KASTURBA HOSPITAL
Medical (Purchase)
BHEL, Bhopal, Ph No. – 0755 – 2505364/5330
Fax No 0755 – 2500195

Ref: BPE1900438 DT: 30/10/2019

RFQ No BPE1900438 Due date 13/11/2019 till 1100 hrs.

SUB: NOTICE INVITING TENDER FOR ENTERING INTO RATE CONTRACT FOR 12 MONTHS PERIOD OF SUPPLY OF LOCAL PURCHASE OF MEDICINE & PHARMACEUTICAL ITEMS ON DAY TO DAY BASIS.

Sealed Tenders are invited in **Two Parts** i.e. Technical Bid [containing documents listed at Annexure-II, 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-III] 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 MEDICAL PURCHASE
Kasturba Hospital, BHEL
Habibganj, Bhopal-462024

TERMS AND CONDITIONS: -

1. **SCOPE OF RATE CONTRACT:** This Rate Contract (RC) is for supply of medicines & pharmaceutical items required on DAY TO DAY BASIS. Demand shall be raised by Medical Store Kasturba Hospital, BHEL, Habibganj, Bhopal.
2. **Place of supply:** The supplies to be made to Main Medical Stores, Kasturba Hospital.
3. **Validity of rate Contract:** This Rate Contract shall be valid for **12 MONTHS.** Rate contract shall start from the date of issue of Purchase Order or as defined in Purchase Order.
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:** RC shall be finalized for a value of Rs. 120 Lakhs. However, billing to be done on actual supply basis. Cumulative billing (including taxes) during RC period should not exceed Rs. 120 Lakhs.
6. **DISTRIBUTION OF CONTRACT:** We intend to distribute R/C between TWO suppliers in the ratio 65:35 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. **Supply Schedule:** L1 bidder shall supply medicines for 02 consecutive months followed by one-month supply by L2 bidder followed by L1 bidder for 02 consecutive months and so on.
8. In case of failure in supply of material by L2 supplier, their respective balance RC amount shall be given to L1 supplier. Respective supplier (the defaulters) will also be removed from approved vendor list.
9. In case of failure in supply of material by L1 supplier, their balance RC amount shall be given to L2 supplier. Moreover, L1 supplier (the defaulters) will be removed from approved vendor list.
10. **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 / security deposit. L1 supplier (the defaulters) will also be removed from approved vendor list.
11. **Security Deposit:** Supplier need to furnish a Security Deposit of 10% value of awarded contract in favor of M/S BHARAT HEAVY ELECTRICALS BHOPAL through online payment through SBI (SB Collect). Proof of payment of security deposit to be furnished within 10 days from the date of Purchase order.

12. **Eligibility:** The party participating in the Press Tender shall be considered only after his registration, on the basis of Mandatory & Statutory documents as listed as Annexure-II. 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).
13. Tenders received after due date and time shall not be considered under any circumstances.
14. Part I: Technical Bid shall be opened on due date i.e. on **13/11/2019** at 1430 hrs.
15. 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.
16. 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 be considered only if the bid is techno-commercially accepted without seeking any clarification from the vendor. Otherwise the bid / offer shall be rejected.
17. **Expectations from supplier post award of RC (Performance monitoring):** Requirement list shall be furnished by Sr. Pharmacist (Store) by Email daily twice between 12 noon to 1 PM & 4 PM to 5 PM. All medicines need to be supplied **preferably** by next working day. Maximum time allowed to supply is two working days (of Kasturba Hospital). For example, requirements given on Monday shall be supplied latest by Wednesday and requirements given on Friday shall be supplied latest by Monday. Any delay in supply will attract LD as 0.5% per week for undelivered items. Such items shall be arranged by Kasturba Hospital through other means and difference between cost price to Kasturba Hospital and contracted discounted cost shall also be recovered from you.
18. Supplier should always be available on phone / mobile or alternate contact number.
19. 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 &/or Email.
20. The supplied material should be of **SPECIFIED BRAND**. If the requisite items are not available, substitute may be supplied after approval of CMS / I/C (Purchase) / I/C (Store).
21. You should be prepared to accept the un-used material supplied under the rate contract within 7 days after supply the goods.
22. "NOT AVAILABLE LIST OF ITEMS SHALL NOT BE ACCEPTED. If not available in market, the same should be supplied within 3 to 4 days" with intimation and approval of competent authority. In case of failure in supply of any particular ITEM, the same shall be purchased from the open market at your risk & cost and the difference in price shall be deducted from your pending bills. However, this practice shall be on very exceptional cases.
23. Supplier will have to submit bills in TRIPLICATE along with delivery challan of the medicine. Name of manufacturers must clearly be written on the bills.
24. **Payment** of bills will be released within 90 days of supply and acceptance of the material.
25. 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.
26. For any further clarifications, I/C (Purchase) / I/C, (Store) may be consulted.

27. 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.

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

I/we hereby confirm to abide by all above Terms & conditions. *Date:_______________* *Place _______________* *Bidder's signature & seal*

ANNEXURE-I

MANDATORY DOCUMENTS (QUALIFYING CRITERIA)

1. Permanent Account No. ______________________
   (self-certified PAN CARD copy to be attached)

2. GST Registration No. _______________________
   (self-certified GST Certificate copy to be attached)

3. FDC License No for retailing drugs ______________ valid up to _________
   (self-certified Drug License copy to be attached)

4. Pharmacist's Registration No. (of qualified person in charge, as given in FDC license at (3) above) ________________ valid up to ______________
   (self-certified certificate Copy to be attached)

5. Copy of Balance Sheet (Profit & Loss Account) for the last 3 years i.e. for FY 18-19, FY 17-18 and FY 16-17 to be attached.

6. Bidder should have their registered office in Bhopal. Bids of vendors located outside municipal limits of BHOPAL shall not be considered. Address as indicated in PAN / CST / Drug License shall be taken in to consideration.

NAME OF THE AUTHORISED SIGNATORY : ____________________________

CONTACT NUMBERS : ____

Email Address : ____

PROFORMA FOR QUOTING RATES (PART II: PRICE BID)

1. TENDER REF : BPE1900438
2. NAME OF THE PARTY : ______________________________
3. ADDRESS : ______________________________

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4. Discount in percentage on total Price as per clause 4 of terms & condition.

   ______________________ (in figure)

   ______________________ (in words)

5. NAME OF THE AUTHORISED SIGNATORY : ______________________

   CONTACT NUMBERS : ______________________________

   Email Address : ______________________________

(AUTHORISED SIGNATURE)
(SEAL / STAMP)

DATE:

PLACE: