



TENDER NO. :- BPPI/SCS-10/2014
Dated 11.4.2014

**RE-TENDER FOR PROCUREMENT OF SUPPLY CHAIN
MANAGEMENT SOFTWARE**

FOR

Bureau of Pharma Public Sector Undertakings of India



BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA
(Set up under the Department of Pharmaceuticals, Govt. of India)
IDPL corporate office Complex, Old-Delhi-Gurgaon Road, Dundahera, Gurgaon 122016
Telephone: 0124-4303751 / 4556754; Fax: 0124-230370

**RE-TENDER FOR PROCUREMENT OF SUPPLY CHAIN MANAGEMENT SOFTWARE OF
BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA**

1	Tender Reference Number	BPPI/SCS – 10/2014
2	Date of Release of Tender on Website	11.04.2014
3	Time, date and Place for Pre-Bid Meeting	11.00 AM, 23.04.2014, BPPI Office, IDPL Corporate Office, IDPL Complex, Dundahera, Gurgaon- 122016, (Haryana)
4	Last Date & Time for Submission of Tender	29.04.2014 up to 3.00 PM BPPI Office, IDPL Corporate Office, IDPL Complex, Dundahera, Gurgaon- 122016 (Haryana)
5	Time and Place for Opening of Technical Bids	3.30 PM on 29.04.2014 BPPI Office, IDPL Corporate Office, IDPL Complex, Dundahera, Gurgaon- 122016 (Haryana)
6	Address for Communication	BPPI Office, IDPL Corporate Office, IDPL Complex, Dundahera, Gurgaon- 122016(Haryana)
7	Contact Person	1. Shri Kuldeep Chopra, OSD – BPPI 0124 – 4040759, 9711003043 Email:kchopra.bppi@gmail.com 2. Shri Saransh Sharma, Manager – Strategic Management – BPPI 0124 – 4556754 Email:saransh.bppi@gmail.com

The tender document can be downloaded from the website of BPPI: www.janaushadhi.gov.in. And www.pharmaceuticals.gov.in free of cost

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1. Introduction

1. BPPI intends to procure suitable logistic software for streamlining the supply chain of the Jan Aushadhi campaign and thereby establish adequate monitoring and control systems.
2. BPPI has a central warehouse at Gurgaon, where supplies of drugs and medicines are received. After testing for quality, the products are transferred to various C&F agents in each state. The C&F agents sell the products to Jan Aushadhi Stores, where these are sold to the consumers. Nodal officers in each state are responsible for coordinating the supply chain and marketing Jan Aushadhi products. A 'point-of-sale' software is already functional at Jan Aushadhi stores for billing and inventory management.

3. Tender Inviting Authority :

Bureau of Pharma Public Sector Undertakings of India,
IDPL Corporate Office ,IDPL Complex,
Old-Delhi-Gurgaon Road, Dundahera,
Gurgaon-122016 (Haryana)
(Hereinafter referred as **Tender Inviting Authority** unless the context otherwise requires).

4. Tender Accepting Authority :

Bureau of Pharma Public Sector Undertakings of India,
IDPL Corporate Office, IDPL Complex,
Old-Delhi-Gurgaon Road, Dundahera,
Gurgaon -122016 (Haryana)
(Hereinafter referred as **BPPI** unless the context otherwise requires All conditions mentioned in the Tender format are construed to have been accepted by the Tenderer).

5. Last Date for receipt of Tender

(a) Sealed Tenders under two cover system:

- (i) Cover – A: Containing the **“TECHNICAL BID”** and
- (ii) Cover – B: Containing the **“PRICE BID”**

Will be received till 3.00 PM up to 29.04.2014 by the Tender Inviting Authority - Bureau of Pharma Public Sector Undertakings of India, IDPL corporate office complex, Old-Delhi-Gurgaon Road, Dundahera, Gurgaon-122016 (Haryana). Tenders received after the prescribed date and time as above will not be accepted and if received after prescribed date and time through post/courier, will not be opened

- (b) The price bid shall be valid for a period of 120 days from the date of opening of Cover-A (Technical Bid). The Tender Inviting Authority may request the tenderer to extend the bid validity for further period as deemed fit.

2. Scope of Work

1. The supply chain management software shall be deployed at the central warehouse and headquarters at Gurgaon, and C&F agents throughout the country. The number of users at present is indicated below:
 - a) Headquarters/Central Warehouse – 10
 - b) C&F Agents – 6
2. The software shall be hosted at the data center of the successful bidder. BPPI shall not bear costs of server, operating system, hardware, etc.
3. Software should have complete purchase order management, goods receipt note and suppliers ledger management.
4. Software should have multi locational inventory management
5. Software should be online with real time data updation to enable BPPI to track information about dispatches, billing, financial accounting, inventory, outstanding, shelf-life, credit note, debit note, breakage, expiry, special bonus, discount, mechanism of payment, etc.
6. The software shall include invoicing and indenting system.
7. The software shall include complete financial accounting of organization upto balance sheet.
8. Software should have email and sms facility.
9. The supply chain software shall be able to generate the following reports:
 - a) Weekly flash on sales, outstanding, inventory, collection, or pending orders

- b) Monthly report on above along with copies of invoice, credit note, debit note.
- c) Breakage, expiry, special bonus, discounts, replacements.
- d) State/country wise sales tax reports and registers
- e) State/Country wise VAT and E>Returns
- f) Sales return notes.
- g) Customer-wise, age-wise outstanding list and outstanding analysis
- h) Product-wise, shelf-life-wise inventory position. With ageing analysis
- i) Pending orders tracking
- j) Detailed reports area wise/state wise and regional wise
- k) Manage breakage and expiry system
- l) Automatic Indent planning at all levels
- m) Provision for credit limits
- n) Calculations of interest/penalty for overdue payments

3. Eligibility Criteria

1. The tenderer should have an average annual turnover of at least Rs. 2 (two) crores during the last 3 financial years and the annual turnover for the year 2012-13 should not be less than Rs. 2 (two) crores.
2. The tenderer should have an experience of at least 5 years in software systems in India.
3. The tenderer must be an income tax assessee.
4. The software offered must be operational in at least one pharmaceutical companies.
5. The tenderer should not have been convicted by any court of law or any statutory authorities.

Applicants need to submit all supporting documents applicable for each of the eligibility conditions stipulated.

3. GENERAL CONDITIONS

3.1 A complete set of tender documents may be downloaded by any interested eligible person from the websites www.janaushadhi.gov.in and www.pharmaceuticals.gov.in. free of cost

3.4(a) Technical bids will be opened in the presence of Tenderers/authorized representatives who choose to attend on the specified date and time.

(b) At any time prior to the last date of submission of Tender, Tender Inviting Authority may, for any reason, whether on own initiative or in response to a clarification requested by a prospective Tenderer, may modify the condition in Tender documents by an amendment. All the prospective Tenderers who have purchased the tender document will be notified of the amendment in writing and that will be binding on them. In order to provide reasonable time to take the amendment into account in preparing their bid, Tender Inviting Authority may at discretion, extend the date and time for submission of tenders.

(c) Any person who has downloaded the tender document should watch for amendment, if any, on the website www.janaushadhi.gov.in and www.pharmaceuticals.gov.in for which BPPI will not issue any separate communication to them.

4. EMD (Earnest Money Deposit)

4.1 The Earnest Money Deposit shall be Rs.20,000/- (Rupees Twenty Thousand). The Earnest Money Deposit shall be paid in the form of Bankers Cheque or Demand Draft in favour of **BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA, Gurgaon, payable at DELHI/GURGAON** and the same should be enclosed with EMD Advice as per **Annexure – B** of this document. EMD in any other form like **cheque/cash/postal order** etc. will not be accepted.

4.2 The tender submitted without required EMD will be summarily rejected.

4.3 The Earnest Money Deposit will be refunded to the successful bidders within 30 days from the date of signing the contract agreement and on the deposit of Security Deposit.

4.4 The Earnest Money Deposit (EMD) of the unsuccessful bidders will be returned within 15 days after finalization of tender.

4.5 The Earnest Money Deposit (EMD) will be forfeited, if the tenderer withdraws his bid any time after opening of price bid / non execution of agreement /undertaking within the period prescribed.

4.6 The Earnest Money Deposit (EMD) will be forfeited, in case of the lowest bidder, fails to execute the contract agreement and / or deposit the security Deposit within the stipulated time.

5. Technical Bid

5.1 The Tenderer should furnish the following documents in a separate cover hereafter called **"Cover A"**:

- (a) Details of the EMD should be submitted as per **Annexure-B**.
- (b) Annual turnover statements for last 3 financial years i.e., 2010-2011, 2011-2012 and 2012-2013 should be furnished in the format given in **Annexure-A** duly certified by the chartered Accountant.
- (c) Documentary evidence for the constitution of the Company/Firm such as Memorandum and Articles of Association, Partnership deed, Permanent Registration Number, Etc., to establish 5 years of experience in software in India.
- (d) Copies of Income tax assessment orders/returns filed for the last three years i.e. 2010-11, 2011-12 and 2012-13.
- (e) Declaration as per format in **Annexure-E** to establish at least one pharmaceutical companies/firms using the software. Certificates from those pharmaceutical companies to whom software has been supplied, installed and functioning successfully, should also be enclosed.
- (f) Declaration of non-conviction duly notarised as per format in **Annexure-D**
- (g) Details of the software as per format in **Annexure-F**.
- (h) The instruments such as power of attorney, resolution of the board, authorising an officer of the Tenderer should be enclosed with the tender

duly signed by the Authorised signatory of the tenderer/ Company/Firm and such authorised officer of the tenderer should sign the tender documents.

- (i) Authorisation letter nominating an officer of the Tenderer to transact the business with the BPPI to be furnished.
- (i) A checklist (**Annexure-G**) indicating the documents submitted with the tender document and their respective page numbers shall be enclosed with the tender document. The documents should be serially arranged as per **Annexure-G** and should be securely tied or bound.
- (j) A copy of the complete tender document duly signed with official seal on each page.

5.2 All the documents furnished in Cover 'A' should be signed with official seal by the authorised official of the tenderer in each page. All the documents enclosed in Cover 'A' should also be notarized in each page.

5.3 The above documents should be sealed in a separate Cover Superscribed as :

"TECHNICAL BID - COVER 'A'

**"TENDER FOR SUPPLY CHAIN MANAGEMENT SOFTWARE
FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA "**

DUE ON 29.04.2014 AT 3.00 PM.

And should be addressed to the Tender Inviting Authority as under:-

**" BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA ,
IDPL Corporate Office, IDPL Complex, Old Delhi-Gurgaon Road,
Dundhera, Gurgaon-122016 (Haryana)"**

6. PRICE BID – Cover – B

6.1 Cover “B” contains the Price Bid of the Tender.

6.2 Bid should be typewritten and every correction and interlineations in the bid should be attested with full signature by the Tenderer, failing which the bid will be treated as ineligible. Corrections done with correction fluid should also be duly attested.

6.3 The format of Price Bid is available with this document at **ANNEXURE – C**.

6.4 The rates quoted and accepted will be binding on the Tenderer for the full contract period of two years and any increase in the price will not be entertained till the completion of the contract period.

6.5 The price bid should be duly signed by the Tenderer affixing the office seal.

6.6 The Tenderers shall submit duly signed **Annexure - C** in a sealed cover superscribed as **“PRICE BID COVER “B”**

“TENDER FOR SUPPLY CHAIN MANAGEMENT SOFTWARE FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA”

6.8 Two sealed covers {Technical bid (Cover “A”) and Price Bid (Cover “B”) shall be placed in a separate cover which shall be sealed and Superscribed as **“TENDER FOR SUPPLY CHAIN MANAGEMENT SOFTWARE FOR BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA.”**

This Cover should be addressed to the Tender Inviting Authority as indicated below:-

**“BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA,
IDPL Corporate Office, IDPL Complex, Old Delhi-Gurgaon Road, Gurgaon-
122016 (Haryana)”.**

6.9 If the last date for submission of Tender is declared holiday, the tenders may be submitted on the next working day upto 10.30 A.M.

7. OPENING OF BIDS

Technical Bids (Cover - A)

7.1 The Technical bids (Cover A) will be opened at 3.30 PM on 29.04.2014 in the presence of the authorised representatives of the Tenderers whosoever choose to attend.

7.2 Only authorized representatives of the tenderers are entitled to be present at the time of opening of the Bids.

7.3 Technical bids will be evaluated as per the prescribed eligibility requirements, as stipulated in clause 3 of this document, based on the supporting documents submitted by the tenderer.

Technical Presentation

7.4 The bidders which are found eligible in the evaluation of the technical bid will be invited to make a technical presentation to demonstrate the suitability of the offered software as per the scope of work defined in clause 2 of this document. The technical presentations will be evaluated by a team of BPPI officials and tenderers will be shortlisted based on the aforementioned criteria.

Price Bids (Cover-B)

7.5 Price Bids (Cover-B) of only the shortlisted Tenderers will be opened in the presence of the authorised representatives of the tenderers whosoever choose to attend. The time and date for opening the Price bids will be intimated separately to the qualifying tenderers.

8. ACCEPTANCE OF TENDER

8.1 Final Evaluation of the tenders will be done on the basis of the total price quoted by the tenderers in **Annexure-C** for determining the L1 (Lowest Tenderer). As per Central Vigilance Commission guidelines, negotiations will be done with L1 bidder only.

8.2 BPPI reserves the right to accept or reject the tender without assigning any reason.

8.3 The acceptance of the tenders will be communicated to the lowest Tenderer in writing.

9. Other Terms and Conditions

- 9.1 Successful tenderer shall complete installation and operationalization of the software within 30 days from date of issue of 'Work Order'.
- 9.2 Work order shall be placed during the contract period at the sole discretion of BPPI as per actual requirements.
- 9.3 Warranty period of one year shall be applicable from the date of complete operationalization of software.
- 9.4 No advance payment shall be made by BPPI. Payment shall be made upon successful completion of the work order.
- 9.5 BPPI reserves the right to commission additional users during the contract period @ pro-rata client/user license fee.

10. Security Deposit and Agreement

10.1 Security Deposit:

On being informed about the acceptance of the tender and at the time of signing the Agreement, the lowest Tenderer shall pay the Security Deposit @ 5% of contract value within 10 days. The security deposit is to be made in the form of ***Demand Draft or irrevocable Bank Guarantee*** in favour of **Bureau of Pharma Public Sector Undertakings of India** from any nationalized bank. In case the Security Deposit is paid in form of Bank Guarantee, the bank guarantee shall be valid for a period of three months beyond the contract period. The format of Bank Guarantee is at **Annexure-H**.

10.2 The successful Tenderer shall execute an agreement based on the terms and conditions of this tender, as per format prescribed by BPPI, on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the Tenderer) within 10 days from the date of the provision of the agreement format by BPPI.

10.3 The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any other person or persons what so ever.

10.4 If the L1 Tenderer fails to execute the agreement and/or to deposit the required security deposit within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any

other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit shall stand forfeited by the BPPI. Such firm will also be liable for all damages/losses sustained by the BPPI apart from blacklisting and other penal actions.

11. Saving Clause

No suit, prosecution or any legal proceedings shall lie against the Tender inviting Authority or its any person for anything that is done in good faith or intended to be done in pursuance of the tender.

ANNEXURE - A

Annual Turnover Statement

The annual turnover of M/s. _____ for the

past three financial years are given below and certified that the statement is true and correct.

Financial Year	Turnover (in Rs.)
2010-11	
2011-12	
2012-13	
Total	

Average sales volume per annum in last 3 years - Rs. Crores.

Date:

Seal

Signature of Auditor/Chartered Accountant

Name _____

Reg. No. _____

Note: Above sales figures may be verified by BPPI through original sales tax return statements during physical inspection.

ANNEXURE - B

E.M.D. ADVICE

We herewith submit the EMD of Rs. _____ in the form of Demand Draft or Banker's Cheque No. _____ issued on Dated: _____ by _____ (Bank Name and Branch of issue) for the tender reference number BPPI/SCS-10/2014.

The demand draft is in favour of "Bureau of Pharma Public Sector Undertakings of India" and is payable at _____

Signature & Seal

ANNEXURE - C
PRICE BID / QUOTATION SHEET

To,
The Tender Inviting Authority
BUREAU OF PHARMA PUBLIC SECTOR UNDERTAKINGS OF INDIA (BPPI)
IDPL Corporate Office,
Old Gurgaon – Delhi Road, Dundahera,
GURGAON – 122016 (HR)

Sub: Price Bid / Quotation Sheet in reference to Tender No. BPPI/SCS-10/2014

Dear Sir,

This is in reference to your Tender No. BPPI/SCS-10/2014 for supply chain management software, we would like to present ourselves as a suitable applicant for the same as per the following details at the price mentioned hereunder for the services rendered:

S. No.	Particulars	Amount (in Rs.)
1	Server License Fee (Inclusive of all Taxes & Duties)	
2	Client/User License Fee (Inclusive of all Taxes & Duties) a) HQ/Cen. Warehouse – 10 Users b) C&F Agents – 6 Users (Note: BPPI shall reserve the right to commission additional users @ pro-rata client/user license fee.)	a) Rs. _____ per user x 10 = Rs. _____ b) Rs. _____ per user x 6 = Rs. _____
3	Cost of Software Testing, Implementation and Commissioning at all Locations (Inclusive of warranty for a period of one year from operationalization of software)	
4	Cost of Hosting a) One-time setup charges b) Recurring charges (Annual) (Note: BPPI shall not bear costs of server, operating system, hardware, etc.)	
5	Cost of Customization, if any:	
6	Cost of Documentation and User Manual for all Locations	
7	Cost of Comprehensive On-Site Training of all Users	

Tender Ref. No. BPPI/SCS – 10/2014

8	Annual Maintenance Charges for period of one year after expiry of warranty period (Inclusive of all Taxes & Duties)	
9	Any Other Charges Not Specified Above	
Total		

Total (In Words): _____

Yours Faithfully,

(Authorised Signatory)

Name as Signed: _____

Date: _____ **Place:** _____

(This document is to be printed on the letter head of the applicant and submitted separately in Envelope – B. The envelope should be super scribed with “PRICE BID FOR TENDER NO. BPPI/SCS – 10/2014”)

ANNEXURE - D

Declaration of Non-Conviction

I _____ Managing Director/Director/Partner/Proprietor of M/s _____
having its registered office at _____ do hereby declare that we have not
been convicted by any court of law, any statutory body, central government or any state
government.

M/s _____

Company Seal

ANNEXURE - E

Declaration

I _____ Managing Director/Director/Partner/Proprietor of M/s _____
having its registered office at _____ do hereby declare that the software
offered to BPPI, as per tender ref. no. BPPI/SCS-10/2014, is currently operational in the following
pharmaceutical companies/firms.

S. No.	Name of Firm/Company	Software Operational Since

M/s _____

Company Seal

ANNEXURE - F
Details of the Software

- I. Name of the Firm: _____
- II. Year of Incorporation: _____
- III. Name of ERP Software offered to BPPI: _____
- IV. Date of Launch of Software: _____
- V. Date of Launch of Latest Version of Software: _____
- VI. Compliance Statement with respect to the Basic Requirements and Scope of Work

Signature & Seal

ANNEXURE – G
CHECKLIST

S. No.	Item	Page No.	Submitted (Yes/No)
1	Checklist – Annexure-G	1	
2	EMD in the form of DD/Banker's Cheque in an envelope		
3	EMD Advice – Annexure-B		
4	Annual Turnover Statement – Annexure A		
5	Documentary evidence for the constitution of the Company/Firm		
6	Copies of income tax assessment order/returns for three years		
7	Annexure – E		
8	Certificates from Pharma Companies using the Software		
9	Declaration of Non-Conviction – Annexure – D		
10	Details of the Software – Annexure-F		
11	Instruments such as power of attorney, resolution of board, etc.		
12	Authorization letter nominating a responsible person of the tenderer to transact the business with tender inviting authority		

13	Tender Documents signed by the tenderer in all pages with official seal		
14	Sealed Cover B in separate cover		

ANNEXURE – H
Format of Bank Guarantee for Security
Performance Security Bank Guarantee

To

Bureau of Pharma Public Sector Undertakings of India, (Name of purchaser)
IDPL Complex, Old-Delhi-Gurgaon Road, Dundahera,
Gurgaon 122016 (Haryana)

WHEREAS (Name of the Tenderer)
herein called “the Applicant” has undertaken, in pursuance of Tender
to provide supply chain management software to BPPI, hereinafter called
“the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the
applicant shall furnish you with a Bank Guarantee by a recognised bank for
the sum specified therein as a security for compliance with the Contract.

AND WHEREAS we have agreed to give BPPI a Guarantee

THEREFORE WE hereby affirm that we are Guarantors and responsible to
you, on behalf of the Applicant, upto a total of _____ amount
of the Guarantee (in Words and Figures) and we undertake to pay you, upon
your first written demand declaring the applicant to be in default under
the contract without cavil or argument any sum or sums within the limit
of.....(Amount of the Guarantee in Words and Figures) as

afore said, without your needing to prove or to show grounds or reasons for your demand or the sum specified there in.

This guarantee is valid until the.....day of..... 20_____

Signature and Seal of Guarantors

.....

.....

.....

Date.....20.....

Address.....

.....