



**BEML LIMITED**

(A Govt. of India Mini Ratna Company under Ministry of Defence)

“BEML SOUDHA”, 23/1, 4<sup>th</sup> Main, S. R. Nagar,

BANGALORE – 560 027

Phone: 080 – 2296 3179, Fax : 080 – 2296 3283

**TENDER NOTICE**

**Bid Invitation No.: 6300029095**

**Date: 28.08.2019**

**Sub: Tender for Medicines Rate Contract for a period of 2 years**

**Tender Closing Date & Time: 09.09.2019 at 14.00 hrs**

BEML LIMITED invites tender through e-mode in e-mode through BEML SRM platform for supply of Medicine Items to BEML Bangalore Complex on long term basis for a period of 2 years in accordance with the enclosed terms and conditions within the due date and time mentioned above.

**All Corrigenda, Addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in) only. Bidders should regularly visit BEML’s websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.**

Asst. General Manager  
Corporate Materials

**Enclosures :** as mentioned above

**Enclosure to Bid Invitation No. 6300029095 dated:28.08.2018****TERMS & CONDITIONS**

1. This tender is designated as the tender for supply of Medicine Items to BEML Bangalore Complex, on long term basis for a period of 2 (Two) years commencing from the date of award of contract.
2. The tender in single bid tender and firms are requested to quote their prices and requested to upload all the documents as requested
3. Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection.
4. The Bidder is advised to carefully go through the terms & conditions of tender before submitting the offers. **The Bidders shall fill in all the required particulars in the blank space provided for the purpose in the tender document.**
5. **No corrections/ revisions will be entertained after the closing date and time of tender.**
6. **All entries in the tender document shall be in English either typed or written legibly. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized person. All the documents should be uploaded in PDF format.**
7. **Please note that as per the directives from the Ministry of Defence, Class 3 Digital Signature is mandatory for submission of bid on our e-Procurement system. System will not accept Class 1 or Class 2 Digital Signatures.**
8. Please note that activation of the Digital Signature Token in our system happens after 12.00 midnight from the Start Date of the validity, i.e. the next date after the Start Date of the validity. Hence in case you are getting a new Class 3 Digital Signature Token or arranging renewal of the existing Class 3 Digital Signature Token, it is advisable to get the same at least two days before the due-date of the tender.
9. In case of any queries on Digital Signature or submission of bid in the system, please contact BEML SRM Team on 080-22963269, 080-22963141 or e-mail to [admin.srm@beml.co.in](mailto:admin.srm@beml.co.in).
10. Fax/email quotations are not acceptable.
11. BEML reserves the right to accept or reject any bid.
12. All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any to the tender will be hosted on BEML website [www.bemlindia.in](http://www.bemlindia.in) only. Bidders should regularly visit BEML's websites to keep themselves updated. No separate advertisement shall be published in the News paper in this regard.  
  
Before the dead-line for submission of Bids, BEML is at liberty to modify the Bidding documents.
13. **All Corrigenda, addenda, Amendments, Time Extensions, Clarifications etc if any thus issued shall be part of the Bidding documents and shall be hosted on BEML website.**  
  
Bidder must ensure that they furnish the correct information and documents. Bidders found having furnished false information are liable to be rejected
14. **Price Bid Validity:** should be valid for 120 days (one hundred twenty days) from the date of tender opening. BEML may request the bidders to extend the bid validity for another period of 30 days or so depending on the requirement.

Acceptance of the tender at the quoted / negotiated rates by BEML will be binding on the tenderer during the tenure of contract.

15. **15. Fall Clause:** The price charged for the stores supplied under the contract shall in no event exceed the lowest price at which the supplier sells the stores or offers to sell stores of identical description to any persons/organizations including the purchaser of any department of the Central Govt. or any Dept. of the State Govt. or any statutory undertaking of the Central or State Govt., as the case may be, during the period, till the performance of the supply order placed and during currency of the contract is completed.

If at any time during the said period, the supplier reduces the sales price, sells or offers to sell such stores to any person/organization including the purchaser or any department of Central Govt. or any Dept. of State Govt., or any statutory undertaking of the Central or State Govt., as the case may be at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction/sale or offer of sale to BEML and the price payable under the contract for the stores supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced and may be liable for cancellation of the contract as well as encashment of the PBG amount.

22. **Payment terms:** 60 days from date of receipt & acceptance of goods at of BEML, Bangalore Complex.

16. **Supply:** FOR Destination basis at BEML Bangalore complex **preferably within 15 days from date of receipt of Purchase order.** Supply of medicines /consumables shall be as per Purchase Order / Indent. Alternate Medicines will not be acceptable unless backed by a written communication from BEML.

17. Rates should be quoted for each of the required medicines & consumables separately on door delivery basis (all inclusive).

18. Supplied Medicines should have at least 75% of shelf life at the time of receipt at BEML. If the shelf life of the drug supplied is less than the period that is prescribed in the tender condition, then the supplier shall take back the stock supplied at his cost. Items with lower shelf life may be accepted at the discretion of BEML.

19. In case the Medicines supplied by your firm cannot be used, on account of expiry date, the same has to be replaced free of cost. BEML Bangalore complex will inform the Firms to replace the expired drugs / due for expiry & the same are to be collected by the supplier within 15 days from the date of intimation from BEML. If the rejected / expired drugs are not collected within 30days from the designated location, BEML reserves the right to scrap such drugs at suppliers risk without any further intimation.

20. In case any batch of medicines are rejected and is communicated by the drug controller, such medicines, to the extent available at our hospitals should be replaced free of cost immediately.

21. **Liquidated Damage (LD) Clause:-** LD applicable shall be @ **0.50%** per week or part thereof subject to a maximum of **5%** of the value of undelivered quantity out of the scheduled quantity for delayed supplies beyond mutually agreed delivery date.

22. **Non-performance Clause / Risk Purchase Clause:-** In case of non performance of the order, BEML will have the right to procure the ordered / balance medicine from open market or through other agencies and the difference in price will be recovered from your pending bills along with LD.

23. **Validity of Rates & Extension of Contract period:** The offered/ finalized prices shall remain valid during tenure of contract unless there is change in statutory levies and with a provision for extension for further period upto one year at the same price, terms & conditions.
24. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or Act of the Central or State Government or by the bidder himself, the bidder shall be bound to inform ordering authority immediately about such reduction in the contracted prices. Ordering authority is empowered to unilaterally effect such reduction as is necessary in rates in case the bidder fails to notify or fails to agree for such reduction of rates.
25. **Acceptance / Rejection Procedure:** If Goods supplied are not as per finalized brand/ specification indicated in BEML orders the same will be totally rejected.
26. **BEML Logo:** BEML logo should be printed on bulk supplies

27. **APPROPRIATION:**

BEML Ltd., shall be entitled to recover by appropriating in part or full any sum of money payable by the supplier under this contract or any other contract including contracts with other divisions of BEML. Should the sum of amount recovered is not sufficient to cover the total amount due, BEML is entitled to recover such amount from the bills that becomes due or the supplier shall pay BEML the balance due. BEML shall also be entitled to recover any amount due to them from the PBG executed in lieu thereof.

28. **FORCE MAJEURE:** Notwithstanding anything contained in the Contract, neither the Service provider nor the BEML shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation become unreasonably onerous or impossible due to occurrence of a 'Force Majeure' condition which directly affect the obligations to be performed by BEML or the supplier.

Such events include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotions, insurgency, sabotage, acts of public enemy, fires, explosion, epidemics, quarantine restrictions, floods, earthquake, or acts of God, restrictions by Govt. authorities over which the supplier or BEML has no control.

The party claiming to be affected by Force Majeure shall notify the other party in writing without delay, within two weeks on the intervention and on the cessation of such circumstance. Extension of time sought by the Service provider along with supporting evidence and so granted by the BEML for the supply/ work affected, if any, shall not be construed as waiver in respect of remaining deliveries.

29. Notwithstanding above provisions, BEML shall reserve the right to cancel the order/ Contract, wholly or partly, in order to meet the overall delivery schedule and make alternative arrangements including arrangements with third party for completion of deliveries and other schedules.

30. **ARBITRATION:**

**Applicable for Govt. / PSU Company**

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in Department of Public Enterprises, to be nominated by the Secretary to the Government of India, in charge of the Department of Public Enterprises. The

Arbitration and Conciliation Act, 1996 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl. Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

### **Applicable for other than Govt. / PSU Company**

In the event of any dispute or difference relating to the interpretation and application of the provisions of this Agreement, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator to be appointed by BEML. The Arbitration proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and Rules framed there under. The place of Arbitration shall be at Bangalore and all Arbitration proceedings shall be conducted in English language and governed by the above said Act and Rules.

Courts at Bangalore shall alone have sole jurisdiction to decide any issue arising out of the Arbitration or this Agreement.)

Chief Medical Officers of BEML Bangalore Complex will be the deciding authority as regards the satisfactory performance or otherwise of the contract

All disputes and differences arising out of or in any way concerning the contract whatsoever shall be referred for decision to “**Chief of respective Division**”, whose decision shall be final and binding on all parties.

31. **JURISDICTION:** In respect of all matters arising out or pertaining to this tender and the contract coming into existence on acceptance thereof, the cause of action shall be deemed to have arisen only at BEML. All legal proceedings pertaining to the said contract shall be instituted in courts having territorial jurisdiction over the place where the registered office of BEML is situated, ie; at Bangalore and no other court shall have the jurisdiction.

32. **BEML reserves the right to accept or reject all tenders or any tender in part or full.**

### 33. **PRICE BID through e-mode on BEML SRM platform**

Price Bid to be submitted through e-mode on or before the due date and time mentioned in the tender. **The Unit Rates quoted shall be inclusive of Packing & forwarding charges and as per the “Price Bid” format given at Annexure-I. Bidder to fill up the format as per Annexure-I Price bids in EXCEL FORMAT for the quoted items and shall upload the EXCEL FILE under “Notes & Price Attachments”.**

Please quote the unit Rates against the respective items in ‘Item Data’ in the BEML SRM system only against the respective items provided therein.

Non-compliance with any of the tender conditions and incomplete, conditional and ambiguous offers are liable for rejection. However, SRM platform enables the bidder to alter the **Price unit** and any of such changes, then bidder shall invariably substantiate / clarify by way of note in the notes column.

The bidders shall quote the rates in Rupees and Paise (in 2 decimal) as per column “**Unit measurement for quoting**” mentioned in “**Annexure to Bid document**”. If the rate to be quoted exceeds two decimals (say 0.123...), then bidder can change the Price unit

The unit rates quoted should be in line with the rates applicable to all Govt. hospitals and Institutions and should be a net landed price i.e. inclusive of all taxes & duties, Customs Duties, Cess, transportation charges, Packing & forwarding, Insurance etc. on FOR Destination basis. Please indicate the breakup details of 'unit rate' such as % GST, GST Amount, etc in 'Bidder's Remarks' column of each line item. Kindly indicate the MRP value in "Bidders Remarks" under 'my notes' of each line item data.

34. The annual requirement indicated in tender is only the tentative requirement and may increase or decrease. Actual quantity will be ordered on need basis. The rates quoted should not vary with the quantum of the order or the destination.
35. The Price bid evaluation is purely on **L1 basis i.e lowest quote** of each item.

## Annexure – A

**TECHNICAL BID DETAILS**

**(To be filled by Bidder and to be uploaded in the collaboration folder of BEML SRM System along with relevant documents)**

**The tenderer shall fill in all the required particulars in the blank space provided for the purpose in the tender document.**

**No corrections/ revisions will be entertained after closing date and time of tender.**

All entries in the tender document shall be in English either typed or written legibly in black or blue ink only. Over-writings are not permitted. All cancellations and insertions shall be duly signed / attested by the authorized bidder. All the documents should be uploaded in PDF format.

For this category only Manufacturers are authorized to quote. BEML will not accept authorizing any of its dealers to quote on behalf of manufacturer.

<b>Sl No</b>	<b>Particulars</b>	<b>To be Filled and documents to be uploaded in PDF format wherever required</b>
<b>1</b>	Name of Bidder along with Complete address and Contact No's (if any)	Please indicate <b>Bidder Name :-</b> ----- <b>Address:-</b> ----- ----- ----- Phone no.----- Contact Person name:----- Email Address:------(if any) Mobile no.------(if any)
<b>2</b>	Good Manufacturing Practices Certificate (GMP)	a) Upload declaration in the format given in <b>Annexure -D</b> declaring that the bidders complies the requirements of GMP. b) Upload valid GMP Certificate Issued by the Licensing Authority. - In case of Importer should upload the WHO (World Health Organization) GMP.
<b>3</b>	Drugs Controller (DCGI) Certificate for Manufacturing & Marketing	Valid Drugs Controller Certificate for Manufacturing & Marketing to be uploaded.
<b>4</b>	Supplier details whether from Manufacturers directly. / authorized C&F agent / Distributor / Dealers / Stockiest <b>in Bangalore</b> as per <b>Annexure -D</b> and same to be uploaded duly filled, signed with seal.	a) Please upload duly filled, signed with seal of <b>Annexure - D</b> b) Upload the valid License (License to sell, stock or exhibit or offer for sale or distribute) certificate of Distributor / Dealers / Stockiest

5	Non-conviction Certificate	Upload valid Non-conviction Certificate issued by the Drugs Controller of the State / Central certifying that the bidders has not been convicted during <b>last three consecutive years</b> to be uploaded.
6	Please upload duly signed with seal an <b>“Undertaking letter”</b> as a token of acceptance of all the tender terms and conditions on bidder Company’s letter head as per <b>Annexure –C</b>	Please print the text as per <b>Annexure - C</b> on your Letter Head and upload the same duly signed with seal by the bidder.
7	<b>Authorized signatory</b> for the tender shall be the person holding ‘ <b>Authorization Letter from Bidder</b> ’ on behalf of the firm/company/bidder-concerned who is authorized/empowered to act on behalf for the specific purpose and same to be uploaded.	<b>Authorization Letter to be uploaded in Bidder Letter head.</b>
8	<b>In case any person/persons, Company, firm, Associations having any litigations, arbitration cases between themselves and BEML Ltd, pending before the Court / Arbitrator in connection with any contract / tender issued by BEML Ltd, shall declare the same with brief details duly authenticated in the letterhead and upload.</b>  If it is found that the Bidder has not provided the true declaration then BEML <b>reserves the right to cancel</b> the contract and forfeit the EMD/ invoke <b>Performance Bank Guarantee</b> forthwith & blacklist of firm for 3 years.	If any litigations, arbitration cases between themselves and BEML Ltd, then please declare with complete details and upload.  <b>If nothing is declared then it will be presumed that there are no litigations, arbitration cases.</b>
9	<b><u>Any Company, Firm, Associates blacklisted by BEML Ltd or any PSUs or Govt Organization are not eligible to participate in the tender.</u></b>  If it is found that the Bidder has not provided the true declaration about the blacklisted then BEML <b>reserves the right to cancel</b> the contract and forfeit the EMD/ invoke the <b>Performance Bank Guarantee &amp;</b> forthwith blacklist the firm for 3 years.	If blacklisting of firm with any <b>PSUs or Govt Organization</b> please declare with complete details and upload.

**NOTE:** All the terms indicated above form part of tender terms and conditions.

I/We certify that to the best of my / our knowledge, the particulars furnished above are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I/We agree for Price Bid Validity for 120 days (one hundred twenty days) from the date of tender opening.

I / we hereby confirm that we have gone through and understood the complete tender terms and conditions **including all its Annexures, Exhibits etc** along with its **Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** and accept the same in to-to.

**Place:**

**Date:**

**(Signature of the Bidder)  
Full name with seal**



## Annexure - C

(To be printed on Bidder's Letter Head)

To,

The Deputy General Manager.  
Corporate Materials.  
BEML Ltd.,  
23/1,4<sup>th</sup> Main,  
S.R. Nagar, Bangalore

**Sub:- Undertaking with respect to Bid Invitation No. 6300029095**

Dear Sir,

I/We certify that to the best of my / our knowledge, the particulars furnished by us against the tender are true.

It is understood that the information furnished will be treated as confidential and will not be divulged to unauthorized persons.

I / We hereby confirm that we have gone through and understood the complete tender terms and conditions **including all its Annexures, Exhibits etc** along with its **Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** and accept the same in to-to. **All Corrigenda, addenda, Amendments, Clarifications etc if any to Tender** the same is uploaded on BEML SRM System.

**“In case if it is found that I / We have not uploaded all pages of tender document or not filled all the details wherever required, then it will be deemed that I/We have agreed for all the terms and conditions of the tender, if the bidder has duly signed and uploaded this undertaking.”**

**Place:**

**Date:**

**(Signature of the Bidder)**  
**Full name with seal**

**(In Bidder's Letterhead)**

**Annexure –D**

**AUTHORISATION LETTER**

No..... Dated.....

To,

.....  
.....  
.....  
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Dear Sir,

Bid Invitation No **6300029095** dated 28.08.2019

We, (name of the manufacturer) an established and reputable Manufacturers of Medicines & Drugs having factories at (Address of unit – 1) and (Address of Unit – 2 if any) do here by agree to supply the required medicine / consumables and required quantity to M/s. BEML Ltd against the above stated Bid Invitation. This is also certified that the supplies will be through our C&F/ Distributor/ stockist M/s. (Name with Full address & Contact person & Phone No) is our authorised distributor since..... (Month & year should filled), and his performance is satisfactory.

We hereby extend our full guarantee and warranty as per the All Terms & Conditions of Contract for the supply against this invitation for Bid by the above firm.

Yours faithfully,

Signature/ (Name in Capital)

for M/s .....(Name of manufacturers)

**Seal**

**Date**

