

Annexure A

**ANNEXURE A**

**PART 1 (Techno – Commercial bid)**

Annexure A consists of following documents:

- SECTION I - Pre-Qualification Criteria
- SECTION II - Vendor Details & supply point details
- SECTION III – Techno commercial Terms and Conditions
- SECTION IV - Bank Guarantee format
- SECTION V - Integrity pact
- SECTION VI - No Deviation format
- SECTION VII - Certification for % of local content as per Make in India Clause
- SECTION VIII - Unpriced schedule
- SECTION IX - Purchase Order Value format (exclusive of tax)

All the above documents shall be filled-up (wherever necessary) with sign & seal of company on all pages and uploaded along with PART1 offer.

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**SECTION-I****PRE-QUALIFICATION CRITERIA**

S/no	CRITERIA	Documents to be provided	Bidder's Compliance
1	Vendors must have previous experience in supply of medicines items to CPSU / Central Govt. Hospitals (CGH) / Central Govt. Establishments such as Railways, Defence etc.	PO copy	
2	Vendors shall enclose Purchase Order Copy for a minimum value of 25 Lakhs (excluding Tax) pertaining to any CPSU or Central Govt. Hospitals (CGH) or Central Government Establishments such as Railways, Defence etc. for Supply of Medicines in <b>any one</b> of the last 3 financial years (2019-20,2020-21,2021-22) from 01.04.2019 to 31.03.2022.	PO copy	
3	Vendor must have had an annual turnover of minimum 1 Crore in <b>any one</b> of the last 3 Financial Years (2019-20,2020-21,2021-22) from 01.04.2019 to 31.03.2022. for which Auditor's certificate duly certified by chartered accountant with CA membership number to be furnished. (If a company did not exist for 3 Financial Years out of last 5 Financial Years, the average turnover may be calculated from the year of existence of the company)	Auditor's certificate (with CA membership number)	
4	Vendors must enclose a copy of any one of the valid Manufacturing License/ Loan Manufacturing License / Import License / Manufacturing and marketing certificate issued by Govt Agency, for the Medicine items quoted by the vendor.	Copy of valid license.	
5	Vendors should offer <b>BRANDED Medicine items</b> only and not offer Generic / Branded Generic items.	Bidder confirmation	
6	Vendors if finalized for the RC, must agree to furnish a Bank Guarantee of 3% of the value awarded for the vendor. The BG thus submitted shall be valid till validity of the contract(s) or till completion of P.Os. placed under the contract(s) with claim period of 90 days after which the BG will be refunded. Instead of BG, Fixed deposit receipt for this value (in the name of BHEL) can also be furnished.	Bidder confirmation	
7	In line with Public Procurement (Preference to Make in India), Vendor shall submit certificate for % of Local content. (As per PPO Ref: P45021/2/2017-B. E-II dt. 15.06.2017 & further modified dt. 28.05.2018, 04.06.2020, 16.09.2020 issued by DPIIT & Order F.No.31026/65/2020-MD dt.30.12.2020 issued by DoP under Ministry of Chemicals & Fertilizers).	certificate for % of local content	
8	Vendors must comply the Qualifying criteria. Vendor details format, Terms and Conditions, No Deviation Format, Integrity pact, make in India local content certification must be duly filled, signed with seal on all pages and submitted by the vendor	Duly filled, Signed & stamped Annexure A documents	
9	Vendor must submit the Technical bid and other formats as enclosed in the annexures.	Bidder confirmation	

**Vendor Signature with Seal**

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**SECTION-II****VENDOR DETAILS**

SNo.	PARAMETER	VENDOR TO SPECIFY
1	Name of the Agency/Company/Vendor and year of Establishment	
2	Register / Head Office Address	
3	Register / Head Office Address contact person details : Name, Phone No., Mobile No, Fax No, e-mail address if any.	
4	Marketing Office address (Packing and forwarding)	
5	Marketing Office Contact Person Details: Name, Ph. No Mob. No, e-mail, Fax if any	
6	Goods and Service Tax (GST) Registration	Copy of GST REGISTRATION Enclosed /Not Enclosed
7	Manufacturer / Marketing / Loan License / Import License with Govt. approved certificate & agreement copy, details to be enclosed with list of items in each category	
8	Whether banned by any Central Govt / State Govt / Public sector undertaking companies (if yes – give reason)	
9	Income Tax Registration (PAN) (Details & self – attested copy to be furnished)	Copy of Income Tax Registration Enclosed / Not Enclosed

**VENDOR SIGNATURE & SEAL**

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**SECTION II**

**SUPPLIER'S SUPPLY POINT DETAILS FOR**  
**BHEL HOSPITAL / TRICHY 620 014**

Name of the Supplier / Distributor:
Address:
Contact person:
E mail ID :
Fax No :
Phone No :
Mobile No :

**VENDOR SIGNATURE & SEAL**

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**SECTION II**

**SUPPLIER'S SUPPLY POINT DETAILS FOR**  
**BHEL HOSPITAL/ RANIPET 632 406**

Name of the Supplier / Distributor:
Address:
Contact person:
E mail ID :
Fax No :
Phone No :
Mobile No :

**VENDOR SIGNATURE & SEAL**

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**SECTION III****TERMS AND CONDITIONS**

THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER. FAX / E MAIL OFFERS WILL NOT BE CONSIDERED. OFFER SHOULD BE SUBMITTED THROUGH EPROCUREMENT PORTAL <https://eprocurebhel.co.in> only. OFFERS IN ANY OTHER MODE WILL NOT BE ACCEPTED.

Medical department/BHEL TRICHY invites offer from reputed manufacturers for entering into frame work agreement (Rate Contract) for two years for supply of medicines required for BHEL Hospital - Trichy & Ranipet. The list of items and tentative quantity for each item is mentioned in **Annexure B**. The rate contract will be valid for a period of Two years from the date of award.

The tender will be operated on **Two Part bid** basis. **PART 1** (PQR, Techno commercial bid) & **PART 2** (Price bid). Rate shall be submitted in the "Price bid (BoQ) format" enclosed in the e-procurement portal.

**A. QUOTATION MUST COMPLY WITH THE TERMS & CONDITIONS LISTED BELOW:**

1. The offer should be submitted only for Branded Products and shall be based on "DOOR DELIVERY" F.O.R basis to MEDICAL STORES / BHEL Main Hospital, Trichy 620 014 & Ranipet 632 406. The Brand Name of the medicine shall be clearly mentioned in the offer.
2. Offers not meeting Pre-Qualification criteria will not be considered further for evaluation. Vendor offers will be considered for PART 2 (Price bid) opening subject to the fulfilment of pre-qualification criteria and techno-commercial suitability.
3. Evaluation of offers: Offer will be evaluated item wise on total cost to BHEL basis inclusive of GST. The price quoted shall be on F.O.R – Free on Road BHEL, Medical Stores, Trichy/Ranipet basis only (inclusive of base price, P&F, Freight & Transit Insurance charges to seller account). Ex-works offer will be rejected. Supplier shall indicate applicable GST in percentage along with HSN code against each item. If different GST rates have been quoted by different suppliers for the same item, then Tender will be evaluated item wise based on the total Cost to BHEL inclusive of GST on F.O.R basis.
4. Offers for part quantity on item level 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.
5. Rate quoted by Vendor shall be in per UOM basis. Vendor shall submit duly filled in Price Schedule (BoQ) as available in portal. (To be attached in Price bid Attachment Section). Vendor should not change the price bid (BoQ) format. Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation & liable for offer rejection.
6. Firm price: Price quoted shall be "FIRM" during the tenure of Rate Contract and "NO ESCALATION" in price shall be allowed. The price quoted shall be "FIRM" and on F.O.R – Free on Road BHEL, Medical Stores, Trichy/Ranipet basis only (inclusive of base price, P&F, Freight & Transit Insurance charges to seller account). GST extra as applicable. Supplier shall indicate applicable GST in percentage along with HSN code against each item. In case any changes in GST as per Govt. Notification, the same shall be applicable from time to time.

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7. Offer validity: Offers should be valid for a period of 180 days from the date of Techno-Commercial bid (Part-I) opening.
8. 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). Your quotation should specify clearly the shelf-life of each drug.
9. 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.
10. Delivery period: The delivery period shall be 45 days from Purchase Order date.
11. L.D Clause: In case of failure in supply by the Bidder as per schedule, a penalty of 0.5% per week for undelivered portion shall be deducted subject to a maximum of 10% of total purchase order value from the bills during payment.
12. Supply, Freight & Insurance: Material shall be supplied on door delivery basis and Insurance has to be arranged by supplier from the place of dispatch to the Destination.
13. Payment Terms:100% direct EFT payment within 90 days from the date of receipt of items at BHEL's stores Trichy/Ranipet and acceptance of medicines based on original / copy of self-attested Lab batch test reports. For MSE vendor payment will be within 45 days & for Medium Enterprises payment will be within 60 days. Any deviation in the above payment terms or any other Payment terms will not be accepted.
14. Contract validity: A Contract shall be entered into with L1 vendor for finalised items & Qty and the contract thus signed shall be valid for ordering up to 24 months from the date of Contract finalization. Moreover, validity of contract is subject to further extension with mutual consent. PO placed under this contract shall be governed by the T&C's of this contract till the completion of PO and settlement of all dues with the vendor.
15. In the event of reduction of prices during contract Period, the benefit should be passed on to BHEL.
16. 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 tenderer himself, the tenderer shall be morally and statutorily bound to inform BHEL, Trichy immediately about such reduction in the contracted prices. The BHEL, Trichy is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.
17. The price quoted by the tenderers shall not in any case exceed the controlled price, if any, fixed by the Central / State Govt. / N.P.P.A (National Pharmaceutical Pricing Authority) / DGS&D and the Maximum Retail Price (MRP).

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## 18. Evaluation of price bids:

- a) In general ranking L-1, L-2 etc. shall be done for individual items for the techno commercially acceptable offers based on total landed cost to BHEL basis inclusive GST. Supplier should quote all charges (if any) per item wise only to evaluate offers per item wise.
- b) Vendor with the lowest FOR rate per UOM shall be declared as L1. Bid with the next highest evaluated cost shall be ranked L2, and the next be L3, and so on.
- c) L1 Tie breaking: 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.
- d) BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; increase or decrease the tender quantity.

19. Bank Guarantee: The bidder in the event of finalization of contract, should furnish a Bank Guarantee as per attached format (Section IV for Annexure A) from BHEL's consortium Banks or counter guarantee by Vendor's Bank to BHEL's consortium banks, at no extra cost to BHEL, in a Performa prescribed by BHEL, provided along with the Contract awarding letter, for an amount equivalent to **3 % (Three percent)** of the total value of the contract finalized for the Vendor. The Bank Guarantee shall be valid for the total period of contract from the date of entering into contract with BHEL with claim period of 90 days. Bidder is advised that expiry of claim period may be kept 3-6 months after validity date. Instead of BG, fixed deposit receipt for this value (in the name of BHEL) can also be furnished.

The required BG should be submitted within 30 days from the date of award of contract to the successful bidder. Security deposit (BG) should be necessarily available before processing of First Bill of the vendor.

The BG thus submitted shall be valid till validity of the contract(s) or till completion of PO's placed under the contract(s) and settlement of all dues of the contract.

## 20. Risk Purchase clause:

- a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
- b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier. c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:
  - from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
  - from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit

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- In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

21. Integrity Pact: Vendor shall submit filled in and duly signed Integrity Pact along with Part I Offer.

22. Micro and Small Enterprises (MSE Bidders): 25% of the tendered quantity (item wise) is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.

If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.

Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.

- Ministry of MSME has given following definition of MSE owned by SC/ ST:
  - In case of proprietary MSE, proprietor(s) shall be SC/ ST.
  - In case of partnership MSE, the SC/ ST partners shall be holding at least 51% shares in the unit.
  - In case of Private limited companies, at least 51% share shall be held by SC/ST promoters.
    - Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s. (The definition for MSEs owned by Women Entrepreneurs is clarified as:
      - i) In case of proprietary MSE, proprietor shall be woman.
      - ii) In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
      - iii) In case of private limited companies, at least 51% share shall be held by the women promoters.
  - Vendor to submit Udyam Registration Certificate to validate the MSE status.

23. Preference to Make in India: "For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier / Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), order (No. P-45021/2/2017-PP (BE-II) Dt:16.09.2020) 16.09.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT) and order F.No.31026/65/2020-MD dt.30.12.2020 issued by Department of Pharmaceuticals, Ministry of Chemicals & Fertilisers, Govt. of India. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT".

The local supplier at the time of tender, bidding or solicitation shall be required to provide certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

24. Reverse Auction: Reverse auction is not applicable for this tender.

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25. Tender opening: On the due date of tender opening, PART1 BID will be opened. Offers not meeting pre-qualification criteria will not be considered further for evaluation. Technical / commercial clarification, if any, will be initiated through email; vendor to respond to the clarifications within 5 working days. If the vendor fails to respond, even after two reminders, then the vendor will be considered as non-responsive and is liable to be rejected.
26. PART 2 (Price Bid): Vendor offers will be considered for PART 2 (Price bid) opening subject to the fulfilment of pre-qualification criteria and techno-commercial suitability. Qualified bidder's Price Bid will be opened on a later date with prior intimation through system generated email from BHEL e- procurement system.
27. Duties & Taxes: In case any changes in taxes and duties as per Govt. Notification (including GST), the same shall be applicable from time to time.
- (i). Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period, shall be to the BHEL's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Buyer shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.
- (ii). No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.
- (iii). Seller shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal. In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.
28. Please identify a person in your company with full correspondence Address, Telephone No, Mobile No, Fax No, and e-mail ID for any clarification and Correspondence as per Section II of Annexure A.
29. Please indicate your respective Local supply point's full correspondence address with Contact person name, Telephone No, Mobile No, Fax No, and e-mail ID, who are responsible for supply, billing, execution and receipt of payment for BHEL Hospital Trichy 620 014 and Ranipet 632 406 respectively as per Section II of Annexure A. In case, there is no Local Supply Points in our listed locations Trichy / Ranipet, other nearest addresses from which material shall be delivered to be given.
30. The vendor shall comply with and submit all the documents specified in Annexure A. Offers not meeting the above will not be considered for further evaluation.

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31. The bidder has to keep track of any changes by viewing the addendum / Corrigendums issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
32. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
33. Disclaimer Clause: The Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
34. Rate contract will be finalized with one finalized supplier for each item. After finalization of contract, BHEL will place Purchase order at the time of requirement for medicines and Purchase order shall be sent through mail. Vendors should acknowledge the receipt of purchase order through reply mail within a week.
35. The supplier/dealer should inform the status of the availability of the items and the status of the Purchase Order within 7 days.
36. The supplier will ensure replacement of the defective items etc. as and where found, within 24 hours at his own cost.

**B. GENERAL TERMS & CONDITIONS:**

1. Resolution of Disputes: If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. In case of further dispute arises out of this contract, the decision of Medical Superintendent of BHEL / Trichy shall be final and binding on all the parties.
2. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.
3. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India.
4. Arbitration and conciliation: Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of BHEL Trichy – 620 012.

The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provisions of arbitration and conciliation act 1996(India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy, India. The cost of arbitration shall be borne as per the award of the arbitrator. Subject to the arbitration in terms of clause Arbitration and conciliation above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the

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performance of its obligations under this contract with due diligence and expedition in a professional manner except where the contract has been terminated by either party in terms of this contract.

5. Any deviation in specified commercial terms of Annexure A will lead to rejection of offer. Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure A only.
6. In the event of our drugs requirements are being cancelled /placed on hold / otherwise modified BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
7. BHEL reserves the right to randomly select any drug sample from the batch and get it analyzed from a recognized laboratory at BHEL cost. In case of any discrepancy, recovery to an amount of loss incurred by BHEL will be made from concerned vendor's payment / BG will be invoked and concerned vendor's name will be removed from RC.
8. Frequent changes in local supplying agency is not acceptable. Not more than two Changes shall be allowed during the tenure of the Rate Contract.
9. Literature / catalogues may be attached with the offer.
10. Proper packing to be ensured and material shall be stamped as "BHEL SUPPLY, NOT FOR SALE". The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
11. BHEL reserves the right to terminate the Rate Contract at any point of time without assigning any reasons there-of.
12. In case there is any merger / take over / change of address during the course of Proposed Rate Contract, 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.
13. Once Rate Contract is finalized, for any failure to supply the items against Purchase Orders the Placed under Rate Contract, appropriate action will be taken as per the Risk purchase clause.
14. One Original and 2 copies of Invoices/bills 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.
15. All supply Invoices shall be accounted and sent for payment within 15 days from the date of receipt of supply. Any clarifications/corrections in the invoices, should be settled within 15 days from the date of goods receipt.
16. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
17. Option Clause: BHEL reserves the right to increase or decrease the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates.
18. Fraud Prevention Policy: The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <https://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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19. Guidelines for suspension of business dealings is available in the webpage: <https://www.bhel.com/supplier-registration> which includes actions that would be taken against suppliers who do not execute the order placed on them.

20. Cartel Formation: All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies. All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

21. Subletting:

- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
- The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
- The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

22. Orders issued by Govt. of India with respect to Restriction under Rule 144 (xi) of GFR 2017 on will be applicable for this tender. In case of subsequent orders issued by Govt. of India in this regard, the same shall be applicable even if issued after issue of this NIT.

23. GOODS & SERVICE TAX (GST) REGISTRATION & COMPLIANCE:

a) Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The unregistered dealer as well as the composition dealer has to submit an undertaking stating that they will not claim GST during the execution of the contract even if their status under GST changes to regular tax payer. The dealer has to submit necessary documents if there is any change in status under GST.

b) Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable,

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the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.

c) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code)

d) Invoices will be processed only upon completion of statutory requirement and further subject to following:

i. Vendor declaring such invoice in their GSTR-1 Return/ IFF

ii. Receipt of Goods or Services and Tax invoice by BHEL

e) As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/ GSTR-2B).

f) In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

g) In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor.

h) In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

i) Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

j) Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

k) GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.

**24. Force Majeure Clause:**

- Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance

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## Annexure A

of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.

- If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
  - If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
  - In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.
25. The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.
26. Conflict of Interest: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if,
- a) they have controlling partner (s) in common; or
  - b) they receive or have received any direct or indirect subsidy/financial stake from any of them; or
  - c) they have the same legal representative/agent for purposes of this bid; or
  - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about; or
  - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. this does not limit the inclusion of the components/ sub-assembly/ Assemblies one bidding manufacturer in more than one bid
  - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
    - 1.The principal manufacturer directly or through one Indian agent on his behalf; and
    2. Indian/foreign agent on behalf of only one principal;
  - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
  - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.»
27. General notes:
- Conditional offers are likely to be rejected.

**Annexure A**

- BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
  - No payment will be made for the excess quantity supplied.
  - The offers of the bidders who are on the banned list as also the offer of bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on the BHEL website - <https://www.bhel.com/supplier-registration>.
  - Indigenous supplier shall indicate applicable GST rate along with HSN code against each item.
  - Indigenous supplier shall indicate GSTIN number & PAN number of the Business.
  - Manufacturer's name trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
  - The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and e-procurement service provider will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
  - Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
28. Bidders have to confirm that whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL.
29. An Agreement has to be executed by the selected vendors, for the supply of items in this Rate contract, if finalized for that vendor. After finalization of contract, T&C given in Annexure A – Section III shall be neatly typed on Rs.100/- value Bond Paper and duly signed and stamped on all the pages in person in the office of Medical stores /BHEL Main hospital/ Trichy for the acceptance of the same. Two copies of this agreement bond shall be prepared (one copy to BHEL & one copy to vendor) the contract will be entered into with the vendor only after signing the Agreement. Purchase Orders will be released only after receipt of agreement copy & BG.
30. By signing this Annexure A, the vendor consents that the terms & conditions accepted, in this Annexure-A alone, shall be binding between BHEL and the Vendor; Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere will be ignored.

## Annexure A

**SECTION-IV****PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at "BHEL House", SIRI Fort, New Delhi 110 049 **1** through its Unit at High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (name of the Unit) having agreed to exempt ( Name of the Vendor / Contractor / Vendors) with its registered office at \_\_\_\_\_ **2** (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. \_\_\_\_\_ dated \_\_\_\_\_ **3** valued at Rs.....**4** ( Rupees -----)**4** (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ **5** (Rupees \_\_\_\_\_ only),

we \_\_\_\_ (indicate the name and address of the Bank) having its Head Office at \_\_\_\_\_ (address of the head Office) (hereinafter referred to as the Bank), , at the request of \_\_\_\_\_ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. \_\_\_\_\_ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

Any such demand made on the bank, shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including \_\_\_\_\_ **6** and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ **7**, we shall be discharged from all the liability under this guarantee thereafter.

We, \_\_\_\_ (indicate the name of the Bank) \_\_\_\_ further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said contractor(s) from

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Annexure A

time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, ..... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to .....6
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date \_\_\_\_\_ Day of \_\_\_\_\_  
for \_\_\_\_\_ (indicate the name of the Bank) \_\_\_\_\_

(Signature of Authorized signatory)

- 1. ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited
- 2. ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- 3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- 4. CONTRACT VALUE
- 5. BG AMOUNT IN FIGURES AND WORDS
- 6. VALIDITY DATE
- 7. DATE OF EXPIRY OF CLAIM PERIOD (expiry of claim period shall be kept 3-6 months after validity date)

Note: 1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.  
2.The BG should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/ e-stamp paper shall be purchased in the name of Vendor/ Vendor/ Vendor/ Bank issuing the guarantee.

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## Annexure A

<b>List of consortium banks</b>	
Slno	Name of the bank
1	State Bank of India
2	Canara Bank
3	Axis Bank
4	Bank Of Baroda
5	Central Bank
6	Citi Bank N.A.
7	Deutsche Bank**
8	Exim Bank
9	Federal Bank Limited
10	HDFC Bank Limited
11	Hongkong and Shanghai Banking Corporation Ltd
12	Indian Bank
13	ICICI Bank Limited
14	IDBI Bank Limited
15	IndusInd Bank Limited
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Punjab National Bank
19	RBL Bank Ltd
20	Standard Chartered Bank
21	Union Bank of India
22	Yes Bank Limited

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## Annexure A

**SECTION-V****Integrity Pact (IP)**

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors 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.

SIno	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

(b) 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.

(c) 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.

No routine correspondence shall be addressed to the /EM (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:

Name	C Hemalatha	G Murugesan
Dept	DGM/ Medical	Dy Manager /Medical
Phone	0431-2574102	0431-2577072
E mail:	<a href="mailto:hemalatha@bhel.in">hemalatha@bhel.in</a>	<a href="mailto:gmuru@bhel.in">gmuru@bhel.in</a>

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Annexure-1

**INTEGRITY PACT****Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

**and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

**Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for Supply of drugs on Rate contract basis for BHEL Trichy & Ranipet for 02 years period, Tender: HPBP-MED-STD-DRUGS - RCI 2325 dt 31.01.23 (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1- Commitments of the Principal**

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
  - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

### **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

### **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

*Handwritten signature*

**Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

**Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)**

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

**Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

**Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.



- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

**Section 10 - Other Provisions**

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

*h. k. k. k.*  
 -----  
 For & On behalf of the Principal  
**G. MURUGESAN**  
 Dy. Manager / Stores  
 BHEL Main Hospital  
 Place Trichy - 620 014  
 Date 30.01.23

Witness: *[Signature]*  
 (Name & Address) A. SARANYAM,  
BHEL Main hospital,  
TRICHY - 14.

-----  
 For & On behalf of the Bidder/ Contractor  
 (Office Seal)

Witness: \_\_\_\_\_  
 (Name & Address) \_\_\_\_\_  
 \_\_\_\_\_

## Annexure A

**SECTION-VI****NO DEVIATION FORMAT**

TENDER REFERENCE	HPBP_MED_STD_DRUGS_RC1_2325
DESCRIPTION	Procurement of drugs on rate contract basis for two Years Period for BHEL Hospital Trichy & Ranipet.
NAME OF THE VENDOR	
CONTACT PERSON DETAILS	
<p>CERTIFIED THAT THE QUOTED MEDICINES ITEMS ARE BRANDED ONLY NOT GENERIC AND NUTRITIONAL PRODUCT. WE ACCEPT ALL THE OTHER SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS TO THE TENDER TERMS AND CONDITIONS AND ACCORDINGLY WE ACCEPT ALL THE TERMS AND CONDITIONS OF THIS TENDER WITHOUT ANY RESERVATIONS WHATSOEVER.</p> <p>I/ WE UNCONDITIONALLY AGREE TO ALL THE TENDER CONDITIONS AND NO NEW CONDITIONS ARE IMPOSED BY US IN THE TECHNICAL / PRICE BID. I UNDERSTAND IN THE EVENT OF IMPOSING ANY CONDITION IN THE TECHNICAL / PRICE BID, SUCH CONDITION WOULD BE IGNORED BY BHEL AND ONLY THE PRICES WILL BE CONSIDERED FOR THE PURPOSE OF EVALUATION.</p>	
STATION:	
DATE :	
<b>SIGNATURE OF FIRMS REPRESENTATIVE WITH SEAL</b>	

[Type here]

## Annexure A

**SECTION-VII****Local content certificate**

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P45021/2/2017-B. E-II dated 15.06.2017, and further modified order dt. 28.05.2018, 04.06.2020 & order dt. 16.09.2020 issued by DPIIT & Order F.No.31026/65/2020-MD dt.30.12.2020 issued by DoP under Ministry of Chemicals & Fertilisers .

I / We hereby certify that -----(Supplier Name with address) is a “Local Supplier” meeting the requirement of minimum local content (..... %) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

I understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

**(Please fill all the yellow color field)**

[Type here]

## Annexure A

**SECTION-XI**

PO details of CPSU / Central Govt. Hospitals (CGH) / Central Govt. Establishments such as Railways, Defence, etc TO BE FILLED BY VENDORS & SUPPORTING DOUCMENTS TO BE ATTACHED					
NAME OF THE VENDOR (AS PER OFFER)					
SL NO	PO. NO	PO. DATE	NAME OF THE CPSU/CENTRAL GOVT HOSPITALS(CGH)/CG ESTABLISHMENTS	TOTAL PO VALUE (WITH OUT GST)	VALUE IN LAKHS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
TOTAL value in Lakhs					

Note :

1. STATE GOVT / PRIVATE SECTOR PO NEED NOT BE FILLED IN THE ABOVE LIST
2. VENDORS SHALL ENCLOSE ALL THE ABOVE PO'S PAGE INDICATING CUSTOMER VALUE / VENDOR NAME, TOTAL PO VALUE TO BE HIGHLIGHTED.
3. FILL THE PO'S details of (CPSU)/CENTRAL GOVERNMENT HOSPITALS(CGH), CENTRAL GOVERNMENT ESTABLISHMENTS IN THE ABOVE FORMAT DATE WISE CHRONOLGICAL ORDER, FOR **ANY ONE** OF THE LAST 3 FINANCIAL YEARS (2019-20,2020-21,2021-22) FROM 01.04.2019 TO 31.03.2022.

**VENDOR SIGN & SEAL WITH DATE**

[Type here]