



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

Power Sector, Eastern Region

BHEL Bhawan, Plot No. DJ-9/1, Sector- II,

Salt Lake City, Kolkata, WEST BENGAL, INDIA

Phone: 033-23398220, 23211690, FAX: 033-23211960

NOTICE INVITING TENDER (NIT)

OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PREQUALIFICATION CRITERIA AS MENTIONED) **THROUGH NIC E-PROCUREMENT PORTAL** <https://eprocurebhel.co.in> **ONLY** for THE SUBJECT JOB BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED AS PER THE TENDER DOCUMENT. ISSUE OF TENDER TO ANY BIDDER SHALL NOT CONSTRUE THAT THE BIDDER IS CONSIDERED TO BE QUALIFIED. FOLLOWING POINTS RELEVANT TO THE TENDER MAY PLEASE BE NOTED AND COMPLIED WITH.

Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
I	E-TENDER NUMBER	PSER:PUR:MED:130(XVI):022:(ENQ:24:PP:0015:PUR:16) Date 18/06/2024.	
II	Broad Scope of job	SUPPLY/DISPENSATION OF MEDICINES TO BHEL MEDICAL BENEFICIARIES FOR 02 (TWO) YEARS AT BHEL PSER KOLKATA OFFICE.	
III DETAILS OF TENDER DOCUMENT			
a)	PART – B	GENERAL CONDITIONS OF CONTRACT (GCC)	Applicable
b)	PART – C	TECHNICAL SCOPE AND SPECIAL TERMS AND CONDITIONS (SCC)	
c)	PART – F	GENERAL TERMS & CONDITIONS OF REVERSE AUCTION	Applicable
d)	PART – E	PRICE SCHEDULE and UNPRICE SCHEDULE (ABSOLUTE VALUE)	Applicable
e)	PART – H	FORMS AND PROCEDURES ETC.	Applicable
IV	ISSUE OF TENDER DOCUMENTS	a) <i>Online through e-procurement platform at https://eprocurebhel.co.in</i> b) In BHEL website (www.bhel.com & CPP Portal): For tender view purpose only Start date of the tender: 18/06/2024	1. Applicable 2. Applicable
V	DUE DATE & TIME OF OFFER SUBMISSION	Date: 28/06/2024, Time: 14-00 Hrs. IST (Offer to be submitted online only through e-procurement platform at https://eprocurebhel.co.in)	Applicable
V	TECHNO-COMMERCIAL BID OPENING TENDER OF	Date: 28/06/2024, Time: 16-30 Hrs. IST (online only through e-procurement platform at https://eprocurebhel.co.in, participating bidders may witness the same online only)	Applicable
VII	EMD AMOUNT	NA [To be submitted in the form and manner as mentioned below]	Not Applicable
VIII	COST OF TENDER	--	Not Applicable
IX	LAST DATE FOR SEEKING CLARIFICATION	Date: 27/06/2024	Applicable
X	SCHEDULE OF Pre Bid Discussion (PBD)	If any, shall be intimated through Tender Change Notice (TCN)	Not Applicable
XI	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR	--	Not Applicable

(IEM)			
XII	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com →Tender Notifications →View Corrigendum & CPP Portal →Tender Notice & E-PROCUREMENT PORTAL https://eprocurebhel.co.in). Bidders to keep themselves updated with all such information.	<i>Shall be intimated to bidder</i>
XIII	Evaluation currency	INDIAN RUPEES (INR)	

The offer shall be submitted as per the instructions of tender document. Only One set of tender document (**in original, downloaded from website**) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. **Price shall not be mentioned by them anywhere in the techno-commercial portion of offer. Price shall be mentioned in the relevant price schedule only and to be submitted in e-procurement portal/platform in the form and manner mentioned in tender.**

For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING: -

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002

0120-4200 462

0120-4001 005

0120-6277 787

Email Support

Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority.

Technical - support-eproc@nic.in

or for any difficulty in downloading the tender from internet website, they should contact this office (Dy. Manager, Purchase or SDGM, Purchase Phone no. 033-23398222/8221). No alteration/changes by bidders is permitted in the tender/NIT appeared in the website.

1.0 Successful bidder shall have to submit additional set of tender/sign on tender document provided by BHEL, if so decided by BHEL.

2.0 This is an E-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids are invited in two parts & shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	<p>1.Scanned copy of Covering letter of offer (To be attached in Attachment section)</p> <p>2.Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section).</p> <p>3.Scanned copy of Techno-Commercial Offer (To be attached in Attachment section)</p> <p>4.Duly filled all annexures except price & unpriced format (To be attached in Attachment section).</p> <p>5.Copy of records notes of Pre-Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section)</p> <p>6.Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section)</p> <p>7.All supporting documents/ Annexures etc. as applicable (To be attached in Attachment section).</p> <p>8.No deviation certificate in bidder's letterhead as per format given in Tender (To be attached in Attachment section).</p>
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per tender. (To be attached in Attachment section)
UNPRICED PRICE BID	10. Price schedule – Unpriced but mentioning only quoted / unquoted against each item as per tender. (To be attached in Unpriced bid Attachment section)
PRICE BID	<p>11. Duly filled in Price Schedule as per tender. (To be attached in price bid Attachment section)</p> <p>Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation of offer.</p>

SPECIAL NOTE:

- A) Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
- B) All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

3.0 No deviation with respect to tender clauses and no additional clauses/ suggestions/clarification in Techno-commercial bid/Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same. Offers with deviation are liable for rejection.

4.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split/part award the job. Also, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

5.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including Law and Order situation, applicable Wage structure, Wage rules, present condition of machines etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of site/machine conditions at the time of bidding.

6.0 For any clarification on the tender document, you may seek the same in writing or through e-procurement portal/platform as per specified format within the last date of seeking clarification as per

tender. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.

- 7.0 BHEL may decide holding Pre-bid Discussion [PBD] with all intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Outcome of PBD (if any) shall also form part of tender.
- 8.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including Tender change notes (TCNs), clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 9.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc. or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
- 10.0 Unless specifically mentioned otherwise, bidder's quoted price shall be deemed to be in compliance with tender including PBD.
- 11.0 Tender document containing above mentioned volumes shall be signed & stamped in all pages including this covering letter. Price bid shall be furnished in the specified format enclosed with the tender. Any additional copy, if required, may be taken by photocopying from the tender document given in the web.
- 12.0 **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 qualify for the subject job on the basis of pre-qualification evaluation & Techno-Commercial bids etc. BHEL reserves the right to reject the bidders with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.**
- 13.0 The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
- 14.0 **The bidder may have to produce original document for verification if so decided by BHEL.**
- 15.0 Validity of the offer shall be as per PART-B, Cl - 17.
- 16.0 Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.
- 17.0 While BHEL reserve the right to open the price bid of the offers in camera, the date & time to open the PRICE BID, tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorised representative of the bidder shall be allowed to attend.
- 18.0 Price Bids shall be evaluated in the manner as prescribed in Price Schedule. However, Unit Rates shall also be furnished if applicable in the Price Schedule.
- 19.0 ***Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.***

20.0 **Bidders are required to submit their BEST price as per tender Price Schedule format in e-procurement portal/platform in the form & manner as mentioned in tender.**

21.0 Taxes and duties shall be as per PART- C of the tender. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.

22.0 **"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders.**

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

23.0 Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer can not be altered / withdrawn by their own during the processing of tender.

24.0 Unsolicited discounts received after opening of techno commercial bid shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-1 party, then the awarded price shall be after considering the discount.

25.0 **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 <http://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.**

26.0 "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

1.2 Commitment by Bidder/ Supplier/ Contractor:

1.2.1 The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

1.2.2 The bidder/ supplier/ contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

1.2.3 The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/ or under applicable legal provisions".

27.0 Suspension of Business dealings with Suppliers/ Contractors: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.

28.0 "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 2017 dated 04-06-2020 issued by DPIIT. 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.

Duly filled & signed Form-4 (Format for local content), as applicable, to be submitted by bidders along with their techno-commercial offer.

29.0 MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure – B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two parts bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer: -

Type under MSME	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			
Medium			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

26.0 **Compliance to Restrictions under Rule 144 (xi) of GFR 2017**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -

- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
- 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Form-2.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

27.0 "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 influence on the bid of another Bidder; 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. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid,
or

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,
or

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
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."

28.0 GeMAR and PTS ID: GEM/GARPTS/07062024/4T54AI5KFAZS DTD: 07/07/2024

29.0 BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is at least 10% of the contact value, the same be encashed. In case the value of security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor.

Further levy of Liquidated damages, debarment, termination, de-scoping, short-closure, etc. shall be applied as per provisions of the contract.

30.0 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.

Bidder shall submit duly filled & signed Declaration along with their techno-commercial offer.

29.0 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.

30.0 The GeM Seller ID shall be mandatory before placement of order / award of contract for goods and services to the successful bidder(s).

31.0 Order of Precedence: In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below: -

- i) Amendments/Clarifications/Corrigenda/Errata/Tender change notice (TCN) etc. issued in respect of the tender documents by BHEL
- ii) Notice Inviting Tender (NIT)
- iii) Price Schedule
- iv) Technical Specifications and Special Conditions of Contract (SCC) - Part-C
- v) General Conditions of Contract (GCC) - Part-B
- vi) Forms and Procedures

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published THROUGH E-PROCUREMENT PORTAL <https://eprocurebhel.co.in> and in website www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

for BHARAT HEAVY ELECTRICALS LTD.

Dy MANAGER (PURCHASE)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR – EASTERN REGION 2ND FLOOR, BLOCK-DJ, PLOT- 9/1, SECTOR, SALT LAKE CITY, KOLKATA – 700 091
	Phone no.	033-23398261, 23388222, 23398221, 23211690
	FAX no.	033-23211960
	E-mail ID	pritam@bhel.in , a_sarkar@bhel.in
NIC E- PROCUREM ENT PORTAL	<p>For E-PROCUREMENT ASSISTANCE & TRAINING, NIC HELPDESK CONTACTS AS PER FOLLOWING:</p> <p>For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 0120-4200 462 0120-4001 005 0120-6277 787</p> <p>Email Support Address: A) For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority</p> <p>Technical - support-eproc@nic.in</p>	

Enclosures:

01. Annexure-I: Pre qualification Criteria
02. Annexure- II: No Deviation Certificate
03. Part-D: General Terms & conditions for Reverse Auction
04. Annexure-A: Suspension of business dealing with Suppliers
05. Annexure-B: Certificate by Chartered Accountant
06. Format for Declaration for Relation in BHEL
07. Declaration for details of related firms and their area of activities
08. Format for seeking clarification
09. Tender documents as per this NIT

ANNEXURE - I**PRE – QUALIFICATION CRITERIA**

Job: SUPPLY/DISPENSATION OF MEDICINES TO BHEL MEDICAL BENEFICIARIES FOR 02 (TWO) YEARS AT BHEL: PSER'S KOLKATA OFFICE.

E-Tender No.: PSER:PUR:MED:130(XVI):022:(ENQ:24:PP:0015:PUR:16) Date 18/06/2024.

SL. NO.	CRITERIA
A	FINANCIAL CRITERIA
1	<p>BIDDER SHOULD HAVE AN AVERAGE ANNUAL FINANCIAL TURNOVER OF MINIMUM Rs.40 LAKH DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2023 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.</p> <p>IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE 3 (THREE) YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
2	BIDDER SHOULD HAVE GST REGISTRSATION AND PAN.
B	TECHNICAL CRITETIA
1	BIDDER SHOULD HAVE THE EXPERIENCE IN SUPPLY OF MEDICINES TO ANY INSTITUTION OR ANY COMPANY OR ANY OFFICE OF CENTRAL OR STATE GOVERNMENTS IN LAST SEVEN YEARS ENDING ON LAST DUE DATE OF BID SUBMISSION. ALL RELEVANT DOCUMENTS TO BE SUBMITTED IN SUPPORT OF THE ABOVE.
2	BIDDER SHOULD HAVE AT LEAST ONE CHEMIST SHOP WITHIN 10 KMS RADIUS FROM BHEL BHAWAN, LOCATED AT BHEL BHAWAN, DJ-9/1, SECTOR-II, KARUNAMOYEE, SALT LAKE, KOLKATA – 700091 AND AT LEAST 3 CHEMIST SHOPS WITHIN KOLKATA. ALL RELEVANT DOCUMENTS TO BE SUBMITTED IN SUPPORT OF THE ABOVE.
3	BIDDER SHOULD HAVE VALID DRUG LICENSE.
NOTE:	COPY OF ALL DOCUMENTS /CERTIFICATES SHOULD BE SUBMITTED BY THE BIDDER.

ANNEXURE - II

FORMAT FOR NO DEVIATION CERTIFICATE
(To be submitted in the bidder's letter head)

To,
Bharat Heavy Electricals Limited,
POWER SECTOR – EASTERN REGION
2nd FLOOR, Block-DJ, Plot- 9/1, SECTOR II
SALT LAKE CITY, KOLKATA – 700 091
FAX – 033-2321-1960

Job: SUPPLY/DISPENSATION OF MEDICINES TO BHEL MEDICAL BENEFICIARIES FOR 02 (TWO) YEARS AT BHEL: PSER'S KOLKATA OFFICE.

E-Tender No.: PSER:PUR:MED:130(XVI):022:(ENQ:24:PP:0015:PUR:16) Date 18/06/2024.

Dear Sir/Madam,

With reference to above, this is to confirm that as per tender conditions, we have visited site before submission of our offer and noted the job content & site conditions etc. We also confirm that we have not changed/modified the tender documents as appeared in the websites and in case of observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT *and confirm our acceptance to reverse auctioning process* and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT.

It is also confirmed that the price has been quoted in the format received with the enquiry. We confirm that, we do not have any objections to splitting the quantity among the different bidders by BHEL and price shall remain firm till the completion supply of full ordered quantity.

Any deviation found subsequently at any time during execution of order shall be treated null and void.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the contractor)

PART-D
GENERAL TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply/service as per tender specifications, BHEL shall be resorting to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. *Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA.*
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained for participation in the reverse auction.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax /e-mail the Compliance form (annexure III) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" which is inclusive of all cost elements in line with terms & conditions of the tender for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VI) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. *Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.*
12. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL and the results of the RA scrapped/ aborted.
13. *Reverse Auction will be conducted if two or more bidders are techno-commercially qualified. In case of two or three qualified bidders, there shall be no elimination of H1 bidder (whose quote is highest in sealed envelope price bid). In case of four qualified bidders, the H1 bidder shall be eliminated whereas in case of five qualified bidders, H1 & H2 bidders shall be eliminated. However, in case of six or more qualified bidders are available, RA would be conducted amongst first 50% of the bidders arranged in the order of prices from lowest to highest. Number of bidders eligible for participating in RA would be rounded off to next higher integer value if number of qualified bidders is odd (e.g. if 7 bids are qualified, then RA will be conducted amongst lowest four bidders). However, there will be no elimination of qualified bidders who are MSE or qualifying under PPP-MII, Order 2017, provided their bids are within their respective margin of purchase preference {presently 15% for MSEs and 20% for PPP-MII, or as amended from time to time}.*

In case of multiple H1 bidders, all H1 bidders (except MSEs and bidders qualifying under PPP-MII, Order 2017, who are within the margin of purchase preference) shall be removed provided minimum two bidders remain in fray, else no H1 removal.

ANNEXURE-A

1.0	<u>Suspension of Business dealings with Suppliers/ Contractors</u>
1.1	BHEL reserves the right to take action against Suppliers/ Contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
1.2	<p>Suspension of business dealings with Suppliers/ Contractors could be in the form of following:</p> <ul style="list-style-type: none"> a. Debarment within the unit for specific item(s)/ material category(ies)/ type of work(s) for six months. b. Debarment within the unit for all item(s)/ material category(ies)/ type of work(s) for one year. c. Debarment across BHEL for all items/ material category(ies)/ type of work(s) for two years. <p>The Supplier may be debarred, as detailed hereinafter on the basis of one or more of the category wise reasons as enumerated hereunder:</p>
1.2.1	<p>Debarment within the unit for a specific item(s)/ material category(ies)/ type of work(s) shall be imposed for six months in the following cases, if</p> <ul style="list-style-type: none"> i. In the last three consecutive supplies of a specific material category, average quality rating, as provided in the supplier performance rating (SPR) as per SEARP, falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules. <p>Note: Not applicable in cases for erection works of Power Sector Regions, where separate guidelines for evaluation of capacity of bidders is being followed.</p> <ul style="list-style-type: none"> ii. Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that <ul style="list-style-type: none"> a. prescribed maximum LD time limits of the contracts is exceeded or b. delay period has equaled/ exceeded half the original delivery period specified in the contracts whichever among the above is earlier. iii. <ul style="list-style-type: none"> a. Overall SPR (Supplier Performance Rating) in that particular Unit in line with SEARP falls below 60% of the specific material category. b. Bids of contractors (in PS-MSX portal) shall not be considered (if average score of last six months falls 60% or below as per guidelines for evaluation of capacity of bidders formula). Note: – for (b), No specific period of Debarment shall be applicable. iv. <ul style="list-style-type: none"> a. Supplier works are under strike/ lockout for a period of more than three months. b. Contractor has resorted to wanton stalling of work, strikes, picketing etc. during currency of

1.2.2	<p>Debarment within the unit for all item(s)/ material category(ies)/ type of work(s) shall be imposed for One year in the following cases, if</p> <ul style="list-style-type: none"> i. Supplier tampers with tendering procedure affecting ordering process. ii. Supplier has misused BHEL documents/ drawings/ technical information or has breached the confidentiality agreement with BHEL. iii. after placement of order, Supplier fails to execute the contract. iv. within warranty period as per contract, Supplier continues to supply low/ less/ non-performing equipment/ services, repetitive failures, remains non-responsive. v. Wherever any part or full scope of supply/ work/ service has been awarded at the Risk and Cost of the defaulting vendor and the unexecuted value of scope for which the Risk and Cost action taken is more than 5% of the contract value. vi. After price bid opening but before placement of order, Supplier withdraws his offer or varies it in any manner within the validity period. vii. In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules or other statutory requirements.
1.2.3	<p>Debarment across BHEL shall be imposed for two years in following cases, if</p> <ul style="list-style-type: none"> i. Supplier has made false declaration and/ or provided false information and/ or forged documents or has forged BHEL documents, certificates etc. for securing business, meeting PQR or for enlistment in BHEL or with other customers. ii. Supplier is found to be involved in cartel formation or in any other act so as to influence the bidding process or influence the price of the tender. iii. The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage, coercion, etc. iv. The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings. v. Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means. vi. The foreign Principals along with the representing Agent shall be debarred together if information submitted jointly by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect, at any stage. vii. Supplier has, damaged, failed to return free issue materials/tools etc. of BHEL, for which recovery could not be affected against such materials, or substituted free issue materials/ tools etc. of BHEL. viii. Supplier has been declared insolvent or is under dissolution/ insolvency proceedings so as to affect the execution of work. ix. The Supplier has tarnished/ maligned the image of BHEL or unfairly acted in a manner prejudicial to the commercial interest of BHEL or breached the confidentiality of the vital information with an intent to prejudice the interest of BHEL.
1.2.4	A Supplier can also be debarred with the approval of Director (E, R&D) provided a direction to this effect has been received from the administrative ministry of the Government.

Note: Above shall be applicable along with Guidelines for “Suspension of Business dealings with Suppliers/ Contractors” available in BHEL website <http://www.bhel.com>. These shall form part of tender documents.

ANNEXURE-B

Certificate by Chartered Accountant on letter head

This is to Certify that M/S ,
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II)/ Udyam Registration Certificate No.
..... dtd:
Category:(Micro/Small/Medium)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs
3. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. **For Enterprises** (Udyam registered under Udyam Registration Portal): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of
Rs..... Lacs for Micro / Small/ Medium (*Strike off which is not applicable*)
Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (*strike off which is not applicable*), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 & S.O. 2347 (E), dated 16.06.2021 published in the gazette notification dated 26.06.2020 & 16.06.2021 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No: PSER:PUR:MED:130(XVI):022:(ENQ:24:PP:0015:PUR:16)
Date 18/06/2024,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

DECLARATION

Date: -----

Job: SUPPLY/DISPENSATION OF MEDICINES TO BHEL MEDICAL BENEFICIARIES FOR 02 (TWO) YEARS AT BHEL: PSER'S KOLKATA OFFICE.**E-Tender No.: PSER:PUR:MED:130(XVI):022:(ENQ:24:PP:0015:PUR:16) Date 18/06/2024.**To: -----
Address: BHEL, -----

Email: -----

Sub: **Details of related firms and their area of activities**

Dear Sir/Madam,

Please find below details of firms owned by our family members that are doing business/registered for same item with BHEL, -----(NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(-----)

From: M/s-----
Supplier Code: -----
Address: -----

FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No: PSER:PUR:MED:130(XVI):022:(ENQ:24:PP:0015:PUR:16)
Date 18/06/2024,

2) All other pertinent issues till date

Sl no	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	SUPPLIER CONFIRMATION
01	<p>Our requirement is for BHEL PSER-HQ KOLKATA. Techno-commercial & Pre-Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder(s), who have qualified in Techno-commercial & Pre-Q bids.</p> <p>Tenders will be received up to 14.00 Hours on the said due date.</p> <p>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection.</p> <p>Price should be submitted as per tender format only & uploaded in the price section.</p> <p>Note: In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender. In the tender, either one agent on behalf of the principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for same item/product.</p>	
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened".	
03	<p>BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.</p> <p>In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>	
04	The equipment offered shall be strictly conforming to the specification and for complete unit.	
05	No offer for individual accessories or part machinery will be accepted.	
06	<p>TERMS OF PAYMENT: AS PER PART-C of tender. No advance shall be paid. Payment shall be paid in INR only. Payment shall be through RTGS. Successful bidder shall have to submit the requisite details in RTGS format.</p>	
07	GUARANTEE/WARRANTY/EXPIRY OF MEDICINES: As specified in PART – C OF TENDER.	
08	<p>DELIVERY: As specified in PART – C OF TENDER. <u>Offer with delivery period beyond as mentioned in Part-C shall be liable for rejection.</u> However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period & percentage of loading shall be as per clause no.10 of GCC (LD clause).</p>	
09	<p>DISCOUNTS: Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In-spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.</p>	
10	<p>LIQUIDATED DAMAGE (LD) / PENALTY: As per Part-C of Tender.</p>	
11	<p>SECURITY DEPOSIT (SD): PERFORMANCE BANK GUARANTEE (PBG):</p>	N.A
12	The sealed tenders super scribbling tender number and due date should be addressed to Dy. Manager/Purchase or SDGM & HOS/Purchase, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.	N.A

13	<u>INSPECTION:</u> Details shall be as per PART-C of tender.	
14	<u>CONSIGNEE DETAILS:-</u> AS PER PART-C of tender. All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.	
15	The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.	
16	Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.	
17	The quotation should be valid at least for a period of 90 days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained	
18	<u>FORCE MAJURE:</u> The vendor shall be subject to force majeure clause defined as under: This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war. The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.	
19	<u>ARBITRATION & CONCILIATION:</u>	
19.1	<u>ARBITRATION:</u> Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 18.2 herein below or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Power Sector Region issuing the Contract within 60 days of receipt of the complete Notice. The language of arbitration shall be English. The Arbitrator shall pass a reasoned award.	
19.1.2	Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Kolkata (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision 18.1.1 regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.	
19.1.3	In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and	

	<p>Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.</p>	
19.1.4	<p>The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.</p> <p>Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.</p>	
19.2	<p>CONCILIATION: If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <ol style="list-style-type: none"> 1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators. 2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators. <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure 2.3 to this GCC (as available in www.bhel.com). The Procedure 2.3 together with its Formats (as available in www.bhel.com) will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.</p> <p>The Contractor hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure 2.3 (as available in www.bhel.com) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure 2.3 (as available in www.bhel.com) with effect from the date as intimated by BHEL to it.</p>	
19.3	<p>NO INTEREST PAYABLE TO CONTRACTOR: Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the Security Deposit, EMD, Retention Money, RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.</p>	
20	<p>JURISDICTION: All disputes or differences arising out of or in connection with the Purchase Order shall be subject to the exclusive jurisdiction of Courts (pecuniary or territorial) viz Commercial Court Rajarhat/ District Court Barasat (24 PGN North) as the case may be and Calcutta High Court at Kolkata.</p>	
21	<p>LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS</p>	
i.	<p>Bank Guarantee: Non submission of 5% BG (if applicable) will attract 5% loading on the offers (N.A.).</p>	
ii.	<p>Penalty Clause: Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.</p>	

iii.	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However, BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.	
22	Note: The offers not complying the above Terms & Conditions shall be liable for rejection.	

Note:

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favor of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
03. **Bidder should write “accepted” in the column “Supplier Confirmation” for each clause. if the conditions are agreeable or else should write the deviations sought in “Bidder’s Deviation (if any)” column. Offers with deviation are liable for rejection.**
04. If any clause left blank, shall be presumed that the clause is accepted by the bidder.

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART-C

TECHNICAL SPECIFICATIONS AND SPECIAL CONDITIONS OF CONTRACT (SCC)

1. The Vendor will supply allopathic medicines i.e. (Tablets, Capsules, Ointments, Injections, Syrups etc.) in such quantities & specifications as required, to BHEL Medical Beneficiaries as per the prescription slip issued by our Medical Superintendent / AMA / PTMO of BHEL.
2. a) Bidder to quote Maximum Percentage (%) Discount on M.R.P/Printed Price** (inclusive of all taxes & duties) only. ** Price means: M.R.P (Maximum Retail Price), which is printed & inclusive of all taxes & duties.
b) Bidder's quoted percentage (%) discount shall be uniformly applicable for all the medicines during the entire contract period.
c) For evaluation of online price bid as well as during reverse auction purposes, the offered price after discount in terms of percentage of M.R.P shall be considered.
d) Awarding shall be done on the bidder's corresponding maximum percentage (%) discount on M.R.P/Printed price.
e) Approximate Tentative volume of the job is Rs.120.00 Lakh for 02 Years.
3. **DELIVERY PERIOD:** The Vendor will be responsible for collection of Doctor's prescription slip and coordination/ arrangement of medicines and handing over the same to BHEL medical beneficiaries within one and half hour.
4. In order to facilitate the speedy delivery of medicines, vendor will deploy a person having experience in medicine store for delivery/dispensing medicines in working days from 09-00 Hrs. to 17-30 Hrs. in BHEL premises at Salt Lake City. Salary/Wages//Remuneration of such person will be paid by empaneled agency / drugs store. BHEL will not be responsible for employment or non-employment or payment or non-payment of salary / wages / remuneration to the persons deployed by empaneled agency / Drugs store.
5. Whenever the quantity / size of a bottled liquid drug is not specified in the prescription, in all such cases a pack of smallest size brand should only be supplied, Medicines prescribed should be supplied without any substitute.
6. The Vendor will have to maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to BHEL Medical beneficiaries.
7. **TERMINATION / FORECLOSURE OF CONTRACT:** Notice period for termination / foreclosure of the contract shall be minimum one month from either side.
8. **PAYMENT TERMS:**
 - 8.1 The vendor will indicate the following in their GST invoice:
 - (i) Invoice with No.
 - (ii) Invoice Date
 - (iii) Patient Name
 - (iv) Staff No. of Employee
 - (v) Medicines name along with Batch No. & Expiry Date.
 - 8.2 The vendor should submit the invoice in duplicate to BHEL / PSER office once in a month.
 - 8.3 Payment will be made after necessary checking within 30 days from the date of complete bill submission.
 - 8.4 Applicable GST portion shall be released subject to fulfilment of the following:
 - i) Vendor declaring GST Invoice in his IFF/GSTR-1 and the same is available to BHEL in FORM GSTR-2B electronically through the common portal.
 - ii) Receipt of Goods / services and Tax Invoice by BHEL.
 - iii) Confirmation of payment of GST thereon by vendor on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.Above is subject to receipt of goods as per scope and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.
Any Interest if levied thereon for reasons elaborated in tax & duties clause of the tender and attributable to the bidder, will be recovered from the Final Payment / Retention amount.
- 8.5 Paying Authority: Head/Finance, BHEL-PSER, Kolkata.

8.6 No Advance shall be paid.

9. PENALTY:

9.1 In case failure to deploy a person as per above mentioned Sl. No. 4 above and requisition for medicines has been raised through email and fail to supply medicines within stipulated time-frame, an amount Rs.800/- per incident will deducted from the bill payable.

9.2 In case failure or refusal to supply the medicines, the contract is liable to be cancelled and the contract will be dealt under 'Breach of Contract, Remedies and Termination'.

10. CONTRACT PERIOD: 02 (Two) years from the date of placement of order.

11. If any dispute arises in connection with the genuineness of the supplied medicines, the vendor shall be bound to produce necessary documents to BHEL authorities in support of the said genuineness of the medicines.

12. The Vendor is to review the pattern of Doctor's prescription every month so as to have an idea for maintenance of sufficient stock of medicines to meet the requirement of BHEL medical beneficiaries.

13. The Vendor should follow the instruction of BHEL authorized representative(s) for supply of medicines to BHEL dispensary located at BHEL: Bhavan for the benefit of BHEL Medical Beneficiaries.

14. **SCOPE OF VENDOR FOR SUPPLY OF MEDICINES:** Supply of medicines pertaining to the patients undergoing cancer and chemotherapy, kidney transplant, prostate & renal, neurological, pediatrics, ophthalmology etc.

15. CONSIGNEE:

MEDICAL STORE IN CHARGE, PSER, BHEL BHAWAN, DJ-9/1,
SECTOR-2, SALT LAKE CITY, KOLKATA-700091.

16. Splitting of contract is not applicable.

TAXES AND DUTIES:

TAXES, DUTIES ETC	
1	All taxes excluding GST & BOCW Cess (as specified elsewhere in the tender) but including, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
3	Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
7.1	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
7.2	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
7.2.1	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
7.2.2	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
7.2.3	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.

7.3	In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: - "I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill."
7.4	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
7.5	You shall comply with all statutory amendment/notifications in this respect.
8	Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following. BHEL GSTN – 19AAACB4146P1ZC NAME – BHARAT HEAVY ELECTRICALS LIMITED ADDRESS – BHEL Bhavan, DJ-9/1, Sector - II, Saltlake, Kolkata - 700091.
9	Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address. and Email address – Shall be intimated later. Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.
10	In case of delay in submission of above mentioned documents on the date of despatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
11	In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
12	Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.
13	Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leivable on BHEL, as the case may be.
14	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same shall be available to BHEL in FORM GSTR-2A/2B electronically through the common portal. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leivable on BHEL.
15	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
16	Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
17	Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.

PRICE SCHEDULE (UNPRICED)

PLEASE REFER

E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>

PART-E

PRICE SCHEDULE

**PLEASE REFER
E-PROCUREMENT PORTAL <https://eprocurebhel.co.in>**

FORMS AND PROCEDURES

F-01

RTGS FORMAT

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER WITH
OFFICE SEAL

Note : Incorrect information will create accounting complications and payment will be delayed.

F-02

VENDOR DETAILS

- 1. Name & address of the vendor/company:**

- 2. PAN No. of the vendor/company (scan copy of PAN Card):**

- 3. Contact Person for the vendor/company:**

- 4. Mobile number & E-mail of the contact person:**

- 5. VAT / TIN:**

- 5. CST:**

SIGNATURE OF THE BIDDER WITH DATE & SEAL

F-03**FORMAT FOR DETAILS OF BIDDER**

NAME OF BIDDER	
ADDRESS OF BIDDER	
Company Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/ UAN as per Udyog Aadhaar Memorandum/ Udyam Registration No. / Ancillary unit/project affected person of this company/SSI/ other} Relevant documents to be submitted as applicable.	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
FAX NO.	
Mobile*	

FORM-4 (FORMAT FOR LOCAL CONTENT)

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH
JUNE, 2020 AND SUBSEQUENT ORDER(S)**

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref.: 1) NIT/Tender Specification No: PSER:PUR:MED:130(XVI):022:(ENQ:24:PP:0015:PUR:16) Date 18/06/2024,

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... (Specify the name of the organization here) has a local content of _____ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____
3. _____ 4. _____

...

...

...

Thanking you,
Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

*** - Strike out whichever is not applicable.*

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

FORM – 5

(DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
(To be submitted in the bidder's letter head)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref: 1) NIT/Tender Specification No: PSER:PUR:MED:130(XVI):022:(ENQ:24:PP:0015:PUR:16) Date 18/06/2024f,

2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that _____ (*specify the name of the organization here*), is not from such a country / has been registered with the Competent Authority (*attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)*); (*attach relevant valid registration, if applicable*)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.