

# **TENDER ENQUIRY NO: 2106211**

## **EMPANELMENT OF AUTHORIZED PHARMACY FOR BHEL-PSWR HQ, NAGPUR**

### **VOLUME – I (TECHNICAL BID)**

#### **VOLUME-I CONSISTS OF**

- Notice Inviting Tender,
- Volume-IA : Terms and Conditions (TC),
  - Techno-Commercial Compliance forms (TCF)
  - General Terms and Conditions (GTC),

#### **VOLUME-II CONSISTS OF:**

- Volume-II- Price Bid Specification



**BHARAT HEAVY ELECTRICALS LIMITED**  
(A Govt. of India Undertaking)  
**POWER SECTOR - WESTERN REGION**  
**345-KINGSWAY, NAGPUR-440 001**

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**Chapter-I - Notice Inviting Tender (NIT)****VOLUME – IA: TECHNICAL BID**

Tender No: 2106211 Date 31/03/2022 comprising of following:

| Salient Details of NIT |   |  |
|------------------------|---|--|
| S. No.                 | Issue                                     | Description  |
| 1.                     | Job                                       | EMPANELMENT OF AUTHORIZED PHARMACY FOR BHEL-PSWR HQ, NAGPUR  |
| 2.                     | Detailed Intent                           | Empanelment of Authorized Pharmacy for supply of medicines to employees/ beneficiaries of BHEL Retired Employees Contributory Health Scheme (RECHS)  |
| 3.                     | E - Tender No                             | 2106211  |
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| 3.3                    | -   | Techno-Comm1 - Compliance forms (TCF)  |
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| 5.                     | Issue of Tender Documents                 | By Email   |
| 6.                     | Due Date Of Offer Submission              | <p>Date: 05/04/2022 Time: 15:00 hrs</p> <p><b><i>Offer to be submitted by email only.</i></b></p> <p>(Bidder to note that corrigendum/ addenda/ amendments/ extension/ modification shall be published on BHEL portal (<a href="http://www.bhel.com/">http://www.bhel.com/</a> → Tender Notification and Corrigendum Notification) &amp; Govt e-Portal (<a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a> ). Bidder are requested to check such corrigendum before submitting offer).</p> <p><b><i>(Refer "PROCEDURE FOR SUBMISSION OF TENDERS")</i></b></p> |
| 7.                     | Opening of Tender (Techno-Commercial Bid) | <b>Date : 05/04/2022 Time : 15:30 Hrs</b>  |

**Chapter-I - Notice Inviting Tender (NIT)**

| Salient Details of NIT |                                    |   |
|------------------------|------------------------------------|---|
| 8.                     | Cost of Tender                     | Not Applicable  |
| 9.                     | Schedule Of Pre-Bid Discussion     | Applicable, 02/04/2022, 11.00 Am to 13.00 PM  |
| 10.                    | Last Date of Seeking Clarification | 04/04/2022<br><i>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below.</i><br><b><i>Bidders may consider to seek clarifications by email</i></b>  |
| 11.                    | Latest Updates                     | Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications shall be published on ( <a href="http://www.bhel.com/">http://www.bhel.com/</a> → Tender Notification and Corrigendum Notification) & Govt e-Portal ( <a href="https://eprocure.gov.in/">https://eprocure.gov.in/</a> ). Bidder are requested to check such corrigendum before submitting offer). |

**Chapter-I - Notice Inviting Tender (NIT)****Procedure for Tender Submission**

A. Bidder has to submit their offer through **E-mail** at said email ids only.

The e-mail shall be addressed to following mail ids

- I. **lmenon@bhel.in**
- II. capawan@bhel.in
- III. svm@bhel.in
- IV. kamleshbhel@bhel.in
- V. prchiwarkar@bhel.in

B. Bidder shall submit the following documents (separately) through Email as part of their offer on or before the due date & time:

- a) "No Deviation Certificate" as their acceptance to all terms and conditions of the tender,
- b) Password Protected 'Price Bid' as per the format given in Volume II 'Price Bid'.
- c) 'Volume -IA-Technical Bid' duly signed by authorized representative.
- d) Other Forms & Declarations.
- e) Docs wrt PQR

C. Duly signed and stamped Password Protected Price bid shall be submitted in 'pdf file in Adobe version 5.0 or above' with password protection and it shall be sent by e-mail as indicated above. Password of the protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later.

## **Chapter-I - Notice Inviting Tender (NIT)**

### **Other NIT Terms & Conditions**

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.**
- 2.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 3.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 4.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 5.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if any.
- 6.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids etc. BHEL's decision in this regard shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.
- 7.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in TC, will be governed by GTC.
- 8.0 Validity of the offer shall be for **three months** from the latest due date of offer submission or specified otherwise in GTC/TC of tender.

## **Chapter-I - Notice Inviting Tender (NIT)**

9.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

10.0 The bidder may have to produce original document for verification if so decided by BHEL.

### 11.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid – Volume - II
- d. Techno-Comm1 – Compliance Forms
- e. Terms and Conditions (TC) - Volume- I A
- f. General Terms and Conditions (GTC)

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD  
(GM Pur)

## **Chapter-I - Notice Inviting Tender (NIT)**

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR through BHEL e-mail only. Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- ❖ GM, Purchase, Email id: [prchiwarkar@bhel.in](mailto:prchiwarkar@bhel.in), Ph: +91 – 712 – 2858 633
- ❖ DGM Purchase, Email: [kamleshbhel@bhel.in](mailto:kamleshbhel@bhel.in) , Ph: +91 – 712 – 2858 635
- ❖ Dy. Manager, Purchase, Email id: [svm@bhel.in](mailto:svm@bhel.in) , Ph: +91 – 712 – 2858 715

### **1. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors**

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com).

2. **Earnest Money Deposit (EMD):** Not Applicable

3. **Security Deposit (SD):** Not Applicable

4. **Performance / Contract Execution Bank Guarantee :** Not Applicable



## **Chapter-II – Pre-Qualification Requirement (PQR)**

### **Pre-Qualification Criteria**

Bidder shall essentially meet all the Qualifying Requirements as cited below:-

#### **A Technical**

Bidder should have furnish the following documents to establish the Pre Qualification Criteria:

1. Valid registration certificate of Pharmacy in NMC of Nagpur city
2. Copy of Drug License
3. Copy of GST Certificate
4. Copy of PAN
5. Certified copies of Memorandum and articles of Association (IN CASE OF COMPANIES)

#### **B Price Bid Opening**

Price bids of those bidders who stand qualified subsequent to the compliance of PQR criteria A shall be opened.

## **Chapter-II – Pre-Qualification Requirement (PQR)**

### **Explanatory Notes for PQR**

- i. Bidder shall furnish relevant documents (wherein date, Value etc. is legible) in the respective attachments in their offer in support of PQR.
- ii. Latest date of offer submission (considering all tender extensions, if any) shall be reckoned as the date of Part-I opening and this date shall be considered for the evaluation of credential thus submitted for PQR-A.
- iii. Consortium bidding is not allowed.
- iv. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
- v. **Credentials furnished by the bidder against “PRE QUALIFYING CRITERIA” may be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.**

## **Chapter-III – Techno-Commercial Terms & Conditions**

### **I) ABOUT BHARAT HEAVY ELECTRICALS LIMITED**

Bharat Heavy Electricals Limited (BHEL) is a Central Public Sector Enterprise, wherein Government of India is holding 63.06% of its equity. It is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing companies of its kind in India having a turnover of about USD 5 billion. The company is engaged in the design, engineering, manufacture, construction, testing, commissioning and servicing of a wide range of products and services for the core sectors of the economy, viz. Power, Transmission, Industry, Transportation, Renewable Energy, Oil & Gas and Defence with over 180 product offerings to meet the needs of these sectors.

Since its inception in 1964, BHEL has been the solid bedrock of evolution of India's Heavy Electrical Equipment industry. BHEL has a mammoth 20,000 MW per annum capability for manufacturing of power generation equipment. A widespread network of 17 manufacturing units, 2 repair units, 4 regional offices, 8 service centres, 1 subsidiary, 4 overseas offices, 6 joint ventures, 15 regional marketing centres and current project execution at more than 150 project sites across India.

### **II) INTENT OF THE TENDER: -**

Company under its policy on medical attendance provide medicines for treatment of its serving employees and their dependent family members. The company also provides medical benefits to retired employees and their spouses under its BHEL **Retired Employees Contributory Health Scheme (RECHS)**. The serving employees & their dependents and Retired employees & their spouses hereinafter shall be referred as 'beneficiaries'.

The beneficiaries availing benefits under BHEL's schemes are settled in and around Nagpur district.

With the objective to ensure timely supply of medicines to its beneficiaries, BHEL invites tender in two parts bid system, from **Authorised Pharmacy** for being selected for Empanelment with BHEL as **Authorised Pharmacy** for supply of medicines to BHEL beneficiaries (based in and around Nagpur district).

### **III) NUMBER OF AUTHORISED PHARMACY AND VALIDITY OF EMPANELMENT:**

BHEL intends to empanel a maximum of Five (05 Nos.) successful bidders of **Authorised Pharmacy** in Nagpur, for a period of Three (03) years from issuance of purchase Order.

The contract may be extended at same rates (as finalised in this contract) and same T&C for One Year at discretion of BHEL.

The **Authorised Pharmacy** will provide the medicines at the agreed **uniform rate of discount on MRP (inclusive of all taxes)** to the beneficiaries as required within reasonable time against the online/ offline requisition from BHEL/ its beneficiaries.

### **IV) PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED**

### **Chapter-III – Techno-Commercial Terms & Conditions**

Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

#### **V) Modality of empanelment of Authorised Pharmacy /(ies)**

Bidder offering highest discount on MRP shall be termed as L-1 bidder (highest discount) and subsequent bidders in order of price competitiveness (i.e. L-2, L3, L4 ...onwards shall be given opportunity to match the L-1 discount rates (highest discount) for being on panel. BHEL reserves all rights to operate this contract as per requirement and its sole discretion.

The broad mechanism will be as follows :-

- a. In case the number of qualified bidders is 'N' and N is greater than 6, the number of empanelled **Authorised Pharmacy/(ies)** shall be limited to (N-1) qualified bidders (maximum upto 05 bidders). BHEL shall give counter offer based on the L-1 discount rates (highest discount) to remaining bidders (i.e. L-2, L-3 .....so on) for their acceptance for empanelment. However on acceptance of discount rates (highest discount) and as well other provision of tender specification, the preference shall be given to the bidders in order of their price status (i.e. L-2 will be given first preference for acceptance of L-1 discount rates (highest discount), then L-3 and onwards). In case none of the bidders do not accept the offered L-1 discount rates (highest discount), then BHEL may consider awarding full quantity to the L-1 bidder as per other provision of tender specification.
- b. In case the number of qualified bidders is 'N' and N is less than or equal to 6, the number of empanelled Authorized Pharmacy shall be limited to (N-1) qualified bidders. BHEL shall give counter offer based on the L-1 rates to remaining bidders (i.e. L-2, L-3 .....so on) for their acceptance for empanelment. However on acceptance of discount rates (highest discount) and as well other provision of tender specification, the preference shall be given to the bidders in order of their price status (i.e. L-2 will be given first preference for acceptance of L-1 discount rates (highest discount), then L-3 and onwards). In case none of the bidders do not accept the offered L-1 discount rates (highest discount), then BHEL may consider awarding full quantity to the L-1 bidder as per other provision of tender specification.
- c. In case the number of qualified bidders is only 01, full quantity may be awarded to that bidder as per other provision of tender specification.

**BHEL reserves all rights to operate this contract as per project requirements and its sole discretion.**

#### **AWARD AND FORMATION OF CONTRACT**

- i. The contract will be awarded to maximum upto Five bidders (05 Nos.) (as applicable as described above).

### **Chapter-III – Techno-Commercial Terms & Conditions**

- ii. All the documents issued by BHEL as well as accepted by it up to the stage of PO will form part of the contract. Some of the examples are: Tender Document, Techno-Commercial /Price Bid, Certificate, No Deviation statement etc.
- iii. The successful bidder shall give acceptance to the Purchase Order (PO) to BHEL within 07 (seven) days of issue of the same by BHEL, by way of return of signed copy of letter of award.
- iv. The Contract shall come into force from the issuance of Purchase Order.

#### **EVALUATION OF TECHNICAL CUM COMMERCIAL BIDS**

The Technical Cum Commercial Bid shall be evaluated as per qualification in Chapter-IV – Pre-Qualification Requirement (PQR) and complying to techno-commercial T&C of the tender.

BHEL reserves the right to seek clarification or call for supporting documents from any of the bidders, for which the concerned bidder need to submit the documentary evidence(s) within reasonable time period /as required by BHEL.

Price Bids of only those bidders shall be opened which qualify by fulfilling the PQR cum Techno Commercial qualification specified in this Tender.

#### **EVALUATION OF PRICE BID**

Price Bids of only those bidders shall be opened which qualify by fulfilling the PQR cum Techno Commercial qualification specified in this Tender. The date, time and place for opening the Price Bids will be communicated to the eligible bidders. The Bidders may send their representatives to attend the opening if they wish.

#### **BID VALIDITY**

The price quoted by the bidder shall remain valid for a period of 90 days after the date of opening of Techno Commercial Bid (Part I). In exceptional circumstances, BHEL may solicit the Bidder's consent for extension of the bid validity period. When the Bidder extends the period of validity, the same shall be done without any modification to the bid proposal by the Bidder.

#### **SUPPLY & MECHANISM OF RECEIPTS / COLLECTION OF MEDICINES BY BENEFICIARIES**

##### **Serving Employees & dependent family:-**

In case of serving employees, the outlets of Authorized Pharmacy may check the ID Card (at its sole discretion, may keep scan copy in soft form for record) and supply the medicines at the discounted rate as finalised in this contract.

This facility shall be availed on **DEBIT** basis only for Serving Employees.

##### **Retired Employees and their Spouse:-**

### **Chapter-III – Techno-Commercial Terms & Conditions**

In case of retired employees, the outlets of Authorized Pharmacy must collect OP Consultation Slip (Pink colour) duly signed by the Doctor prescribing the medicines. OP Consultation Slip (Pink colour) is part of Medical Book for beneficiaries of RECHS / retired employees.

OP Consultation Slip (Pink colour) must be submitted by Authorized Pharmacy monthly along with bills to BHEL for payment purposes.

This facility will be availed on **CREDIT** basis only for Retired Employees and their Spouse.

**Note :-** Those medicines which are not covered in this contract for supply on CREDIT basis to Retired

#### **SUPPLIES TERMS & CONDITIONS**

- 1. NON SUBSTITUTION:** Specific brand of medicines shall not be substituted by another brand without consent of beneficiary/ doctor. If any such case is noticed during subsequent scrutiny after or before the payment, the supplier may be penalized for Rs.500 in addition to the cost of the specific brand of medicine indented for each such default.
- 2. PACKED SUPPLIES:** Supplies are required to be made in original packing of manufacturer (if applicable). The packing should be nearest to the total quantity demanded of any particular medicine on any particular order.
- 3. SUPPLY OF MEDICINES:**

Sufficient stock of Medicines at all times will have to be maintained by the Authorized Pharmacy to avoid inconvenience to BHEL beneficiaries. In case the ordered medicines are not available with the AUTHORIZED PHARMACY, attempt shall be made by AUTHORIZED PHARMACY to make the same available within reasonable time.

The Authorized Pharmacy will indicate batch number, name of manufacturer, date of expiry of Medicines indented in the relevant columns of the billing sheet at the time of supplying the medicines to the concerned BHEL beneficiary.

**Expired Products:-** In case it is found that supplied medicines has expired or is spurious, Authorized Pharmacy may be debarred for a period of 2 years besides other legal action that may be initiated against them as per law. The due procedure prescribed in the Policy on Suspension of Business dealings and banning of Business as detailed in Chapter-II – Important Information shall be followed.

#### **4. Types of Medicines NOT COVERED for supply on CREDIT basis to Retired Employees**

- Balms (Jandhu Balm, Amrutanjan, Vicks, Moov Etc)
- Hair Serum,
- Shampoo,
- Mouthwash,
- Bandage,
- Band-Aid,

### **Chapter-III – Techno-Commercial Terms & Conditions**

- Cotton,
- Any Cosmetic Item,
- Health Drinks
- Forte Tablet

**Database:** - The following database of Serving & Retired employee may be provided by BHEL from its database for easy tracking of serving/ retired employees. The decision for the same shall be taken on a later date.

| <b>Serving Employee as in BHEL SAP HR system</b> | <b>Retired Employee as in RECHS System</b>           |
|--|--|
| Name, Mobile no., Email, address of Employee     | Name, Mobile no., Email, address of Retired Employee |
| Staff No. of Employee                            | Staff No. of Employee                                |
| Name of Spouse                                   | Name of Spouse                                       |
| Name of dependents                               | Medical Card no (if available).                      |

#### **BILLING & PAYMENTS PROCEDURE**

##### **1. PRESENTATION OF BILLS (For CREDIT based supplies only):**

- The Authorized Pharmacy shall present the bill to BHEL PSWR unit for the supplies made during each month (1st to last day of the month) within 10 days of closing of each respective month. The bill should clearly indicate the details of the supplies made each day such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, name of beneficiary, rate, discount as per contract etc., copy of prescription (Pink Colour) and any other information required by the BHEL.
- BHEL reserves the right to cross verify the MRP from the manufacturers.
- All Payment related documents (one copy) shall be furnished to the following address:

SDGM/ HR Dept.,  
 Bharat Heavy Electricals Limited,  
 Power Sector Western Region,  
 Shreemohini Complex, 345 Kingsway,  
 Nagpur-440001 Maharashtra, India  
 GST no. 27AAACB4146P1ZF

- Paying Authority shall be **BHEL, Nagpur office.**

## **Chapter-III – Techno-Commercial Terms & Conditions**

### **2. PAYMENT**

**Payment terms:** Bill complete in all respect along with all the requisite documents will be paid within 30 days of receipt in BHEL. The payment will be made through ECS for which bidder should give requisite ECS Mandate Form with details of bank address, Account No. etc. & a copy of the cancelled Cheque.

Any change in the bank account details during the tenure of contract shall be informed to BHEL in writing (on letter head of firm) along with requisite documents as detailed above.

### **3. TAXES AND DUTIES**

Payment shall be made to the bidder only after submission of GST complaint Tax invoice and other relevant documents. Bidder has to ensure the compliance under the GST Act & rules.

100% of GST & GST cess if any shall be paid to supplier along with the bills. However, the Vendor must ensure that vendor has declared such Invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A.

If any loss occurs to BHEL due to Non-compliance on account of the vendor's fault shall be dealt with strict actions and guidelines as per statutory laws. The bidder has to submit their GST registration certificate to BHEL within 30 days from the acceptance of order. GSTIN of BHEL will be provided to the bidder within 15 days from the placement of order.

Any statutory payment, including changes in taxes & duties, as and when made applicable by the Government shall become applicable against documentary evidence. Payment to the bidder will be subjected to TDS as per rules in force from time to time.

The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time. A certificate to this effect shall be provided to the bidder by BHEL.

### **COMMUNICATION & COORDINATION:-**

BHEL's concerned person, henceforth to be named as HR Manager (from Human Resource Dept.) shall have the authority to represent BHEL on all day-to-day matters relating to the implementation or arising from the Contract. All notices, instructions, orders, certificates, approvals, and all other communications under the Contract shall be given by the concerned HR Manager, except as otherwise provided for in this Contract. All notices, instructions, information, and other communications given by the Bidder to BHEL under the Contract shall be given to the HR Manager, except as otherwise provided for in this Contract.

### **MISCELLANEOUS TECHNO-COMMERCIAL TERMS & CONDITIONS**

- i. No deviation from above terms and conditions will be accepted. Format at Techno-Commercial Compliance forms (TCF).
- ii. No Consortium bidding is allowed for the subject tender.



### **Chapter-III – Techno-Commercial Terms & Conditions**

- iii. Tenders beyond the scheduled due time cannot be submitted by the bidders. The same may not be acceptable.
- iv. **Payment Terms Loading**:- For any deviation sought in Payment terms by bidder w.r.t. payment term, following loading shall be followed during evaluation of price bids:
  - ➔ Base rate of State Bank of India (SBI) (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%; shall be considered for loading for the period of relaxation sought by bidders.
- v. The Bidder shall be solely responsible for all taxes, duties, octroi, license fees, etc., incurred for performance of the services. Any other tax, delivery cost & other cost shall be borne by the bidders during execution of the contract.
- vi. All expenses incurred towards boarding /lodging / travel etc. for attending any meeting or discussion convened by BHEL or in connection with the pre-contract and post-contract activities shall be borne by the bidder.
- vii. Bidder shall make its own arrangements for movement of human resources and equipment across the various locations covered in the Contract.
- viii. BHEL reserves the right to reject all / any application received from the Authorized Pharmacy without assigning any reason thereof.
- ix. The cost towards IT system development / integration with BHEL IT system (if required) shall NOT be payable separately.
- x. The bidder shall abide by the applicable statutory / regulatory / legislative requirement / government orders governing the business of Medicines/Drugs/Cosmetics in India.
- xi. BHEL also reserves the right to place the order on the other bidder who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.

**Chapter-IV – Instructions for filling the Price Bid**

1. Bidder must quote the offered discount as "Percentage" discount over the Maximum Retail Price incl. of all taxes. (MRP must be Printed on the package of Medicines).
2. No separate taxes, no delivery cost & no other costs shall be payable.
3. Bidder offering highest discount on MRP shall be termed as L-1 bidder (highest discount) and bidders L-2, L3, L4 .... onwards shall be required to match the L-1 discount rates (highest discount) for being on panel.
4. Bidder shall fill the % discount only in the Price format given by BHEL in Volume - II. Other papers or documents along with the price bid inscribing the rates of material shall be liable for rejection.

## **Chapter-V Techno-Commercial Compliance forms (TCF)**

- ➔ Chapter VII Offer Forwarding Letter / Tender Submission Letter
- ➔ Chapter VIII Techno-Commercial Compliance cum Checklist
- ➔ Chapter IX No Deviation Certificate
- ➔ Chapter X Declaration by Authorized Signatory of Bidder

**Chapter-VII – Offer Forwarding Letter / Tender Submission Letter****Offer Forwarding Letter / Tender Submission Letter**

**Offer Reference** \_\_\_\_\_ **dt.** \_\_\_\_\_

I/We hereby offer to carry out the work detailed in the Tender Enquiry issued by Bharat Heavy Electricals Limited, Power Sector-Western Region, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. General Conditions of Contract

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

SIGNATURE OF TENDERER

**Chapter-VIII – Techno-Commercial Compliance cum Checklist**

| <b><u>Techno-Commercial Compliance cum Checklist</u></b> |  |   |
|--|--|---|
| Bidder/ Firm Name  |  |   |
| Bidder Address   |  |   |
| Single point Contact Person:                             |  |   |
| Email Id(s):   |  |   |
| Mobile No.(s):   |  |   |
| <b>S.No</b>  | <b>BHEL Requirements</b>   | <b>Supplier Acceptance/Remarks</b>                                      |
| 1.   | Bids submitted in Two part bid system:-<br>A. Part I- Pre-Qualification Criteria & Techno-Commercial bid<br>B. Part II- Price bid  | <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted |
| 2.   | List / details of no. of serviceable retail outlets, locations and addresses, pharmacy registration.<br><br>a) _____<br><br>b) _____<br><br>c) _____<br><br>d) _____<br><br>e) _____ |   |
| 3.   | Payment terms  | <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted |
| 4.   | Payment terms Loading  | No Deviation Allowed  |

**Chapter-VIII – Techno-Commercial Compliance cum Checklist**

|     |  |  |
|-----|--|--|
| 5.  | Validity of Offer & Purchase Order   | <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted  |
| 6.  | PAN Card Submitted   | <input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted  |
| 7.  | PAN No.  | _____  |
| 8.  | GST registration certificate   | <input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted  |
| 9.  | GST registration No.   | _____  |
| 10. | TYPE OF INDUSTRY (Micro/ Small/ Others) (Valid Documentary evidence to be furnished)   | <input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Others  |
| 11. | MSE owned by<br>(Valid Documentary evidence to be furnished)   | <input type="checkbox"/> MSE (Owned by SC/ST)<br><input type="checkbox"/> Women Entrepreneurs<br><input type="checkbox"/> Not Applicable |
| 12. | MSE Proof (as per document requirement cited in the tender)<br>District Industries Centers / Khadi and Village Industries Commission / Khadi and Village Industries Board / Coir Board / National Small Industries Corporation / Directorate of Handicrafts and Handloom / Udyog Aadhaar Memorandum / Not Applicable | <input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable   |
| 13. | UAM No.  | <input type="checkbox"/> _____<br><input type="checkbox"/> Not Applicable  |
| 14. | No Deviation Certificate attached (with required compliance)   | <input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted  |
| 15. | Acceptance of Terms & Conditions of 'Volume-IA Technical Bid'  | <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted  |
| 16. | Acceptance of Terms & Conditions of General Terms and Conditions (GTC)'  | <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted  |
| 17. | General Note: Any disparity between vendor's Commercial offer and BHEL Checklist, only the BHEL checklist shall stand valid  | <input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted  |

SIGNATURE OF TENDERER

**Chapter-IX – No Deviation Certificate****No Deviation Certificate**

I/WE, M/s \_\_\_\_\_

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

SIGNATURE OF TENDERER

**Chapter-X – Declaration by Authorized Signatory of Bidder****Declaration by Authorized Signatory of Bidder**

**Name of Authorized Signatory :**\_\_\_\_\_

\_\_\_\_\_

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge.

I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

SIGNATURE OF TENDERER



**GENERAL TERMS AND CONDITIONS (G.T.C.)**

| Cl. No | DESCRIPTION   |
|--------|---|
| 1.     | <p>Technical bid will be opened at <b>stipulated time</b> on Due Date. The Technical cum Commercial bid should accompany with a copy of this enquiry duly signed &amp; stamped on all pages as a token of acceptance of Technical &amp; Commercial T &amp; C and copy of documents like authorized dealership certificate, earlier supply order details of similar equipment and their performance feedback from customers, company profile and present status, product catalogue of the models offered, technical specifications of the product, commercial Terms &amp; Conditions and other relevant documents etc. Please fill up all the columns of all formats of this enquiry.</p> <p>Price bid should be submitted as per the 'Price Format' given in this enquiry. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Terms and condition if any enclosed with price bid, shall not be considered. Tenders received as single bid indicating the price is liable to be rejected.</p>   |
| 2.     | Price bid of technically accepted bidders only will be opened. No revision of prices will be entertained after Tenders are opened, unless mentioned in our enquiry / asked so by BHEL.  |
| 3.     | The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.   |
| 4.     | The tenders received after the specified time of their submission or treated as 'Late tenders' and shall not be considered under any circumstances.   |
| 5.     | Price quoted shall be valid for 03 Months from the date of opening.   |
| 6.     | Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Please fill in all the columns of all formats  |
| 7.     | The price quoted should be as applicable to DGS & D (Govt. of India) and other Govt. Organizations. In case DGS & D rate / Running Contract is not existing, but a contract is in vogue with any BHEL Unit, reference of the same shall be furnished and same may be applicable to this contract.   |
| 8.     | <b><u>INSPECTION</u></b> : Final inspection will be carried out the destination/site/Purchaser's works by the authorized inspecting Officer, if so specified in the tender Terms & Conditions. Whenever preliminary or stage inspection is to be carried out at supplier's works the same is subject to final acceptance after receipt of the material at the destination/Purchasers works and the decision of the purchaser shall be final. The propriety of goods shall not pass until final acceptance by the purchaser  |
| 9.     | <b><u>DISPUTES &amp; ARBITRATION</u></b> : All cases of disputes will be resolved according to the Indian Arbitration Act 1996. The area of jurisdiction shall be Nagpur, Maharashtra.  |
| 10.    | <p><b><u>ARBITRATION &amp; CONCILIATION</u></b></p> <p><b><u>Conciliation</u></b></p> <p>If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.</p> <p>Notes:</p> <p>a) No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.</p> <p>b) Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration &amp; Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.</p> <p><b><u>Arbitration</u></b></p> <p><b><u>With a Sole Arbitrator</u></b>:</p> <p>a) Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether</p> |

## **GENERAL TERMS AND CONDITIONS (G.T.C.)**

|     |   |
|-----|---|
|     | <p>by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the '<b>Dispute</b>'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration &amp; Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by BHEL nit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.</p> <p>b) The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award</p> <p>c) The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).</p> <p>d) Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is Issued.</p> <p>e) Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.</p> |
| 11. | The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site ( <a href="http://www.bhel.com">www.bhel.com</a> ---> Tender Notification ---> List of Banned Firms )   |
| 12. | <p>For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 &amp; 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/ PO/ WO against this NIT.</p> <p>In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.</p>  |
| 13. | <p><b><u>PRICE DISCREPANCY:</u></b></p> <p>a) <b><u>Conventional (Manual) Price Bid opening</u></b> : Price bid shall be opened through conventional method only. If there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:</p> <p>i) When there is a difference between the rates in figures and in words, the Percentage Discount quoted in words shall be taken as correct</p>   |
| 14. | <p><b><u>CANCELLATION OF TENDER / RIGHT OF ACCEPTANCE</u></b></p> <p>BHEL reserves the right to reject all the bids or cancel / withdraw the invitation for bids without assigning any reason whatsoever and in such cases no bidder / intending bidder shall have any claim arising out of such action. The acceptance of bid will rest with BHEL and does not bind BHEL to accept the lowest or any bid.</p>  |
| 15. | <p><b><u>Cancellation of Order:</u></b></p> <p>In the event of non-performance of the contract by the Supplier, BHEL reserves the right to cancel the order with issue of a written notice. BHEL would provide a curing period of 30 days, for the Supplier to rectify the situation. If the Supplier fails to rectify the reason/s that led to the issue of cancellation notice by BHEL, then the cancellation order would be issued automatically by BHEL, without further recourse to the Seller. BHEL will not pay any cancellation charges or any other charges / damages to the Supplier, arising out such cancellation</p>   |