

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
HEAVY POWER EQUIPMENT PLANT
RAMACHANDRAPURAM



PURCHASE DEPARTMENT-CMM

REQUEST FOR QUOTATION (RFQ)

RFQ No – BHELHYD/MED/RC/17-18

RATE CONTRACT FOR PROCUREMENT OF MEDICINES FOR BHEL GENERAL HOSPITAL,
RAMACHANDRA PURAM – HYDERABAD.

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1. REQUIREMENT AND PROCUREMENT PROCESS

INTRODUCTION

BHEL, Ramachandrapuram, Hyderabad (A Government of India Undertaking) invites tenders for finalizing rate contract for procurement of medicines required for BHEL General Hospital, Ramachandrapuram, Hyderabad for a period of two years. Offers shall be uploaded only by online mode through BHEL e-tendering portal – <https://bheleps.buyjunction.in>. Bidders need to log into the website, register for user id and password, search the RFQ No and submit your quotation. Offers received through any other mode will not be considered.

Documents applicable for the tender:

- a. RFQ document (current document)
- b. Instructions to Bidder's document (ITB Rev 07)
- c. Technical bid document containing item list and related information
- d. Price bid document (wherein only price needs to be fed)

2. PRE-QUALIFYING CRITERIA

The pre-qualification criteria for the vendors will be as follows:

- Vendor must be already supplying Medicines to Central Public Sector undertaking (CPSU) / Central Government Institution(s). Vendor shall submit the list of such CPSUs / Central Govt. Institutions to whom Medicines are already supplied. Vendor shall enclose Purchase order (PO) copies for past 3 years with respect to supply for CPSUs / Central Government Institutions. The total value of the above PO's for the last 3 years shall be not less than 5 Crores (with minimum of 2 crore to CPSUs). Vendors who fulfil the above conditions only will be qualified for the contract.
- Minimum average turnover of the last three financial years shall be Rs. 100 Crore. Vendor shall enclose the past three years Balance sheet copies (2016 – 17, 2015 – 16, 2014 – 15) duly certified by auditors along with income tax return forms for the above three years must be submitted.
- Vendors should not offer generic medicines / branded generic medicines. The offer should only be for branded products.
- For medicines(including but not limiting to tablets & capsules, injections, eye & ear drops, topical creams & ointments, pre filled syringes), following is mandatory:
 - WHO-GMP/COPP (certificate of pharmaceutical product)
 - Manufacturing & marketing certificate for last three financial years issued by drug controller for each medicine quoted/ VALID IMPORT LICENSE & MARKETING LICENSE ISSUED BY GOVERNMENT OF INDIA IN CASE OF IMPORTED MEDICINES.

3. AMENDMENT OF BIDDING DOCUMENTS

- 3.1.1 BHEL may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL.
- 3.1.2 Amendments made prior to submission of bid will be provided in the form of Addenda/ Corrigendum to the Bidding Documents and will be posted on the BHEL website only (<http://www.bhel.com>).
- 3.1.3 Bidders are requested to visit BHEL website regularly and note to corrigendum / amendments to the tender without fail and submit the bid/tender accordingly. BHEL will not be responsible for ignorance of corrigendum.

4. BID SUBMISSION PROCESS

Offers shall be uploaded only by online mode through BHEL e-tendering portal – <https://bheleps.buyjunction.in>. Submission procedure can be downloaded as attachments in the NIT document available on BHEL website or the same can be requested from the undersigned by requesting in email. RFQ document to be mandatorily duly signed, stamped and attached along with Technical Bid document i.e part 1. Price Bid document only to be uploaded separately with the part 2.

5. OPENING OF TENDERS

- 5.1.1 This is a Two Part Bid. The Part I – Technical bid would be opened on the Tender opening date i.e due date.
- 5.1.2 The Part II – Price bid of Technically & Commercially suitable Bidders alone would be opened. The Technically& Commercially suitable Bidders would be informed about the tender opening date.
- 5.1.3 Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part II – Price bid.

The correspondence shall be through BHEL e-portal indicated above.

6. EVALUATION OF BIDS

BHEL will evaluate the bids as follows;

Stage-I: Evaluation of Technical Bid

The tender would be opened on the tender opening date.

Only those Bidders who meet all the requirements as per **Pre-Qualification Criteria** will be considered for further evaluation.

BHEL's Committee will evaluate the bids submitted by the Bidders. During the evaluation of the bid, BHEL may ask for additional information / resources to validate the bid. These may include technical documents / supporting papers from third party, references, demonstration of a proof of concept or solution, visit to labs or their clients reference site, etc.

Failure to furnish all information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid. If there are any deviations in the item offered, without affecting the technical requirement/ commercial conditions they shall be filled-

in the Deviation format (Deviations to the NIT document) as per **Annexure D** issued with the tender document and submitted along with the bid. In case of no deviations, “No Deviation Certificate” as per **Annexure N** shall be submitted.

Commercial conditions sought in the tender also will be evaluated by the BHEL’s committee.

Bids meeting BHEL’s technical and commercial requirements only will be considered for Stage-II price evaluation.

Stage –II: Evaluation of the Price Bid

Bidders clearing the Technical and Commercial evaluation will have their Price Bids opened.

Commercial evaluation will be done individual line item wise and not on package basis. The L1 price, if found suitable, BHEL will enter into Rate Contract with the respective L1 bidder for the items(s).

Note: BHEL reserves the right to negotiate with the thus finalised L1 vendor(s) depending up on the price received for the items. And Rate Contract shall be entered into subject to acceptance by BHEL only.

BHEL reserves the right to go for a Reverse Auction (RA) instead of Opening the submitted sealed price bid, which will be decided after techno-commercial evaluation. Information and general terms and conditions governing RA are indicated at separate **Annexure–R**.

7. SECURITY DEPOSIT (SD)

Security deposit amount of 10% of the rate Contract value shall be submitted by the successful bidder for validating the Rate Contract.

Security deposit shall be furnished in any of the following forms:

- i. Pay order in favour of BHEL.
- ii. Demand draft in favour of BHEL.
- iii. Local cheques of scheduled banks, subject to its realization.
- iv. Bank Guarantee shall be from Nationalised Banks / Scheduled Bank / Public Financial Institutions as per the BHEL’s Bank Guarantee Format.
- v. Original Fixed deposit receipt (FDR) issued by scheduled banks / public financial institutions as defined in the Companies Act. The FDR should be in the name of successful bidder, A/c BHEL, duly discharged on the back

Acceptance of security deposit against point **iv** and **v** above, will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected there with. Security deposit shall not be refunded to the Successful bidder except in accordance with the terms of the Contract i.e. upon successful completion of the Contract.

The Security Deposit shall not carry any interest.

The bidder shall forfeit the Security Deposit In the event bidder fails to execute the supply as per terms and conditions of the contract.

The acceptance of the above is mandatory failing which the bidder shall be out rightly rejected.

8. OTHER TERMS & CONDITIONS:

1. VENDORS SHOULD NOT OFFER GENERIC MEDICINES / BRANDED GENERIC MEDICINES. THE OFFER SHOULD ONLY BE FOR BRANDED PRODUCTS AGAINST OUR ENQUIRY AND SHALL BE BASED ON “DOOR DELIVERY” BASIS TO OUR MEDICAL STORES / BHEL GENERAL HOSPITAL, RAMACHADRAPURAM HYDERABAD 502 032. EX-WORKS OFFERS WILL BE OUT RIGHTLY REJECTED.
2. OFFERS QUOTED SHALL BE “FIRM” DURING THE TENURE OF RATE CONTRACT AND “NO ESCALATION” IN PRICE SHALL BE ALLOWED.
3. OFFERS FOR PART QUANTITY ON ITEM LEVEL BASIS ARE NOT ACCEPTABLE.
4. PRICE TO BE QUOTED W.R.T. BHEL’S UNIT OF MEASUREMENT (UOM).
5. IN THE EVENT OF REDUCTION OF PRICES, AFTER THE TENDER OPENING DATE/ DURING CONTRACT PERIOD (AS PER NEW DRUG POLICY/OTHER GOVERNMENT POLICIES/ STATUTORY GUIDELINES TO BE INTRODUCED BY GOVT. OF INDIA WHEREIN PRICES OF CERTAIN DRUGS MAY BE SLASHED DOWN), THE BENEFIT SHOULD BE PASSED ON TO BHEL.
6. RATE CONTRACT WILL BE ENTERED INTO BY BHEL WITH FINALIZED VENDORS AS PER BHEL TERMS AND CONDITIONS FOR THE IDENTIFIED ITEMS. AFTER FINALIZING THE RATE CONTRACT, PURCHASE ORDERS WILL BE RELEASED BASED ON THE RATE CONTRACT AS PER REQUIREMENT.
7. NORMAL EXPIRY DATE OF ALL THE DRUGS SHOULD BE MINIMUM ONE YEAR AT THE TIME OF SUPPLY. VENDOR WILL HAVE TO REPLACE ALL THE NEAR EXPIRY DRUGS WITH DRUGS OF ONE YEAR EXPIRY. BHEL WILL INFORM THE VENDOR ON REGISTERED EMAIL ID (EMAIL ID PROVIDED IN TECHNICAL BID, IT IS MANDATORY TO PROVIDE EMAIL ID IN TECHNICAL BID) 2 MONTHS (OR MORE) BEFORE EXPIRY DATE OF THE ITEM. VENDOR SHALL PROVIDE REPLACEMENT WITHIN ONE MONTH OF GETTING EMAILED INFORMATION, FAILING WHICH AMOUNT EQUAL TO COST OF SUCH DRUGS WILL BE RECOVERED FROM SECURITY DEPOSIT OR RUNNING BILLS OF VENDOR OR THEIR AUTHORIZED SUPPLIER (AT DISCRETION OF BHEL). IN CASE, VENDOR DOES NOT TAKE BACK SUCH DRUGS FROM BHEL STORE WITHIN ONE MONTH BEFORE EXPIRY DATE, BHEL AT IT’S DISCRETION WILL BE FREE TO DISPOSE OFF SUCH DRUGS.
8. ORIGINAL / COPY OF SELF-ATTESTED LAB BATCH TEST REPORTS ARE TO BE FURNISHED ALONG WITH CONSIGNMENT OF MEDICINES. ACCEPTANCE OF MEDICINES / PAYMENT OF ABOVE CONSIGNMENT ARE TO BE MADE ONLY AFTER RECEIPT OF ABOVE TEST REPORTS.
9. THE DELIVERY PERIOD SHALL BE 30 DAYS FROM PURCHASE ORDER DATE.
10. BHEL RESERVES THE RIGHT TO RANDOMLY SELECT ANY DRUG SAMPLE FROM THE BATCH AND GET IT ANALYZED FROM A RECOGNIZED LABORATORY AT BHEL COST. IN CASE OF ANY DISCREPANCY, SUITABLE ACTION WILL BE TAKEN AS PER EXTANT GUIDELINES OF BHEL.
11. FREQUENT CHANGES IN LOCAL SUPPLYING AGENCY SHALL BE AVOIDED TO THE EXTENT POSSIBLE. NOT MORE THAN THREE CHANGES SHALL BE ALLOWED DURING THE TENURE OF THE RATE CONTRACT.
12. SUPPLY QUANTITY VARIATION OF PLUS / MINUS (+/-) 20% OF PO QUANTITY SHALL BE ALLOWED. THIS IS UNDER DISCRETION OF BHEL AUTHORITIES.
13. PROPER PACKING TO BE ENSURED AND MATERIAL SHALL BE STAMPED AS “BHEL SUPPLY, NOT FOR SALE”

14. THE AGENTS / DISTRIBUTORS SUBMITTING QUOTATIONS ON BEHALF OF THEIR PRINCIPAL TO WHOM THIS ENQUIRY IS SENT, SHALL ENCLOSE A LETTER OF AUTHORIZATION FROM THEIR PRINCIPAL, SPECIFYING THE ENQUIRY REFERENCE.
15. IN CASE THERE IS ANY MERGER / TAKE OVER / CHANGE OF ADDRESS DURING THE COURSE OF PROPOSED RATE CONTRACT, IT IS THE DUTY OF THE SUPPLIER TO INFORM BHEL ACCORDINGLY WITH PROPER DOCUMENTARY EVIDENCE, BY BOTH THE PARTIES, SO THAT SUITABLE AMENDMENTS CAN BE DONE.
16. TERMS REGARDING BID SUBMISSION PROCEDURE, RFQ DOCUMENT PREVAILS OVER ITB (SUBMISSION OF OFFER VIDE E-PORTAL OVER ITB'S).
17. IN CASE OF ANY AMBIGUITY IN THE SUPPLIERS QUOTE IN VARIOUS DOCUMENTS SUBMITTED BY SUPPLIER, TERMS BENEFICIAL TO BHEL SHALL BE CONSIDERED.
18. BHEL RESERVES RIGHT TO INCREASE OR DECREASE THE TENDERED QUANTITY AS WELL AS NOT TO ISSUE RATE CONTRACT FOR ANY NUMBER OF ITEMS. **MOREOVER**, ANY ITEM IN THIS RATE CONTRACT MAY BE INCLUDED IN CENTRAL PURCHASE RATE CONTRACTS AT CORPORATE LEVEL OF BHEL AT A LATER DATE (EVEN AFTER FINALIZING THIS RATE CONTRACT). IN SUCH EVENT THIS RATE CONTRACT FOR THESE ITEMS WILL STAND CANCELLED.
19. BHEL RESERVES THE RIGHT TO TERMINATE THE RATE CONTRACT AT ANY POINT OF TIME WITHOUT ASSIGNING ANY REASON THEREOF.
20. BHEL RESERVES THE RIGHT TO EXTEND THE RATE CONTRACT FOR A PERIOD OF 1 MORE YEAR WITH MUTUAL CONSENT.
21. TENDER SHALL BE SUBMITTED ONLY THROUGH E-PORTAL INDICATED ABOVE. TENDER SUBMISSION PROCESS INDICATED IN THE ITB SHALL NOT APPLY.

9. Integrity pact:

IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Details of IEM for this tender is furnished below:

IEM: Shri D.R.S Chaudhary, IAS (Retd.)
E-1/164 Arera Colony
Bhopal 462016
Email: dilip.chaudhary@icloud.com

No routine correspondence shall be addressed to the IEM (phone /post/email) regarding the clarifications, time extensions or any other administrative queries etc on the tender issued. All such clarifications /issues shall be addressed directly to the tender (procurement) department.

ANNEXURE 'A'**TENDER ENQUIRY NO:**

Rs. Lacs

TURNOVER OF THE BIDDER	2016-17(Audited) Rs.	2015-16 (Audited) Rs.	2014-15 (Audited) Rs.
Copies of audited balance sheets	Enclosed/ Not Enclosed	Enclosed/ Not Enclosed	Enclosed/ Not Enclosed
Copies of Income tax returns & profit and loss statement	Enclosed/ Not Enclosed	Enclosed/ Not Enclosed	Enclosed/ Not Enclosed

Purchase Order Copies	Value	PO's finalized in last three financial years
Over all PO value from CPSU/Central Govt Institution	Rs	Enclosed/ Not Enclosed
PO Value from CPSU's	Rs.	Enclosed/ Not Enclosed

WHO- GMP CERTIFICATE	Enclosed/ Not Enclosed
Manufacturing & marketing certificate for last three financial years issued by drug controller for each medicine quoted/ VALID IMPORT LICENSE & MARKETING ISSUED BY GOVERNMENT OF INDIA IN CASE OF IMPORTED MEDICINES	Enclosed/ Not Enclosed

Signature with seal of the firm

DEVIATIONS TO THE RFQ AND ITB DOCUMENT

Sl. No	Item or Parameter	Requirement as per BHEL	Deviation	Alternate solution/Bidder's quote (offer)

Date: _____

Bidder's Signature with Seal

NO DEVIATION CERTIFICATE

(To be given in bidder's letter head)

Ref: BHEL's RFQ No. _____ Dated _____

It is Certified that the offered solution vide RFQ No. _____

Dated _____ in response to BHEL's enquiry mentioned under reference has no deviation from the requirement of BHEL, Ramachandrapuram given vide the RFQ document.

Date: _____

Bidder's Signature with Seal