

**BHARAT HEAVY ELECTRICALS LIMITED**CORPORATE RESEARCH & DEVELOPMENT DIVISION
VIKASNAGAR, HYDERABAD - 500 093, INDIA

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RD:DP:MPX:F-04

ENQUIRY

Ref: 052450391

Date 04-07-2024

To

OFFICE COPY

Enquiry for Supply of rate contract medicines (NRC 2)not covered under central rate contract

Enquiry No:052450391 Enquiry Date : 04-07-2024 Due Date: 15-07-2024 Indicative Delivery Date : 31-08-2024

Sl.No	Item Description	Unit	Qty
1	Supply of rate contract medicines (NRC 2) not covered under central rate contract.	YEAR	2

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Sl.No Vendor Name and code

1Archana Lanjewar
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PRE QUALIFYING CRITERIA(PQC)

Volume - 1
Enquiry No
052450391

Supply of rate contract medicines (NRC 2)not covered under central rate contract

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	PQC 1	Average annual turnover for the last 3 consecutive financial years should not be less than 1 (one) Crore.	
2	PQC 2	Experience of executing at least one order for supplying medicines to government organizations/PSUs/ Major government hospitals/ Corporate hospitals/ major private hospitals within last three years from the date of inquiry is required. Proof of the order execution shall be submitted at the time of tender.	
3	PQC 3	Drug license has to be submitted by the agency as a proof of business experience along with NIT/Inquiry. Submitted drug licence should be from the Authorized license authority at the time of tender.	
4	PQC 4	The license should be valid throughout the period of the contract. The Retail Pharmacy or Pharmacy chains should undertake to renew the license, if the validity expires during the tenure of the contract at his own risk and cost.	
	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.	

Signature of the bidder with Seal & Date



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1
Enquiry No
052450391

Supply of rate contract medicines (NRC 2) not covered under central rate contract

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	<p>The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.</p> <p>25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.</p> <p>The definition of MSEs owned by women Entrepreneurs is clarified as under:</p> <ol style="list-style-type: none">In case of proprietary MSE, Proprietor shall be womanIn case of partnership MSE, the women partners shall be holding at least 51% share in the unit.In case of private limited companies, at least 51% shall be held by Women Promoters. <p>(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)</p> <p>In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (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 part bid).</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.</p> <p>No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening.</p> <p>Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "</p> <p>Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same.</p> <p>The sub-categories:</p>

		<p>(a) Enterprises owned by Scheduled Castes. (b) Enterprises owned by Scheduled Tribes. (c) Enterprises owned by other than above two categories</p> <p>The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)</p> <p>If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.</p>
2	Offer submission (E-procurement)	<p>a. This tender is hosted in E-procurement portal (EPS) and offer to be submitted through EPS portal only. Bidders are requested to submit 2 parts bid offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only.</p> <p>b. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.</p> <p>c. Offer is to be submitted in Two-part bids system (Technical bid + Price bid) in the e-procurement portal only.</p> <p>d. Scanned copy of the filled Annexures, Tender documents etc., shall be uploaded in the EPS portal.</p> <p>e. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites: https://eprocurebhel.co.in https://www.bhel.com/tender</p> <p>f. Authorization for participation in EPS portal through DSC: e-tender. participation requirements: vendor shall register their Digital signature certificate (DSC) (Class 3-SHA2-2048 BIT signing and encryption). Suppliers are advised to go through the FAQ available in the web portal. DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on vendor and is valid legally.</p>
3	Details required with offer	<p>Following documents to be submitted by Bidders along with offer:</p> <p>a. PAN Number b. GSTIN Registration Status c. Name of the Contact Person d. Contact Phone / Mobile e. Email id for correspondence f. Address with PIN code and State</p>
4	GST Clause	<p>1) Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulter's end.</p> <p>2) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other</p>

		<p>reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.</p> <p>3) In case vendor delays declaring such invoice in his 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 vendor/contractor along with interest levied/leviable on BHEL.</p> <p>4) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.</p> <p>5) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.</p> <p>6) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG</p> <p>7) Supplier shall mention their GSTN registration number in all their invoices 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), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.</p> <p>8) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.</p> <p>9) Wherever E-invoice is applicable, the tax invoice/CN/DN submitted by the vendor must contain the QR code generated in E-invoice portal & IRN</p> <p>10) Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.</p>
5	Cartelization clause	<p>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.</p>
6	Force Majeure clause	<p>If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered</p>

		reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries
7	Restrictions under rule 144 (xi) of the GFR	Submit the Annexure (provided along with enquiry documents) in your company letter head
8	Conflict of Interest among Bidders/ Agents	<p>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:</p> <p>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 authorise 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 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.</p>
9	BREACH OF CONTRACT, REMEDIES AND TERMINATION	<p>In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.</p> <p>In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners: (i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract. (ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL R & D or any other units of BHEL.</p>

		<p>(iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.</p> <p>(iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.</p> <p>This is without prejudice to any other action as may be deemed fit by BHEL. BHEL reserve right to recover damages on account of levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc as per provisions of the contract.</p>
10	LAWS GOVERNING THE CONTRACT	The Order/Contract shall be exacted and governed by the laws of India and the Court at Hyderabad alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
11	CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION CLAUSE	<p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms 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 or the Memorandum of Understanding, penalty deduction, time extension), 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 to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <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 in BHEL Conciliation scheme.</p>
12	ARBITRATION (WITH SOLE ARBITRATOR)	<p>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, penalty deduction, validity or execution of the Contract; time extension, 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. Sole arbitrator to be appointed by Head of Unit-BHEL R & D.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>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 at Hyderabad.</p> <p>The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and/or</p>

		references 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 except where the Contract has been terminated by either Party in terms of this Contract
13	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
14	Discrepancy in words and figures	<p>(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.</p> <p>(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.</p>
15	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
16	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
17	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry. The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
18	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
19	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.

20	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com . Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
21	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
22	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
23	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 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.
24	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date

**COMMERCIAL TERMS & CONDITIONS (CTC)**Volume - 1
Enquiry No
052450391

Supply of rate contract medicines (NRC 2)not covered under central rate contract

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Validity of Offer	90 days from date of techno-commercial bid opening.	
2	Rate Contract	In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A copy of Rate contract signed by the supplier should be sent with the quotation.	
3	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)	

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions**Signature of the bidder with Seal & Date**



OTHER TERMS & CONDITIONS

Volume - 1
Enquiry No
052450391

Supply of rate contract medicines (NRC 2)not covered under central rate contract

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE REMARKS /
1	Reverse Auction	BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their price bid along with applicable loading, if any, shall be considered for ranking.	
2	Integrity Pact	(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 over see implementation of IP in BHEL. Sl. IEM Email 1. Shri Otem Dai, IAS(Retd.) iem1@bhel.in 2. Shri Bishwamitra Pandey, IRAS (Retd.) iem2@bhel.in 3. Shri Mukesh Mitt al, IRS (Retd.) iem3@bhel.in (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 IEM(phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below: Details of contact person(s): (1)	

		Name: Archana Lanjewar, Dept: Purchase Address: BHEL Corp R&D, Phone:04023882504,Email:archanal@bhel.in (2)Name: P Sasidhar Dept: Purchase, Address: BHEL Corporate R&D, Phone:04023882104,Email:sasi@bhel.in	
3	Destination	Destination shall be BHEL R&D, Vikasnagar,Hyderabad-500042.	
4	Payment Term	100% Basic value will be made by EFT/RTGS (with bank charges if any to supplier's account) on computer generated monthly consolidated GST complied bills within 30 days after receipt and acceptance of medicines duly certified by Medical In charge. GST will be reimbursed only after submission of proof of payment of GST to Government of India. For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors" sheet which is enclosed to this enquiry.	
5	Taxes and Duties	Vendor shall inform the applicable taxes and duties.	
6	Delivery Schedule	Medicines shall be supplied within 7 working days from the date of intimation/delivery order by BHEL Dispensary. The first requirement intimation/delivery order will be issued for the supply of two months of medicines. Subsequent requirement intimation/delivery order will be on monthly basis as per the requirement.	
7	Firm Discount	The discount provided on MRP shall be firm for entire period of contract.	
8	Price Basis	All suppliers shall quote the lowest prices on 'free delivery at BHEL R&D Stores or F.O.R destinati on' basis only.	
9	Late Delivery Clause	Required Medicines shall be supplied within delivery schedule from the date of intimation/delivery order by BHEL. Failure to supply the goods and/or Failure to carry out the services within the stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services shall be recovered. In case of non-acceptance to this LD Clause, 10% of basic material cost will be loaded on the quoted prices while cost comparison. (Please refer the enclosed 'Loading Factors' sheet).	
10	Short Closure of Contract	The Contract shall be for a period of Two Years. BHEL, Corp. R&D Management	

		deserves the right to short close the medicine contract with 3 months' notice in writing.	
11	GSTIN BHEL	of GSTIN No.36AAACB4146P1ZG	
12	Certificate no deviation	for Vendor should provide Certificate for no deviation with technical bid as per the format provided as Annexure – III. Please note that, Annexure-III is provided with enquiry document.	
13	Note	Supplier shall provide compliance on item specification (Annexure A) and list of medicines (Annexure-1).	

Signature of the bidder with Seal & Date



ITEM SPECIFICATIONS

Volume - 2
Enquiry NO
052450391

Supply of rate contract medicines (NRC 2) not covered under central rate contract

SL.No.	Item			
1	Supply of rate contract medicines (NRC 2) not covered under central rate contract.			
	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
		AS PER ANNEXURE-A	AS PER ANNEXURE-A	

* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @(SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND (90 -X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH				
B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ ((SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT ON	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER				

				RECEIPT AND ACCEPTANCE OF MATERIAL	OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARNTTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

B. FOR FOREIGN PURCHASES (IMPORTED)

SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR DELIVERY PERIOD(Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFER/LC WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON RESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH				

C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)

SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
C	LD CLAUSE	IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (AGREED IF NOT AGREED	NIL LOADING @ 10% OF THE BASIC MATERIAL COST

		HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	IF AGREED FOR X%	LOADING @ (10-X)% OF THE BASIC MATERIAL COST
D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)				
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
D	GUARANTEE/WARRANTY PERIOD	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X)	AGREED	NIL
		MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)	NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)



Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort 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. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
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.
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 the Compliance form (annexure IV) 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” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) 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 VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL standard practice.
12. 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.
13. 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, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS

(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)	
------------------------------------	--

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		

5	PAN Number	
6	TIN/ VAT No.	
7	CST No.	
8	Service Tax No.	
9	Name of Contact Person	
10	Mobile number	
11	Ph. no. with STD Code	
12	Fax No. with STD Code	
13	Email ID	
14	Website (URL)	

BANK DETAILS FOR EFT / RTGS

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :

Company

Seal

Authorised Signatory

Designation :



Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

RD:MPX:F-13

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:

Fax No.:

Email: 1. _____ 2. _____

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN): _____

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS(relevant copies to be enclosed)

5.1 IT Permanent Account No.(PAN):

5.2 State Sales Tax/VAT Registration No:

5.3 Central Sales Tax Registration No:

5.4 ED Registration No:

5.5 Service Tax Registration No:

5.6 PF Account No:

5.7 Labour Licence No:

5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST :

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION :

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.

3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.

ANNEXURE- A

TECHNICAL SPECIFICATION

1. SCOPE OF CONTRACT

- i) The contractor will supply Allopathic medicines (tablets, capsules, ointments, gels, injections, syrups, intravenous fluids, medical items and other medical disposables) in such quantities and specifications as per the purchase order issued by BHEL R&D on credit basis.
- ii) The bidder to quote the price bid in terms of Discount (in percentage) on Maximum Retail Price (MRP). The indicated annual sale's volume shall be Rs. 165 Lakhs, excluding taxes. All medicines to be supplied at the flat rate of discount on the printed price (MRP) of each and every medicine including list of medicines under DPCO (Drugs Prices Control Order). The bids will be evaluated on the basis of quoted flat rate of discount in percentage on MRP.
- iii) The contractor has to indicate MRP, Batch number, Expiry date and Name of the manufacturer in the invoice/bill.
- iv) Medicines ordered should be supplied without any substitute. In case of change of Brand/Expiry status, BHEL authority's approval must be obtained.
- v) BHEL reserves the right to negotiate or refloat the tender opened, if max % of discount on MRP is not the best acceptable.
- vi) The performance of the vendor will be under periodical review and contract may be terminated at any time, if performance is found not satisfactory.
- vii) In case of any ambiguity in the supplier's quote, terms beneficial to BHEL shall be considered.
- viii) In case of any dispute arises out of this contract, the decision of Medical Superintendent BHEL R&D shall be final and binding on all the parties.

2. PERIOD OF CONTRACT:

The contract shall be for a period of TWO Years from *the date of issue of purchase order/agreement*, unless cancelled by BHEL R & D before the expiry of the period at its discretion. However, the contract may be extended beyond two years, if so agreed to, by both the parties on the same terms and conditions.

BHEL reserves the right to cancel the rate contract at any time by giving one-month notice, at its discretion without assigning any reason.

The contract shall be deemed completed if the contract value is consumed before expiry of period of contract/completion of period of contract

3. LIABILITY OF THE CONTRACTOR:

i) Supply of medicines: The vendor is liable to supply BRAND SPECIFIC Medicines against the Purchase order issued by BHEL R&D.

ii) The first intimation/delivery order will be issued from Bhel dispensary for supply of two months of medicines. Subsequent intimation/delivery orders from Bhel dispensary will be on monthly basis as per the requirement. Medicines shall be supplied within 7 working days from the date of issue of intimation/delivery order.

iii) Packing Supplies: Medicines are required to be supplied in original packing of the manufacturer.

iv) Quality and quantity of Medicines and repercussions on its non-maintenance; in case it is found that any particular medicine supplied is substandard and spurious or beyond the expiry period, contractor is liable to be blacklisted for a period of 5 years besides any other appropriate legal actions as admissible under the law.

v) Shelf Life Period: The life of medicines to be supplied, at the time of supply, should not be less than twelve (12) months before end of expiry period.

The contractor shall furnish a declaration that the medicines supplied is the best quality and in accordance with the specifications and if the medicines are found that they are not as per the descriptions, the same can be rejected. In case of rejections, such medicines, it may be replaced forthwith failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the conditions of warranty.


4. ESTIMATED SALE:


From the past experience of our requirement the total turn-over of supply and billing of medicines, the indicated annual sales volume shall be Rs.165 Lakhs excluding taxes. However, BHEL R&D will not confirm any obligation of meeting such targets. The target of sale may vary depending upon the requirement.

Oncology medicines are not indented.

5. PRODUCTION OF BILLS:

The contractor shall present computer generated monthly consolidated GST complied bills at the time of delivery of medicines. The bill shall show in detail the supply made along with the details of the medicines.


29.06.24
डॉ. देबेंद्र कुमार भुयां
Dr. DEBENDRA KUMAR BHUYAN
उप महाप्रबंधक (चिकित्सा)
Dy. General Manager (Medical)


29.6.24
डॉ. आर राजा कुमार एम.डी.
Dr. R. RAJA KUMAR M.D.
Medical Superintendent / चिकित्सा अधीक्षक
बी.एच.ई.एल.को.अनु.एवं.वि.हैदराबाद - 42, BHEL- R&D, HYD-42.
Reg No.19482

ANNEXURE-1

List of NRC (2) Medicines for FY 2024-26						
SL.No	Brand Name	GENERIC NAME AS PER NIT	FORM OF DRUG	UOM	R&D HYD Indent Qty 24-26 (for 2YRS)	Material code
1	Atocor 10	ATORVASTATIN 10MG TAB	TAB	PER TAB	350000	020512TAB01DR051
2	Augmentin 625 Duo	AMOXYCILLIN 500MG + CLAVULANIC ACID 125MG TAB (625MG)	TAB	PER TAB	6000	060123TAB01GL101
3	Autrin XT	IRON(Elemental Iron 98.6 mg) +VITAMIN COMBINATION TAB/CAP	TAB	PER TAB	400000	070201TAB01PF101
4	Azax 500	AZITHROMYCIN 500MG TAB	TAB	PER TAB	10000	060167TAB01CI051
5	Bemdac 180mg	Bempedoic acid (180mg)	TAB	PER TAB	1000	140220TAB01CA171
6	Benadon 40mg	Pyridoxine - 40 mg.	TAB	PER TAB	1000	070308TAB01AB051
7	BECOZYM C FORTE TABLETS	Thiamine Monotrate 10.0mg+Nicotinamide 50.0mg+Calcium Pantothenate 16.3mg+Ascorbic Acid 150.0mg+Riboflavin 10.0mg+Pyridoxine Hydrochloride 3.0mg+Cyanocobalamin 10.0mg+Biotin 0.15mg	TAB	PER TAB	200000	070402TAB01AB053
8	Betaone XL 25	METOPROLOL EXTENDED RELEASE TAB 25MG	TAB	PER TAB	260000	020114TAB05DR051
9	Calpol 120 Suspension	PARACETAMOL SUSPENSION 125MG/5ML--60ML	SYP	PER SYP	1200	030411SYP02GL101
10	Calpol 500 Plus	PARACETAMOL 500MG TAB	TAB	PER TAB	20000	030411TAB01GL102
11	Cardace 2.5	RAMPRIL 2.5MG TAB	TAB	PER TAB	36000	020122TAB01AV051
12	Ceftum 500mg	CEFUROXIME 500MG TAB	TAB	PER TAB	2000	060129TAB02GL101
13	Cifran 500	CIPROFLOXACIN 500MG	TAB	PER TAB	15000	060105TAB01RA101
14	Cipcal 500	ALPHACALCIDOL 0.25MCG + CALCIUM CARBONATE 250MG OR MORE TABLETS	TAB	PER TAB	100000	070311TAB01CI053
15	Combiflam	IBUPROFEN+PARACETAMOL 400MG+325MG TAB	TAB	PER TAB	10000	150109TAB01AV051
16	Crocic 650	PARACETAMOL 650MG TAB	TAB	PER TAB	40000	030411TAB02GS001
17	Daflon 500 mg	MICRONIZED FLAVONOIDS 500MG TAB	TAB	PER TAB	30000	010805TAB01SE101
18	Deriphyllin Retard 150	THEOPHYLLINE 35 MG+ ETOPHYLLINE 115MG TAB	TAB	PER TAB	60000	080307TAB05ZY001
19	Dilzem SR 90	DILTIAZEM 90MG TABLETS	TAB	PER TAB	20000	020604TAB02TO051
20	Doxt SL Cap	DOXYCYCLINE 100MG TAB	TAB	PER TAB	15000	060161TAB01DR051

ANNEXURE-1

SL.No	Brand Name	GENERIC NAME AS PER NIT	FORM OF DRUG	UOM	R&D HYD Indent Qty 24-26 (for 2YRS)	Material code
21	Duphalac Oral Solution 100 ml	LACTULOSE LIQUID 100ML	SYP	PER SYP	2000	010503SYP03AB051
22	Ecosprin 150	ACETYL SALICYLIC ACID -150MG TAB	TAB	PER TAB	120000	030408TAB02US051
23	Forcan 150	FLUCONAZOLE 150MG TAB	TAB	PER TAB	1000	060801TAB01CI051
24	Giftan 25	LOSARTAN POTASIMUM 25MG TAB	TAB	PER TAB	20000	020126TAB01SY201
25	Giftan 50	LOSARTAN POTASIMUM 50MG TAB	TAB	PER TAB	30000	020126TAB02SY201
26	Glyciphage SR 500 10	METFORMIN 500MG TAB	TAB	PER TAB	600000	040718TAB02FR051
27	HUMALOG MIX 25	INSULIN LISPRO BIPHASIC 25/75-100 IU/ML-3ML CARTRIDGES WITH NEEDLES.	CART	PER CART	4000	040712INJ08EL103
28	Glimimore 1mg	GLIMIPRIDE 1MG TAB	TAB	PER TAB	300000	040702TAB01MO151
29	Glimimore 2mg	GLIMIPRIDE 2MG TAB	TAB	PER TAB	400000	040702TAB02MO152
30	Levocetrisen 5mg	Levocetirizine (5mg)	TAB	PER TAB	300000	110115TAB01BE171
31	Levoflox 750	Levofloxacin (750mg)	TAB	PER TAB	1000	060108TAB03CI051
32	Limcee Orange Flavour	VITAMIN C 500 MG	TAB	PER TAB	40000	070305TAB02AB011
33	Lipikind 20	ATORVASTATIN 20 MG TAB	TAB	PER TAB	100000	020512TAB02MA611
34	Lobet 100mg	Labetalol 100mg	TAB	PER TAB	2000	020112TAB02SA202
35	Mazetol 200	CARBAMAZEPINE 200MG TAB	TAB	PER TAB	10000	030307TAB01AB051
36	MECONERV PLUS CAPS	METHYCOBALMIN 500 MCG+ ALPHA LICOIC ACID 100 MG +FOLIC ACID 1.5 MG +VITAMIN B6 3 MG + THIAMIN 10 MG	TAB	PER TAB	120000	070316TAB03MI121
37	NOCOLD	PARACETAMOL-500MG +PHENYLEPHRINE-5MG+CAFFEINE-30MG+DIPHENHYDRAMINE-25MG TAB	TAB	PER TAB	200000	080117TAB03CI051
38	NOVORAPID PENFILL	HUMAN INSULIN ANALOGUE- ASPART 100IU/ML-3ML CARTRIDGE	CART	PER CART	10000	040731INJ01NO201
39	Omez 20	OMEPRAZOLE 20MG CAP	TAB	PER TAB	240000	010206TAB01DR051
40	Oscicare plus 10	DIACEREIN 50MG +GLUCOSAMINE 750MG TABLETS	TAB	PER TAB	100000	150123TAB02SY201
41	Pentasa 2gm	Mesalazine	SACH	PER SACH	2000	010212PWD02FE051

ANNEXURE-1

SL.No	Brand Name	GENERIC NAME AS PER NIT	FORM OF DRUG	UOM	R&D HYD Indent Qty 24 (for 2YRS)	Material code
42	PTH 30 mg	Cinacalcet 30mg	TAB	PER TAB	1000	180104TAB01
43	PULMOSMART	Formoterol (20mcg) + Budesonide (0.5mg)	RESPULE	PER RESPULE	3000	080504MIS01AL201
44	R Cinex 600	Rifampicin (600mg) + Isoniazid (300mg)	TAB	PER TAB	1000	060516TAB01LU151
45	ZEROTUSS XP	Ambroxol (30mg/5ml) + Levosalbutamol (1mg/5ml) + Guaifenesin (50mg/5ml)	SYP	PER SYP	500	080120SYP01AR101
46	Soliten 5mg Tablet	Solifenacin (5mg)	TAB	PER TAB	3000	050105TAB01SU051
47	Sotalar 40	Sotalol (40mg)	TAB	PER TAB	2000	020116TAB01CI051
48	Stamlo 5	AMLODIPINE-5MG TAB	TAB	PER TAB	360000	020131TAB01DR051
49	Syndopa 275	Levodopa (250mg) + Carbidopa (25mg)	TAB	PER TAB	3000	030903TAB02SU051
50	Syndopa Plus	LEVODOPA 100MG +CARBIDOPA 25MG TABLET	TAB	PER TAB	20000	030903TAB04SU051
51	Tabi 50Mg	Bicalutamide (50mg)	TAB	PER TAB	1000	140147TAB01DR051
52	Taxim-O 200	CEFIXIME 200MG TAB	TAB	PER TAB	2000	060130TAB01AL201
53	Ticagot	TICAGRELOR-90MG	TAB	PER TAB	20000	020322TAB01NA051
54	Tofatas Tablet	Tofacitinib (5mg)	TAB	PER TAB	2000	150315TAB01IN501
55	Topnac SR 200	ACECLOFENAC 200MG TAB	TAB	PER TAB	20000	150125TAB02SY201
56	Topnac-P	ACECLOFENAC-100MG+ PARACETAMOL-325MG	TAB	PER TAB	40000	150129TAB01SY201
57	Topp 40	PANTOPRAZOLE 40MG TAB	TAB	PER TAB	200000	010209TAB01SY201
58	Verquvo 2.5mg Tablet	Vericiguat (2.5mg)	TAB	PER TAB	3000	020806TAB01BA151
59	Verquvo 5mg Tablet	Vericiguat (5mg)	TAB	PER TAB	1000	020806TAB02BA151
60	Ziblok 50	ATENOLOL 50MG TAB	TAB	PER TAB	200000	020111TAB01FD051


 डॉ. देबेंद्र कुमार भुयां
 Dr. DEBENDRA KUMAR BHUYAN
 उप महाप्रबंधक (चिकित्सा)
 Dy. General Manager (Medical)


 डॉ. आर राजा कुमार एम.बी.
 Dr R.RAJA KUMAR M.D
 Medical Superintendent / चिकित्सा अधीक्षक
 बी.एच.ई.एल.कॉ.अनु.एच.वि.हैदराबाद - 42 BHCL-R&D HYD-42
 Reg No.19482

ANNEXURE-144

(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

BHEL enquiry ref:	
Our quotation ref:	

We, The Bidder have read and understood the contents of the office Memorandum & the Order (Public Procurement No. 1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (Xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and/or sub-contracting to contractors from such countries.

"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 this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority (strikeout whichever is not applicable). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL).

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized signatory of the bidder)

ANNEXURE III

CERTIFICATE FOR NO DEVIATION

This is with reference to BHEL Tender Enquiry No. _____
for supply of Medicines in the specified formulations and quantities as per **the order of**
BHEL R&D,

I, _____ of M/s _____

_____ hereby certify that there is no deviation from
the Tender conditions either technical or commercial and I am agreeing to all the terms and
conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER

OFFICIAL SEAL

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 _____

_____ (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.

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.

 For & On behalf of the Principal
 (Office Seal)

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

Place _____
 Date _____

Witness: _____
 (Name & Address) _____

Witness: _____
 (Name & Address) _____
