



**BHARAT HEAVY ELECTRICAS LIMITED**  
**COMPONENT FABRICATION PLANT: RUDRAPUR**  
**(Human Resource Management Department)**

**Annexure-A**

**Special Terms & Conditions for Empanelment of Authorized Pharmacy**

**Subject: Empanelment of Authorized Pharmacy for supply of medicines to BHEL Dispensary Rudrapur for employees/ beneficiaries of BHEL Retired Employees Contributory Health Scheme.**

1. Sealed tenders are invited for "Selection for Empanelment of Authorized Pharmacy for supply of medicines to BHEL Dispensary Rudrapur for employees/ beneficiaries of BHEL Retired Employees Contributory Health Scheme". Please read full tender document including its terms & conditions, annexures and formats thoroughly.

2. NO. OF AUTHORISED PHARMACY AND DURATION OF EMPANELMENT:

Amongst the bidders which will be qualified in Technical cum commercial bid, on opening of their Price Bids, maximum of two bidders (02 Nos.) Pharmacy shall be empaneled as Authorized Pharmacy for a period of two (02) years.

3. PURPOSE OF TENDER ENQUIRY: BHEL provides Medical care facilities to its employees & their dependents and beneficiaries under BHEL Retired Employees Contributory Health Scheme, hereinafter referred as 'beneficiaries'. With the objective to ensure timely supply of medicines to its beneficiaries, BHEL intends to empanel Medical Store with BHEL as Authorized Pharmacy for supply of medicines to BHEL beneficiaries, at Rudrapur. Detailed Scope of Work is given at Annexure-A 1.

4. EVALUATION OF TECHNICAL CUM COMMERCIAL BIDS: The Technical Cum Commercial Bid shall be evaluated as per Qualifying Criteria given at Annexure-A 2.

Price Bid of only those Bidders who qualify in the technical cum commercial evaluation in line with the qualification prescribed shall be opened. The date, time and place for opening the Price Bids, as per Annexure-A 3, will be communicated to the eligible bidders. The Bidders may send their representatives to attend the opening if they wish.

Bidder offering highest discount on MRP shall be termed as H-1 bidder (highest discount). H-2 bidder shall be required to match the H-1 discount rates, for being on panel, failing which the option shall be given to the other bidders in the order H-3 bidder, H-4 bidder and so on, to match H-1 rate. H-1 bidder and other bidder (if any) matching the H-1 rate will be empaneled for a period of 02 years. The contract will be divided in 70:30 ratio between H-1 and the other bidder. In case other bidder does not agree with H-1 rate then 100% contract will be awarded to H-1 bidder.

*Price bid received in any form other than the prescribed at Annexure-A 3 are liable to be rejected.*

5. BILLING & PAYMENTS PROCEDURE IS GIVEN AT Annexure-A 4.

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## 6. MISCELLANEOUS

- A. No deviation from above terms and conditions will be accepted. Format at Annexure-A 5
- B. The Bidder shall be solely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. Any other tax, delivery cost & other cost shall be borne by the bidders during execution of the contract.
- C. BHEL reserves the right to annul the bidding process at any time prior to award of Contract including rejection of any or all bids after the same have been received, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders on the ground of BHEL's action.
- D. BHEL reserves the right to reject all / any application received without assigning any reason thereof.
- E. In case of inconsistency or contradiction, the order of precedence shall be purchase order, Letter of Intent, followed by special conditions, SCC/GCC for purchase, tender, offer.
- F. The bidder shall abide by the applicable statutory / regulatory / legislative requirement / government orders governing the business of Medicines/Drugs/Cosmetics in India.
- G. General Declaration for the contract is given at Annexure-A 6.

## 7. CANCELLATION OF TENDER / RIGHT OF ACCEPTANCE:

- A. BHEL reserves the right to reject all the bids or cancel / withdraw the invitation for bids without assigning any reason whatsoever and in such cases no bidder / intending bidder shall have any claim arising out of such action. The acceptance of bid will rest with BHEL and does not bind BHEL to accept the Highest Discount (H1) or any bid.

## 8. TERMINATION OF CONTRACT:

- A. After award of Contract, by giving notice of 15 days in writing to the bidder, BHEL shall have the right to cancel the award wholly or in part thereof on account of:
  - I. Delays in execution of job by the bidder despite reminders/follow-up or any other unforeseen conditions including force majeure conditions.
  - II. Corrupt or fraudulent practices of the bidder in competing or in executing the Contract.
  - III. Non satisfactory performance of the bidder shall result in termination of contract at the risk and cost of the bidder.
  - IV. Decision of BHEL, at its sole discretion, to terminate the Contract.

In case of termination, the bidder shall have no claim for compensation against BHEL on account of such cancellation, including work done, if any.

## 9. FORCE MAJEURE

- A. For the purpose of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a bidder and which makes a bidder's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, such occurrence including, but not limited to, acts of God, war, nature, public disorders, strikes, riots, etc. acts of government authorities, etc, not within the control of the bidder.

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B. The failure of a bidder to fulfil any of its obligations under the contract shall not be considered to be a breach of or Default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the bidder affected by such an event:

- I. Has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract and
- II. Has informed the other bidder as soon as possible about the occurrence of such an event.

#### 10. ISSUE OF NOTICE

Service of notice on Bidder: - Any notice to be given to the Bidder under the terms of the contract shall be served by sending the same by Registered Post / Speed Post/ Courier to or leaving the same at the Bidder's last known address of the principal place of business (or in the event of the bidder being a company, to or at its Registered Office). In case of change of address, the notice shall be served at changed address as notified in writing by the Bidder to BHEL. Such posting or leaving of the notice shall be deemed to be good service of such notice and the time mentioned to the condition for doing any act after notice shall be reckoned from the date so mentioned in such notice.

Service of notice on BHEL: - Any notice to be given to BHEL in-charge under the terms of the Contract shall be served by sending the same by post to or leaving the same at BHEL address or changed address as notified in writing by BHEL to the Bidder.

#### 11. CHECK LIST

Sl. No.	Description /Item	Enclosed Yes/No
1.	Techno-Commercial Bid: Sealed in a separate envelope along with all the documents.	Yes/No
2.	In case of own pharmacy registration: List of Retails outlets with separate Pharmacy Registrations with name, address and contact email & telephone no. details;	Yes/No
3.	Signed copy of all the tender terms and conditions.	Yes/No
4.	Signed and stamped Un- price bid formats along with technical bid (Annexure-A 3).	Yes/No
5.	No Deviation Certificate (Annexure-A 5).	Yes/No
6.	General Declaration certificate (Annexure-A 6).	Yes/No
7.	Is the bidder a MSE? If Yes, enclose Udyog Aadhaar Memorandum & Acknowledgement / Valid NSIC Certificate/ Entrepreneurs Memorandum Part II (EM II) certificate (deemed validity of 5 years)/{in case of EM II certificate older than 5 Years, EM II certificate along with attested copy of CA certificate.	Yes/No
8.	Annexure-A 3 (Price Bid) sealed in a separate envelope without any comments/ conditions / deviations.	Yes/No

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**LIST OF ANNEXURES**

<b>SI No.</b>	<b>Subject</b>	<b>Annexure No.</b>
	<b>Annexure required for Techno-Commercial Bid</b>	
1	<b>Special Terms &amp; Conditions for Open Tender for Empanelment of Authorized Pharmacy</b>	<b>Annexure - A</b>
2	<b>Detailed Scope of work</b>	<b>Annexure-A 1</b>
3	<b>Technical cum Commercial Qualification Criteria (PQR)</b>	<b>Annexure-A 2</b>
4	<b>Billing &amp; Payment procedure</b>	<b>Annexure-A 4</b>
5	<b>No Deviation Certificate</b>	<b>Annexure-A 5</b>
6	<b>General Declaration Certificate</b>	<b>Annexure-A 6</b>

<b>SI No.</b>	<b>Subject</b>	<b>Annexure No.</b>
	<b>Annexure required for Price Bid:</b>	
	<b>Price Bid Format</b>	<b>Annexure-A 3</b>
<b>Signatures &amp; Seal of Authorized Signatory:</b>		

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**DETAILED SCOPE OF WORK**

The empaneled Pharmacy to be known as Authorized Pharmacy will supply the medicines at the agreed uniform rate of discount on MRP (inclusive of all taxes) in the stipulated time against the requisition from BHEL in physical/email/mobile mode.

1. Placement of orders for supply & Mechanism of Receipts / Collection of Medicines by Beneficiaries:

The Pharmacy shall receive the order through physical/email/mobile mode from BHEL authorized doctor/pharmacist/representatives and deliver at BHEL dispensary. Alternatively, BHEL authorised representative will have the option to take the delivery of the medicines directly from the pharmacy and the same is to be provided. Medicine is to be provided within 24 hours on receiving the requisition through physical or /mobile/ Whatsapp, /Registered Email mode. In exceptional situations if the medicine is not available and the pharmacy is not able to procure it either from alternative source within the stipulated time, then on receiving the request, BHEL may extend the delivery period.

2. NON-SUBSTITUTION: Specific brand of medicines shall not be substituted by another brand.

3. PACKED SUPPLIES: Supplies are required to be made in original packing of manufacturer. The packing should be nearest to the total quantity demanded.

4. SUPPLY OF MEDICINES:

Sufficient stock of Medicines at all times will have to be maintained by the Pharmacy to avoid inconvenience to BHEL beneficiaries.

The Authorised Pharmacy will indicate batch number, name of manufacturer, date of expiry of Medicines indented in the relevant columns of the billing sheet at the time of supplying the medicines to BHEL.

The designated Authorised Pharmacy shall deliver the indented medicines in separate packets for each and every individual beneficiary.

**In case the ordered medicines are not available with the bidder, then BHEL / beneficiary will be entitled to cancel the order and procure from other vendor or source. And the value of the medicines will be included to the account of the original vendor not supplying the medicine, for the purpose of splitting the contract value.**

Signatures & Seal of Authorized Signatory:

<b>TECHNICAL CUM COMMERCIAL QUALIFICATION CRITERIA (DETAILS REQUIRED IN OFFERS SUBMITTED AGAINST TENDER)</b>			
<b>Sl. No.</b>	<b>Documents/Description</b>	<b>:</b>	<b>Remarks/Page No.</b>
1	Owner Name	:	
2	Name of Pharmacy/Party	:	
3	Full Address with Pin Code	:	
4	Pan Card No. (Enclose a Copy)	:	
5	GST Registration (Enclose a Copy)	:	
6	Pharmacy Registration (Enclose a Copy)	:	
7	<b>Turn Over Details (Minimum Avg. Annual Turnover - Rs. 9.60/- Lakh in last 3 years ending 31st March 2021) (Enclose Audited Balance Sheet)</b>		
	2020-21	:	
	2019-20	:	
	2018-19	:	
8	Email Address	:	
9	Mobile No.	:	

Signatures of Authorized Signatory of Bidder Name:

Designation: Date:

Place:

Seal of Organization:

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**PRICE BID FORMAT\***

Name of the Pharmacy	Percentage discount over the Maximum Retail Price incl. of all taxes (MRP Printed on the packaging of Medicines) No separate taxes, no delivery cost & no other costs shall be payable	
	In figures	In words

*\* Price bid received in any form other than the prescribed are liable to be rejected.*

Bidder offering highest discount on MRP shall be termed as H-1 bidder (highest discount). H-2 bidder shall be required to match the H-1 discount rate, for being on panel, failing which the option shall be given to the other bidders in the order H-3 bidder, H-4 bidder and so on, to match H-1 rate. H-1 bidder and other bidder (if any) matching the H-1 rate will be empaneled for a period of 02 years. The contract value will be split between H-1 bidder and the other bidder accepting the H-1 rate in the ratio 70:30. If no bidder accepts H-1 rate then 100% contract value will be awarded to H-1 bidder.

Signatures of Authorized Signatory of Bidder Name:

Designation: Date:

Place:

Seal of Organization:

**BILLING & PAYMENT PROCEDURE:**

**PRESENTATION OF BILLS:** The Pharmacy shall present the bill fortnightly for the supplies made. The bill should clearly indicate the details of the supplies made against each requisition, as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, name of beneficiary, beneficiary ID No. with date, rate, discount as per contract etc. and any other information required by the BHEL.

**PAYMENT:** Payment terms: Bill complete in all respect along with all the requisite documents will be paid within 45 days of receipt in BHEL. The payment will be made through ECS for which bidder should give requisite ECS Mandate Form with details of bank address, Account No. etc. & a copy of the cancelled Cheque.

**TAXES AND DUTIES:** Payment shall be made to the bidder only after submission of GST compliant Tax invoice and other relevant documents. Bidder has to ensure the compliance under the GST Act & rules. If any loss occurs to BHEL due to Non-compliance on a/c of the bidder shall be to the bidder's A/C. The bidder has to submit their GST registration certificate to BHEL within 30 days from the acceptance of order.

The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time.

**PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED:** Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

**DEDUCTIONS FOR DEFAULT**

In case it is found that supplied medicines has expired or is spurious, Authorized Pharmacy will be liable to be debarred for a period of 3 years besides other legal action that may be initiated by BHEL as per law. The due procedure prescribed in the Policy on Suspension of Business dealings and banning of Business ([www.bhel.com](http://www.bhel.com)) shall be followed.

Specific brand of medicines shall not be substituted by another brand without prior consent from BHEL. If any such case is noticed during subsequent scrutiny after or before the payment, the supplier will be penalized for Rs.1000 in addition to the cost of the specific brand of medicine indented for each such default. In cases of three (03) defaults during the contract period, actions as per Policy on Suspension of Business dealings and banning of Business ([www.bhel.com](http://www.bhel.com)) shall be initiated for suspension of business dealings.

Signatures &amp; Seal of Authorized Signatory:

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(This is to be given on the letter head of the bidder)

**NO DEVIATION CERTIFICATE**

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Notwithstanding anything mentioned in our bid, we hereby accept all the terms and conditions of this tender without any reservations whatsoever. We hereby undertake and confirm that we have understood all the specifications, stipulations, terms and conditions as mentioned in this tender enquiry. Deviations, if any mentioned elsewhere in our bid (whether techno-commercial bid or price bid) will be treated as null and void by BHEL.

Signatures of Authorized Signatory of Bidder Name:

Designation: Date:

Place:

Seal of Organization:

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(This is to be given on the letter head of the bidder)

**GENERAL DECLARATION CERTIFICATE**

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I, \_\_\_\_\_ hereby certify that all the information and data furnished with regard to this tender No. \_\_\_\_\_ are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, also undertake to maintain confidentiality of documents & information which shall be used during the execution of the Contract and the documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL or divulgence of personal information of the employee/patient.

I, further certify that NO CASE is pending against my establishment under the Drugs and Cosmetics Act and Rules as on the date of submission of the tender.

I, further certify that my establishment has not been debarred/ blacklisted by any organization.

I, further certify that I have been duly authorized by my establishment i.e. under mentioned bidder for signing and submission of bids and all other documents.

Signatures of Authorized Signatory of Bidder Name:

Designation: Date:

Place:

Seal of Organization: