



Bharat Heavy Electricals Ltd.,
 (A Government of India undertaking)
Electronics Division
 PB No.2606, Mysore road, Bangalore 560026

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Tender document for the registration of Medicines / Drugs manufacturers

Tender ref No: **CE-MM-CPD/MED-OT/2012-13 dated 14.06.2012**

Due Date: 04.07.2012

Price Lists are invited from the reputed manufacturers of Medicines / Drugs, who have registered under Karnataka Drug Act / All India Drug Act (valid) for the supply of ethical branded medicines, for BHEL-EDN, Bangalore.

Medicines/Drugs manufacturers are required to go through the general Terms & Conditions carefully and submit their price list covering all the points. Any order resulting from this enquiry shall be governed by the general terms and conditions listed below.

General Terms and Conditions:

1. **SCOPE OF SUPPLY:** Medicines / Drugs manufactured by reputed firms are to be supplied to BHEL - EDN, Mysore road, Bangalore on agreed price list basis.
2. **DURATION OF THE PRICE LIST VALIDITY:** The Price list should be valid for a period of Two Years from the date of entering into agreement to supply. The agreement may be extended further, up to 6 months with mutual agreement, if required.
3. The price list and certificate stating the validity period of the current price list on the letter head of the company being submitted for bulk supply of medicines, should have each page duly signed and stamped by the authorized signatory of the company with company seal
4. **ELIGIBILITY TO SUBMIT PRICE LIST:**

Medicine/Drugs manufacturers fulfilling the following requirements are only eligible to submit price list.

- (a) Medicines / Drugs manufacturer should furnish the copy of valid licence to manufacture, issued by the competent authority.
- (b) Should be registered under valid Karnataka Drug Act / All India Drug Act.
- (c) Should have Registration No., under Karnataka/Central sales Tax act.
- (d) Should have Telephone / Fax / Mobile No / email address.
- (e) The pack size and pack size rates should be specifically mentioned and adhered to while supplying the medicines / drugs.
- (f) Undertaking that your organization has not been convicted by the state Drugs controller, and stating that, no case is pending against the organization under the " Drugs and Cosmetics Act and Rules " as well as under the " Drugs Price Control Order, issued from time to time.
- (g) Copies of the audited balance sheets for the preceding last three years to establish the turnover of the company should be furnished.
- (h) Self attested Copy of PAN / Income Tax Return Statements for the last 3 years should be furnished.

- (i) The medicines manufacturer should have a valid licence as on the date of price list opening, issued by the Drug Controlling Authority or the state Drug authority.
- (j) Manufacturer should be committed to supply the medicines/drugs to BHEL as per price list, once the order is placed.

5. **QUOTATION (Price list):**

(a) Medicines/Drugs manufacturers should submit their (brand wise) list of medicines/drugs which they are authorized to sell and intent to supply under this rate contract indicated in the “**PRICE LIST FORMAT**” (page 4 of 6) giving the following details.

- I. **Name of the product:** Brand name of the product.
 - II. **Composition:** Chemical composition.
 - III. **Type:** Bottle / Strip / Vial / Blister etc
 - IV. **Pack:** Quantity per type (eg: per strip of 10s, per bottle, vial etc.,)
 - V. **Institutional / Hospital rate:** This is the rate at which the medicines/drugs are to be supplied to BHEL. This rate should be defined in terms of percentage of MRP and as MRP changes Institutional price will also change proportionately.
 - VI. **MRP rate:** This is the Maximum Retail Price indicated on bottles / strips / packets etc. VAT is calculated on this rate. Please indicate the applicable VAT % in your offer.
- (b) All the commercial Terms & Conditions indicated in the page 5 to be complied within the same format.
- (c) Following documents are also to be submitted along with the price list.
- (i) If the order is required to be placed on your authorized dealer/ distributors/stockiest, the same should be mentioned with full address and contact details .
 - (ii) Authority letter from the principal company, in case dealer is authorized to supply the medicines on their principals behalf.
 - (iii) Copy of Drug License under FDC for retailing drugs.
 - (iv) Copy of Registration No., under Karnataka Sales Tax Act, of the firm on whom the order to be placed.
 - (v) Undertaking to replace defective/expired medicines if any, at the cost of suppliers as per terms and conditions.
 - (vi) Medicines supplied should have a minimum of 60% of shelf life or one year shelf life before the date of expiry, whichever is more should be ensured.

5. Price list shall be submitted super scribed with Tender ref: **CE-MM-CPD/MED-OT/2012-13 dated 14.06.2012** and **DUE DATE 04.07.2012** on it and the same must reach our office on or before the due date by **13:00 hrs.** Quotation can also be dropped in the respective day tender box (Monday / **Wednesday** / Friday) kept at reception area with caption “CE, M&C, SC&PV, TSC, DEFENCE, TELECOM, CPD”.

Price List with a covering letter shall be addressed to Sri T.Lakshmana, Manager, CE-MM-CPD, Electronics Division, Bharat Heavy Electricals Ltd., Mysore road, Bangalore 560026.

1. **Firm PRICE:** Institutional Price agreed to supply to BHEL is dependant on MRP, prevailing at the time of supply. Whenever, there is a downward/upward revision of the MRP, the same should be brought to the notice of BHEL and copy of the same should be furnished.
6. **PURCHASE ORDER:**
 - (a) Separate Purchase orders will be released as per the agreed prices, Terms & Conditions as and when required. Delivery has to be made within 15 days from the date of purchase order.
 - (b) In case of medicines required for serious patients, emergency supply will have to be made immediately / round the clock.
 - (c) For any clarification, suppliers may consult Medical Superintendent, Occupation Health Centre, BHEL - EDN, Bangalore, Ph., No: 26998202
7. **EXPIRY DATE /SHELF LIFE:**
 - (a) Medicines supplied should have a minimum 60% shelf life or one year of shelf life on the date of supply, whichever is more is applicable.
 - (b) Un-utilized medicines which are due to expire in the next one month period will be returned back to the suppliers. Suppliers have to make free replacement within a reasonable time.
 - (c) In case of supply of medicines / drugs not manufactured in India, the sole distributors / marketing agents in India are required to submit the Lab. Analytical Test report of the country of origin along with the certificate duly attested by the Drug Controller of India / State Drug Controller / licensing Authority regarding its permissibility and safe uses in India.
 - (d) Labels of all containers, cartons, wrappers, vials, strips etc. should be marked in block letters "BHEL SUPPLY NOT FOR SALE" with the indelible ink in RED COLOUR to the extent possible.
8. **TERMS OF DELIVERY:**
 - (a) Materials shall be delivered at Occupational Health Center, Electronics Division, BHEL, Mysore road Bangalore 560026, on door delivery basis inclusive of packing & forwarding charges.
9. **TERMS OF PAYMENT:** 100% payment will be made with 30 days credit from the date of receipt & acceptance of medicines at EDN/BHEL.

All payments shall be made through Electronic Fund Transfer (EFT) only. Suppliers have to submit the EFT format duly signed by their operating bank along with a copy of cancelled blank cheque leaf.
10. BHEL reserves the right to accept or reject the price list without assigning any reason or cause thereof. Price list received are subject to and governed by all these terms and conditions. BHEL's decision will be final in awarding of the contract and binding.

11. POST ORDER REQUISITS:

- a) Only the ordered brands of medicines / drugs are to be supplied and are subject to regulation issued by the Drug Controller of India from time to time.
- b) Medicines shall be dispatched in proper packed condition. Any rejection due to poor packing shall be to supplier's account.
- c) Any rejection of medicines should be made good or replaced immediately.
- d) Original invoice (2 copies) to be submitted to purchase section of **CE-MM-CPD/ Occupational Health Centre** for arranging payment.
- e) Supplier will have to certify on the bills that the rates charged are institutional prices and are as per the drugs manufacturing company's printed price list.

12. Any dispute arising out of this shall be referred to the sole arbitration of Head of Materials Management, CE-MM, EDN/BHEL, Bangalore or any other officer nominated by him and his decision shall be final and binding on the parties. The venue of the arbitration in all cases shall be Bangalore.

13. All suits in respect of this lie in the court of Bangalore only.

14. Soft Copy: Alphabetically sorted medicines list with their Institutional price and MRP as indicated below to be submitted in soft form, in CD along with the hard copy of your offer.

I. PRICE LIST FORMAT

Sl. No.	Name of the product	Composition	Type	Pack	MRP rate	Institutional / Hospital rate % ge of MRP	Kvat % on MRP	Remarks
1	2	3	4	5	6	7	8	9

II. COMMERCIAL TERMS

Sl. No.	Particulars	Bidder's confirmation
1	KVAT/CST applicable on MRP : If applicable indicate %	Applicable / Not applicable (a) VAT____% (b) CST____%
2	Payment terms: (a) 100% within 30 days from the date of receipt & acceptance through EFT. (b) Deviation if any please specify	(a)Acceptable / Not acceptable (b)
3	Delivery period: 15 days from the date of PO.	(a)Acceptable / Not acceptable (b)
4	Terms of delivery: (a) Ex EDN / BHEL, Bangalore (Free delivery to EDN/BHEL Bangalore including packing & forwarding charges)	(a)Acceptable / Not acceptable (b)
5	Expiry date: (a) Medicines supplied should have a minimum 60% shelf life on the date of supply or one year of life before the expiry, whichever is more, is applicable.	(a)Acceptable / Not acceptable (b)
6	Shelf life: (a) Un-utilized medicines which are due to expire in the next one month period will be returned back to the suppliers. Suppliers have to make free replacement.	(a)Acceptable / Not acceptable b)

Signature of Vendor with stamp

III. CONTACT ADDRESS

Contact Person Name	
Email ID	
Mobile / Telephone Number	
Fax Number	

IV. CONTACT ADDRESS OF AUTHORIZED DEALERS - WITHIN BANGALORE, IF ANY

Dealers Name	
Contact Person's Name	
Email ID	
Mobile / Telephone Number	
Fax Number	