



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender no. AA:HR:MedAdmin:353

Date: 09-05-2023

Submission of tender on 23-05-2023 by 02:00 PM

Due date for opening on 23-05-2023 at 03:00 PM

Sub: Tender for intended parties – Rate Contract for supply of Medicines for BHEL's Dispensaries for two years

Quotations are invited in sealed cover with Tender No., Date and Due Date, legibly super-scribed on it, for the under mentioned Scope of work subject to acceptance of the enclosed Terms and Conditions. The quotation should be put in the tender box in the office of the undersigned by 02:00 pm on or before the Due Date.

Your offer, complete in all respects, duly signed by your authorized representative and sealed must reach the undersigned latest by 02:00 pm on the Due Date i.e. 23-05-2023, at our office BHEL House, Siri Fort, New Delhi. Bids shall be opened at 03:00 pm on the same day.

For and on behalf of BHEL


Sunil Kumar

Deputy Manager

011-66337426

sunil.kmr@bhel.in





Procedure for submission of bid

Bid has to be submitted in two-part format, as follows:

- i) **Part-I:** This part shall contain the following documents: -
- (1) Tender document (excluding Price Bid) signed & stamped on all pages as a token of acceptance of tender terms & conditions.
 - (2) Copy of Annexure C - Declaration duly signed & stamped.
 - (3) Copy of Annexure D – Letter of Authority duly signed & stamped.
 - (4) Copy of Annexure E – No Deviation Certificate duly signed & stamped.
 - (5) Copy of Annexure F along with PAN and GST Registration – Details of nominated distributor/supplier (if applicable) duly signed & stamped.
 - (6) **Either** Annexure-LC – Local Content Certification **Or** in case any exception is provided by Govt for the quoted item, provide the letter/communication/circular/exception order issued by the Govt. Clearly highlighting the offered product.
 - (7) Copy of **Unpriced bid** Annexure-G– with indication of “Q” against the items for which price has been filled in price bid.
 - (8) Kindly enclose latest Minimum Govt, Hospital Rate List of manufacturer at the time of supply of Medicines if available.

Note: Bidder not submitting any of the documents in Part-1 as mentioned above shall liable to be rejected.

- ii) **Part-II:** This part shall **only contain the duly filled, signed & stamped Price Bid (Annexure-H)** & nothing else. Any Part-I document if found with Part-II bid shall not be considered for evaluation at Part-I level.
- iii) Both Part-I & Part-II bids shall be put in separate sealed envelopes, clearly indicating Part-I / II, Tender No., Date of Issuance of NIT, Due Date of Submission & Name of the bidding company / authority which shall be finally put in a single envelope with Tender No., Date of Issuance of NIT, Due Date of Submission & Name of the bidding company / authority.
- iv) Bid shall be submitted at BHEL House, Siri Fort, New Delhi – 110049 in the Tender Box at reception of Power Sector gate, well before the due date & time of submission. The tender shall not be handed over to any individual at BHEL & only be put in the tender box.
- v) In case of any queries regarding this tender, the issuing authority of this tender may be suitably contacted for clarifications.

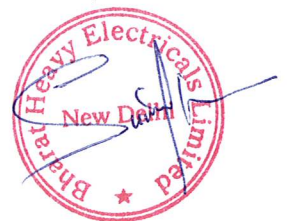
Note: In case of any deviation from tender terms & conditions, the same shall be indicated clearly **ONLY** in the Deviation / No Deviation Certificate at Annexure-E.





General Terms & Conditions

1. Envelope should clearly state "BHEL Medicine Tender enquiry AA:HR:MedAdmin:353 due on 09-05-2023"
2. In case the bidder intends to depute some supplier/stockist/distributor for supply of medicines to BHEL, the bidder must mention address and phone No. of local / Delhi based authorized supplier in Annexure F. Also the bidder must submit copy of PAN card & GSTN of the said supplier along with this tender in part –I bid.
3. The rates of Medicines shall remain firm for the complete duration of Contract (i.e, Two Year from the date of award of contract). No escalation in rate shall be allowed. Any change in Govt. taxes/duties/DPCO (Drug Price Control Orders) will be binding on either side. In the event of reduction of prices, (as per new drug policy to be introduced by Govt. of India where in prices of certain drugs may be slashed down) the benefit should be passed on to BHEL in same percentage.
4. Kindly enclose latest Minimum Govt, Hospital Rate List of manufacturer at the time of supply of Medicines if available.
5. Self-attested Lab Batch test reports shall be supplied along with Consignment of medicines.
6. BHEL reserves 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, appropriate action will be taken.
7. Order will normally be placed in eight phases i.e. after every three months or as required.
8. Medicines should preferably be marked with "BHEL Supply".
9. Separate Four copies of Pre-Receipted Bills for each dispensary should be sent with the consignment.
10. Date of Expiry of medicines supplied should not be less than one year from the date of supply.
11. BHEL reserves 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.
12. Standard pre-printed terms & conditions of the bidders shall not be considered valid.
13. Any loss or damage to the consignment during handling, transportation, storage till such time the same is accepted by BHEL Dispensary, shall be to the account of the supplier.
14. BHEL will not be responsible for the postal delay under any circumstances for non –receipt of Tenders. Tenders received after due date & time are liable to be rejected.
15. No overwriting/ correction in the price bid by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by the authorized signatory.





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16. In case of any typing error/ other clerical errors is noticed by the bidder in the tender documents, the same must be pointed out and got clarified before submission of offer, or else BHEL's interpretation shall prevail and will be binding on the bidder.
17. BHEL reserves the right to accept or reject any or all bids without assigning reason thereof. BHEL reserves the right to short close the contract before its completion. In case BHEL so decides, one-month notice shall be provided to the supplier. Any order placed before such notice of short closure of contract shall be valid up to the specified date of delivery under that purchase order or the date of closure of contract, whichever is earlier.
18. On each and every bills/Invoices submitted to BHEL in respect of supply of medicine, the supplier shall certify that "rate charged are minimum govt. hospital rates."
19. **Make in India:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 23.07.2020 & 16.09.2022 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.
20. The Tender should reach in the tender box placed at **Reception of Gate No 3, BHEL House, Siri Fort New Delhi -110049 by 02:00 PM** on or before **23-05-2023**. BHEL will not be responsible for any delay in receipt of tender, sent by post/ courier. Same shall be opened on scheduled due date and time i.e. **23-05-2023 at 03.00 PM**. **Any corrigendum of this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com and on e-procurement portal of GOI/http://eprocure.gov.in/cppp/).** Therefore, the bidders are advised to keep visiting the websites regularly.
21. It is construed that the Bidder has read all terms and conditions before submitting their offer. Any clarification regarding NIT, if required should be addressed to the undersigned
22. **Delivery Schedule:**
The medicines shall be supplied at various BHEL Dispensaries in Delhi (mentioned in P.O) within a period of four weeks from the issue of Purchase Order by BHEL. Supply of Noida Dispensary to be made at Asiad Dispensary in separate container and bills.
23. **Penalty clause:**
In case of failure in supply by the bidder as per delivery schedule, a penalty @ 0.5 % per week or part thereof for undelivered portion shall be deducted subject to a maximum of 10% of order value.
24. **Payment Terms:**
 - a. 100% payment shall be made with-in 60 days on successful supply of material and is acceptable to BHEL in line with tender terms/conditions & specification along with GST compliant invoice and other relevant documents if any. No other payment term shall be acceptable to BHEL.
 - b. The Bidder will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.





- c. No interest shall be payable for delay in making the payment. The Bidder shall not be entitled to any interest with respect to any money which may be due to him from BHEL.

25. **TAXES & DUTIES:**

- a. Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Such invoice shall be submitted within prescribed time limit (as per Terms of Payment) in the name of respective BHEL Unit/ Office/ Region.
- b. The Contractor has to submit their GST registration certificate to respective BHEL Unit/ Office/ Region within 30 days from the acceptance of work order. GSTIN of BHEL will be provided to the Contractor by respective office of BHEL within 30 days from the placement of work order.
- c. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
- d. Payment to the Contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the Contractor by BHEL.
- e. Contractor shall issue GST compliant invoice for entire fare under his GSTIN.
- f. Payment shall be made to Contractor only after submission of GST complaint tax invoice as mentioned above and other relevant documents. However, to protect BHEL's interest for GST input tax credit, GST portion amount along with notional interest on GST credit for 2 months' period (as applicable) shall be withheld and the same shall be released only after confirmation from GST website/ portal that such invoice has been declared in GSTR-1 return filed by Contractor within the stipulated time for the relevant period and tax amount thereon has been paid by Contractor to the Government within the stipulated time period as per GST Law.
- g. In case GST credit is delayed/ denied to BHEL or subsequently recovered from BHEL due to non/ delay in filing of GSTR-1 or delay in/ non-payment of tax to the Government by Contractor or for any other reasons not attributable to BHEL, in such case any financial implication on BHEL on account of delay/ loss/ recovery from BHEL of such GST credit along with interest levied/ leviable on BHEL till the time GST credit is available to BHEL, shall be recovered from the Contractor's bill and/ or adjusted against GST amount not paid as indicated under (f) above.
- h. Irrespective of refund of GST credit and interest thereon to BHEL by GST portal upon subsequent declaration of such invoice by Contractor in his GSTR-1 for any period after due date of such return and/ or payment of GST thereon by Contractor on GST portal, the notional interest for delayed period of GST credit (i.e. delay for the period when GST credit is actually allowed and the period when GST credit should have been allowed had Contractor declared such invoice in his GSTR-1 and paid tax thereon in the relevant month as per GST law) shall be recovered from Contractor.

26. Bidders are requested to quote in two parts as mentioned above in procedure of submission of bid (Annexure A).

If the Part-II "Price Bid" (Annexure-H) is not received in the separate sealed envelope as described above, then the same will be considered only if the bid is techno-commercially accepted without seeking any clarifications/missing documents from the bidder. Otherwise, the bid is liable to be rejected.





27. Qty. mentioned in Price Bid & Un-Price Bid is indicative only, which may change based on actual requirement.
28. Deviations, if any, mentioned elsewhere in bid apart from Annexure –E shall be treated as null and void by BHEL.

29. **EVALUATION CRITERIA AND AWARD OF CONTRACT**

- a. Bidder shall quote their prices in the prescribed format only i.e. Price Bid (Annexure-H) enclosed for items given therein. Price quoted in any other format shall not be considered for evaluation.
- b. The evaluation criteria shall be the item-wise L-1 i.e. lowest quote arrived on "Total amount including GST for 01 Qty" against each item. Calculation of "Total amount including GST for 01 Qty" shall be done by BHEL.
- c. 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.
- d. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

30. **VALIDITY OF OFFERS**

The offer submitted by the bidder shall be valid for a period of 3 months from the date of opening of Part-I bid (techno-commercial bid) and 2 months from the date of opening of price bid. Price-Bid of techno-commercially qualified bidders shall be opened only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s).

31. **VALIDITY OF RATE**

The rates of Medicines shall remain firm for the complete duration of Contract i.e, Two years from the date of award of Contract. Supply orders shall be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

32. **Arbitration**





- a. Both the Company and Bidder hereby agree that in the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Contractor/ Bidder in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. The venue of arbitration shall be in **DELHI** and the Arbitrator's decision shall be final and binding on both 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 venue of arbitration shall be at New Delhi.

- b. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS1835 dated 22-05-2018 and any subsequent amendments thereof.

33. **Laws governing the contract**

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

34. **Jurisdiction of Court**

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

35. **Default / Breach of Contract, Insolvency and Risk Purchase**

- a. If the Contractor / Bidder fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Bidder being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or





make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Bidder (Contractor) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Bidder's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Bidder (Contractor) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Bidder (Contractor) and the Seller/Bidder (Contractor) shall be liable to the purchaser for any excess costs provided that the Seller/Bidder (Contractor) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Bidder (Contractor) shall on no account be entitled to any gain on such repurchases.

b. Risk and Cost against Balance Work:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

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 Bidder/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

36. **Micro and Small Enterprises (MSE)**

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

| Type under MSE | SC/ST owned | Others |
|----------------|-------------|--------|
| Micro | | |
| Small | | |

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

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or 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 along with attested copy of a CA certificate where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at





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par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-procurement/tendering portal, then the above required documents are to be uploaded on the portal.

- b) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
37. This tender cannot be split and the purchase preference with respect to Make in India and MSE shall be applicable accordingly in line with the guidelines issued by Govt from time to time and Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020, 23.07.2020 & 16.09.2022 and subsequent Orders issued by the respective Nodal Ministry.





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Annexure-C

Tender no. AA:HR:MedAdmin:353

Date : 09-05-2023

DECLARATION

I / We hereby declare that I / We have not been banned and de-listed by any PSU /Government Department / Financial Institution / Court.

(Signature & Seal of the Party)





ANNEXURE – D

Tender no. AA:HR:MedAdmin:353

Date : 09-05-2023

LETTER OF AUTHORITY

(To be submitted along with Part-1 Bid)

[Pro forma for Letter of Authority for Attending Subsequent 'Negotiations' / 'Pre-Bid Meetings' / 'Un-priced Bid Opening' / 'Price Bid Opening']

Ref:

Date:

To,

M/s BHEL

SUB: _____

TENDER NO: _____

Dear Sir,

I/We, _____ hereby authorize the following representative(s) for attending any 'Negotiations' / 'Meetings [Pre-Bid Meeting]', 'Un-priced Bid Opening', 'Price Bid Opening' and for any subsequent correspondence / communication against the above Bidding Documents:

1. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @
2. Name & Designation _____ Signature _____
Phone/Cell: _____
Fax: _____
E-mail: @

We confirm that we shall be bound by all commitments made by aforementioned authorised representative(s).

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal:

Note: This "Letter of Authority" should be on the "letterhead" of the Firm / Bidder and should be signed by a person competent and having the 'Power of Attorney' to bind the Bidder. Not more than 'two [02] persons per Bidder' are permitted to attend "Techno-commercial / Un-priced" & "Price Bid" Openings. Bidders authorized representative is required to carry a copy of this authority letter while attending the un-priced and priced bid opening, the same shall be submitted to BHEL.





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Annexure-E

Tender no. AA:HR:MedAdmin:353

Date : 09-05-2023

Deviation / No Deviation Certificate

(To be submitted in Part-I Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:

- 1.
- 2.
- 3.

Note: Deviations, if any, mentioned elsewhere in bid shall be treated as null and void by BHEL

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA:HR:MedAdmin:353 dated 09-05-2023. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With Name, designation & seal of the firm





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Annexure-LC

Date: _____

To,

M/s Bharat Heavy Electricals Ltd.
Siri Fort Institutional Area, Hauz Khas
New Delhi-110049

Sub: Local Content Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 13.06.2020.

Ref: Bid Number: _____

I (authorized signatory for M/s _____) a Class-I Local Supplier' / Class-II Local Supplier at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for 'Class-I Local Supplier'/ Class-II Local Supplier and the Local Content percentage is _____.

The address is as below, where the local content / value addition is made:

—

For M/s _____ -

Authorized Signatory

(with company seal & Name)





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Details of Nominated Distributor

Annexure-F

Tender no. AA:HR:MedAdmin:353

Date: 09-05-2023

| S.No | BHEL MED CODE | Name of the Supplier | PAN No. of Supplier | GSTIN of Supplier | Name of the Representative of Supplier | Contact No. of Representative |
|------|---------------|----------------------|---------------------|-------------------|--|-------------------------------|
| A | B | C | D | E | F | G |
| 1 | | | | | | |
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