Period for Supply of Medicines	36 months
5	Estimated Cost of tender	Maximum up to Rs 15,000,000 /- (excluding GST) per annum.
6	Earnest Money Deposit (EMD)	Rs.1,50,000/-(Rupees One Lakh Fifty Thousand Only)
7	Tender Documents Availability including changes / amendments, if any to be issued	From 08-04-2024 to 29-04-2024 at Banks web site " https://bank.sbi -> SBI In the News -> Procurement news"
8	Address for communication	Contact person: Asst. General Manager (OAD), Local Head Office, Bhubaneswar Phone:0674-2600528 / 7978360223 email: agmoad.lhobhu@sbi.co.in
9	Technical Bid (Envelope-1) Last Date, Time & Address at which the hard copies of Technical bid are to be submitted Opening of Technical Bids	29-04-2024 at 3:00 PM at the below address The Asst. General Manager,(OAD) State Bank of India, Local Head Office, BHUBANESWAR This sealed Envelope-1 super scribed on top as ' Technical Bid for Supply of Medicines to Dispensary of SBI,LHO, Bhubaneswar, AO, Bhubaneswar, Berhampur, Sambalpur, Balasore, Cuttack,Puri ' and be addressed to undersigned. At the bottom left corner of this envelope the bidder must write Name & Address of Bidder and name, email Id & mobile no. of authorised signatory of bidder as mentioned in the tender documents. Technical Bid opening on 30-04-2024 at 3.30 PM. However Technical Bids would be opened even in the absence of any or all of the bidders representatives.

10	Pre-Bid meeting	16-04-2024 at 03.30 PM at Conference Hall, 1st Floor, Local Head Office, Bhubaneswar
11	Tenderer Contact details	Tenderer to provide following information: 1. Name of the Company/Firm/Proprietor 2. Contact Person 3. Mailing address with Pin Code 4. Telephone number and Fax Number 5. Mobile Number and e-Mail address (Mandatory)
12	Date and time of opening of Financial Bid :	<p>After scrutiny of pre-qualification documents, bidders who qualify in the technical bid are eligible and shall be intimated about opening of Financial BID. Financial BID shall be opened online on 07.05.2024 at 3.00 P.M. However all bidders are advised to submit Financial BID on or before 29.04.2024. Representative of tenderer if interested, may be present during opening of Financial BID . However Financial BID would be opened even in the absence of any or all of the Tenderer representatives.</p> <p>For any assistance contact: M/s EPTL Service provider: M/s eProcurement Technology Ltd B 704/705, wall Street II Nr Gujrat College, Ahmedabad-380006 Ph: - 917940270500 Auction Tiger I www.auctiontiger.net Sujith Nair: 9904407199;sujith@eptl.in Hitesh Khemani: 7990334985;Hitesh.K@procuretiger.com Khushboo Mehta: 9510813528;khusboo.mehta@eptl.in Nandan Valera:9081000427 Abhik Pramanik: 7859800609/9081000427</p> <p>L-1 shall be decided based on offering maximum discount on overall medicines, not on particular medicine/item.</p>
13	Validity of the Tender	90 days
14	Technical Evaluation of Bids	By a committee comprising of officers from State Bank of India

SAMPLE BUSINESS RULE DOCUMENT

Supply of Medicines to Bank Dispensaries,
at SBI, LHO, Bhubaneswar, AO, Bhubaneswar,
Berhampur, Sambalpur, Balasore, Cuttack,Puri

(A) Business rules for E-tendering:

1. Only bidders as mentioned in NIT shall only be eligible to participate.
2. SBI will engage the services of an E-tendering service provider who will provide necessary training and assistance before commencement of online bidding on Internet.
3. In case of e-tendering, SBI will inform the bidders through its service provider to enable them to participate contact and get trained.
4. Business rules like event date, closing and opening time etc. also will be communicated through service provider for compliance.
5. Bidders have to send duly signed hard copy of compliance form on their letter head in the prescribed format (provided by service provider), before start of E-tendering. Without this the bidders will not be eligible to participate in the event.
6. **The Bidders will be required to submit the tender as mentioned in NIT .Bidders not Submitting any one or more documents shall not be eligible to participate in the on line tender.**
7. E-tendering price bid will be conducted on date & time as mentioned in the NIT.
8. The e-tendering will be treated as closed only when the bidding process gets closed in all respects for the item listed in the tender.

(B) Terms & conditions of E-tendering:

SBI shall finalize the Tender through e-tendering mode for which M/s. EPTL. has been engaged by SBI an authorized service provider. Please go through the guidelines given below and submit your acceptance to the same along with your commercial bid.

1. E-tendering shall be conducted by SBI through M/s. EPTL , Ahmedabad on pre-specified date. While the Bidders shall be quoting from their own offices/ place of their choice, Internet connectivity and other paraphernalia requirements shall have to be ensured by Bidders themselves. In the event of failure of their Internet connectivity, (due to any reason whatsoever it may be) SBI shall not be held responsible & no-further request by the bidder/ tenderer shall be entitled. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives such as back-up power supply whatever required so that they are able to circumvent such situation and still be able to participate in the E-tendering successfully. Failure of power at the premises of Bidders during the E-tendering cannot be the cause for not participating in the E-tendering. On account of this the time for the E-tendering cannot be extended and SBI is not responsible for such eventualities.

2. M/s. EPTL, Ahmedabad, shall arrange to train your nominated person(s), without any cost to you. They shall also explain you all the Rules related to the E-tendering. You are required to give your compliance on it before start of bid process.
3. BIDDING CURRENCY AND UNIT OF MEASUREMENT: Bidding will be conducted in Indian currency & Unit of Measurement will be displayed in Online E-tendering.
4. BID PRICE: The Bidder has to quote the rate as per the Tender Document provided by SBI.
5. VALIDITY OF BIDS: The Bid price shall be firm for a period specified in the tender document and shall not be subjected to any change whatsoever.
6. Procedure of E-tendering:
 - i. Online E-tendering :
 - (a) The hard copy of the Technical as well as Price Bid Document are available on the Bank's website during the period specified in the Notice Inviting Tender (NIT).
 - (b) Online e-tendering is open to the prospective bidders who receive NIT from the EPTL and qualified for participating in the price bidding as provisions mentioned hereinabove through SBI approved Service Provider.
 - (c) The Price-Bid shall be made available online by the Service Provider wherein the bidders will be required to fill-in their Item-wise rates for each item.
 - (d) The bidders are advised not to wait till the last minute to submit their online item-wise quote in the price bid to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
 - (e) It is mandatory to all the bidders participating in the price bid to quote their rates for each and every item.
 - (f) In case, bidder fails to quote their rates for any one or more tender items, their tender shall be treated as "Incomplete Tender" and shall be liable for rejection.
7. LOG IN NAME & PASSWORD: Each Bidder is assigned a Unique User Name & Password by M/s. EPTL Ahmedabad.

The Bidders are requested to change the Password after the receipt of initial password from M/s. EPTL Ahmedabad. All bids made from the Login ID given to the bidder will be deemed to have been made by the bidder.

8. BIDS PLACED BY BIDDER: Bids will be taken as an offer to execute the work as specified. Bids once made, cannot be cancelled / withdrawn and the Bidder shall be bound to execute the work at the quoted bid price. In case the L-1 Bidder backs out or fail to complete the work as per the rates quoted, SBI shall at liberty to take action as deemed necessary including depaneling such bidder and forfeiting their EMD & L-2 Bidder will be empanelled.

9. At the end of the E-tendering, SBI will decide upon the winner. SBI decision on award of Contract shall be final and binding on all the Bidders.

10. SBI shall be at liberty to cancel the E-tendering process / tender at any time, before ordering, without assigning any reason.

11. SBI shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause.

12. OTHER TERMS & CONDITIONS:

- The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
- The Bidder shall not divulge either his Bids or any other exclusive details of SBI to any other party.
- SBI decision on award of Contract shall be final and binding on all the Bidders.
- SBI reserve their rights to extend, reschedule or cancel any E-tendering within its sole discretion.
- SBI or its authorized service provider M/s. EPTL, Ahmedabad shall not have any liability to Bidders for any interruption or delay in access to the site irrespective of the cause.
- SBI or its authorized service provider M/s. EPTL., Ahmedabad is not responsible for any damages, including damages that result from, but are not limited to negligence.
- SBI or its authorized service M/s. EPTL., Ahmedabad will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

N.B.-All the Bidders are required to submit the Process Compliance Statement (Annexure II) duly signed in the eTender portal.

- All the bidders are requested to ensure that they have a valid digital signature Certificate well in advance to participate in the online event.

PROCESS COMPLIANCE STATEMENT (ANNEXURE II)

(The bidders are required to print this on their company's letter head and sign, stamp duly filled before uploading)

To,

eProcurement Technologies Ltd

B 704/705, Wall Street II, Nr Gujrat College, Ahmedabad- 380006.

Tel:+917940270500.

Email: bina.soni@auctiontiger.net

Supply of Medicines to Bank Dispensaries,

at SBI, LHO, Bhubaneswar, AO, Bhubaneswar, Berhampur, Sambalpur, Balasore, Cuttack, Puri.

Dear Sir,

This has reference to the Terms & Conditions for the E-tendering mentioned in the Tender document. This letter is to confirm that:

- 1) The undersigned is authorized representative of the company.
- 2) We have studied the Commercial Terms and the Business rules governing the E-tendering as mentioned in RFP of SBI as well as this document and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the E-tendering tool and have understood the functionality of the same thoroughly.
- 4) We confirm that SBI and M/s. E-tendering Technologies Limited shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-E-tendering platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the E-tendering event.
- 5) We confirm that we have a valid digital signature certificate issued by a valid Certifying Authority.
- 6) We, hereby confirm that we will honour the Bids placed by us during the E-tendering process.

With regards,

Date:

Signature with company seal

Name:

Company / Organization:

GSTIN:

Designation within Company / Organization: Address of Company / Organization:

Scan it and send to this Document on ----- Signature of Bidder with Seal

The tenderer has to provide their e-mail Id, contact numbers and postal address in the bid documents. Henceforth, all official communications from Bank shall be through e-mail/SMS.

Only authorised person carrying authority letter or power of attorney with him/her along with photo ID and address proof shall be allowed to sign the document/ application/ attend any meeting / bid opening. The Bank reserves the right to accept or reject or cancel or postpone or modify the tenders at any stage without assigning any reason.

In case, the date of opening tenders is declared as a holiday, the tenders will be opened on next working day at the same time. Corrigendum if any would be posted on the website only. Hence, Tenderer / applicants are advised to visit website regularly for information.

The Asst.General Manager (OAD)
State Bank of India, Local Head Office,
BHUBANESWAR-751001

TECHNICAL BID
(To be Submitted as Envelope-1)

Tenderers meeting the following criteria are eligible to submit their Bids along with supporting documents. If the Bid is not accompanied by all the required documents supporting eligibility criteria, the same would be rejected.

Sl no	Eligibility Criteria	Documents to be submitted
1	The Tenderer must be a Firm / Proprietary / Company registered under Companies Act, with Valid Drug licenses for various categories of allopathic drugs issued by Drug Control Authority of the State under the provision of Drugs and Cosmetics Act, 1940 as applicable under any other law in force. The tenderer must not have been convicted by the Drug Authorities and no case should be pending under Drugs and Cosmetic Act Rules.	In case of Proprietary firm, registration copy of the firm if any and GST Registration certificate / In case of other firms-copy of the firm registration Certificate / In case of company-copy of Certificate of incorporation issued by Registrar of companies and full address of registered office. Copies of Drug licenses Form 20, 21, 20 B, 21B (as applicable)
2	The Tenderers located in Bhubaneswar City and having Turnover of Rs.45.00 lakh and above, for three consecutive years (as on 31-03-2023). Audited /Certified Balance Sheet (by Chartered Accountant) for the years 2020-21,2021-22 and provisional / audited Balance sheet for 2022-23,establishing the turnover criteria should be submitted. GST returns for the year 2022-23	Copy of the audited P&L Account and Balance Sheet duly Certified by the Chartered Accountant. Xerox copies of the GST returns for the year 2022-23 to be attached in the Technical Bid.
3	Similar work experience in last 7 years. a) Should have one similar work for supplied medicines to any organization for worth Rs 120.00 lakhs per annum OR b) Should have two similar work for supplied medicines to any organization for worth Rs 75.00 lakh per annum OR c) Should have three similar work for supplied medicines to any organization for worth Rs 60.00 lakh per annum	Copy to be attached (Work order)
4	Tenderer should have presence in Odisha state & should have Shop / Office /Establishment in Bhubaneswar City only are eligible to participate in bidding.	Address Proof of the firm should be submitted.
5	Photo ID proofs & PAN Number of Firm /Proprietor	Self attested Copy of Aadhaar Card/ Passport / other acceptable ID proofs of Individuals/ Proprietor/ Partners/ Directors of the firm in personal capacity is/are to be attached to the Technical Bid forms. Self attested copy of PAN of the Firm / Proprietor/Firm/HUF/Companies is/are also to be attached in the Technical Bid forms.

2. General Terms & Conditions:-

a) Supply of medicines on monthly basis, as per the monthly indent given by the Bank Medical Officer (BMO), State Bank of India (SBI) at Dispensary of SBI,LHO, Bhubaneswar, AO, Bhubaneswar, Berhampur, Sambalpur, Balasore, Cuttack,Puri. The list of medicines generally required/being used by the Dispensary are appended here with as Annexure-A. The medicines listed in Annexure-A are only indicative. However, if any medicines other than listed in Annexure-A indented by BMO, the successful Tenderer will be bound to supply medicines as per serial no.205(Group 15B) at the same discounted price. Indent for one or more types of medicines may vary occasionally and quantity of order may also vary depending on the stock position.

b) The supplier has to supply the medicines as per the list indented by BMO. No substitution shall be allowed unless such substitute approved by BMO in written confirmation to the supplier.

- c) Orders shall be placed by the Bank's Medical Officer (BMO) to the L1 Tenderer, who quoted highest discounted rate on Maximum Retail Price (MRP) of the medicines. The Discount quoted in Annexure-A shall be valid for the entire contract period.
- d) The Tenderers are expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required as per the Tender Document or submission of bids not substantially responsive to the Tender Documents in every aspect will be at the Tenderer's risk and shall result in rejection of the Tender.
- e) In case the date of submission of tender is declared as a holiday, the respective date will be considered on the next working day at the same time.
- f) The tenderers are required to quote uniform discount for all the medicines in the Tender. Generic Medicines will not be accepted in any case.
- g) The tenderers have to submit declaration form (Annexure-D). Non submission will be treated as 'disqualified' for the tendering process.
- h) Recently manufactured / latest batch of medicines only to be supplied. Medicines wherein expiry date is within six month of supplied date /expired not to be supplied.
- i) In case the medicines supplied by the Tenderer are found to be dubious or spurious, the Tenderer shall indemnify the Bank against all losses/claims that may be caused/lodged against the Bank on account of such defective medicines including the rights / damages available under the various laws of the land. Medicines not in good condition in any lot shall not be accepted by the Bank and are to be replaced.
- j) The contract will be initially valid for a period of 3 (Three) years. In case the services by the contractor are found to be satisfactory, the contract may be extended for 1(One) more year annually at sole discretion of the bank at the same percentage of discount, terms and conditions of the Contract which shall be acceptable to the tenderer.
- k) In case of any dispute the matter will be under the jurisdiction of Bhubaneswar Courts.

3. Disclaimer:

The information contained in this Tender document or information provided subsequently to Tenderer(s) or applicants whether verbally or in documentary form by or on behalf of State Bank of India (Bank), is provided to the Tenderer(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender is neither an agreement nor an offer and is only an invitation by Bank to the interested parties for submission of bids. The purpose of this TENDER is to provide the Tenderer(s) with information to assist the formulation of their proposals. This TENDER does not claim to contain all the information each Tenderer may require. Each Tenderer should conduct its own investigation and analysis and should check the accuracy, reliability and completeness of the information in this TENDER and where necessary obtain independent advice. Bank makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this TENDER. Bank may in its absolute discretion, but without being under any obligation to do so, add all amend or supplement the information in this TENDER. No contractual obligation whatsoever shall arise from the TENDER process until a formal contract is signed and executed by duly authorized officers of the Bank with the selected Tenderer.

The Bank reserves the right to accept or reject any Bid/ offer received in part or in full, and to cancel the bidding process and reject all Bids at any time prior to contract of award, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Bank's action. Bank reserves the right to reject any Bid on security and / or other considerations without assigning any reason.

4. Bidding Document:

Cost of Bidding: The Tenderer shall bear all costs associated with the preparation and submission of its bid. Bank will not responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

5. Content of Bidding Document:

5.1 The bidding document provides overview of the requirements, bidding procedures and contract terms. It includes instructions to Tenderer, Terms & Conditions of Contract, Eligibility Criteria for Technical Bid and Financial Bid.

5.2 The Tenderer is expected to examine all instructions, statements, terms and specifications in the bidding document. Failure to furnish all information required by the bidding documents or submission of bid not responsive to the bidding documents in every respect will be at the Tenderer's risk and may result in rejection of the bid. SBI has made considerable effort to ensure that accurate information is contained in this TENDER and is supplied solely as guidelines for Tenderers. Furthermore, during the TENDER process, SBI is entitled to issue corrigendum to Tender relevant to the Scope of Work. Nothing in this TENDER or any addenda is intended to relieve Tenderers from forming their own opinions and conclusions in respect of the matters addressed in the TENDER or any addenda.

6. Clarifications & Amendments:

6.1 If deemed necessary the Bank may seek clarifications on any aspect from the Tenderer. However that would not entitle the Tenderer to change or cause any change in the substances of the bid already submitted or the price quoted. The Tenderer may be asked to give presentation for the purpose of clarification of the bid.

6.2 The Tenderers requiring any clarification on the bidding documents should submit written queries on or before dated 16.04.2024 at 03.30 PM.

6.3 At any time prior to the deadline for submission of bids, SBI may modify or alter the bidding document by issuing an amendment.

6.4 Any clarification issued by SBI will be in the form of an addendum / corrigendum and will be available in SBI's website – "<https://bank.sbi> → SBI In the News -> Procurement news". The amendment will be binding on all Tenderers. SBI, at its discretion may extend the deadline for submission of bids which shall be informed to all through SBI's website- "<https://bank.sbi> -> SBI In the News -> Procurement news".

7. Bidding Process:

7.1 The tender is Two Bid System, containing Technical Bid and Financial Bid. Technical bid to be submitted physically and financial bid to be submitted online.

7.2 All details with the relevant information / documents / acceptance of all terms and conditions strictly as described in this tender document will have to be submitted. In the first stage, only TECHNICAL BID will be opened and evaluated. Only those who fulfil the pre qualification criteria shall qualify in the Technical Bid shall be eligible to apply online for Financial Bid.

7.3 Tenderer must provide specific and factual replies to specific questions asked in the TENDER.

8. Financial Bid Pricing:

Percentage of discount quoted in the Financial Bid of the tender will be applicable on Maximum Retail Price (MRP) of the Medicines. The bank will not pay any additional costs like wages, transportation, wastages, octroi, overheads, profit, incidental charges and all related expenses to complete the work. The rates and/or prices in any form or for any reasons should not be disclosed in the technical bid or other parts of the technical bid except in the Financial bid and failure to do so would result disqualification and rejection of the bid.

9. Pre-Bid Meeting:

The Bank shall organize a pre-bid meeting on the date as mentioned in the NIT at the office address as mentioned in the NIT. All communications regarding points / queries requiring clarifications shall be given in writing to the address as mentioned in NIT. The clarification on the queries shall be communicated to the Tenderers through the Bank's website "<https://bank.sbi> -> SBI In the News -> Procurement news".

10. Validity of Bids:

Bid shall remain valid for 90 days from date of submission mentioned at Bid Details. A bid valid for shorter period is liable to be rejected. The Tenderer may require to give consent for the extension of the period of validity of the bid beyond initial 90 days, if so desired by the Bank in writing or by FAX/email. However any extension of validity of bids will not entitle the Tenderer to revise / modify the bid document.

11. Bid Integrity:

Willful misrepresentation of any fact within the Bid will lead to the cancellation of the contract without prejudice to other actions that the Bank may take. All the bids with accompanying documents will become property of SBI.

12. Format and Signing of Bid:

12.1 The Tenderer should prepare submission as per eligibility criteria, Technical Bid, Financial Bid and other requested information.

12.2. All pages of the Bid document should be serially numbered and shall be signed by the authorized person(s) only. The person(s) signing the bid shall sign all pages of the bid and rubber stamp should be affixed on each page except for an un-amended printed literature. In case of Company, the Tenderer should submit a copy of board resolution or power of attorney showing that the signatory has been duly authorized to sign the tender document.

12.3 Any interlineations, erasures or overwriting shall be valid only if the person(s) signing the bid sign(s) them in full.

13. **Bid Currency:** Prices shall be expressed in Indian Rupees only.

14. **Late Submission of bids:** Any bid submitted after the due date and time will be rejected.

15 Modification and Withdrawal of Bids:

Once bid is submitted no modification is permissible. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity.

16. Opening and Evaluation of Bids:

16.1 Opening of Technical Bid: All the Bids will be opened at the date, time & locations mentioned in the NIT.

16.2 Opening of Financial Bid: Only those who qualify in the Technical Bid shall be eligible to be considered for Financial Bid opening. The Financial Bid of those who do not qualify in the Technical Bid will not be opened.

16.3 Evaluation of Bids: By a Committee comprising of Officers from State Bank of India.

17. Award & Signing of contract:

SBI will notify successful Tenderer (L1 i.e. who quoted highest discount on MRP) in writing by letter in duplicate or fax that its bid has been accepted. The Selected Tenderers has to return the duplicate copy of the bank within 7 working days duly Accepted, Stamped and Signed by Authorized in token of acceptance.

The successful Tenderer shall be required to enter into a contract with the Bank, within 7 days of the award of the tender or within such extended period as may be decided by the Bank along with the letter of acceptance.

18. Period of Contract:

The period of the contract is 3(Three) years, In case the services by the contractor are found to be satisfactory, the contract may be extended for 1(One) more year annually at sole discretion of the bank at the same percentage of discount, terms and conditions of the Contract which shall be acceptable to the tenderer.

19. Payment Terms:

Upon supply of entire medicines by the L1 Tenderer, payment will be released against submission of GST invoice and satisfactory certificate issued by the Bank Medical Officer to this effect, after effecting statutory deductions as applicable.

Payment shall be made by way credit the Account / Electronic Fund Transfer (RTGS/NEFT) mode and L1 Tenderer should furnish details of the Bank A/c No., IFSC code or SBI account on the invoices.

20. Termination of the Contract:

The Bank reserves the right to terminate the agreement in case of breach of any terms and conditions of this agreement by the successful tenderer with one month notice. The Bank also reserves its right, to claim damages for such breaches and the decision of the bank in this regard shall be final. Bank can terminate the agreement if the services provided by the successful tenderer are found to be unsatisfactory. Delivery of the services and performance of the services shall be made by the successful tenderer in accordance with the time schedule and other terms and conditions as specified in the TENDER.

21. Force Majeure:

Neither party shall be liable for delay in performing obligations if the delay or failure is due to any of the following force majeure i.e. Act of God or any Government Act, fire, earthquake, explosion, strikes/ Bandh, civil commotion or anything beyond the control of either party. The party shall make all reasonable endeavours to minimize any such delay.

22. Governing Language:

The contract and all correspondence / communications and other documents pertaining to the Contract, shall be written in English.

23. Eligible Taxes:

a) Income Tax if applicable will be deducted at source as per Govt. guidelines.

b) GST component will be paid only on submission of proper GST invoice as per applicable GST provisions.

The successful tenderer should comply with the following:

i) Successful tenderer should have GST Registration Number

ii) Successful tenderer should timely file GST returns in accordance with GST provisions to enable the bank to claim the input credit of GST paid to the supplier. Our Bank GST Number No.21AAACS8577K1Z1.

24. Place of Delivery:

Dispensary at Local Head Office,1St Floor,OAD Deptt, State Bank of India, Bhubaneswar and Dispensaries at AO,Bhubaneswar, Berhampur, Sambalpur, Balasore, Cuttack,Puri.

25. Indemnity:

The tenderer shall indemnify and hold the Bank, its officers, officials and employees harmless against any and all action, suits, claims damages, or demands brought or made against the Bank arising out of or in connection with the performance of the agreement or in respect of anything done or committed to be done by the tenderer in execution of or in connection with the supply of medicines/drugs/consumables & against any loss or damage to the Bank in consequence to any action or suit being brought against the tenderer for anything done or committed to be done in the execution of this contract.

26. Settlement of Dispute and Arbitration:

All questions relating to the performance of the obligations under this Contract/Agreement and to the quality and genuineness of the drugs and consumables supplied/used in respect of the services and all the disputes and differences which shall arise either during or after the agreement period or other matters arising out of or relating to this agreement or payment to be made in pursuance thereof shall be referred to The Deputy General Manager & CDO, State Bank of India, Local Head Office, Bhubaneswar-751001 , whose decision shall be final, conclusive and binding on the contractor.

27. Submission of Tender Envelopes:

The tender shall be submitted in two bid system.

Envelope-1 shall contain the Technical Bid and indicated as such on the cover.

Envelope-2 shall contain the Financial Bid indicated as such on the cover.

Letter inviting tender, Instructions for tendering, Tender conditions, Appendix,

Annexure-A to Annexure-D. Each page of tender shall be signed by an authorized person of the firm and duly stamped.

Price in which Percentage of discount is to be quoted as per Annexure-A, for supply of the Medicines should be duly signed & stamped by an authorized person of the firm.

Technical bid cover (Envelope-1) shall be super scribed with the name of work as:

Technical Bid

Tender for Supply of Medicines to dispensary under administrative control of State Bank of India, SBI, LHO, Bhubaneswar, AO, Bhubaneswar, Berhampur, Sambalpur, Balasore, Cuttack,Puri.

Envelopes (Technical Bid (envelope-1) to be put in a single cover and shall be dropped in the tender box kept at the Reception Counter, State Bank of India, Local Head Office,Pt.Jawahar Lal Nehru Marg, Bhubaneswar-751001 on or before 29-04-2024 at 03:00 PM.

Technical Bid (Envelope-1) shall be opened as per tender norms.

Financial Bid apply online shall be super scribed with the name of work as :

Financial Bid

Tender for Supply of Medicines to dispensaries under administrative control of State Bank of India, LHO, Bhubaneswar, AO, Bhubaneswar, Berhampur, Sambalpur, Balasore, Cuttack,Puri.

Indicative List of Generally Required Medicines at State Bank of India Dispensary, LHO, Bhubaneswar, AO, Bhubaneswar, Berhampur, Sambalpur, Balasore, Cuttack,Puri.

FORM OF TENDER

(Note: The Annexure forms part of the tender)

To
The Asst.General Manager (OAD),
State Bank of India,
Local Head Office,Bhubaneswar

Sir,

Supply of Medicines at Dispensary of State Bank of India (SBI) LHO, Bhubaneswar, AO, Bhubaneswar, Berhampur, Sambalpur, Balasore, Cuttack,Puri.

1. Having visited the site and examined the conditions of contract, we offer our bid to carry out the said work in conformity with the said conditions of the contract, specifications and scope of works for the sum quoted of this tender document or such other sum may be ascertained in accordance with the said conditions of contract.
2. I/We undertake to carry out and deliver the goods or performance comprised in the contract as stated.
3. I/We agree to abide by the tender conditions for a period of 90 days from the date fixed for receiving the same and for the agreed extended period. It shall remain binding upon us and may be accepted at any time before the expiry of the period.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding contract between us.
5. I/We understand that if our tender is accepted, I/We have to be jointly and severally responsible for the due performance of the contract.

Dated(Day) of the(month) 2024

Signature in the capacity of

Duly authorized to sign tenders for & on behalf of

Name & address of the tenderer (in Block letters)

(with Seal of the Tenderer) with a copy of Power of Attorney or Letter of Authority

Witness:

Signature

Name & Address:

Occupation:

DETAILS OF THE TENDERER

SI no	Details	To be furnished by the Tenderer
1	Name & Address of the firm / Company/ Proprietorship	
2	PAN No. GST No. Drug License No. and Issue date & valid upto (license expiry date to be mentioned)	
3	Type of Organization (Company/Partnership/Proprietorship)	
3 A	Whether Manufacturer/Authorised Distributor/ Dealer/Agency Holder	
4	Correspondence Address at Bhubaneswar with Contact person Name, Telephone Number, Mobile No., Email Id, etc. (The firm/company/entity should have office and service facilities at Bhubaneswar)	
5	Turnover of the e n t i t y Please provide the details for the last 3 (three) years. (Audited Balance Sheet & GST returns to be enclosed)	2020-21 2021-22 2022-23
6	Other information applicant may like to give in support of the application	
7	Details of works executed / executing if any to Govt/ PSUs etc.	Last 3 (three) work orders details may be enclosed
8	Declaration (Annexure –D) is to be attached	Yes / No

DECLARATION

From
M/s
.....
.....

To
The Asst.General Manager (OAD)
State Bank of India,
Local Head Office,
Bhubaneswar

I/We have read and understood the Tender notice issued by State Bank of India, containing the eligibility criteria and the terms and conditions (all parts of the tender document) for the supply of medicines. I/We accept all the terms and conditions of tender documents.

2. I/We also confirm that in the event of my/our tender being accepted, I/We hereby declare that, in particular during execution of Supply of medicines, it will be my/our sole responsibility to strictly adhere to/meticulously follow the General Specifications, approved manufacturers / brand of medicines. I/We also hereby declare that I/We shall supply medicines in time and also shall uniformly maintain such progress to ensure completion of supply within the stipulated time as mentioned in the document.
3. I/ We further undertake that none of the Proprietor/Partners/Directors of the firm was or is Proprietor or Partner or Director of any firm with whom the Government have banned /suspended business dealings. I/We further undertake to report to the Asst. General Manager (OAD), Local Head Office, Bhubaneswar immediately after we are informed but in any case not later 3 working days, if any firm in which Proprietor/Partners/Directors are Proprietor or Partner or Director of such a firm which is banned/ suspended in future during the currency of the Contract with you.
4. I/ we certify that the information given is true to the best of my/ our knowledge. I/ we also understand that if any of the information is found wrong/ false at any stage. I/ we are liable to be deregistered from panel of approved contractors/ banned for doing any business dealings with you or be blacklisted or subject to any monetary penalties that be deemed fit and appropriate by State Bank of India.
5. I/ we shall keep the State Bank of India informed about the changes in any of the particulars furnished by us in our application or in the product specification or discontinuation of supply/production of any item for which we stand successful. This intimation is to be given within a period of 30 days from the date of such change or discontinuation.
6. In case of any change in the name/ constitution of our firm and/or the office address, I/We undertake to immediately inform the same to you duly supported by documentary evidence. I/ we will maintain absolute integrity, follow a decent standard of business ethics and do nothing which shall be unbecoming of a supplier.
7. I/We also understand that the Bank reserves the right to accept any or reject any or all the applications, without assigning reasons. I/We also understand that the bank reserves the right to cancel the tendering process at any time without assigning any reasons.

Date:

Signature with seal of the Tenderer

Witnesses:

1. Signature _____

2. Signature _____

Name & Address: _____

Name & Address: _____

Occupation _____

Occupation _____