


MEDICAL DEPARTMENT

	<p>Bharat Heavy Electricals Limited (A Government of India Undertaking) BOILER AUXILIARIES PLANT RANIPET – 632 406, INDIA</p>	<p>Phone No: 04172-284315 04172-284403 E-mail: drpradheep@bhel.in durjoy@bhel.in</p>
---	---	--

INVITING TENDER	
Tender Notice No.	MED2024-02, DT: 04.10.2024
Name of Supply	FILLING & SUPPLY OF MEDICAL OXYGEN IN TYPE B BHEL CYLINDERS.
Type of bid	Single Tender (Two part)
Period of contract	One Year
Earnest Money Deposit (EMD) Amount	NIL
Last date & Time for Receipt of the Tender	11.10.2024 at 14:00 hrs.
Date of bid Opening	11.10.2024 at 14:30 hrs. onwards or immediately on receipt of the offer
<i>(Please obtain updated information from the BHEL website about the latest applicable dates & other changes if any in the tender contents)</i>	
Place of submission of Tender	Tender Box placed in Medical Department, BHEL – BAP main hospital- Ranipet – 632 406
Address on the Sealed Tender Cover to be:	Dy. Manager/MEDICAL DEPARTMENT BHARAT HEAVY ELECTRICALS LIMITED BOILER AUXILIARIES PLANT MAIN HOSPITAL , RANIPET DISTRICT TAMIL NADU– 632 406.
Venue of the Tender Opening	MEDICAL Department
<p>Note:</p> <ol style="list-style-type: none"> 1. BHEL reserves the right to accept or reject tender without assigning any reasons whatsoever. 2. Tender shall be opened immediately on receipt of the offer. 3. Contract will be finalised by opening paper price bid only. 	

To
Sri Thilak Gas Agencies,
No.6, New katpadi road,
Near hotel river view
Vellore-632004
Tamilnadu



Dy. Manager / MEDICAL
(ISSUING OFFICER)
Dr. K. PRADHEEP, MS., DNB., MNAMS., (ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

Scope of work/supply

1-Number of Type B cylinders to be refilled will be approximately 120 for one year with the following conditions:

A copy of certificate of License under the Drugs and Cosmetics Rules, 1945 in Form 21-C should be enclosed along with your competitive offer. IF NO CERTIFICATE IS ATTACHED, THE TENDER WILL BE REJECTED.

Medical department will be sent Type B cylinders to your premises. You should acknowledge all the cylinders.

In case of any loss or damage to the cylinders, it should be suitably compensated by means of good cylinders or by cash/cheque.

The refilled cylinder shall bear a sticker indicating the manufacturer of oxygen and purity level of oxygen.

If any repairs and maintenance for the cylinders is necessary, necessary permission for mending has to be obtained from the undersigned.



Dy. Manager / MEDICAL
(ISSUING OFFICER)

Dr. K. PRADHEEP, MS.,DNB.,MNAMS.,(ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

ANNEXURE – ITECHNICAL BID CRITERIA

"FOR FILLING & SUPPLY OF MEDICAL OXYGEN GAS IN TYPE B BHEL CYLINDERS"

Sl.No.	CRITERIA	DATA TO BE FURNISHED
1	Name of the vendor:	
2	Address of the vendor:	
3	Telephone No.:	
4	Email id if any	
5	PAN No. of the vendor:	
6	Name of the Contact Person with Phone No.:	
7	Availability of Licence under the Drugs and Cosmetics Rules, 1945 in Form 21-C.	
8	Experience in years	
9	Acceptance of Terms & Conditions	



Dy. Manager / MEDICAL
(ISSUING OFFICER)

Dr. K. PRADHEEP, MS., DNB., MNAMS., (ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

INSTRUCTION TO BIDDER

Your competitive offer is invited in a sealed tender cover for filling up of medical oxygen gas for use in Medical department. The tender cover should be superscripted as "TENDER FOR FILLING & SUPPLY OF MEDICAL OXYGEN GAS IN TYPE B BHEL CYLINDERS" on the top.

1. Tenders will be received by M/s Bharat Heavy Electricals Ltd, Main hospital, Ranipet-6 up to 14:00 Hrs of 11.10.2024 in the prescribed form and will be opened on 11.10.2024 at 14:30 Hrs. or immediately on receipt of the offer in the presence of tenderer or their agent, who may choose to attend, with authorization letter from the tender.
2. Tenders must be submitted in sealed covers and should be addressed to DM/MEDICAL, BHEL/BAP/MAIN HOSPITAL/RANIPET, with full name and address of the tenderer and the name of the work being super scribed on the cover

IMPORTANT NOTE

3. The tender shall be submitted as given below.
 - Cover-1: Signed copy of tender document
 - Cover-2: Price Bid in BHEL Format

Each of the above covers shall be super scribed with tender number, respective cover content detail Technical bid, Price bid and with full name and address of the tenderer.

Finally, both the covers shall be put in one single large cover and super scribed with the tender number, due date, name of the supply and with full name and address of the tenderer.

All entries in the tender documents should be in one ink. Erasures and over-writings are not permitted. All correspondences and insertions should be duly signed by the tenderers concerned.

4. Tenderers should fill their rates in figures and words in the blank spaces provided for this purpose in the schedule of rates format enclosed along with these documents and also sign each and every page of the tender documents.
5. Tenderer has to put sign and seal at the bottom right side in all the pages of tender documents.
6. The tenderer should fill and sign the "checklist of this Tender document" which forms part of the technical bid.
7. Earnest Money Deposit (EMD) amount: NIL
8. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or other wise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
9. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
10. The rates quoted in the tender shall remain valid for a period of three months from the date of technical bid opening for acceptance by BHEL. No unsolicited revision in the tender offer shall be entertained after opening of tenders and till expiry of the validity period.
11. Tenders submitted by post should be sent through "REGISTERED POST WITH ACKNOWLEDGEMENT DUE/Speed Post/Courier". The tender should be posted with due allowance for any delay in postal delivery. The tenders received after the due date and time schedule specified in the tender will not be considered for further processing.
12. If the vendor deliberately, gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, Bharat heavy Electricals Limited reserves the right to reject such tender at any stage.
13. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.



Dy. Manager / MEDICAL

(ISSUING OFFICER)

Dr. K. PRADHEEP, MS., DNB., MNAMS., (ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

14. The tender documents must be signed physically / digitally by Director / Partner of the Firm or by the person holding the Power of Attorney on behalf of the Firm concerned. In the latter case, a copy of Power of Attorney, duly attested by a Notary Public must accompany the tender.
15. The tender schedule, and the tender shall be deemed to form an integral part of the contract to be entered into for this work/service/supply.
16. Tender can be cancelled at any stage due to unavoidable circumstances.
17. The evaluation currency for this tender shall be INR.
18. Multiple Bids: -
19. The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:
 - a) Two bids by the same party-
 - b) If one bidder is the affiliate of another bidder.


For the purpose of this clause "Affiliate" shall mean with respect to any person, any other person that directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such person, or is a director/ member/ office/ employee of such person or of any person who would otherwise qualify as an affiliate of such person pursuant to this definition.

"Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity.

20. Offers of the Contractors/Suppliers, against whom, any unit of BHEL had initiated process for "Suspension of Business Dealings" or already done will summarily be rejected.
21. If at any stage, the document(s) submitted by contractor is/are found incorrect/ false/ manipulated, the necessary action will be taken by BHEL against contractor as per the "Guidelines for suspension of Business dealings".
22. Suspension of Business dealings with Suppliers:

Any supplier against whom action has been initiated under "suspension of business dealings with suppliers" are not qualified to participate in this tender. Before submitting offer, prospective bidders are advised to visit our web-site www.bhel.com / supplier registration to familiarize themselves with BHEL's policy and procedures of Suspension of Business Dealings with Suppliers. Submission of offer shall be deemed to be evidence of the Bidder to have read and understood the above said policy.
23. Treatment of Debarment / Under-performing Vendors:

Any supplier who has been put on "Debarment" from having business dealings with BHEL, Ranipet or any other unit of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected and sent back. During the processing of tender, if any unit of BHEL puts a supplier on "Debarment" then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.
24. In quoting the rates, the tenderers are advised to take into account of all the factors including any fluctuations in the market rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
25. Any deviation to this tender terms & conditions and schedules of this tender will lead to total rejection of the offer submitted.
26. The tenderers can visit BHEL on working days during office working hours for any clarifications before submitting their offer.
27. BHEL reserves the right to reject any tender on the basis of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.


Dy. Manager / MEDICAL
(ISSUING OFFICER)

Dr. K. PRADHEEP, MS., DNB., MNAMS., (ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

28. Incomplete offers shall become liable for rejection.
29. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in acceptance with the tender conditions laid down by the Accepting Officer, are liable for rejection.
30. If a tenderer expires after submission of his offer, the Bharat Heavy Electricals Ltd., may be at their discretion to reject such offer.
31. BHEL reserves the right to negotiate with L1 bidder.
32. Tenderers shall not increase their quoted rates in case BHEL negotiate for reduction of rates, such negotiations shall not amount to cancellation or withdrawn of the original offer and the rates originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
33. The tenderer should be present if called for negotiation. In case, the tenderer's authorized person is attending the negotiation such person should have the authorization letter and he should be capable of taking spot decisions.
34. MSE CLAUSE: - MSE bidders can avail the intended benefits only if they submit attested copies of UDYAM Certificate, along with the offer. No benefit shall be applicable for this enquiry if required documents are not submitted before price bid opening.
35. Discrepancy in "words "& "Figures ":
- If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
36. The tenderers are requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
37. BHEL will not be bound by any Power of Attorney granted by the tenderer or on their behalf or changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
38. The general and special conditions of contract are complementary to each other and where there is a conflict, the special conditions shall prevail. In regard to matters not covered by the General or Special Conditions of Contract, those contained in the specifications approved by BHEL shall apply.
39. The "GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND SPECIAL CONDITIONS OF CONTRACT" shall be deemed to form an integral part of contract for the work to be entered into.
40. If a ring formation is suspected, BHEL may reject all offers or retender or call new sources who have not been contacted or responded against this tender.



Dy. Manager / MEDICAL
(ISSUING OFFICER)
Dr. K. PRADHEEP, MS., DNB, MNAMS, (ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

41. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
42. All the information as called for in the various clauses and annexure of tender specification should be furnished. The details so furnished should be complete in all respects and as per the formats prescribed in the Tender specification (Statutory requirement of Contract). The bidder may have to produce original documents for verification, if so decided by BHEL.
43. Offers received with any deviation or without relevant information are liable to be rejected.
44. AGREEMENT: The tenderer after award of work by BHEL through letter of intent/PO shall execute an agreement in the form and the manner as specified by BHEL on non-judicial stamp paper of value not less than Rs.100.00. The cost of stamp paper will be borne by contractor.
45. STAMPING THE AGREEMENT: The expenses of completing and stamping the agreement are borne by the contractor.



Dy. Manager / MEDICAL
(ISSUING OFFICER)

Dr. K. PRADHEEP, Ms., DNB., MNAMS., (ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. BHEL reserves the right to use the driver as per requirement.
2. The tender will be finalized awarded to L1 bidder based on the overall cost to BHEL.
3. Conditional tenders are liable for rejection. No conditions shall be acceptable after tender opening or during negotiation. If tender is cancelled due to conditions imposed by the tenderer after tender opening, offer will be rejected & the tenderer will be delisted.
4. The contractor should not sub-contract the works.
5. Delivery period: The delivery period shall be 02 days from the date of acknowledging receipt of cylinder at vendor premises.
6. Contract validity: Rate contract (frame work agreement) will be valid for a period of ONE year from the date of award (LOA). Purchase order will be released within the validity of RC as per BHEL requirement. 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.
7. **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.
8. Payment Terms: 100% direct EFT payment within 90 days from the date of receipt of items at BHEL Medical stores, Ranipet and acceptance of medicines based on original / copy of self-attested Lab batch test reports. For MSE vendor payment will be within 45 days & for Medium Enterprises payment will be within 60 days. Any deviation in the above payment terms or any other Payment terms will not be accepted.
9. GST:
Registration & GST Rate
 - (i) Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
 - (ii) Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
 - (iii) Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment



Dy. Manager / MEDICAL
(ISSUING OFFICER)
Dr. K. PRADHEEP, MS., DNB., MNAMS., (ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

- (iv) The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
- BHEL-RANIPET GSTIN: 33AAACB4146P2ZL or GSTIN of BHEL Nodal Agency as mentioned in NIT or informed subsequently.
 - HSN Code or Service Accounting Code for supply of goods or services.
 - Name & address of supplier
 - GSTIN of Supplier
 - Consecutive Serial Number & date of issue
 - Description of goods or services
 - Total value of supply
 - Taxable value of supply
 - Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - Amount of Tax charged
 - Place of supply
 - Address of delivery if different from place of supply
 - Signature of authorized signatory
- (v) Reimbursement of GST (if applicable) to the vendor is contingent upon complying with the following condition by the service provider: -
- Uploading the onward GST Return (GSTR-1) in GSTN Network portal within the statutory time period.
 - Discharging the GST tax liability to the Government.
 - Submission of Tax Invoice to BHEL.
 - Submission of proof of payment of GST to BHEL.

Penalty for Non-compliance of GST Act

- (vi) Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.
- Anti-profiteering Measure
- (vii) Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.

Other Provision

- (viii) The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (Part-B).
- (ix) All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
- (x) The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
- (xi) In case any changes in taxes and duties as per Gov. Notification (including GST), the same shall be applicable from time to time. But if the variation is effective during the delayed/extended period of execution for reasons attributable to the vendor, the same shall be borne by the vendor only. The required compliance under relevant statute shall be carried out.



Dy. Manager / MEDICAL
(ISSUING OFFICER)

Dr. K. PRADHEEP, Ms., DNB., MNAMS., (ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

- (xii) If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

Sl. No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	



Dy. Manager / MEDICAL
(ISSUING OFFICER)

Dr. K. PRADHEEP, Ms., DNB., MNAMS., (ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.

DECLARATION

I/We M/s.

have read and clearly understood all the Terms and conditions in Tender Schedule of Ref. No. MED2024-02, DT: 24.09.2024 and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and that no new conditions are imposed by us in the technical / price bid. I understand that in the event of imposing any condition in the technical / price bid by me/we, such condition would be ignored by BHEL and only the Tender conditions and price bid will be considered for the purpose of evaluation”
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- Ranipet or any other BHEL Unit.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor /common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, apart from disqualification to participate further in the present tender, BHEL will have the right to initiate appropriate action including legal proceedings / termination of contract, recovery of damages, penalties etc. as may be deemed fit.
- I/We declare that none of the proprietors/directors/ partners are guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings
- I / We, do hereby declare that there is no case with the Police/Court/Regulatory authorities against the proprietor/firm/partner/director pursuant to a charge sheet framed/filed. Also I/We have not been suspended / delisted / blacklisted by any other Govt. Department/ Ministry /Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or none of the proprietors/directors/ partners are involved in any scam or disciplinary proceedings settled or pending adjudication pursuant to a charge sheet framed/filed.

PRICE BID

Sl. No.	Nature of supply	Rate Per Cylinder or Filling Of Medical Oxygen In Type B BHEL Cylinders
01	FILLING & SUPPLY OF MEDICAL OXYGEN IN TYPE B BHEL CYLINDERS.	Rs. -----/- (Rupees only)
02	Applicable rate of GST in percentage	_____ %
03	Applicable amount of GST	_____/-
04	Total Rate Per Cylinder For Filling Of Medical Oxygen In Type B BHEL Cylinders	_____/- (Rupees in words..... only)



Dy. Manager / MEDICAL
(ISSUING OFFICER)

Dr. K. PRADHEEP, MS.,DNB.,MNAMS.,(ENT)
DEPUTY MANAGER / MEDICAL
BHEL HOSPITAL, RANIPET - 632 406.