Ref: HPBP: MED: STD:11/Drugs RC2123 **DT:26.04.2021**

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)
(High Pressure Boiler Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA

AN ISO 9001 Company

TENDER DOCUMENT
FOR
FRAMEWORK AGREEMENT
FOR
PROCUREMENT OF MEDICINES FOR BHEL HOSPITAL – TRICHY & RANIPET

Phone : +91 431 2577484/4375	**E-mail** : ababu@bhel.in, susi@bhel.in
Enquiry Date: 26.04.2021	**Due date for submission of quotation:** 06.05.2021

Offer through Enterprise Procurement System (EPS) is invited for the supply of medicines for BHEL Hospital – Trichy & Ranipet.

Offer should be submitted through Enterprise Procurement System (EPS) only. Offers in any other mode will not be accepted. **Please visit our website:** https://eprocurebhel.co.in/ Click on the above web link for registering in BHEL eProcurement portal. Internet explorer with 9th version and above should be used for registration. For any other queries and for getting digital signature certificate, vendor shall contact Mr. Peter Raj (Mob.No.9942069052).	Yours faithfully, For Bharat Heavy Electricals Limited K SUSITHRA Dy. Manager/Stores/Medical, Stores/Main Hospital, Bharat Heavy Electricals Ltd., Tiruchirapalli-620014, Tamilnadu. Ph: 0431- 2574375 Email: susi@bhel.in

Enclosure:

1. Annexure A –Section I to IX are enclosed.
2. Annexure B – List of Items with quantity

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI-620 014
MEDICAL DEPARTMENT

RATE CONTRACT FOR PROCUREMENT OF MEDICINE ITEMS FOR TWO YEARS FOR BHEL TRICHY & RANIPET
NOTICE INVITING TENDER
ANNEXURE – A

Terms and Conditions for Tender Published Through Eps

E-Procurement System:

Offer should be submitted through eProcurement Portal only. Offers in any other mode will not be accepted.

Please visit website: https://eprocurebhel.co.in/

Click on the above web link for registering in BHEL e-procurement portal. Internet explorer with 9th version and above should be used for registration.

After opening the page, click on "online bidder enrolment"

1. After opening "online bidder enrolment", it will navigate to next page as mentioned below. Vendor has to enter all the required details and click the submit button. Login is company's mail id. Preferential check box shall be clicked with "yes" in case MSME vendor.
2. After submitting registration process, verification will be done through registered mobile number and mail id.
3. After entering the verification code received from both the mail id and registered mobile number, vendor has to generate the password.
4. With the above, vendor shall enter login id and password
5. Once registration is over, vendor has to map the digital signature certificate (DSC) in e-procurement portal. It should be class-III certificate (both signing and encryption). For any other queries and for getting digital signature certificate, vendor may contact Mr. Peter Raj (Mob.No.9942069052 / E-mail ID: jpetermca@gmail.com).

Or

Sellers may contact our 24 x 7 Help Desk Number
0120-4001 002
0120-4001 005
0120-6277 787

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI-620 014
MEDICAL DEPARTMENT

RATE CONTRACT FOR PROCUREMENT OF MEDICINE ITEMS FOR TWO YEARS FOR BHEL TRICHY & RANIPET
NOTICE INVITING TENDER
ANNEXURE – A

Offers are invited from reputed Manufacturers of MEDICINES for supply of drugs (Qty mentioned in Annexure B) to BHEL Hospital-Trichy & Ranipet on Framework Agreement basis in **two part bid** system **THROUGH E-ROCUREMENT PORTAL** https://eprocurebhel.co.in **ONLY** in the following formats and TERMS & CONDITIONS as given below:

Sealed cover bids / e-Mails / FAX / Manual offer will NOT be accepted.

Bidder would be required to register on the e-procurement portal and submit their bid online. Bidders already registered with the e-procurement portal may use their existing login credential to login and participate. Bidders are requested to visit https://eprocurebhel.co.in/ & https://www.bhel.com for more details & corrigendum if any for the tender enquiry.

1	Tender Ref. No	**HPBP:MED:STD:11/Drugs RC 2021-23**
2	Name of the Contract	Rate contract for Procurement of Medicine items for Two years for BHEL Hospital- Trichy & Ranipet
3	Period of Contract	24 Months from the date of award of Contract
4	Tender Document Details	**Part I Techno Commercial Bid-Annexure A Pages** 1. Qualifying Criteria Section – I 1 2. Vendor Details Section - II 2 3. Terms and conditions Section – III 8 4. Performance Bank Guarantee Section – IV 2 5. Integrity pact Section – V 5 6. No Deviation format Section - VI 1 7. Auditor's Certification as per Make in India Clause Section – VII 1 8. Technical Bid format Section - VIII 12 9. Purchase order Value **(EXCLUSIVE OF TAX)** **Section IX** Vendor shall enclose Purchase order copies in any of past 3 years with respect to supply for CPSU / Central Government establishments. (Past 3 Financial years. **(2017 – 2018,2018 – 2019 &**

		2019-20) from 01.04.2017 to 31.03.2020. **<u>Part II – Price Bid – Price offer in attached format only</u>**
5	Tender Issue date	Ddmmyy – 12.00 Hrs.
6	Last date & time for submission of offers	Ddmmyy – 12.00 Hrs.
7	Due date & time of opening of Offers	Ddmmyy – 14.00 Hrs.
8	Date of Price Bid opening	Will be intimated separately to Technically Qualified Vendors only.

Vendor Signature with Seal

RATE CONTRACT FOR PROCUREMENT OF MEDICINE ITEMS FOR TWO YEARS FOR BHEL TRICHY & RANIPET

	ANNEXURE A **Section - I** **QUALIFYING CRITERIA**	**DT:**	
NAME OF THE VENDOR (AS PER OFFER)-			
SNo	CRITERIA	Documents to be provided	Bidder's Compliance
1	Vendors must have previous experience in supply of medicines items to CPSU / Central Govt. Hospitals (CGH) / Central Govt. Establishments such as Railways, Defence etc.		Complied / Not Complied
2	Vendors shall enclose Purchase Order Copy for a minimum value of 25 Lakhs (excluding Tax) pertaining to any CPSU or Central Govt. Hospitals (CGH) or Central Government Establishments such as Railways, Defence etc. for Supply of Medicines in **any one** of the last 3 financial years (2017-18,2018-19,2019-20) from 01.04.2017 to 31.03.2020.	PO copy	Complied / Not Complied
3	Vendor must have had an annual turnover of minimum 1 Crore in **any one** of the last 3 Financial Years (2017-18,2018-19,2019-20) from 1.04.2017 to 31.03.2020 for which Auditor's certificate duly certified by charted accountant with CA membership number to be furnished. (If a company did not exist for 3 Financial Years out of last 5 Financial Years, the average turnover may be calculated from the year of existence of the company)	Auditor's certificate (with CA membership number)	Complied / Not Complied
4	Vendors must enclose a copy of any one of the valid Manufacturing License/ Loan Manufacturing License / Import License / Manufacturing and marketing certificate issued by Govt Agency, for the Medicine items quoted by the vendor.	Copy of valid license.	Complied / Not Complied
5	Vendors should offer BRANDED Medicine items only and not offer Generic items.		Complied / Not Complied
6	Vendors if finalized for the RC, must agree to furnish a performance Bank Guarantee of 3% of the value awarded for the vendor. The BG thus submitted shall be valid till validity of the contract(s) or till completion of P.Os. placed under the contract(s) with claim period of 90 days after which the BG will be refunded. Instead of BG, Fixed deposit receipt for this value (in the name of BHEL) can also be furnished.		Complied / Not Complied
7	% of Local content certified by Auditor (With CA membership number) as given in Section VII of Annexure A is ------------% (As per PPO Ref: P45021/2/2017-B. E-II dt. 15.06.2017 & further modified dt. 28.05.2018, 04.06.2020, 16.09.2020 issued by DPIIT & Order F.No.31026/65/2020-MD dt.30.12.2020 issued by DoP under Ministry of Chemicals & Fertilisers)	Auditor's certificate (with CA membership number)	Complied / Not Complied
8	Vendors must comply the Qualifying criteria. Vendor details format, Terms and Conditions, No Deviation Format, Integrity pact, Make in India certification by Auditor which are enclosed (Section I to IX of Annexure A) must be duly filled, signed with seal on all pages and submitted by the vendor.	Duly filled, Signed & stamped copy of Section I to IX of Annexure A	Complied / Not Complied
9	Vendor must submit the Technical bid and other formats as enclosed in the annexures.		Complied / Not Complied

VENDOR SIGNATURE & SEAL

RATE CONTRACT FOR PROCUREMENT OF MEDICINES ITEMS FOR TWO YEARS FOR BHEL TRICHY & RANIPET

ANNEXURE A

SECTION-II

VENDOR DETAILS

SL. NO.	PARAMETER	VENDOR TO SPECIFY
01	Name of the Manufacturing /Sales (Marketing) / Company and year of Establishment	
02	Register / Head Office Address.	
03	Register / Head Office Address contact person details Name, Phone No., Mobile No, Fax No, e-mail address if any.	
04	Marketing Office address (Packing and forwarding)	
05	Marketing Office Contact Person Details Name, Ph. No Mob. No e-mail, Fax if any	
06	Goods and Service Tax (GST) Registration	Copy of GOODS AND SERVICE TAX (GST) REGISTRATION Enclosed /Not Enclosed
07	Manufacturer / Marketing / Loan Licence / Import Licence with Govt. approved certificate & agreement copy, details to be enclosed with list of items in each category	
08	Whether banned by any Central Govt / State Govt / Public sector undertaking companies (if yes – give reason)	
09	Income Tax Registration (PAN) (Details & self – attested copy to be furnished)	Copy of PAN Enclosed / Not Enclosed

VENDOR SIGNATURE & SEAL

ANNEXURE A
SECTION-II
VENDOR DETAILS

SUPPLIER'S SUPPLY POINT DETAILS FULL POSTAL ADDRESS WITH NAME OF THE CONTACT PERSON FOR BHEL HOSPITAL / TRICHY 620 014

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

VENDOR SIGNATURE & SEAL

ANNEXURE A
SECTION-II
VENDOR DETAILS

SUPPLIER'S SUPPLY POINT DETAILS FULL POSTAL ADDRESS WITH NAME OF THE CONTACT PERSON FOR BHEL HOSPITAL/ RANIPET 632 406

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

VENDOR SIGNATURE & SEAL

ANNEXURE A

SECTION III – Terms & Conditions

BHARAT HEAVY ELECTRICALS LIMITED TIRUCHIRAPALLI-620 014

MEDICAL DEPARTMENT

TELE: 0431-2577484, 2574375, 2571906 & 2571958 FAX: 0431-2553222
E-mail: ababu@bhel.in,susi@bhel.in;medstores@bhel.in,medsurstores1@bhel.in

REF: HPBP: MED: STD:11/Drugs RC/2021-23 DT: 25.01.2021

THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER. HARD COPY OR FAX / E MAIL OFFERS WILL NOT BE CONSIDERED.

Sub: Request for Quotation for finalising Rate Contract for supply of medicines to BHEL Trichy & Ranipet.

Medical department/BHEL-TRICHY invites offer from vendors for entering into a Rate Contract for two years for supply of medicines required for BHEL Hospital - Trichy & Ranipet. The list of medicines and tentative quantum for each item is indicated in the list of items enclosed in Annex B.

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

1. This is an E-tender floated online through our E-Procurement portal https://eprocurebhel.co.in The bidder should respond by submitting their offer online only in our e-Procurement portal at https://eprocurebhel.co.in . Hard copy bid or bids through E-mail / fax shall not be accepted.

The tender will be operated on TWO PART BID basis and you are requested to submit Techno-commercial bid Section I to IX of ANNEXURE A and Price bid in e-procurement site.

Tenders shall be uploaded with all relevant .pdf / zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

Vendors who are not having DSC shall obtain the same and quote accordingly. For details related to bidding through e-procurement website, please visit URL – https://eprocurebhel.co.in. Refer the following documents in the site –Help for contractors, Information about DSC, FAQ and Bidder manual kit.

Information for Online participation:

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 and using that they can digitally sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies or they may contact any address mentioned in "Information about DSC – Vendor DSC address" option in https://eprocurebhel.co.in. and they will assist them in procuring the same. Bidders who already have a valid Digital certificate need not to procure the same.

If there are any clarifications, this may be obtained online through the eProcurement Portal https://eprocurebhel.co.in or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Technical and Price bid available in respective tender only. After filling data in predefined forms It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

As Per the new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of website https://eprocurebhel.co.in.

2. The offer should only be for Branded Products against our Enquiry and shall be based on "DOOR DELIVERY" basis to our MEDICAL STORES / BHEL Main Hospital, Trichy 620 014 & Ranipet 632 406. The Brand Name of the medicine shall be clearly mentioned in the offer.

3. Offers quoted shall be "FIRM" during the tenure of Rate Contract and "NO ESCALATION" in price shall be allowed.

4. Tender opening:

On the due date of tender opening, only the technical bids will be opened. Technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. Offers not meeting the required specification will be rejected. The price bids of techno-commercially suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

5. Evaluation of offers:

The price quoted shall be on F.O.R – Free on Road BHEL, Medical Stores, Trichy/Ranipet basis only (inclusive of base price, packing, forwarding, GST, Freight & Transit Insurance charges to seller account). Ex-works offer will be rejected. Supplier shall indicate applicable GST in percentage along with HSN code against each item.

If different GST rates have been quoted by different suppliers for the same item, then Tender will be evaluated ITEMWISE based On the TOTAL Cost to BHEL inclusive of GST on F.O.R basis.

6. Duties & Taxes:

In case any changes in taxes and duties as per Govt. Notification (including GST), the same shall be applicable from time to time.

(i). Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period, shall be to the BHEL's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Buyer shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.

(ii). No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

(iii). Seller shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal. In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.

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

8. Price to be quoted w.r.t. BHEL's UOM only and all columns should be filled in the price bid format only. The format shall not be changed. Offers will be rejected if the data is furnished in different formats. The bidder's quotation should specify clearly the shelf-life of each item as mentioned in format.

9. <u>OFFER VALIDITY:</u>

Price Bid shall be valid for 120 days from the date of Price bid opening for finalization of contract.

10. Quotations sent by Telex, Mail & Fax will be ignored and rejected

11. Voluntary quotation if any and late offers will not be considered for further Processing.

12. In the event of reduction of prices, after the tender opening date/ during contract Period, the benefit should be passed on to BHEL.

13. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform BHEL, Trichy immediately about such reduction in the contracted prices. The BHEL, Trichy is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.

14. The price quoted by the tenderers shall not in any case exceed the controlled price, if any, fixed by the Central / State Govt. / N.P.P.A (National Pharmaceutical Pricing Authority) / DGS&D and the Maximum Retail Price (MRP).

15. Please identify a person in your company with full correspondence Address, Telephone No, Mobile No, Fax No, and e-mail ID for any clarification and Correspondence as per Section II of Annexure A.

16. Please indicate your respective Local supply point's full correspondence address with Contact person name, Telephone No, Mobile No, Fax No, and e-mail ID, who are responsible for supply, billing, execution and receipt of payment for BHEL Hospital Trichy 620 014 and Ranipet 632 406 respectively as per Section II of Annexure A. In case, there is no Local Supply Points in our listed locations Trichy / Ranipet, other nearest addresses from which material shall be delivered to be given.

17. The vendor shall comply with and submit all the documents specified in Qualifying criteria and **Section I to IX of Annexure A**. Offers not meeting the above will not be considered for further evaluation. Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability.

18. The bidder has to keep track of any changes by viewing the addendum / Corrigendums issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

19. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

20. Disclaimer Clause: The Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

For any queries regarding tender you may contact

Mr. A Babu
DGM /HRM/HA & CSR
BHEL Trichy 0431-2577484
ababu@bhel.in

Ms Susithra K
DM/Stores/Medical
BHEL Trichy 0431-2574375
susi@bhel.in

21. Rate contract will be finalized with one finalised supplier for each item. After finalisation of contract, BHEL will place Purchase order at the time of requirement for medicines and Purchase order shall be sent through mail. Vendors should acknowledge the receipt of purchase order through reply mail within a week.

22. The supplier/dealer should inform the status of the availability of the items and the status of the Purchase Order within 7 days.

23. The delivery period shall be 45 days from Purchase Order date.

24. Expiry date of all items supplied should be minimum of one year at the time of Supply (unless concerned BHEL authority asks (in writing) vendor to supply certain quantity with short expiry (to overcome emergency situations). Your quotation should specify clearly the shelf-life of each drug.

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

26. The supplier will ensure replacement of the defective items etc. as and where found, within 24 hours at his own cost.

27. L.D Clause:

In case of failure in supply by the Bidder as per schedule, a penalty of 0.5% per week for undelivered portion shall be deducted subject to a maximum of 10% of total purchase order value from the bills during payment.

28. Risk Purchase Clause:

In case of delay in delivery beyond PO delivery / mutually agreed delivery, or vendor fails /refuses to complete the PO as per terms, BHEL has the right to get the items ordered elsewhere at the risk and cost of the vendor with notice to the vendor and the additional expenditure / difference in cost, if any, shall be recovered from the defaulted vendor.

BHEL may recover from the defaulted vendor any loss to BHEL arising due to withdrawal of orders in such case, and action shall be taken as per latest revision of BHEL guidelines for Suspension of business dealings with Suppliers/Contractors. Vendors are requested to visit https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors for details of BHEL guidelines for Suspension of Business dealings with Suppliers/Contractors.

Risk and Cost against Balance Work:

Risk & Cost Amount= **[(A-B) + (A x H/100)]**

Where,

A= Value of Balance scope of work/Supply* as per rates of new contract

B= Value of Balance scope of work/Supply* as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

The default Vendor shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to LD as mentioned above.

No compensation shall be given to the vendor in case of cancellation/diversion of POs even if the order has been processed partly.

29. Payment:

100% direct EFT payment shall be made within 60 days from the date of receipt of items at BHEL's stores Trichy/ Ranipet and acceptance of medicines based on original / copy of self-attested Lab batch test reports. **Any deviation in the above payment terms, any other conditions in payment terms or any other Payment terms will not be accepted.** Payment for MSE indigenous bidders will be as per MSMED Act, 2006.

30. Original / copy of self-attested Lab Batch test reports are to be furnished along with consignment of medicines. Acceptance of medicines / payment of above Consignment are to be made only after receipt of above test reports.

31. The supply of medicines shall be as per terms below:

(a) Material shall be booked on door delivery basis with freight paid.

(b) Insurance is to be arranged by supplier from the place of dispatch to the Destination

29. Rate contract will be finalized with one supplier for each item. 100% tendered quantity for each item will be ordered on L1 vendor as and when requirement arises. No counter offering of L1 rates to other vendors. Evaluation shall be on total cost to BHEL basis.

B. GENERAL TERMS & CONDITIONS:

1. Resolution of Disputes

If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. In case of further dispute arises out of this contract, the decision of Medical Superintendent of BHEL / Trichy shall be final and binding on all the parties.

2. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.

3. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India.

4. **Arbitration and conciliation:**

Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of BHEL Trichy – 620 012.

The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provisions of arbitration and conciliation act 1996(India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy, India. The cost of arbitration shall be borne as per the award of the arbitrator. Subject to the arbitration in terms of clause Arbitration and conciliation above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the 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.

7. Any deviation in specified commercial terms- Section I to IX of Annexure A will lead to rejection of offer. **Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Section I to IX of Annexure A only.** In the event of our drugs requirements are being cancelled /placed on hold / otherwise modified BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.

8. BHEL reserves the right to randomly select any drug sample from the batch and get it analysed from a recognized laboratory at BHEL cost. In case of any discrepancy, recovery to an amount of loss incurred by BHEL will be made from concerned vendor's payment / BG will be invoked and concerned vendor's name will be removed from RC.

9. Frequent changes in local supplying agency is not acceptable. Not more than two Changes shall be allowed during the tenure of the Rate Contract.

10. Literature / catalogues shall be attached with the offer.

11. Proper packing to be ensured and material shall be stamped as "BHEL SUPPLY, NOT FOR SALE". The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

12. <u>Evaluation:</u>

a) The price bid of the technically acceptable offers alone shall be opened.

b) In general ranking L-1, L-2 etc. shall be done for individual items for the techno commercially acceptable offers based on total landed cost to BHEL, Trichy basis. Supplier should quote all charges (if any) per item wise only to evaluate offers per item wise.

c) Firm with the lowest FOR rate per UOM shall be declared as L1. Bid with the next highest evaluated cost shall be ranked L2, and the next be L3, and so on.

d) <u>L1 Tie breaking:</u>
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.

e) BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; increase or decrease the tender quantity.

11. **Contract validity:**

A Contract shall be entered into with L1 vendor and the contract thus signed shall be valid for ordering up to 24 months from the date of contract finalisation. Moreover, validity of contract is subject to further extension with mutual consent. PO placed under this contract shall be governed by the T&C's of this contract till the completion of PO and settlement of all dues with the vendor.

12. BHEL reserves the right to terminate the Rate Contract at any point of time without assigning any reasons there-of.

13. The Agents / Distributors submitting Quotations on behalf of their Principal to whom this Enquiry is sent, shall enclose a letter of authorization from their principal, specifying the enquiry reference.

14. In case there is any merger / take over / change of address during the course of Proposed Rate Contract, it is the duty of the supplier to inform BHEL accordingly with proper documentary evidence, by both the parties, so that suitable amendments can be done.

15. Once Rate Contract is finalized, for any failure to supply the items against Purchase Orders the Placed under Rate Contract, appropriate action will be taken as per the Risk purchase clause.

13. One Original and 2 copies of Invoices/bills are to be sent along with the consignment while dispatching the materials. Supply without invoices will not be accounted and payment processing will not be done.

14. All supply Invoices shall be accounted and sent for payment within 15 days from the date of receipt of supply. Any clarifications/corrections in the invoices, should be settled within 15 days from the date of goods receipt.

15. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

16. Option Clause: BHEL reserves the right to increase or decrease the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates.

17. Fraud Prevention Policy & Suspension of Business Dealings:
The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website **https://www.bhel.com** and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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

18. Cartel Formation

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

19. Subletting:

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

20. Integrity pact:

a) Signed Integrity Pact (IP) should be furnished along with the offer. IP would be signed by authorized official of the bidder/vendor/Contractor. Offer without signed integrity pact (IP) shall be rejected. Copy of IP format is enclosed. This tender will be monitored by independent external monitor (IEM) for information only.

b) 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. A panel of independent External Monitors (IEMs) have been appointed to oversee implementation of IP IN BHEL.

c) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial 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.

Details of IEM for this tender is furnished below:

SL NO	IEM	Phone & Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

Note: No routine correspondence shall be addressed to the IEM (Phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification / issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below.

Details of contact person(S):

Name	A Babu	K Susithra
Dept	DGM/HRM-HA & CSR	E3/Purchase/Medical
Phone	0431-2577484	0431-2574375
E mail:	ababu@bhel.in	susi@bhel.in

d) Please refer section -8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process. The matter may be referred to the IEM mentioned in the tender.

21. Bank Guarantee:

The bidder in the event of finalization of contract, should furnish a Bank Guarantee from BHEL's consortium Banks or counter guarantee by Vendor's Bank to BHEL's consortium banks, at no extra cost to BHEL, in a Performa prescribed by BHEL, provided along with the Contract awarding letter, for an amount equivalent to 3 % (Three percent) of the total value of the contract finalized for the Vendor. The Bank Guarantee shall be valid for the total period of contract from the date of entering into contract with BHEL with claim period of 90 days.

BG has to be established by the vendor within 15 days from the date of award of contract. The BG thus submitted shall be valid till validity of the contract(s) or till completion of P.Os. placed under the contract(s) with claim period of 90 days.

Non submission of BG within 15 days of finalization of contract shall be treated as Non-Execution of contract and action shall be initiated against the defaulting vendor as per BHEL guidelines for suspension of business dealings (Refer in https://www.bhel.com/supplier-registration)

List of Consortium Banks:

	Nationalised Banks		**Nationalised Banks**
1	Allahabad Bank	19	Vijaya Bank
2	Andhra Bank		Public Sector Banks
3	Bank of Baroda	20	IDBI
4	Canara Bank		**Foreign Banks**
5	Corporation Bank	21	CITI BANK N.A
6	Central Bank	22	Deutsche Bank AG
7	Indian Bank	23	The Hong Kong and Shanghai Banking Corporation Limited
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental Bank of commerce	25	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh bank		**Private Banks**
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC
15	State Bank of Travancore	29	Kotak Mahindra Bank
16	UCO Bank	30	ICICI
17	Union Bank of India	31	IndusInd Bank
18	United Bank of India	32	Yes Bank

22. GST conditions:

Indigenous suppliers:

a. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

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

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

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

- Vendor declaring such invoice in Form GST ANX-1
- Receipt of Goods or Services and Tax invoice by BHEL

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

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

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

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

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

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

k. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

23. Special Provisions for Micro and Small Enterprises (MSE) bidders applicable on indigenous bidders only:

- At least 25% of the tendered quantity is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.

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

- Ministry of MSME has given following definition of MSE owned by SC/ ST:
  - In case of proprietary MSE, proprietor(s) shall be SC/ ST.
  - In case of partnership MSE, the SC/ ST partners shall be holding at least 51% shares in the unit.
  - In case of Private limited companies, at least 51% share shall be held by SC/ ST promoters.

- Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s. (The definition for MSEs owned by Women Entrepreneurs is clarified as:

  i) In case of proprietary MSE, proprietor shall be woman.
  ii) In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
  iii) In case of private limited companies, at least 51% share shall be held by the women promoters.

- 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.

- **As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME MSE suppliers can avail the intended benefits if they submit along with the offer UDYAM CERTIFICATE.**

- Non submission of such documents will lead to consideration of their bids at par with other bidders. SC/ST bidder should submit attested cast certificate from competent authority. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the 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. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. However, credentials of all MSE supplier will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.

- In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL

- In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., and in case MSE quoting price within price band L1+15.00% may be awarded for full/complete supply of the item/s considering spirit of policy for enhancing the Govt. procurement from MSE seller subject to acceptance of L1 price by MSE vendor.

- If L1 is from a Micro/Small enterprise, the 25% earmarking provision is not applicable and 100% quantity will be ordered on respective L1 source.

- In the event of more than one vendor becoming L1 for any of the item, the enquiry quantity for the items will be shared equally among all the L1 vendors.

- **“As per MSME office memorandum F. No. 1(2)(1)/2016-MA dated 09.02.2017 Traders & Agents should not be allowed to avail the benefits extended under the PP Policy & F. No. 22(1)/2012-MA dated 24.10.2016 public procurement policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders or agents are excluded from the purview of Public Procurement Policy.” Hence traders are not eligible to avail benefits reserved for MSE bidders (Manufacturer of goods) in this tender.**

- Payment for MSE indigenous bidders will be as per MSMED Act, 2006.

24.Preference to Make in India:

This tender is published to procure goods from manufacturers or their dealers or their traders those who are Class I local supplier and Class II local supplier as per latest applicable Public Procurement (Preference to Make in India) order and who are eligible to participate as per latest General Financial Rules (GFRs) 2017 Office memorandum F. No. 6/18/2019-PPD dated 23rd July 2020 from Ministry of Finance, Department of Expenditure, Public Procurement Division. Purchase preference to class I local supplier is applicable in this tender as per Public Procurement (Preference to Make in India) order (No. P-45021/2/2017-PP (BE-II) Dt:16.09.2020).

“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 16.09.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT) & order F.No.31026/65/2020-MD dt.30.12.2020 issued by Department of Pharmaceuticals, Ministry of Chemicals & Fertilisers, Govt. of India. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.

As per GFR Rules:

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 registration under this order shall be the Registration Committee constituted by the DPIT.

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 Order 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 county; or
c. An entity substantially controlled through entities incorporated, established or registered in such country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An India (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 percent 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 shareholder’s 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 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.

VII. Bidder participating in this tender should submit Auditor’s certificate regarding their compliance with this order as given in **Section VII**. If such certificate enclosed by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with the law.

25. Force Majeure Clause:

- Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.

- If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

- If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

- In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

26. Any changes to supplier's quotation if intimated after Tender opening will not be considered.

27. Conditional offers are likely to be rejected.

28. The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

29. General notes:

- Lowest price received against BHEL tenders need not be the technically acceptable one and in that case, BHEL reserves the right not to consider the same.

- BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

- Offer will be evaluated on individual item basis.

- L1 will be arrived based on Net Landed cost to BHEL- Trichy.

- No payment will be made for the excess quantity supplied.

- The offers of the bidders who are on the banned list as also the offer of bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on the BHEL website - https://www.bhel.com/supplier-registration.

- No charges shall be indicated as "Lump sum". All charges shall be in "percentage" of the quoted rates or per item wise of the quoted item.

- Indigenous supplier shall indicate applicable GST rate along with HSN code against each item.

- Indigenous supplier shall indicate GSTIN number & PAN number of the Business.

- Manufacturer's name trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

- The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The

Company calling for tenders shall not be responsible for any claims/problems arising out of this.

- The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and e-procurement service provider will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.

- Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

- Bidders have to confirm that whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL.

30. An Agreement has to be executed by the selected vendors, for the supply of items in this Rate contract, if finalized for that vendor. After finalization of contract, BHEL Terms & Conditions given in Annexure A –Section III shall be neatly typed on **Rs.100/-** value **Bond Paper** and duly signed and stamped on all the pages in person in the office of DGM/BHEL Main hospital for the acceptance of the same. Two copies of this agreement bond shall be prepared (one copy to BHEL & one copy to vendor) the contract will be entered into with the vendor only after signing the Agreement. After that only Purchase Orders will be released.

NOTE:

I. Documents to be submitted along with technical bid (Part-1)

1. SECTION I - Qualifying Criteria
2. SECTION II – Vendor Details
3. SECTION III - Technical Terms and Conditions
4. SECTION IV - Performance Bank Guarantee
5. SECTION V - Integrity pact
6. SECTION VI - No Deviation format
7. SECTION VII – Auditor’s Certification as per Make in India Clause
8. SECTION VIII - Technical Bid format
9. SECTION **IX -** Purchase Order Value format (EXCLUSIVE OF TAX)

Vendor shall enclose Purchase order copies in any of past 3 years with respect to supply for CPSU / CGH/Central Government establishments. Past 3 Financial years. (2017 – 2018, 2018 – 2019 & 2019-20) from 01.04.2017 to 31.03.2020.

Note: All the pages of documents are to be signed and stamped by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive.

Yours faithfully,

For BHEL Heavy Electricals Ltd.

A. Babu
DGM/HRM – HA & CSR

RATE CONTRACT FOR PROCUREMENT OF MEDICINES ITEMS FOR TWO YEARS FOR BHEL TRICHY & RANIPET

ANNEXURE - A

PERFORMANCE BANK GUARANTEE FORMAT SECTION-IV

TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 90 DAYS FROM THE DATE OF COMPLETION OF CONTRACT PERIOD)

1.In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (hereinafter called „the Company") having entered into a contract with……………………….hereinafter called „ the said contractor „ which term includes „suppliers" for the purpose of this Bond and under the terms and conditions of the contract No HPBP: MED: STD:11/Drugs RC 2021-23 Dt -----------. Between BHEL, Trichy and as per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. ……………………. for the supply of medicines to BHEL Hospitals Trichy under the above referred contract and for the fulfilment of all the terms and conditions of the contract, We …………………. (indicate the name of the bank) (herein after referred to as the bank) at the request of …………………. (Contractor(s)) do here by undertake to pay the company an amount not exceeding Rs…………………. against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We …………………….(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) „failure to perform" the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ______________________.

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We…………………………….(indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till___________________________________Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

RATE CONTRACT FOR PROCUREMENT OF MEDICINES ITEMS FOR TWO YEARS FOR BHEL TRICHY & RANIPET

5. (I) Unless a demand or claim under this guarantee is made on us in writing on or before the _______________________we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

6. We ……………………..(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli.

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

11. We …………………… (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we………………., (indicate the name of Bank) have hereunto set out Bank Seal the____________________day ______________________month 2017.

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:

RATE CONTRACT FOR PROCUREMENT OF MEDICINES ITEMS FOR TWO YEARS FOR BHEL TRICHY & RANIPET

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPALLI-620 014

MEDICAL DEPARTMENT

ANNEXURE A - SECTION –V

Integrity Pact (IP)

1. The integrity pact attached in this ANNEXURE V -1 with this tender is an integral part of commercial terms and conditions of this Tender and this must be signed and submitted along with the techno-commercial offer in token of acceptance of the conditions of the pact.
2. 'Integrity Pact' is applicable as per Govt. guidelines & all suppliers shall submit the Integrity Pact duly signed. Any offer received without this Integrity pact duly signed and stamped, will be rejected.
3. 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 Monitor (IEM) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.No	IEM	Email
1	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

4. 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.

5. Please refer Section 8 of the Integrity Pact for roles 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.

6. **Note:**

No routine correspondence shall be addressed to the IEM (Phone/post/email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department officials whose contact details are provided below:

Name	A Babu	K Susithra
Dept.	HRM/HA & CSR	Purchase/Medical
Phone	0431-2577484	0431-2574375
E mail:	ababu@bhel.in	susi@bhel.in

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MEDICAL DEPARTMENT

ANNEXURE A _

SECTION –VI

NO DEVIATION FORMAT

REFERENCE	**HPBP: MED: STD:11/Drugs RC 2021-23**
DESCRIPTION	RATE CONTRCT FOR PROCUREMENT OF MEDICINES ITEMS FOR TWO YEARS FOR BHEL TRICHY & RANIPET.
REF NO	NIT NO :
NAME OF THE VENDOR	
CONTACT PERSON DETAILS	

CERTIFIED THAT THE QUOTED MEDICINES ITEMS ARE BRANDED ONLY -NOT GENERICAND NUTRITIONAL PRODUCT. WE ACCEPT ALL THE OTHER SPECIFIACTIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY. THIS IS TO DECLARE THAT WE DO NOT HAVE ANY DEVIATIONS TO THE TENDER TERMS AND CONDITIONS AND ACCORDINGLY WE ACCEPT ALL THE TERMS AND CONDITIONS OF THIS TENDER WITHOUT ANY RESERVATIONS WHATSOEVER.

I/ WE UNCONDITIONALLY AGREE TO ALL THE TENDER CONDITIONS AND NO NEW CONDITIONS ARE IMPOSED BY US IN THE TECHNICAL / PRICE BID. I UNDERSTAND IN THE EVENT OF IMPOSING ANY CONDITION IN THE TECHNICAL / PRICE BID, SUCH CONDITION WOULD BE IGNORED BY BHEL AND ONLY THE PRICES WILL BE CONSIDERED FOR THE PURPOSE OF EVALUATION.

STATION:
DATE :

SIGNATURE OF FIRMS REPERSENTATIVE WITH SEAL

RATE CONTRACT FOR PROCUREMENT OF MEDICINES ITEMS FOR TWO YEARS FOR BHEL TRICHY & RANIPET

BHARAT HEAVY ELECTRICALS LIMITED

TIRUCHIRAPALLI-620 014

MEDICAL DEPARTMENT

ANNEXURE A _

SECTION VII

Calculation of Local Content:

(To be submitted on letter head)

Name of Manufacture :	Calculation by Manufacturer (Cost per unit of product)			
Cost Component	Cost (Domestic Component) A	Cost (Imported Component) B	Total Cost (INR/ US $) C=a + b	Percentage of Local Content D=(a/c)*100
I. ………… II. ………… III. Total Cost (Excluding tax and duties)				

Note: -

I. Cost (Domestic Component): Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken) which have not been imported directly or through a domestic trader or an intermediary.

II. Cost (Imported Component): Sum of the costs of all inputs which go into the product (including duties and taxes levied on procurement of inputs except those for which credit/ set-off can be taken).

AUDITOR'S CERTIFICATE

Enquiry No.	
Enquiry Date	

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

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

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

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

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

For Company Name:

Seal:

Signature:
(CA Membership number)

Date:
Place:

(Please fill all the yellow color field)

RC 2021-23–NIT:			**ANNEXURE A- SECTION IX**	DATE:	
CPSU VALUE / DATA ONLY TO BE FILLED BY VENDORS & SUPPORTING DOUCMENTS TO BE ATTACHED					
NAME OF THE VENDOR (AS PER OFFER)					
SL NO	PO. NO	PO. DATE	NAME OF THE CPSU/CENTRAL GOVT HOSPITALS(CGH)/CG ESTABLISHMENTS	TOTAL PO VALUE (WITH OUT TAX GST)	VALUE IN LAKHS
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
		TOTAL =			

Note :1

1- STATE GOVT / PRIVATE SECTOR PO NEED NOT BE FILLED IN THE ABOVE LIST
2- VENDORS SHALL ENCLOSE ALL THE ABOVE PO'S PAGE INDICATING CUSTOMER VALUE / VENDOR NAME, TOTAL PO VALUE TO BE HIGHLIGHTED.
3- PL FILL THE PO'S (CPSU)/CENTRAL GOVERNMENT HOSPITALS(CGH), CENTRAL GOVERNMENT ESTABLISHMENTS IN THE ABOVE FORMAT DATE WISE CHRONOLGICAL ORDER, FOR LAST 3 YEARS (01.04.2017 TO 31.03.2020)

VENDOR SIGN & SEAL WITH DATE