

ANNEXURE 1

ENQUIRY NO- ENQ/17/PS/0005/PUR/02 DT 17.04.2017

PRE QUALIFICATION CRITERIA

1. Network of minimum 30 or more retail outlets operating all over the city. The Details of all the outlets has to be submitted by the agency.
2. More than 5 years of retail business experience in medicals and surgicals in Chennai. Drug License has to be submitted by the agency as a proof for this.
3. Ability to maintain & manage the outlets exclusively for the benefit of our employees in our premises. Credit facility to be extended at the outlets at BHEL premises and also at minimum 30 outlets geographically spread out in Chennai City for which details have to be specifically provided. Credit facility at maximum number of outlets is desirable. Self-Certification by the bidder has to be submitted in this regard.

TECHNICAL SPECIFICATION

1. SCOPE OF CONTRACT-

- i) The Contractor will supply allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai-based serving and retired employees of 3 divisions of BHEL as per the prescription slips issued by our authorized company medical officer/other doctors through their outlets in the City on credit.
- ii) The bidder to quote the price bid in terms of Discount (in percentage) on MRP. The indicated annual sales volume shall be Rs. 5.5 Crores approximately (including VAT and excluding discount). All medicines to be supplied at the discounted rate, viz. a flat rate discount as quoted on the printed price (MRP) of each and every medicine supplied. The bids will be evaluated based the quoted flat rate discount in percentage on MRP.
- iii) The Contractor will have to maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to BHEL beneficiaries
- iv) In case of failure or refusal to supply the medicines, the contract is liable to be cancelled at his risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from contractor.
- v) Whenever the quantity / size of a bottled liquid drug is not specified in the prescription; in all such cases a pack of smallest size of the said brand should only be supplied.
- vi) The Contractor has to indicate batch number and name of manufacturer, expiry date in the invoice/bill at the time of supply.
- vii) Medicine prescribed should be supplied without any substitute. Some medicines prescribed for a month may be issued. In any case medicines may not be issued for more than a month, unless expressly stated in the prescription.



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2. PERIOD OF CONTRACT:

The contract shall be for a maximum period of three years from 03.06.2017 unless cancelled by BHEL before the expiry of the period at its discretion. However, the contract may be extended beyond three years, if so agreed to, by both the parties on the same terms and conditions.

3. BHEL OBLIGATIONS:

Proper and suitable space with locking facility for the outlet at company premises will be provided to the contractor purely on temporary basis. The water and electricity charges will be borne by the company. Space provided shall be vacated immediately by the Contractor on completion/termination of the contract. The entire job of collection of medicines, storage and its distribution will be responsibility of contractor for smooth management through their engaged manpower. BHEL shall not be responsible for any kind of dispute and non-readiness of the medicines on time as per the demand of the bonafide staff members.

4. LIABILITY OF THE CONTRACTOR:

- i) Engagement of staff and maintenance of timings: The Contractor will be required to open outlet(s) at BHEL Premises exclusively for BHEL (in the space provided by BHEL) and the medicines shall be provided through the outlet.
- ii) Qualified Pharmacists should be available for identifying and dispensing with the medicines to be supplied to the regular/retired employees of the BHEL. The number of Pharmacists to be employed at the outlets at BHEL premises shall be discussed and mutually agreed upon.
- iii) The representatives of the contractor engaged for the above purpose inside the BHEL's premises must maintain all discipline and should not be a cause of disturbance of any form.
- iv) The outlet at BHEL premises will be open during the office hours (9.30 AM to 5.30 PM) on all the working days of BHEL.
- v) Supply of Medicines: The supply of medicines will be made on the same day against prescription slip to BHEL employees/ retirees only. The Contractor shall dispense only medicines on credit basis against prescription slips to BHEL employees / retirees.
- vi) Non-Availability Of Medicines: When medicines are not available with the supplier for supply, same will be procured from the market and supplied by the supplier on the very day the prescription has been received. In emergency situations only, the medicines may be arranged to be door-delivered, free of delivery charges.



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- vii) Loose Supplies: Medicines are required to be supplied in original packing of manufacture and in approximately nearest to the total quantity demanded. Loose supplies are to be made only when the difference between the quantity actually required and the quantity contained in the nearest original packing exceeds the limit of 20% of the demand. The bill for such loose supplies will be calculated, on the basis of the total quantities of each items supplied on any particular day, in proportion to price of the quantity actually supplied. The Contractor have to attach the package containing description, rate dates etc to his bill of items supplied.
- viii) Packing Supplies: Medicines are required to be supplied in original packing of manufacturer and in approximately nearest to the total quantity as prescribed.
- ix) Record to be maintained The Contractor has to indicate batch number and name of manufacturer, expiry date in the indents at the time of supply. Medicine prescribed should be supplied without any substitute.
- x) Quality & Quantity of medicine and repercussions on its non-maintenance: In case it is found that any particular medicine supplied is substandard or spurious or beyond the expiry period, the Contractor is liable to be black listed for a period of 5 years besides any other appropriate legal action as admissible under the law.
- xi) Life Period: The life of medicines supplied should not have passed more than half in the case of short life and one year in the case of long life medicines from the date of manufacture at the time of supply.
- xii) The Contractor shall dispense only those medicines in the prescription on credit to BHEL employees / retirees in the outlets. He shall not be allowed to sell medicines to general public in the outlet(s) situated in the premises of BHEL.
- xiii) The safe custody of the medicines is to be maintained by the Contractor. The Contractor will cover the insurance cost. This includes the life saving drugs as well.
5. ESTIMATED SALE: From past experience of our requirement the total turnover of supply and billing of medicines the indicated annual sales volume shall be Rs. 5.5 Crores approximately. However, BHEL will not conform to have any obligations of meeting such targets. The target of sale may vary depending upon the requirement.
6. The Contractor shall furnish a declaration that the medicines supplied is the best quality and in accordance with the specifications and if the articles are found that they are not as per the description, the same can be rejected. In case of rejection, such medicine, it may be replaced forthwith failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the conditions of the warranty.



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7. PRODUCTION OF BILLS: The Contractor shall present their bill computer generated for each month's supply on the basis of prescription slip within ten days of the closing day of each respective month. The bill shall show in detail the supply made each day along with the details of the medicines as supplied together with the doctor's prescription.
The bills must be submitted along with original prescription slip of BHEL's authorized medical officer/doctors.
8. PAYMENT TERMS: The supplier shall claim payment once a month by submitting the bills along with all the necessary documents in complete prescribed form. The payment will normally be arranged within thirty days from the date of presentations/submission. Payment will be made through NEFT (electronic fund transfer).
9. Disputes & its Jurisdiction: In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the Contractor.
10. Arbitration: The Contractor will be bound to the arbitration procedure/details mentioned in the General conditions of contract.

