



ISO 9001 Company

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

(High Pressure Boiler Plant)

MEDICAL DEPARTMENT

Tiruchirappalli – 620014, TAMIL NADU, INDIA

NOTICE INVITING TENDER

Subject: Procurement of spot/LP medicines required for BHEL Main Hospital & RSK Dispensary- Trichy for a contract period of two years.

Tender will be operated on **two-part bid** basis. Offer should be submitted through **BHEL E-PROCUREMENT PORTAL** <https://eprocurebhel.co.in/> only. Offers in any other mode such as sealed cover bids / e-Mails / FAX / Manual 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:31:SPOT:RC 23-25
2	Tender Issue date	11.08.2023
3	Last date & time for offer submission	21.08.2023; 12:00 Hrs
4	Date & time of Part 1 opening	21.08.2023; 15:00 Hrs. (Change in opening date, if any, corrigendum/s will be issued.)
5	Part 2 (Price bid) opening	will be intimated separately to techno commercially Qualified vendors through system generated email from E-procurement system.

This two-part bid e-tender consists of the following documents:

PART 1: Techno– Commercial bid (Annexure A - Section I to VI)

01. Qualifying Criteria (Section I)
02. Vendor details (Section II)
03. Terms and Conditions (Section III)
04. Bank Guarantee format (Section IV)
05. Self-Certification as per Make in India Clause (Section V)
06. Integrity Pact (Section VI)

PART 2 (Price bid): Duly filled in Price Schedule (BoQ) as available in portal. (To be attached in Price bid attachment Section in NIC portal). Vendor should not change the price bid (BoQ) format. Any other document uploaded in the price bid, apart from tendered Price schedule, shall not be taken into cognizance for evaluation & liable offer rejection.

For any query contact Land line: 0431- 2571906, 2577072, 2574102

E-mail: medsurstores1@bhel.in , medstores@bhel.in , gmuru@bhel.in , hemalatha@bhel.in

E-Procurement System:

Terms and Conditions for Tender Published Through Eps

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

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. 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>.

For any other queries on <https://eprocurebhel.co.in>, vendor shall contact Mr. Peter Raj (Mob.No.9942069052).

Tender Ref : HPBP:MED:STD:31:SPOT:RC 23-25

Vendor compliance for ANNEXURE - A

S/no	Terms	Vendor response
1	Submission of filled Qualifying Criteria (Section I)	Yes /No
2	Submission of filled vendor details (section II) with sign & seal	Yes /No
3	Submission of acceptance for Techno commercial Terms and conditions duly signed and stamped on all pages. (Section III)	Yes /No
4	Submission of acceptance for Bank Guarantee format duly signed and stamped on all pages. (Section IV)	Yes /No
5	Submission of filled Self-Certification (section V) in company letter head with sign & seal	Yes /No
6	Submission of filled Integrity Pact (section VI) with sign & seal	Yes /No
7	Whether vendor belongs to MSE category ; If yes, submit copy of Udyam Registration certificate.	Yes /No

Note: By signing Annexure A , the vendor consents that the terms & conditions accepted, in this Annexure-A alone, shall be binding between BHEL and the Vendor; Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored.

Vendor sign & seal

Note: Vendor shall submit filled compliance sheet along with offer.

ANNEXURE A

PART 1 (Techno – Commercial bid)

Annexure A consists of following documents:

- SECTION I - Qualifying Criteria
- SECTION II - Vendor details
- SECTION III –Terms and Conditions
- SECTION IV - Bank Guarantee format
- SECTION V - Self-Certification as per Make in India Clause
- SECTION VI - Integrity Pact

All the above documents shall be filled-up (wherever necessary) with sign & seal of company on all pages and uploaded along with PART1 offer.

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SECTION-I**QUALIFYING CRITERIA**

slno	Description	vendor's compliance
1	The Vendor should supply only specific BRANDED MEDICINES having minimum 1-year expiry against BHEL requirements and shall be based on "DOOR DELIVERY" basis to our Stores. In case of change of Brand, BHEL Doctor's approval must be obtained.	
2	The vendor should submit valid copy of certificate of renewal of license to sell, stock or exhibit for sales of distribute drugs (Form 21-C) from authorized License authority.	
3	The supply point should be located within 50 KM. radius from BHEL MAIN HOSPITAL – Trichy – 620 014.	
4	The Supplier if finalized for the contract must agree for executing a BANK GUARANTEE for a value of 3% of the total contract value finalized for that Particular vendor.	

Vendor Signature & Seal

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VENDOR DETAILS

S/no	PARAMETER	VENDOR TO SPECIFY
01	Name of the Vendor	
02	Pan No & GST Account No	
03	Registered / Head Office Full Address	
04	Registered / Head Office Contact Person's Name details/ Phone No / Mobile No / e-mail id	
05	Local Supply Point Full Address	
06	Local Supply Point / Contact Person's Name details/ Phone No / Mobile No /e-mail id	
07	Distance of the Local Supply Point from the BHEL HOSPITAL in KM	
08	Already supplying to BHEL Unit if any specify.	
09	Any other certificates regarding similar supply to other institutions if any.	

VENDOR SIGNATURE & SEAL

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BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI 620 014
MEDICAL DEPARTMENT

Procurement of spot/ LP medicines required for BHEL Main Hospital & RSK Dispensary- Trichy for a contract period 02 years (spot 23-25)

THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER. FAX / E MAIL OFFERS WILL NOT BE CONSIDERED. OFFER SHOULD BE SUBMITTED THROUGH EPROCUREMENT PORTAL <https://eprocurebhel.co.in> only. OFFERS IN ANY OTHER MODE WILL NOT BE ACCEPTED.

The tender will be operated on Two Part bid basis. PART 1 (Qualifying Criteria, Techno commercial bid) & PART 2 (Price bid). Price offer shall be submitted in the "Price bid (BoQ) format" enclosed in the e-procurement portal.

Terms & Conditions

This rate contract is for two years with a view to arrange procurement of medicines required for diseases like cardiac, diabetic, hypertension, ophthalmology, dermatology, cancer, Anaesthesia, psychiatric, Paediatric, antibiotics etc. for BHEL pharmacy / stores BHEL HOSPITAL, Kailasapuram, Trichy & RSK Dispensary, Trichy.

Consolidated list of medicine prescriptions / requirements has to be collected from Pharmacy / store, BHEL Hospital / Kailasapuram & pharmacy BHEL RSK Dispensary/Thillai Nagar/ Trichy and handover these items to the concerned on day to day basis along with the bills (to be submitted in triplicate).

Pharmacy / stores at the time of receipt of above items will check as per requirements including MRP. Tentative value of purchase (Spot/Local purchase) is expected to be **Rs.300 Lakhs for two years** approximately. The value may vary as per actual requirements.

Considering the above, vendor shall submit the most competitive offer through open tender indicating maximum % of discount on MRP of above required medicines. Rate contract will be finalized with one supplier who can offer maximum % of discount on MRP and ensure regular supply to BHEL HOSPITAL TRICHY for a period of two years.

Quotation must comply with the terms and conditions listed below:

1. The offer shall indicate % of discount on MRP only.
2. The offer should only be for Branded Products having minimum 1-year expiry against our requirements and shall be based on "DOOR DELIVERY" basis to our MEDICAL STORES / PHARMACY of BHEL MAIN HOSPITAL, Kailasapuram and RSK Dispensary / Trichy. In case of change of Brand, BHEL Doctor's approval must be obtained.
3. Discount % quoted shall be "FIRM" during the tenure of rate contract (two years) and no change shall be allowed.
4. Offers for partial value is not acceptable to BHEL. Such partial offers will not be considered in our Enquiry. The Vendors have to furnish their offers only for full value of 300 Lakhs for 2 years as indicated in the tender document.

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5. Please identify a person in your company with full correspondence address, Telephone number, Mobile No, Fax No and Email ID for contacting regarding supply of medicines, any Clarification and correspondence as per enclosed Annexure A.
6. Payment term: 100% payment shall be made within 90 days after receipt at BHEL'S Stores/Trichy and acceptance of medicines. 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.
7. Integrity pact: Filled & Signed Integrity Pact (IP) should be furnished along with the offer as per attached format (Ref Annexure A).
8. Bank Guarantee (BG): 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 contract value. 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. Instead of BG, fixed deposit receipt for this value (in the name of BHEL) can also be furnished.

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) and settlement of all dues of the contract. Security deposit (BG) should be necessarily available before processing of First Bill of the vendor.
9. Liquidated damages: 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.
10. Offer validity: Offers should be valid for a period of 120 days from the date of Techno-Commercial bid (Part-I) opening.
11. The vendor shall comply with and submit filled Annexure A documents (section I to VI) duly sign & stamp in all pages for qualifying PART1.
12. Offers not meeting Qualifying criteria will not be considered further for evaluation. Vendor offers will be considered for PART 2 (Price bid) opening subject to the fulfilment of pre-qualification criteria and techno-commercial suitability. Qualified bidder's Price Bid will be opened on a later date with prior intimation through system generated email from BHEL e- procurement system.
13. Technical / commercial clarification, if any, will be initiated through email; vendor to respond to the clarifications within 3 working days. If the vendor fails to respond, even after two reminders, then the vendor will be considered as non-responsive and is liable to be rejected.
14. The vendor who quoted maximum discount on MRP is L1 bidder.
15. L1 Tie breaking: 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.

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16. Reverse Auction: Reverse auction is not applicable for this tender.
17. Rate contract will be finalized with one supplier who can offer maximum % of discount on MRP. After finalisation of contract, BHEL will place order at the time of requirement for medicines through mail. Vendors should acknowledge and intimate the status of the availability and MRP of the items through reply mail.
18. One original and two copies of Invoices / Bills are to be sent along with the consignment while dispatching the materials. Supply without invoice will not be accounted and payment processing will not be done.
19. The supply of the items should be done on the Same day/ Next day.
20. Normal expiry date of all the drugs should be minimum one year at the time of Supply.
21. For nearing expiry drugs, Vendor will have to replace one month before the expiry of the drugs.
22. MSE vendor: Payment for MSE indigenous bidders will be as per MSMED Act, 2006. Vendor to submit Udyam Registration Certificate to validate MSE status.
23. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. Any deviation in specified commercial terms- 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 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.
24. 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.
25. Proper packing is to be ensured and MRP shall be visibly shown.
26. Contract validity: A Contract shall be entered into with L1 vendor and the contract thus signed shall be valid for ordering of medicines up to 24 months from the date of Contract finalization. Moreover, validity of contract is subject to further extension with mutual consent. Order 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.
27. Risk Purchase Clause:
 - a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
 - b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.

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c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:

- i. from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
- ii. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

28. BHEL reserves the right to terminate the Rate Contract at any point of time without assigning any reasons thereof.
29. In case a vendor is not having any item, has to procure from other sources and supply to us as per terms and conditions.
30. Any changes to supplier's quotation if intimated after tender opening will not be considered.
31. Bid should be free from correction, overwriting, using corrective fluid. etc. Any inter lineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid.
32. The bidder has to keep track of any changes by viewing the addendum / Corrigendum issued by the Purchaser on time-to- time basis in the BHEL website. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
33. The bidders shall sign on all the statements, documents, certificates submitted by him, owning responsibility for their correctness /authenticity.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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.
 - Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.

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- Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India.
39. 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.
40. Fraud Prevention Policy: The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
41. 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
42. Subletting:
- The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 - The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 - 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.
43. GST conditions for 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 code (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

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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.

44. Make in India: “For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier / Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), order 2017 dated 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT). In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”.

Vendor to submit Self-certification in Letter head indicating the percentage of Local content as per given format.

45. Orders issued by Govt. of India with respect to Restriction under Rule 144 (xi) of GFR 2017 on will be applicable for this tender. In case of subsequent orders issued by Govt. of India in this regard, the same shall be applicable even if issued after issue of this NIT.

46. Force Majeure Clause:

- a) 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.
- b) 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.

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- c) 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.
- d) 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.

47. The below Annexure A documents shall be filled-up (wherever necessary) with sign & seal of company on all pages and uploaded along with PART1 offer.

- 01. Qualifying Criteria (Section I)
- 02. Vendor details (Section II)
- 03. Terms and Conditions (Section III)
- 04. Bank Guarantee format (Section IV)
- 05. Self-Certification as per Make in India Clause (Section V)
- 06. Integrity Pact (Section VI)

48. After finalization of contract, an agreement with BHEL, containing BHEL Terms & Conditions given in Annexure A 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 Medical stores /BHEL Main hospital for the acceptance of the same.

By signing this Annexure A, the vendor consents that the terms & conditions accepted, in this Annexure-A alone, shall be binding between BHEL and the Vendor; Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored.

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SECTION-IV**PROFORMA OF BANK GUARANTEE (in lieu of SECURITY DEPOSIT)**

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at "BHEL House", SIRI Fort, New Delhi 110 049 **1** through its Unit at High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (name of the Unit) having agreed to exempt (Name of the Vendor / Contractor / Vendors) with its registered office at _____ **2** (hereinafter called the said "Contractor" which term includes vendors), from demand under the terms and conditions of the Contract reference No. _____ dated _____ **3** valued at Rs.....**4** (Rupees -----)4 (hereinafter called the said Contract), of Security Deposit for the due fulfilment by the said Contractor of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____ **5** (Rupees _____ only),

we ____ (indicate the name and address of the Bank) having its Head Office at _____ (address of the head Office) (hereinafter referred to as the Bank), , at the request of _____ [Contractor(s)], being the Guarantor under this Guarantee, do hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer, , an amount not exceeding Rs. _____ without any demur, immediately on demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand

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. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.

We, 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 Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied & the Employer certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said contractor(s) or acceptance of the final bill or discharge of this guarantee by the Employer, whichever is earlier. This guarantee shall initially remain in force upto and including _____ **6** and shall be extended from time to time for such period as may be desired by the Employer. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ **7**, we shall be discharged from all the liability under this guarantee thereafter.

We, ____ (indicate the name of the Bank) ____ further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said contractor(s) from

[Type here]

time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract 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 Employer or any indulgence by the Employer to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed..... 5
- b) This Guarantee shall be valid up to6
- c) Unless the Bank is served a written claim or demand on or before _____7 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

Date _____ Day of _____
for ____ (indicate the name of the Bank) ____

(Signature of Authorized signatory)

- 1. ADDRESS OF THE EMPLOYER. I.e Bharat Heavy Electricals Limited
- 2. ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- 3. DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- 4. CONTRACT VALUE
- 5. BG AMOUNT IN FIGURES AND WORDS
- 6. VALIDITY DATE
- 7. DATE OF EXPIRY OF CLAIM PERIOD (expiry of claim period shall be kept 3-6 months after validity date)

Note: 1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.
2.The BG should be on Non-Judicial Stamp paper/ e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/ e-stamp paper shall be purchased in the name of Vendor/ Vendor/ Vendor/ Bank issuing the guarantee.

[Type here]

Self-declaration

Enquiry No.	HPBP:MED:STD:31:SPOT:RC 23-25
Enquiry Date	11.08.2023

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 & Fertilizers.

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:

Date:

Place:

(Please fill all the yellow color field)

[Type here]

SECTION-VI**Integrity Pact (IP)**

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

S/no	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

No routine correspondence shall be addressed to the /EM (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:

Name	C Hemalatha	G Murugesan
Dept	DGM/ Medical	Dy Manager /Medical
Phone	0431-2574102	0431-2577072
E mail:	hemalatha@bhel.in	gmuru@bhel.in

[Type here]

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for Tender ref: HPBP:MOD:STD:31:SPOT:RC 23-25 Dt: 11.08.2023

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

h. Deepy 11/9/23

 For & On behalf of the Principal
 (Office Seal)

G. MURUGESAN
 Dy. Manager / Stores
 BHEL Main Hospital
 Trichy - 620 014

Witness: *P. Ramesh*
 (Name & Address) **P. RAMESH**
ASST.OFFICER-I / PHARMA
PURCHASE / STORES
BHEL MAIN HOSPITAL
TRICHY - 620 014.

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

Witness: _____
 (Name & Address) _____