

## **NOTICE INVITING TENDER**

Ref: **202105931**

DT: **25.06.2022**

**RFQ No 202105931**

**Due date 16.07.2022 till 1100 hrs.**

**SUB: NOTICE INVITING TENDER FOR ENTERING INTO RATE CONTRACT FOR 24 MONTHS PERIOD OF SUPPLY OF PURCHASE OF MEDICINE ON DAY TO DAY BASIS.**  
(Empanelment of Authorized Pharmacy for supply of Medicines to BHEL Dispensary Rudrapur).

Sealed Tenders are invited in **Two Parts** i.e. Technical Bid [containing documents listed at Annexure-A,A-1,A-2,A-4,A-5,A-6, signed & sealed copy of this document (NIT) as a token of acceptance to all terms & conditions stated in NIT] in one envelop and Price Bid [strictly as per format given as Annexure-A-3] in second envelop. Both these envelops to be suitably marked as Part-I (Technical Bid) and Part-II (Price Bid). Then both these envelops should be kept in one single envelop.

**RFQ No, Due date & Bidder's credentials should be clearly indicated on all envelops.**

Your Tender should reach following address on or before due date.

**TENDER BOX**  
**in office of NEW ADM BUILDING**  
**BHEL (NEAR FCI GODOWN)**  
**RUDRAPUR-263153**  
**UTTRAKHAND**

### TERMS AND CONDITIONS: -

1. **SCOPE OF RATE CONTRACT:** This Rate Contract (RC) is for supply of medicines required on **DAY TO DAY BASIS**. Demand shall be raised by Dispensary, BHEL Rudrapur\_(As per Annexure-A1)
2. **Place of supply:** The supplies to be made to the Dispensary of BHEL Rudrapur (As per Annexure-A1).
3. **Validity of Rate Contract:** This Rate Contract shall be valid for **24 MONTHS**.
4. **Basis of price:** Discounted Rate / Price shall be on Total Price (MRP) i.e. inclusive of taxes, duties etc. as applicable.
5. **Value of Contract:** Rate contract shall be finalized for a value of Rs. 40 Lakhs. However, billing to be done on actual supply basis. Cumulative billing (including taxes) during RC period should not exceed Rs. 40 Lakhs.
6. **DISTRIBUTION OF CONTRACT:** We intend to distribute R/C between TWO suppliers in the ratio 70:30 subject to availability of minimum 03 Techno-commercially suitable offers and acceptance of L1 rate (Finally negotiated) by other one bidder (L1 rate shall be offered in order of L2 to H1). No distribution shall be done otherwise.
7. **RISK PURCHASE:** If RC is finalized with only L1 supplier and they fail to supply material, their balance RC amount shall be distributed to L2 supplier (on acceptance of L1 rate). However, if L2 do not accept L1 rate but agree to supply at their own quoted rate (L2 rate), we will procure material from L2 at L2 rate and differences between L1 and L2 rate shall be recovered from L1 (the defaulters) bills.
8. **Eligibility:** The party participating in this Tender shall be considered only after his registration, on the basis of Mandatory & Statutory documents as listed as Annexure-A2. All these documents need to be submitted along with your Techno commercial bid. (Which is an essential condition to be followed by all the parties).
9. Tenders received after due date and time shall not be considered under any circumstances.
10. **Part I: Technical Bid** shall be opened on due date i.e. on **16/07/2022** at 1430 hrs.
11. **Price bid (Part II bid)** of only those bidders shall be opened, whose techno-commercial offer (Part I bid) is acceptable & are in line with our tender terms & conditions.

12. Suppliers are requested to quote in **two part bid system** as explained above. However, for quotations submitted in single bid against our requirement of two bid system will not be considered and the bid / offer shall be rejected.
13. Supplier should always be available on phone / mobile or alternate contact number.
14. In case of items required for serious patients, emergency supply shall have to be made around the clock, for which requirement shall be informed over telephone/Email.
15. The supplied material should be of **SPECIFIED BRAND**. If the requisite items are not available, substitute may be supplied after approval of BHEL Medical officer/BHEL Dispensary.
16. Supplier will have to submit bills in DUPLICATE along with delivery challan of the medicine. Name of manufacturers must clearly be written on the bills.
17. **Payment** of bills shall be as Annexure-A4.
18. BHEL reserves the right to terminate the contract as a whole or any part of it, in case of failure to supply for three consecutive occasions or any breach of aforesaid terms and conditions and the same time the supplier may be delisted from our vendor list.
19. For any further clarifications, HR Dept./BHEL Dispensary may be consulted.

20. **ARBITRATION:**

In case of any unresolved disputes between the vendor and BHEL with regard to the supplies, same shall, after a written notice to the other party, be referred to sole arbitration of the General Manager of BHEL or his nominee.

The Arbitration shall be conducted in accordance with the provisions of the current version of Indian Arbitration and Conciliation Act 1996. The award of the arbitrator shall be final and binding on both the parties to the contract. All suit /claims in respect of this shall be in the Courts of Bhopal only.

21. All terms and conditions shall be as per NIT and tender documents Attached- Annexure-A and A-1 to 6.

**PLEASE NOTE: THE ABOVE TERMS & CONDITIONS WILL BE STRICTLY FOLLOWED AND NO RELAXATION WILL BE GIVEN IN ANY CONDITION.**