

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 PART 1 offer. Also, vendor shall submit appropriate supporting documents along with offer.

Price bid duly filled as per the format in e-procurement portal. Vendor should not change the price bid (BoQ) format.

For any query contact: 0431- 2571958, 2571906, 2577072

E-mail: medstores@bhel.in ; medsurstores1@bhel.in ; gmuru@bhel.in

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QUALIFYING CRITERIA

sno	Description	Documents to be provided	vendor's compliance
1	The Vendor should supply only BRANDED MEDICINES 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.	Bidder confirmation	
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.	Copy of valid license.	
3	The supply point should be located within 50 KM. radius from BHEL MAIN HOSPITAL – Trichy – 620 014.	Bidder confirmation	
4	The Supplier if finalized for the contract must agree to furnish a security deposit of 5% of the total contract value awarded for the vendor.	Bidder confirmation	

Vendor Signature & Seal

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SECTION-II**VENDOR DETAILS**

S/no	PARAMETER	VENDOR TO SPECIFY
1	Name of the Vendor	
2	Pan No & GST Account No	
3	Registered / Head Office Full Address	
4	Registered / Head Office Contact Person's Name details/ Phone No / Mobile No / e-mail id	
5	Local Supply Point Full Address	
6	Local Supply Point / Contact Person's Name details/ Phone No / Mobile No /e-mail id	
7	Distance of the Local Supply Point from the BHEL HOSPITAL in KM	
8	Already supplying to BHEL Unit if any specify.	
9	Any other certificates regarding similar supply to other institutions if any.	

VENDOR SIGNATURE & SEAL

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SECTION III**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**

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 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 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. Security Deposit (SD) @ 5 % of Contract Value shall be applicable. The validity of the SD shall be for entire contract period plus 3 months. Security Deposit of 5% of the contract value may be accepted in the following forms: -

i) Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.

ii) Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act.

The Bank Guarantee format for Security Deposit shall be in the prescribed format.

The bidder in the event of finalization of contract, should furnish a Bank Guarantee as per attached format (Section IV for Annexure A) 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 **5% (Five 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. Bidder is advised that expiry of claim period may be kept 3-6 months after validity date.

iii) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Vendor, a/c BHEL).

The required BG should be submitted within 30 days from the date of award of contract (LOI) to the successful bidder. Security deposit (BG) should be necessarily available before processing of First Bill of the vendor.

The BG thus submitted shall be valid till validity of the contract(s) or till completion of PO's placed under the contract(s) and settlement of all dues of the contract.

In case of extension of Framework Agreement, the Security deposit shall be extended for a further period equivalent to the extended period. The BG shall be kept valid till the extended Contract period plus 3 months.

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-

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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 03 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.
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.
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. Medicine having less than one-year expiry date will be accepted based on BHEL clearance prior to 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

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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. Breach of contract, Remedies and Termination:

In case of breach of contract, wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount will be recovered in all or any of the following manners:

- i. from dues available in the form of Bills payable to defaulted supplier 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.

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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.
- 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 c ode (Services Accounting Code).

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

Vendor declaring such invoice in Form GST ANX-1

Receipt of Goods or Services and Tax invoice by BHEL

e. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded

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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.

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

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,

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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.

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

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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 before7 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.

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List of consortium banks	
Sl.no	Name of the bank
1	State Bank of India
2	Canara Bank
3	IDBI Bank Limited
4	ICICI Bank Limited
5	HDFC Bank Limited
6	Axis Bank
7	IndusInd Bank Limited
8	Bank of Baroda
9	Exim Bank
10	Indian Bank
11	Punjab National Bank
12	Union Bank of India
13	Yes Bank Limited
14	RBL Bank Ltd.
15	Standard Chartered Bank
16	Indian Overseas Bank
17	Kotak Mahindra Bank Limited
18	Federal Bank Limited
19	Hongkong and Shanghai Banking Corporation Ltd

SECTION-V**Self-declaration**

Enquiry No.	HPBP:MED:STD:31:SPOT:RC
Enquiry Date	

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

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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	SDGM/ Medical	Dy Manager /Medical
Phone	0431-2574102	0431-2577072
E mail:	hemalatha@bhel.in	gmuru@bhel.in

[Type here]

Tender Ref : HPBP:MED:STD:31:SPOT:RC		
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.