

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA



AN ISO 9001

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TENDER DOCUMENT FOR RATE CONTRACT FOR PROCUREMENT OF SPOT/LP MEDICINES FOR BHEL MAIN HOSPITAL & RSK DISPENSARY – TRICHY

Tender Ref & Date	HPBP:MED:STD:31:SPOT/RC/22 – 24 dt : 15.07.2022
Due date & Time for receipt of offer	05.08.2022 , 12:00 hrs
PART1 opening on	05.08.2022, 14:00 hrs (Change in opening date, if any, corrigendum/s will be issued.)
PART2 opening	The date/ time of price bid opening will be intimated to the techno-commercial qualified bidders separately.
Offer should be addressed to	OFFICER/PURCHASE/STORES, BHEL MAIN HOSPITAL, KAILASAPURAM, TRICHY – 620 014 (Tamil Nadu).

Offer is invited for the supply of SPOT /LP medicines for BHEL Main Hospital, Trichy & BHEL RSK Dispensary, Thillai nagar– Trichy.

<p>Please visit our website: https://www.bhel.com/</p> <p>Click on the above web link for details. All Corrigenda/addenda/amendments/time extensions /clarifications, etc. to the tender will be hosted on above website(s) only and will not be published in any other media. Bidders should regularly visit above website(s) to keep themselves updated</p>	<p>Yours faithfully, For Bharat Heavy Electricals Limited G Murugesan Sr Engineer/Stores/Medical, Stores/Main Hospital, Bharat Heavy Electricals Ltd., Tiruchirappalli-620014, Tamilnadu. Ph: 0431- 257 7072 Email: gmuru@bhel.in</p>
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Enclosure: Tender documents – Annexure I to VII & Price bid (Annexure VII)

NOTE: Offer shall be submitted in two separate covers as **Technical Bid** (Annexure I to VI) in **one cover** and **Price Bid** (Annexure VII) in **separate cover**. All the pages of documents are to be duly filled wherever necessary, signed and stamped by authorized signatory of the company.

“PART I (Technical Commercial BID)” shall be written as Title on the Technical Bid cover and “PART II (PRICE BID)” shall be written as Title on the Price bid cover. Both the Technical bid and Price bid sealed covers are to be put in a bigger cover which should also be sealed and “TENDER DOCUMENTS for Tender Ref: ----- ” shall be written as title on the cover.

Your offer should reach us before the due date & time; may send your offer in person / courier /post. BHEL will not accept the offer receipt, after due date time.

Your offer should be addressed to:

**OFFICER/PURCHASE/STORES,
BHEL MAIN HOSPITAL,
KAILASAPURAM,
TRICHY – 620 014 (Tamil Nadu).**

Annexure I

Tender ref : HPBP:MED:STD:31:SPOT/RC /22 –24 dt : 15.07.2022

QUALIFYING CRITERIA

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.

BANK GUARANTEE FOR PERFORMANCE SECURITY

(Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s))

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

IFSC AND MICR CODE

Dear Sirs,

1. 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 _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) (VENDOR CODE) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

2. we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first 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.

3. 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. _____.

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

5. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

6. We thebank 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/satisfactory completion of the performance guarantee period as per the terms of the 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 or discharged.

7. We.....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 Vendor / Contractor / Supplier from 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 Vendor / Contractor / Supplier 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 reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier 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.

8. 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 Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier's liabilities.

9. This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

10. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier 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.

11. Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

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

13. 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.....⁶

- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before (minimum 3 to 6 months from the expiry date ⁸ 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.

14. 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.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

BANK EMAIL ID:

BANK PHONE NO:

AUTHORISED SIGNATORIES CELL PHONE NO:

BANK FAX NO:

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Consortium Bank list for PBG

Sl.	Name of the bank	
1	State Bank of India	
2	Canara Bank	
3	Axis Bank	
4	Bank of Baroda	
5	Central Bank	
6	Citi Bank N.A.	
7	Deutsche Bank **	
8	Exim Bank	
9	Federal Bank Limited	
10	HDFC Bank Limited	
11	Hongkong and Shanghai Banking Corporation Ltd	
12	Indian Bank	
13	ICICI Bank Limited	
14	IDBI Bank Limited	
15	IndusInd Bank Limited	
16	Indian Overseas Bank	
17	Kotak Mahindra Bank Limited	
18	Punjab National Bank	
19	RBL Bank Ltd.	
20	Standard Chartered Bank	
21	Union Bank of India	
22	Yes Bank Limited	
	TOTAL	

Annexure-III

Tender ref : HPBP:MED:STD:31:SPOT/RC /22 –24 dt : 15.07.2022

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI 620 014
MEDICAL DEPARTMENT

Procurement of SPOT/LOCAL PURCHASE MEDICINES-Required for BHEL Main Hospital & RSK Dispensary- Trichy for the year 2022-2024

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 the above 2 categories 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, the vendors 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. In case a vendor is not having any item, he has to procure from other sources and supply to us as per terms and conditions.
4. Discount % quoted shall be "FIRM" during the tenure of rate contract (two years) and no change shall be allowed.
5. 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.
6. Quotations sent by Telex, Mail & Fax will be ignored and rejected.
7. Voluntary quotation if any and late offers will not be considered for further Processing.
8. In the event of reduction of prices, after the tender opening date/ during contract Period, the benefit should be passed on to BHEL.
9. 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 IV.
10. Please indicate your full correspondence address with Contact person name, Telephone no, Mobile no, Fax no, Mail Id, for supply, billing, execution and receipt of payment from BHEL Hospital Trichy as per Annexure IV.
11. The vendor shall comply with and submit filled all the documents (ANNEXURE I to VI) duly sign & stamp in all pages for qualifying PART1. Offers not meeting the above will not be considered for further evaluation. Vendor offers will be considered for price bid (PART 2) opening subject to fulfilment of techno commercial suitability.
12. 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.
13. 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.
14. The bidders shall sign on all the statements, documents, certificates submitted by him, owning responsibility for their correctness /authenticity.
15. Rate contract will be finalized with one supplier who can offer maximum % of discount on MRP. After finalisation of contract, BHEL will place Purchase 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.
16. The supply of the items should be done on the Same day/ Next day.

17. Normal expiry date of all the drugs should be minimum one year at the time of Supply.
18. For nearing expiry drugs, Vendor will have to replace one month before the expiry of the drugs.
19. 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.
20. Liquidated damages: Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the total order value per week of the delay or part thereof subject to a maximum of 10% of the total order value.
21. 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.
 - 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.
22. 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.

23. 100% payment shall be made within 90 days after receipt at BHEL'S Stores/Trichy and acceptance of medicines. Payment for MSE indigenous bidders will be as per MSMED Act, 2006.

24. Integrity pact: Signed Integrity Pact (IP) should be furnished along with the offer as per attached format (Ref Annexure VI for more details)

25. Bank Guarantee (PBG):

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

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

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

26. 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.
- Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India.

27. 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 I to VI, 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 I to VI 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.

28. 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.

29. Proper packing is to be ensured and MRP shall be visibly shown.
30. Contract validity: A Contract shall be entered into with L1 vendor and the contract thus signed shall be valid for ordering up to 24 months from the date of first PO in the Contract. 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.
31. BHEL reserves the right to terminate the Rate Contract at any point of time without assigning any reasons there-of.
32. 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.
33. 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.
34. 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.
35. 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.
36. 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.
37. 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.
38. 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
39. 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.

40. 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 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.

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

- At least 25% of the tendered quantity is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.
- Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- Ministry of MSME has given following definition of MSE owned by SC/ ST:
 - In case of proprietary MSE, proprietor(s) shall be SC/ ST.
 - In case of partnership MSE, the SC/ ST partners shall be holding at least 51% shares in the unit.
 - In case of Private limited companies, at least 51% share shall be held by SC/ ST promoters.
- Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s. (The definition for MSEs owned by Women Entrepreneurs is clarified as:
 - i) In case of proprietary MSE, proprietor shall be woman.
 - ii) In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.

iii) In case of private limited companies, at least 51% share shall be held by the women promoters.

- In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- **As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME MSE suppliers can avail the intended benefits if they submit along with the offer UDYAM CERTIFICATE.**
- If UDYAM CERTIFICATE is not available, bidder can submit Udyog Aadhar Memorandum (UAM) number along with attested copy of a CA certificate (Format enclosed**) applicable for the relevant financial year (latest audited) or attested copies of either EM II certificate having deemed validity (five years from the date of issue in acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure III - I where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bids at par with other bidders. SC/ST bidder should submit attested cast certificate from competent authority. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. However, credentials of all MSE supplier will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL
- In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., and in case MSE quoting price within price band L1+15.00% may be awarded for full/complete supply of the item/s considering spirit of policy for enhancing the Govt. procurement from MSE seller subject to acceptance of L1 price by MSE vendor.

- If L1 is from a Micro/Small enterprise, the 25% earmarking provision is not applicable and 100% quantity will be ordered on respective L1 source.
- In the event of more than one vendor becoming L1 for any of the item, the enquiry quantity for the items will be shared equally among all the L1 vendors.
- **“As per MSME office memorandum F. No. 1(2)(1)/2016-MA dated 09.02.2017 Traders & Agents should not be allowed to avail the benefits extended under the PP Policy & F. No. 22(1)/2012-MA dated 24.10.2016 public procurement policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders or agents are excluded from the purview of Public Procurement Policy.” Hence traders are not eligible to avail benefits reserved for MSE bidders (Manufacturer of goods) in this tender.**
- Payment for MSE indigenous bidders will be as per MSMED Act, 2006. Vendor to submit Udyam Registration Certificate to validate MSE status.

42. **Preference to Make in India:**

This tender is published to procure goods from manufacturers or their dealers or their traders those who are Class I local supplier and Class II local supplier as per latest applicable Public Procurement (Preference to Make in India) order and who are eligible to participate as per latest General Financial Rules (GFRs) 2017 Office memorandum F. No. 6/18/2019-PPD dated 23rd July 2020 from Ministry of Finance, Department of Expenditure, Public Procurement Division. Purchase preference to class I local supplier is applicable in this tender as per Public Procurement (Preference to Make in India) order (No. P-45021/2/2017-PP (BE-II) Dt:04/06/2020).

“For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier / Non-local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), order 2017 dated 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”.

43. **As per GFR Rules:**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this order shall be the Registration Committee constituted by the DPIT.

II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. “Bidder from a country which shares a land border with India” for the purpose of this Order means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An India (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. Bidder participating in this tender should self-certify regarding their compliance with this order as given in **Annexure V**. If such certificate given by a bidder whose bid is accepted is found to be false,

this would be a ground for immediate termination and further legal action in accordance with the law.

44. 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.
- 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.

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

46. Offer shall be submitted in two covers as Technical Bid (Annexure I to VI) in one cover and Price Bid (Annexure VII) in separate cover.

All the pages of documents are to be duly filled wherever necessary, signed and stamped by authorized signatory of the company.

"PART I (TECHNICAL BID)" shall be written as Title on the Technical Bid cover and **"PART II (PRICE BID)"** shall be written as Title on the Price bid cover.

Both the Technical bid and Price bid sealed covers are to be put in a bigger cover which should also be sealed and "TENDER DOCUMENTS OF HPBP: NIT Ref:-----" shall be written as Title on the cover.

Your offer should be addressed to:

**OFFICER/PURCHASE/STORES
BHEL MAIN HOSPITAL
KAILASAPURAM
TRICHY – 620 014 (Tamil Nadu)**

After finalization of contract, an agreement with BHEL, containing BHEL Terms & Conditions given in Annex III of the tender documents 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 Manager/Stores/BHEL Main hospital for the acceptance of the same. Two copies of this agreement bond shall be prepared (one copy to BHEL & one copy to vendor). The contract will be entered into with the vendor only after signing the agreement. Purchase Orders will be released only after the finalization of contract and agreement.

NOTE: Documents are to be submitted along with technical bid (Part-1)

VENDOR SHALL FILL, SIGN & STAMP THE FOLLOWING ANNEXURES.

01. Qualifying Criteria (Annexure I)
02. Bank Guarantee Format (Annexure II)
03. Terms and Conditions (Annexure III)
04. Vendor Details with Supporting Documents. (Annexure IV)
05. SELF-CERTIFICATION as per Make in India clause (Annexure V)
06. INTEGRITY PACT (Annexure VI)

PART 2: Filled price bid (as per format Annexure VII) with sign & stamp to be submitted in separate cover.

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

For any query contact: 0431- 2571958, 2571906, 2577072, 2574102 FAX: 91 0431 2576831 E-mail: sarangam@bhel.in , medstores@bhel.in, gmuru@bhel.in, hemalatha@bhel.in

Annexure IV

Tender ref : HPBP:MED:STD:31:SPOT/RC /22 –24 dt : 15.07.2022

VENDOR DETAILS

SL. 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 /Fax No etc,	
05	Local Supply Point Full Address.	
06	Local Supply Point / Contact Person's Name details/ Phone No / Mobile No /e-mail / Fax No etc,	
07	Distance of the Local Supply Point from the BHEL HOSPITAL in KM (Point 3 of Annexure I)	
08	Pl. confirm the offer validity should be 120 days from the date of PART 1 opening.	
09	Pl. confirm the BG should be submitted as per BHEL format given in Annexure-II	

10	Confirm the Payment term as: 100% shall be made within 90 days after receipt & acceptance of items at BHEL Medical store / Pharmacy Trichy.	
11	Confirm the acceptance of Risk purchase clause as per Clause 21 of terms and conditions of the tender.	
12	Confirm the acceptance to supply the BRAND PRODUCTS as per BHEL requirements throughout the contract period of TWO YEARS at the firm quoted Discount.	
13	Already supplying to BHEL Unit if any specify.	
14	Validity of certificate of license to sell, stock or exhibit for sale or distribute drugs (FORM 21 –C) enclosed / Not	
15	Any other certificates regarding similar supply to other institutions if any.	

Vendor Authorized signatory & seal with date

/ On Bidder's office letter pad /

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Self-Declaration

Enq.No.

Enq. Date

In line with Government public procurement order Number P45021/2/2017-B.E-II dated 15.06.2017, and further modified order Number P-45021/2/2017-PP(BE-II) dt. 04.06.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT).

I / We hereby declare that I / We are 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 :

We also 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)

Annexure VI

Tender ref : HPBP:MED:STD:31:SPOT/RC /22 –24 dt : 15.07.2022

Integrity pact

a) The integrity pact attached in this tender is an integral part of commercial terms and conditions of this Tender and this must be signed and submitted along with the techno-commercial offer in token of acceptance of the conditions of the pact.

b) 'Integrity Pact' is applicable as per Govt. guidelines & all suppliers shall submit the Integrity Pact duly signed. Any offer received without this Integrity pact duly signed and stamped, will be rejected.

c) IP is a tool to ensure that activities and transactions between the company and its Bidders/Contractors are handled in a fair, transparent and corruption free manner. A panel of independent External Monitors (IEMs) have been appointed to oversee implementation of IP IN BHEL. Details of IEM for this tender is furnished below

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

d) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification

e) Please refer section -8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process. The matter may be referred to the IEM mentioned in the tender. All the correspondence with IEMs shall be done through email only.

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

Details of contact person(S):

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

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: MED: STD: 31: SPOT/RC/ 22-24 dt: 15th 07.22
for supply of SPOT/LP Drugs for BHEL MAIN HOSPITAL & RSK DISPENSARY
TRICHY

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 Independent External Monitor(s), 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:

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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. He commits himself to observe the following principles during his 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 will 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to

demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this 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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.

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- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM 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 organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP 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. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, 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 agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

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- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

h. Murugesan

G. MURUGESAN
 Sr. Engineer
 Materials Management / **BIOMEDICAL**
 BHEL, TRICHY - 620 014.

(Office Seal)

 For & On behalf of the Bidder/
 Contractor

(Office Seal)

Place BHEL, Trichy

Date 15.07.2022

Witness: *[Signature]*
 (Name & Address) A. SARANGAM.
BHEL, TRICHY - 14.

A. SARANGAM
ST. No: 2205823
ASST. OFFICER (PHARMA)
BHEL MAIN HOSPITAL
TRICHY - 14.

Witness: _____
 (Name & Address) _____

Annexure VII

Tender ref : HPBP:MED:STD:31:SPOT/RC /22 –24 dt : 15.07.2022

PRICE BID FORMAT
SPOT / LOCAL PURCHASE

Name of supplier	% of Discount on MRP (For all items)

AUTHORISED SIGNATURE & SEAL WITH DATE