

TENDER DOCUMENT
FOR
FRAMEWORK AGREEMENT
FOR
PROCUREMENT OF MEDICINES FOR
BHEL LOCATIONS
(HOSPITALS / DISPENSARIES)
ACROSS INDIA FOR 2 YEARS



BHARAT HEAVY ELECTRICALS LIMITED

HEAVY POWER EQUIPMENT PLANT

RAMACHANDRAPURAM, HYDERABAD

PURCHASE DEPARTMENT-CMM

Regd.Office: BHEL House, Siri Fort, N. Delhi-110049

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

HEAVY POWER EQUIPMENT PLANT RAMACHANDRAPURAM,
HYDERABAD

PURCHASE CMM

PH : 04023182341/5309

E-mail: ravivenus@bhel.in / koushik@bhel.in

NOTICE INVITING TENDER

Quotations are invited from reputed Manufacturers of MEDICINES & SURGICAL ITEMS for supply to different Locations of BHEL, as mentioned in VOL- A & B (PART-I), on Framework Agreement basis in **two-part bid** system **THROUGH E-PROCUREMENT PORTAL** https://eprocurebhel.co.in/nicgep/app__ONLY in the following format and TERMS & CONDITIONS, as given below:

E-TENDER ENQUIRY NO : BHEL/HPEP/MEDICINE/CRC2628**Part-I : Techno-Commercial Bid**

VOL – ‘A’: ADDRESSES OF BHEL LOCATIONS (HOSPITALS/DISPENSARIES)
VOL – ‘B’: TENTATIVE REQUIREMENT FOR DIFFERENT BHEL UNITS (Separate pdf file)
VOL – ‘C’: PRE-QUALIFYING REQUIREMENT
VOL – ‘D’: SPECIAL CONDITIONS OF CONTRACT (SCC)
VOL – ‘E’: INSTRUCTION TO BIDDERS (ITB)
VOL – ‘F’: ANNEXURES & INTEGRITY PACT
VOL – ‘G’: UNPRICED SCHEDULE WITH BRAND AND OTHER TECHNICAL/PQC DETAILS.

Part-II : Price Bid**VOL – ‘H’: PRICE SCHEDULE**

LIST OF LOCATIONS**VOL-'A'****FRAMEWORK AGREEMENT FOR PROCUREMENT OF MEDICINES FOR BHEL LOCATIONS (HOSPITALS/DISPENSARIES) ACROSS INDIA FOR 2 YEARS**

List of 14 Locations where Medicines are to be supplied on F.O.R. Destination Basis as follows:

1. BHEL, HIGH PRESSURE BOILER PLANT & SEAMLES STEEL TUBE PLANT
TIRUCHIRAPPALLI 620014 (TAMIL NADU)
2. BHEL, HEAVY POWER EQUIPMENT PLANT
RAMCHANDRAPURAM, HYDERABAD 502032
3. BHEL, HEAVY ELECTRICAL PLANT
PIPLANI, BHOPAL 462022
4. BHEL, HARIDWAR HEAVY ELECTRICAL EQUIPMENT PLANT
RANIPUR, HARIDWAR 249403 UTTARAKHAND
5. BHEL CORPORATE RESEARCH & DEVELOPMENT
VIKASNAGAR, HYDERABAD-500093
6. BHEL, BOILER AUXILIARY PLANT INDIRA GANDHI INDUSTRIAL COMPLEX
RANIPET 632406 VELLORE DIST. TAMIL NADU
7. BHEL, BHEL ELECTRONIC DIVISION
PO BOX 2606, MYSORE ROAD BANGALORE 560026
8. BHEL (HPVP)
Vishakhapatnam-530012. Andhra Pradesh
9. BHEL, TRANSFORMER PLANT
PO: BHEL, JHANSI 284120 UP
10. BHEL, INDUSTRIAL VALVE PLANT
433 INDUSTRIAL COMPLEX, GOINDWAL 143422 DISTT. TAMIL NADU
11. BHEL CORPORATE OFFICE
BHEL HOUSE, SIRI FORT, NEW DELHI-110049
12. BHEL, CENTRALISED STAMPING UNIT & FABRICATION PLANT,
JAGDISHPUR INDUSTRIAL AREA, DISTT. AMETHI-227817 UP
13. BHEL, POWER SECTOR EASTERN REGION
BHEL BHAWAN, PLOT NO. 9/1, DJ BLOCK,

SECTOR II SALT LAKE CITY KOLKATA 700091

14. BHEL, BHEL SBD & ISG Bangalore

PROF. CNR RAO CIRCLE, IISC POST MALLESWARAM, BENGALURU

Pre-Qualification Requirements (PQR)**VOL-‘C’**

Sr. No.	Qualification Criteria	Documents to be Provided	Bidder's Compliance (Yes / No)
1.	Bidders who wish to apply should have Purchase order/ Rate contracts for Medicine Items of Rs 30 Cr from Central Public Sector Undertaking (CPSU) Hospitals / Central Govt. Institutions/ Central Govt. Hospitals (CGH) /NABH accredited hospitals (*NABH Accreditation valid on last date of submission of tender) in the last 3 Financial years (2022-23, 2023-24, 2024-2025)	Documentary evidence for Order (PO / WO / LOI)	
2	Vendors must enclose a copy of valid (valid on last date of submission of tender) Manufacturing License / Loan Manufacturing License / Import License. In addition to this, Manufacturing and marketing certificate issued by Govt Agency during last 5 years (from last date of submission of tender), for each Medicine item quoted by the vendor to be furnished. Requirement of Manufacturing and marketing certificate, will not be mandatory for newly	Copy of valid license	

	introduced drugs and Proprietary items.		
3	"The bidder/manufacturer must hold a valid GMP certificate as per Schedule M issued by the concerned State/Central Govt Licensing Authority.	Copy of Certificate.	
4	The Bidder should have positive net worth. Note: Net worth shall be calculated based on Audited Accounts for Financial Year 2024-2025. Net worth = Paid up share capitals + Reserves	Audited Financial Statements of FY 2024-2025	

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION REQUIREMENTS FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF PURCHASE ORDER ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "Pre-Qualification Requirements" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

*Link for List of CPSU https://dpe.gov.in/sites/default/files/latest_SCHEDULEWISE_LIST_OF_CPSEs

SPECIAL CONDITIONS OF CONTRACT (SCC)

VOL – 'D'

1. Mode & Method of Submission of Tender

This is an E-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in/nicgep/app>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in/nicgep/app>. Physical submission of Bid shall not be accepted.

Bids are invited in two parts & shall be submitted as described below:

<i>BID DESCRIPTION</i>	<i>DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING DOCUMENTS</i>
PART-I TECHNO-COMMERCIAL BID [Contain all Techno-Commercial terms & Conditions except PRICE SCHEDULE].	1). DULY AUTHORISE SIGNED & STAMPED COPY OF TENDER DOCUMENTS WITH ALL THE ANNEXURES OF SCC & ITB. (To be attached in Attachment section). 2). DULY FILLED ALL THE TABLES IN TERMS OF ACCEPTANCE OF CLAUSES AND UNPRICED SCHEDULE WITH PROPER HSN CODE & GST RATE AS PER NIT (To be submitted with offer). 3). NO DEVIATION CERTIFICATE ON BIDDERS LETTERHEAD AS PER FORMAT GIVEN IN SCC ANNEXURE-III (To be attached in Attachment section).
PART-II PRICE BID [Consist of details of PRICES ONLY].	4). DULY FILLED IN PRICE SCHEDULE AS PER TENDER. (To be submitted with offer) <i>Any other document uploaded in the price bid, as per tender format, shall not be taken into cognizance for evaluation of offer.</i>

The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Vol C and date of opening of price bids shall be intimated to only such bidders. Tenderers or their authorized representatives may witness the event online through BHEL E-Procurement site (<https://eprocurebhel.co.in/nicgep/app>).

BHEL reserves the right not to consider offers of parties under HOLD.

A Bidder can Quote for any number of items mentioned in the tender, Those Bidders who want to quote for selective items, should necessarily indicate the items for which they have quoted in their cover letter submitted along with techno-commercial bid (Part-I).

1. TECHNICAL SCOPE

1.1 Framework Agreement and Ordering

BHEL intends to enter into Framework Agreement for Procurement of medicine & surgical items for two years (2026-2028) for all BHEL locations (hospitals/dispensaries) across India. Framework agreement will be entered into by BHEL with finalized vendors as per BHEL Terms and conditions for

the identified items. After finalizing the Framework agreement, the rates shall be valid, for ordering, for a period of 24 months during which Purchase orders will be released by respective BHEL locations based on the Framework agreement as per their requirement for supplying medicine items.

1.2 Traders / Dealers and Distributors are not eligible to Quote/participate in the tender. On finalization of the contract the Letter of Intent will be released to principals only. However further individual POs may be released to supplier authorised by the manufacturer. Necessary authorization to be submitted.

1.3 The brand name must be indicated in the Unpriced Bid Format (Volume G). The offered brand should have been available in the market for the past three years (except drugs introduced within this period and off-patented molecules). If not, a retail market presence over the last three years may be considered. Failing this, BHEL reserves the right to reject the brand at its sole discretion.

1.4 BHEL reserves the right to randomly select any item sample from the batch and get it analysed from a recognized laboratory at BHEL cost. In case of any discrepancy, the suspension of business will be applied as mentioned in www.bhel.com.

1.5 Offers for part quantity on individual medicine item basis are not acceptable to BHEL. Such partial offers will not be considered in our Enquiry for that Item. The vendors have to furnish their offers only for the items indicated in the schedule as per the instructions incorporated in the tender document.

1.6 Price to be quoted w.r.t. BHEL's Unit of Measurement (UOM) only. All columns should be filled in the Formats enclosed in Tender document. The format shall not be changed. Offers will be rejected if the data is furnished in different formats. The bidder's quotation should specify clearly the shelf-life of each item as mentioned in format. Wherever separate unit is given and is acceptable to BHEL, evaluation will be done on Pro rata Unit basis.

1.7 Expiry date of all items supplied should be minimum of one year at the time of Supply (unless concerned BHEL authority asks (in writing) vendor to supply certain quantity with short expiry, (to overcome emergency situations). For medicine items which have shelf life of less than 1 year, have to be supplied within 3 months of their manufacturing date.

1.8 Concerned BHEL authority will reserve the right to ask vendor to replace medicine items (supplied by vendor at any point of time and present in BHEL store) having less than six months expiry (in case BHEL authority thinks that item cannot be utilized before expiry date) with medicines having more than one year expiry, free of-cost. Replacement requirement will be intimated to the authorized E-mail furnished in the quotation. However, BHEL will intimate vendor at least three months before expiry date, for replacement of the nearing expiry items. Vendor should replace within 45 days of getting E-mail information, failing which BHEL will be free to dispose it off and recover an amount equal to purchase order value of disposed off items. The amount may be recovered from the security deposit or the respective vendor's bills.

1.9 Concerned BHEL unit (destination store) will have right to ask for Original/copy of self-attested test reports, after receipt of every consignment.

1.10 In case of any dispute arises out of this contract, the decision of Medical Superintendent\Head of Hospital, Dispensary or Medical institution of BHEL's Respective units shall be final and binding on all the parties.

1.11 Proper packing to be ensured and material shall be stamped as "BHEL SUPPLY, NOT FOR SALE" or "HOSPITAL SUPPLY, NOT FOR SALE" until permitted by BHEL authority in writing (i.e. email), to supply certain quantity without stamping, to overcome emergency situations.

1.12 In case there is any merger / take over / change of address during the Course of Proposed Framework Agreement, 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.

2. EARNEST MONEY DEPOSIT

2.1 EMD of **Rs 5 Lakhs** shall be applicable.

2.2 Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.

i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT.

a) The EMD will be accepted only in the following forms:

(i) Electronic Fund Transfer credited in BHEL account (before tender opening).

(ii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer).

(iii) Fixed Deposit Receipt (FDR).

(iv) Bank Guarantee from any of the Scheduled Banks.

(v) Insurance Surety Bonds.

In case of BG, EMD shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period.

Note: In case required EMD as above is not available at the time of Technical Bid opening, offer of the bidder shall not be considered for further processing.

EMD taken other than EFT mode, should be forwarded in original, physically/ couriered to Mr Ravi Kumar R, Sr Manager Purchase CMM, 4th floor, Administrative Building, BHEL, Ramachandrapuram, Hyderabad, Telangana-502032, on or before tender submission deadline. The scanned copy of the same should be uploaded in BHEL NIC portal.

No other means of payment shall be accepted. EMD / any money due to the tender by BHEL shall not carry any interest.

Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the Bidders.

EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder's accepting the contract and furnishing the requisite security deposit.

The account details of BHEL for purpose EMD and Security Deposit through RTGS/NEFT mode is mentioned below:

BANK ACCOUNT DATA FOR RTGS/NEFT MODE OF PAYMENT

1. Party Code	
2. Option	: RTGS/NEFT
3. Beneficiary Details:	
A) Name of Beneficiary	: BHARAT HEAVY ELECTRICALS LIMITED
B) Address	: RAMACHANDRAPURAM, HYDERABAD- 502032.
C) Bank Name	: STATE BANK OF INDIA
D) BRANCH NAME	: BHELTOWNSHIP, HYDERABAD- 502032.
E) Account No.	: 62048154115
F) Account type	: Current A/c
G) Bank IFSC Code	: SBIN0020075
H) Bank MICR Code	: 500002370

2.3 EMD by the Tenderer will be forfeited, if:

- i) the bidder withdraws or amends its/ his tender or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security within the specified period mentioned in the Tender.
- ii) EMD by the tenderer to be withheld in case any action on the bidder is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Contractors" and forfeited/ released based on the action as determined under these guidelines.

2.4 EMD shall not carry any interest.

2.5 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.

2.6 EMD of successful tenderer will be retained as part of Security Deposit.

3. VALIDITY OF OFFER:

3.1 Offers should be valid for a period of **180 days** from the date of Techno-Commercial bid (Part-I) opening.

4. EVALUATION OF OFFERS:

4.1 The price bids of the techno commercially acceptable offers alone shall be opened.

4.2 Tender will be evaluated **ITEMWISE** based On **Total Cost to BHEL including GST** on F.O.R basis, for each individual medicine item separately, as indicated in Price Bid (PART – “II”) of Tender. Evaluation of currency for this tender shall be INR. Reverse Auction is not Applicable for this Tender.

4.3 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

4.4 The indicated quantity for each Medicine item is tentative and BHEL reserves the right to increase or decrease the tendered quantity.

4.5 BHEL reserves the right to negotiate the rates/other commercial terms and conditions or refloat any of the items in the tender, if L1 rate is not the lowest acceptable rate to BHEL inter-alia other reasons.

4.6 Offers for part quantity on item level basis are not acceptable. BHEL will do Framework Agreement for the entire quantity of the individual Medicine Item with One Vendor only and will not split the quantity among vendors.

4.7 NO DEVIATION FORMAT must be filled and duly signed.

5. SECURITY DEPOSIT

5.1 Security Deposit (SD) @ 5 % of Rate Contract Value (excluding taxes) shall be applicable. The validity of the security deposit shall be for the entire Contract period plus 3 months.

5.2 EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:-

- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed format.
- iv) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Vendor, a/c BHEL).

5.3 The required Security deposit should be submitted within 30 days from the date of award of LOI / PO to the successful bidder. Security deposit should be necessarily available before processing of First Bill of the vendor.

5.4 In case of extension of Framework Agreement, the Security deposit shall be extended for a further period equivalent to the extended period. The BG shall be kept valid till the extended Contract period plus 3 months.

6. CONTRACT DURATION

6.1 The Framework Agreement will be valid for a period of Two years from the date of awardal. Purchase order will be placed by respective BHEL Units tentatively as per proportionate requirement mentioned in VOL – B of tender. Further BHEL shall reserve the right to extend the contract for a further period of 3 months.

7. RATES

7.1 Rates quoted shall be “FIRM” during the tenure of Framework agreement and “NO ESCALATION” in rate shall be allowed for complete duration of contract i.e two years from date of award of contract. Supply orders shall be placed against the contract upto the last date of contract. The rate quoted shall be “FIRM” Inclusive of base price, freight & insurance, on F.O.R basis to ALL BHEL MEDICAL STORES. GST extra as applicable. In case of any changes in GST as per Govt. Notification the same shall be applicable from time to time.

7.2 Offers for part quantity on individual medicine item basis are not acceptable to BHEL. Such partial offers will not be considered in our Enquiry for that Item. The vendors have to furnish their offers only for the items indicated in the schedule as per the instructions incorporated in the tender document.

7.3 Price is to be quoted w.r.t. BHEL’s Unit of Measurement (UOM) only. All columns should be filled in the Formats enclosed in Tender document. The format shall not be changed. Offers will be rejected if the data is furnished in different formats.

7.4 In the event of any reduction of prices due to change in Govt policies, i.e, price of item in question reduces (reduction in Input cost) due to change in Govt. of India notification (other than GST change on item), the benefit should be passed on to the BHEL. This applies only to reduction in price and not to increase in price due to govt. policies. Moreover if vendor voluntarily wants to reduce the price, vendor is always free to do so.

7.5. Fall clause: 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 Govt. or by the Vendor himself, the vendor shall inform BHEL immediately about such reduction in the contracted prices. The Vendor has to undertake that he has not supplied/is not supplying the medicines at a price lower than that offered in the present contract in respect of any other Ministry/Department of the Government of India.

8. DELIVERY PERIOD

8.1 The delivery period shall be **within 45 days from Purchase Order date** placed by respective BHEL locations. Vendor will have to supply within the delivery period to the location of BHEL Dispensaries/ Hospitals as per Vol –A.

9. PAYMENT TERMS:

9.1 a. Micro & Small Enterprises (MSEs) - 100% Direct EFT payment within 45 days

b. Medium Enterprises - 100% Direct EFT payment within 60 days

c. Non MSME Bidders - 100% direct EFT Payment within 90 Days

Note A. Above due date is reckoned from the date of submission of complete set of documents as per PO.

Payment will be made for accepted value.

- B. MSEs (covered under MSME Act) need to register and renew periodically and update the same with BHEL
- C. The taxes that are reimbursed are limited to applicable taxes as on the Purchase Order delivery date or the amount actually paid whichever is less.
- D. Adherence to the above time schedule of payment is contingent upon Bidder complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment.

10. SUBMISSION OF BILL

10.1 One Original and 2 copies of GST Compliant Invoices/bills along with relevant documents as per PO, if any, are to be sent along with the consignment while dispatching the materials. Supply without invoices will not be accounted and payment processing will not be done.

11. PAYING AUTHORITY:

11.1 Payment shall be done by respective ordering BHEL Units/Locations. Details of Consignee & Billing Address shall be clearly mentioned in Purchase Order issued by respective BHEL Units/Locations.

12. TAXES AND DUTIES:

12.1 The Supplier shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

12.2 GST (Goods and Services Tax)

12.2.1 The Supplier's price/rates shall be **inclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

12.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Supplier. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Supplier.

- 12.2.3 Supplier shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Supplier for discharging the obligation of BHEL in respect of the tax liability to the Supplier.
- 12.2.4 Supplier has to submit GST registration certificate of the concerned state. Supplier also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 12.2.5 Supplier/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 12.2.6 Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
- 12.2.7 Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
- 12.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Supplier: -
- Supply of goods and/or services have been received by BHEL.
 - Original Tax Invoice has been submitted to BHEL.
 - Supplier/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
 - In cases where e-invoicing provision is applicable, vendor/Supplier is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.
 - Supplier has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, Supplier has to submit proof of such return within fifteen days from the due date of relevant return.
 - Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the Supplier along with status of ITC

availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the Supplier.

- g. Supplier has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.

12.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from Supplier's bill or otherwise as deemed fit.

12.2.10 TDS as applicable under GST law shall be deducted from Supplier's bill.

12.2.11 Supplier shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the Supplier.

12.2.12 Supplier shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of Supplier in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

12.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.

12.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Supplier in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.

12.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the Supplier or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the Supplier.

12.2.16 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability. In case, the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The

reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.

In case, any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Supplier must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

12.3 Income Tax:

TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from Supplier's bill.

13. QUANTITY VARIATION

13.1 During the currency of the contract, Purchaser at its sole discretion, reserves the right to vary the contract quantity by +30% at Rate, Terms and Conditions of the initial orders without assigning any reason.

14. TRANSIT INSURANCE:

14.1 Transit Insurance of material is in Supplier's scope. Successful tenderer shall insure the material at their cost for transportation.

15. LIQUIDATED DAMAGE:

15.1 LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total Purchase order value released by respective BHEL unit/locations.

16. INTEGRITY PACT

INTEGRITY PACT (IP) Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given.

IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Suppliers are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	Email
1.	iem1@bhel.in
2.	iem2@bhel.in
3.	iem3@bhel.in

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part 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 any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

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 clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below.

Ravi Kumar R, Manager/Purchase Email id- ravivenus@bhel.in, Ph. No. 040 2318 2341	Koushik Barua, Sr. DGM/Pur- CMM Email id – koushik@bhel.in, Ph. No. 040 2318 5309
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17. ORDER OF PRECEDENCE

21.1 In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- Notice Inviting Tender (NIT)
- Price Bid – PART-II /Vol -H
- Special Conditions of Contract – Vol - D
- Instruction to Bidders (ITB) - Vol- E
- Annexures & Integrity Pact - Vol – 'F':

18. SCC Annexures

1. VOL – 'G': UNPRICED SCHEDULE WITH BRAND AND OTHER TECHNICAL/PQC DETAILS (Excel).
2. Annexure-A- SUPPLY POINT DETAILS FORMAT - Excel
3. Annexure-B- DETAILS OF POs claimed for Qualification against PQR - Excel
4. Annexure-C- Declaration regarding PQC
5. Annexure-D1- No Deviation Certificate
6. Annexure—D2 No Deviation Certificate

ANNEXURE-C

DECLARATION REGARDING PQR CHECKLIST

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

*We hereby declare that all the **documents submitted against the tender**, and more specifically those pertaining to **Pre-Qualification Requirement (PQR) compliance**, are **true, correct, and authentic** to the best of our knowledge and belief.*

Note: Bidders are hereby informed that if any certification or declaration submitted under this checklist is found to be **false, misleading, or incorrect** after award of the contract, it shall be treated as a **serious breach of contract**. In such a case, the bid shall be **liable for immediate termination**, and **further action** may be initiated **in accordance with applicable laws and contractual provisions**.

ANNEXURE D1

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

ANNEXURE – D2

DECLARATION REGARDING DEVIATIONS TO NIT BHEL/HPEP/MEDICINE/CRC2628*(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)*

DEVIATIONS TO THE NIT

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

Date:_____

Bidder's Signature with Seal