## TENDER DOCUMENT FOR FRAMEWORK AGREEMENT

# FOR PROCUREMENT OF MEDECINES FOR BHEL LOCATIONS (HOSPITALS / DISPENSARIES) ACROSS INDIA FOR 2 YEARS



### भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

#### **BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking) पावर सेक्टर, उ.क्षे.परिसर, प्लाट नं.25, सेक्टर-16ए, नोएडा-201301, Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301



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Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301

Ph: 0120-241 6440/6411

E-mail: rmchandra@bhel.in / swati@bhel.in

#### **NOTICE INVITING TENDER**

Sealed quotations are invited from reputed Manufacturers of MEDECINES for supply to different Locations of BHEL, as mentioned in VOL- A & B (PART-I), on Framework Agreement basis in **two part bid** system **THROUGH E-PROCUREMENT PORTAL https://eprocurebhel.co.in/nicgep/app ONLY** in the following format and TERMS & CONDITIONS, as given below:

E-TENDER ENQUIRY NO. BHEL/PSNR/SCP/FA-MEDECINE/E- 3423 (E-Tender)

ISSUE DATE : 03.08.2023

Last Date for Seeking Clarifications : 10.08.2023

Last date & time for submission of offers: 17.08.2023; 12:00 Hrs.

Due date & time of opening of Offers : 17.08.2023; 15:00 Hrs

Validity Period : 180 Days from the date of PART- I (Techno-

Commercial Bid) opening.

Type of Tender : Two Parts

#### Part-I: Techno-Commercial Bid

**VOL – 'A': ADDRESSES OF BHEL LOCATIONS (HOSPITALS/DISPENSARIES)** 

**VOL – 'B': TENTATIVE REQUIREMENT FOR DIFFERENT BHEL UNITS** 

**VOL - 'C': PRE QUALIFYING REQUIREMENT** 

**VOL – 'D': SPECIAL CONDITIONS OF CONTRACT (SCC).** 

**VOL – 'E': GENERAL CONDITION OF CONTRACT (GCC) Rev. – 03.** 

**VOL – 'F': INTEGRITY PACT** 

**VOL - 'G': UNPRICED SCHEDULE.** 

Part-II: Price Bid

**VOL – 'H': PRICE SCHEDULE** 

#### LIST OF LOCATIONS

VOL-'A'

## FRAMEWORK AGREEMENT FOR PROCUREMENT OF MEDECINES FOR BHEL LOCATIONS (HOSPITALS/DISPENDSARIES) ACROSS INDIA FOR 2 YEARS

List of 14 Locations where Medicines are to be supplied on F.O.R. Destination Basis as follows:

- 1. BHEL, HIGH PRESSURE BOILER PLANT & SEAMLES STEEL TUBE PLANT TIRUCHIRAPPALLI 620014 (TAMIL NADU)
- 2. BHEL, HEAVY POWER EQUIPMENT PLANT RAMCHANDRAPURAM, HYDERABAD 502032
- 3. BHEL, HEAVY ELECTRICAL PLANT PIPLANI, BHOPAL 462022
- 4. BHEL, HARIDWAR HEAVY ELECTRICAL EQUIPMENT PLANT RANIPUR, HARIDWAR 249403 UTTRAKHAND
- BHEL CORPORATE RESEARCH & DEVELOPMENT VIKASNAGAR, HYDERABAD-500093
- 6. BHEL, BOILER AUXILIARY PLANT INDIRA GANDHI INDUSTRIAL COMPLEX RANIPET 632406 VELLORE DIST. TAMIL NADU
- BHEL, BHEL ELECTRONIC DIVISION
   PO BOX 2606, MYSORE ROAD BANGALORE 560026
- 8. BHEL (HPVP) Vishakhapatnam-530012.Andhra Pradesh
- BHEL, TRANSFORMER PLANT
   PO: BHEL, JHANSI 284120 UP
- BHEL, INDUSTRIAL VALVE PLANT
   433 INDUSTRIAL COMPLEX, GOINDWAL 143422 DISTT. TAM TRAAN PUNJAB
- 11. BHEL CORPORATE OFFICE
  BHEL HOUSE, SIRI FORT, NEW DELHI-110049
- 12. BHEL, CENTRALISED STAMPING UNIT & FABRICATION PLANT, JAGDISHPUR INDUSTRIAL AREA, DISTT. AMETHI-227817 UP
- 13. BHEL, POWER SECTOR EASTERN REGION
  BHEL BHAWAN, PLOT NO. 9/1, DJ BLOCK,
  SECTOR II SALT LAKE CITY KOLKATA 700091
- 14. BHEL, BHEL SBD & ISG Bangalore
  PROF. CNR RAO CIRCLE, IISC POST MALLESWARAM, BENGALURU

## Pre-Qualification Requirements (PQR) VOL-'C'

Sr. No.	Qualification Criteria	Document s to be Provided	Bidder's Compliance (Yes / No)
1.	Bidders who wish to apply should have Purchase order/ Rate contracts for Medicine Items of <b>minimum Rs 350 Lakhs</b> from Central Public Sector Undertaking (CPSU) Hospitals / Central Govt. Institutions/ Central Govt. Hospitals (CGH) /NABH accredited hospitals (*NABH Accreditation valid on last date of submission of tender) in the last 3 Financial years (2020-21, 2021-22, 2022-2023), in either of the following manner:	Documentary evidence for Order (PO / WO / LOI)	
1a.	Purchase Orders/ Rate contracts (1 or more) for Medicine Items having cumulative value of not less than Rs 350 lakhs from CPSU hospitals OR NABH accredited hospitals) in the last 3 Financial years (2020-21, 2021-22, 2022-2023)  OR		
1b.	Purchase Orders/ Rate contracts (1 or more) for Medicine Items having cumulative value of not less than Rs 250 lakhs from CPSU hospitals/NABH accredited hospitals <b>AND</b> of not less than Rs 100 lakhs from Central Govt. Institutions/ Central Govt. Hospitals (CGH) in the last 3 Financial years (2020-21, 2021-22, 2022-2023).		
2	Vendors must enclose a copy of valid (valid on last date of submission of tender) Manufacturing License / Loan Manufacturing License / Import License. In addition to this, Manufacturing and marketing certificate issued by Govt Agency during last 5 years (from last date of submission of tender), for each Medicine item quoted by the vendor to be furnished. Requirement of Manufacturing and marketing certificate, will not be mandatory for imported items (supported by import license) and Proprietary items.	Copy of valid license	

3	The bidder should hold valid (valid on last date of submission of tender) WHO-GMP (WHO-Good Manufacturing Practice) /COPP Certificate of the production unit issued by government agency.	Copy of certificate	
5	The Bidder should have positive net worth (Only in case of companies).  Note: Net worth shall be calculated based on Audited Accounts for Financial Year 2021-2022.  Net worth = Paid up share capital* + Reserves	Latest audited Financial Statements.	
6	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-1 of SCC) to this effect.	Undertaking	
7	The Bidder should have PAN No. and GST Registration No.	Documentary proof like copy of PAN Card & GST certificate	
8	Integrity Pact	Signed stamped copy of Integrity Pact	

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION REQUIREMENTS FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF PURCHASE ORDER ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "Pre-Qualification Requirements" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

\*Link for List of CPSU https://dpe.gov.in/sites/default/files/latest\_SCHEDULEWISE\_LIST\_OF\_CPSEs

#### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

VOL - 'D'

#### 1. Mode & Method of Submission of Tender

This is an E-tender floated online through our E-Procurement Site <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>. Procedure for submission & opening of tender is as per clause no. 2.2 of enclose "Instruction of Bidders" of GCC (Part-G) of Tender.

No Hard copy bid or bids through email/ fax shall be accepted.

Bids are invited in two parts & shall be submitted as described below:

BID DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING DOCUMENTS
PART-I TECHNO- COMMERCIAL BID	1). DULY AUTHORISE SIGNED & STAMPED COPY OF TENDER DOCUMENTS WITH ALL THE ANNEXURES OF SCC & GCC.  (To be attached in Attachment section).
[Contain all Techno-Commercial terms & Conditions except PRICE SCHEDULE].	2). DULY FILLED ALL THE TABLES IN TERMS OF ACCEPTANCE OF CLAUSES AND UNPRICED SCHEDULE WITH PROPER HSN CODE & GST RATE AS PER NIT (To be submitted with offer).
	3). NO DEVIATION CERTIFICATE ON BIDDERS LETTERHEAD AS PER FORMAT GIVEN IN GCC ANNEXURE-III
	(To be attached in <b>Attachment</b> section).
PART-II .	4). DULY FILLED IN PRICE SCHEDULE AS PER TENDER.
PRICE BID	(To be submitted with offer)
[Consist of details of <b>PRICES ONLY</b> ].	Any other document uploaded in the price bid, as per tender format, shall not be taken into cognizance for evaluation of offer.

The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Vol C and date of opening of price bids shall be intimated to only such bidders. Tenderers or their authorized representatives may witness the event online through BHEL E-Procurement site (https://eprocurebhel.co.in/nicgep/app).

BHEL reserves the right not to consider offers of parties under HOLD.

A Bidder can Quote for any number of items mentioned in the tender, Those Bidders who want to quote for selective items, should necessarily indicate the items for which they have quoted in their cover letter submitted along with techno-commercial bid (Part-I).

**INTEGRITY PACT (IP)** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given.

(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

SI. 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 technocommercial 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.

#### 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.

R M Chandra, Manager/Purchase	Swati Jaiswal, Sr. Mgr /Purchase		
Email id- <u>rmchandra@bhel.in</u> ,	Email id – swati@bhel.in,		
Ph. No. +91-0120-2416440	Ph. No. +91-0120-2416411		

#### 1. SCOPE

#### 1.1 Framework Agreement and Ordering

BHEL intends to enter into Framework Agreement for Procurement of medicine items for two years (2023-2025) for all BHEL locations (hospitals/dispensaries) across India. Framework agreement will be entered into by BHEL with finalized vendors as per BHEL Terms and conditions for the identified items. After finalizing the Framework agreement, the rates shall be valid, for ordering, for a period of 24 months during which Purchase orders will be released by respective BHEL locations based on the Framework agreement as per their requirement for supplying medicine items.

- 1.2 Traders / Dealers and Distributors are not eligible to Quote/participate in the tender. On finalization of the contract the Letter of Intent will be released to principals only. However further individual POs may be released to supplier authorised by the manufacturer. Necessary authorization to be submitted.
- 1.3 1. Vendors should offer BRANDED Medicine Items only and not offer GENERIC / GENERIC BRANDED Medicine items. Vendor shall submit an Undertaking on Letterhead (Format- As per Annex 7) that the quoted medicine items are branded medicines.
- 1.4 Offers for part quantity on individual medicine item basis are not acceptable to BHEL. Such partial offers will not be considered in our Enquiry for that Item. The vendors have to furnish their offers only for the items indicated in the schedule as per the instructions incorporated in the tender document.
- 1.5 Price to be quoted w.r.t. BHEL's Unit of Measurement (UOM) only. All columns should be filled in the Formats enclosed in Tender document. The format shall not be changed. Offers will be rejected if the data is furnished in different formats. The bidders quotation should specify clearly the shelf-life of each item as mentioned in format.
- 1.6 Expiry date of all items supplied should be minimum of one year at the time of Supply (unless concerned BHEL authority asks (in writing) vendor to supply certain quantity with short expiry, (to overcome emergency situations). For medicine items which have shelf life of less than 1 year, have to be supplied within 3 months of their manufacturing date.
- 1.7 Concerned BHEL authority will reserve the right to ask vendor to replace medicine items (supplied by vendor at any point of time and present in BHEL store) having less than six months expiry (in case BHEL authority thinks that item cannot be utilized before expiry date) with medicines having more than one year expiry, free of-cost. Replacement requirement will be intimated to the authorized E-mail furnished in the quotation. However, BHEL will intimate vendor at least three months before expiry date, for replacement of the nearing expiry items. Vendor should replace within 45 days of getting E-mail information, failing which BHEL will be free to dispose it off and recover an amount equal to purchase order value of disposed off items. The amount may be recovered from the security deposit or the respective vendor's bills.
- 1.8 Concerned BHEL unit (destination store) will have right to ask for Original/copy of self-attested test reports, after receipt of every consignment.
- 1.9 In case of any dispute arises out of this contract, the decision of Medical Superintendent\Head of Hospital, Dispensary or Medical institution of BHEL's Respective units shall be final and binding on all the parties.
- 1.10 BHEL reserves the right to randomly select any item sample from the batch and get it analyzed from a recognized laboratory at BHEL cost. In case of any discrepancy, the suspension of business will be applied as mentioned in <a href="https://www.bhel.com">www.bhel.com</a>.

- 1.11 Proper packing to be ensured and material shall be stamped as "BHEL SUPPLY, NOT FOR SALE" or "HOSPITAL SUPPLY, NOT FOR SALE" until permitted by BHEL authority in writing (i.e. email), to supply certain quantity without stamping, to overcome emergency situations.
- 1.12 In case there is any merger / take over / change of address during the Course of Proposed Framework Agreement, 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.

#### 2. EARNEST MONEY DEPOSIT

- 2.1 EMD of Rs 5 Lakhs shall be applicable.
- **2.2** Every tender must be accompanied by the prescribed amount of Earnest Money Deposit (EMD) in the manner described herein.
  - i) EMD shall be furnished before tender opening / along with the offer in full as per the amount indicated in the Special Conditions of Contract / NIT.
  - ii) The EMD is to be paid in the following forms:
  - (a) Cash deposit as permissible under the extant Income Tax Act (before tender opening).
  - (b) Electronic Fund Transfer credited in BHEL account (before tender opening).
  - (c) Banker's cheque / Pay order / Demand draft, in favour of 'Bharat Heavy Electricals Limited' and payable at Regional HQ issuing the tender (along with offer).

Note: In case required EMD as above is not available at the time of Technical Bid opening, offer of the bidder shall not be considered for further processing.

For Electronic Fund Transfer the details are as below-:

- a) Name of the Beneficiary -: Bharat Heavy Electricals Limited
- b) Bank Particulars

i). Bank Name -: STATE BANK OF INDIA

ii). Branch Address-: CAG II BRANCH, NEW DELHI

4th & 5th FLOOR, REDFORT CAPITAL,

PARASNATH TOWERS, BHAI VEER SINGH MARG, GOLE MARKET, NEW DELHI-110001

iii). Branch Code -: 17313
iv). 9 Digit MICR Code of the Bank Branch -: 110002562
v). Bank Account Number -: 10813608647
vi). Bank Account Type -: CASH CREDIT
vii). 11 Digit IFSC Code of Beneficiary Branch-: SBIN0017313

- iii) No other form of EMD remittance shall be acceptable to BHEL.
- iv) The EMD shall be waived in the following cases:
- a) Joint Venture or Subsidiary companies of BHEL.
- b) Central/ State PSUs/ Government deptts/ Autonomus/ Educational/ Research institutions.
- **2.3** EMD by the Tenderer will be forfeited as per NIT conditions, if:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The Vendor fails to deposit the required Security deposit or commence the work within the period as per LOI/ LOA/ Contract.
  - EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant "Guidelines on Suspension of business dealings with suppliers/ Vendors" and forfeited/ released based on the action as determined under these guidelines.
- **2.4** EMD shall not carry any interest.
- 2.5 In the case of unsuccessful bidders, the Earnest Money will be refunded to them within a reasonable time after award of work.
- 2.6 EMD of successful tenderer will be retained as part of Security Deposit.

#### 3. VALIDITY OF OFFER:

3.1 Offers should be valid for a period of **180 days** from the date of Techno-Commercial bid (Part-I) opening.

#### 4. EVALUATION OF OFFERS:

- 4.1 The price bids of the techno commercially acceptable offers alone shall be opened.
- 4.2 Tender will be evaluated **ITEMWISE** based On <u>Total Cost to BHEL including GST</u> on F.O.R basis, for each individual medicine item separately, as indicated in Price Bid (PART "II") of Tender. Evaluation of currency for this tender shall be INR.
- 4.3 Reverse Auction- BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 4.4 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.
- 4.5 The indicated quantity for each Medicine item is tentative and BHEL reserves the right to increase or decrease the tendered quantity.
- 4.6 BHEL reserves the right to negotiate the rates/other commercial terms and conditions or refloat any of the items in the tender, if L1 rate is not the lowest acceptable rate to BHEL inter-alia other reasons.

- 4.7 Offers for part quantity on item level basis are not acceptable. BHEL will do Framework Agreement for the entire quantity of the individual Medicine Item with One Vendor only and will not split the quantity among vendors.
- 4.8 NO DEVIATION FORMAT must be filled and duly signed.

#### 5. SECURITY DEPOSIT

- **5.1** Security Deposit (SD) **@ 5** % **of Contract Value** (excluding taxes) shall be applicable. The validity of the security deposit shall be for the entire Contract period plus 3 months.
- 5.2 EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit .The balance amount to make up the required Security Deposit of 5% of the contract value may be accepted in the following forms:-
- i) Cash (as permissible under the extant Income Tax Act)
- ii) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- iii) 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.
- iv) 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).
- 5.3 The required Security deposit should be submitted within 30 days from the date of award of LOI / PO to the successful bidder. Security deposit should be necessarily available before processing of First Bill of the vendor.
- 5.4 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.

#### 6. CONTRACT DURATION

6.1 The Framework Agreement will be valid for a period of Two years from the date of award. Purchase order will be placed by respective BHEL Units tentatively as per proportionate requirement mentioned in VOL – B of tender. Further BHEL shall reserve the right to extend the contract for a further period of 3 months.

#### 7. RATES

- 7.1 Rates quoted shall be "FIRM" during the tenure of Framework agreement and "NO ESCALATION" in rate shall be allowed for complete duration of contract i.e two years from date of award of contract. Supply orders shall be placed against the contract upto the last date of contract. The rate quoted shall be "FIRM" Inclusive of base price, freight & insurance, on F.O.R basis to ALL BHEL MEDICAL STORES. GST extra as applicable. In case of any changes in GST as per Govt. Notification the same shall be applicable from time to time.
- 7.2 Offers for part quantity on individual medicine item basis are not acceptable to BHEL. Such partial offers will not be considered in our Enquiry for that Item. The vendors have to furnish their offers only for the items indicated in the schedule as per the instructions incorporated in the tender document.

- 7.3 Price is to be quoted w.r.t. BHEL's Unit of Measurement (UOM) only. All columns should be filled in the Formats enclosed in Tender document. The format shall not be changed. Offers will be rejected if the data is furnished in different formats.
- 7.4 In the event of any reduction of prices due to change in Govt policies, i.e, price of item in question reduces (reduction in Input cost) due to change in Govt. of India notification (other than GST change on item), the benefit should be passed on to the BHEL. This applies only to reduction in price and not to increase in price due to govt. policies. Moreover if vendor voluntarily wants to reduce the price, vendor is always free to do so.
- 7.5. Fall clause: If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the Vendor himself, the vendor shall inform BHEL immediately about such reduction in the contracted prices. The Vendor has to undertake that he has not supplied/is not supplying the medicines at a price lower than that offered in the present contract in respect of any other Ministry/Department of the Government of India.

#### 8. DELIVERY PERIOD

8.1 The delivery period shall be **within 45 days from Purchase Order date** placed by respective BHEL locations. Vendor will have to supply within the delivery period to the location of BHEL Dispensaries/ Hospitals as per Vol –A.

#### 9. PAYMENT TERMS:

9.1 100% payment shall be made within 60 days after receipt of items at BHEL's stores respective location / Stores and acceptance of items based on original / copy of self-attested test reports. For MSE Vendors (Micro and Small Enterprise) payment shall be made within 45 days of receipt of items at BHEL's stores respective location / Stores and acceptance of items based on original / copy of self-attested test reports.

#### 10. SUBMISSION OF BILL

10.1 One Original and 2 copies of GST Compliant Invoices/bills along with relevant documents as per PO, if any, are to be sent along with the consignment while dispatching the materials. Supply without invoices will not be accounted and payment processing will not be done.

#### 11. PAYING AUTHORITY:

11.1 Payment shall be done by respective ordering BHEL Units/Locations. Details of Consignee & Billing Address shall be clearly mentioned in Purchase Order issued by respective BHEL Units/ Locations.

#### **12. TAXES AND DUTIES:**

12.1 The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

#### 12.2 GST (Goods and Services Tax)

- 12.2.1 The contractor's price/rates shall be **inclusive** of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.
- 12.2.2 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL & its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL & its Contractor.
- 12.2.3 Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.
- 12.2.4 Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.
- 12.2.5 Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.
- 12.2.6 Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.
- 12.2.7 Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.
- 12.2.8 Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor:
  - a. Supply of goods and/or services have been received by BHEL.
  - b. Original Tax Invoice has been submitted to BHEL.
  - c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.
  - d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.

- e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.
- f. Respective invoice has appeared in BHEL's GSTR 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.
- g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.
- 12.2.9 Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
- 12.2.10 TDS as applicable under GST law shall be deducted from contractor's bill.
- 12.2.11 Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.
- 12.2.12 Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
- 12.2.13 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/altered/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
- 12.2.14 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
- 12.2.15 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.

#### 12.2.16 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case, the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.

In case, any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

#### 12.3 Income Tax:

**TDS/TCS** as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.

#### 13. QUANTITY VARIATION

13.1 During the currency of the contract, Purchaser at its sole discretion, reserves the right to vary the contract quantity by +/-30% at Rate, Terms and Conditions of the initial orders without assigning any reason.

#### **14. TRANSIT INSURANCE:**

14.1 Transit Insurance of material is in Supplier's scope. Successful tenderer shall insure the material at their cost for transportation.

#### **15. LIQUIDATED DAMAGE:**

15.1 LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total Purchase order value released by respective BHEL unit/locations.

#### **16. RISK PURCHASE:**

16.1 Once Framework Agreement is finalized, if items are not supplied beyond the purchase order delivery date, in case of emergency, BHEL may procure the same items through alternative sources, and the difference in price will be recovered from vendor's pending bills or Security deposit.

16.2 Also, for any failure to supply the items against Purchase Orders placed by BHEL units under the Framework Agreement, appropriate action may be taken, that may include Purchasing from market at Risk and Cost and/ OR take action as per Business suspension guidelines of BHEL issued from time to time.

#### **17. RIGHTS OF BHEL**

17.1 BHEL reserves the right to short close/ terminate the Framework Agreement or not order any further quantity at any point of time without assigning any reasons.

#### 18. PREFERENCE TO 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 preferences to Class I local supplier, is as defined in Public

Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by 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.

#### 18.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- 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 this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 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 Clause 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 a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (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 per cent 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 shareholders 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 the 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.

#### Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the format provided in Annexure-4.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of the bids.

#### 19. Conflict of interest

- 19.1 A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified**. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder</u>; **or**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid: or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
- 1. The principal manufacturer directly or through one Indian agent on his behalf, and
- 2. Indian/foreign agent on behalf of only one principal;

or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/common business/management units in same/similar line of business."

#### 20. ORDER OF PRECEDENCE

- 20.1 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 PART-II /Vol -H
- d. Special Conditions of Contract Vol D
- e. General Conditions of Contract (GCC) Vol- E

#### 21. SCC Annexures

- 1. Annexure-1- Declaration regarding insolvency/ liquidation/ bankruptcy proceedings
- 2. Annexure-2: Declaration reg. Related Firms & their areas of Activities
- 3. Annexure-3: Declaration reg. minimum local content in line with revised public procurement
- 4. Annexure-4: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017
- 5. Annexure-5: Supply Point Details Format (to be submitted by Vendor)
- 6. Annexure-6: Formats reg. Details of POs claimed by bidders against Pre Qualification Requirement
- 7. Annexure-7: Formats for Declaration regarding branded medicine items
- 8. Annexure-8: Reverse Auction Process Compliance Form
- 9. Annexure-9: Authorization of representative who will participate in the online Reverse Auction
- 10. Annexure-10: RA Price Confirmation and Breakup

#### **ANNEXURE - 1**

#### **UNDERTAKING**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir/Madam,
Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS
Ref: NIT/Tender Specification No: BHEL/PSNR/SCP/FA-MEDECINE/E- 3423
I/We,
declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings
(IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in
this tender.
Sign. of the AUTHORISED SIGNATORY (With Name, Designation and Company seal)
Place:
Date:

#### **ANNEXURE-2**

	<u>DECL</u> .	<u>ARATION</u>	5 /
т			Date:
To: Address:	DUE!		
Address:	BHEL,		
Email:			
Sub:	Details of related firms and their area of a	activities	
Dear Sir/ N	Madam,		
	d below details of firms owned by our family in the control of the	members that are doing bus	siness/ registered for same
1	Material Category/ Work Description		
	Name of Firm		
	Address of Firm		
	Nature of Business		
	Name of Family Member		
	Relationship		
2	Material Category/ Work Description		
	Name of Firm		
	Address of Firm		
	Nature of Business		
	Name of Family Member		
	Relationship		
Note: the above	I certify that the above information is true information furnished is found to be false.		tion from BHEL in case a
			1
		From: Supplier Code:	M/s

#### **Annexure-3**

## DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and s	submitted in th	ne Letter H	ead o	f the E	ntity/Firi	m providir	ig ce	ertificate	as ap	plica	ble)
-											
To,											
(Write Name & Addres	s of Officer of	BHEL invi	ting th	ne Ten	der)						
Dear Sir,											
<b>Sub</b> : Declaration reg. order 2017-Revision,							(Pre	eference	e to Ma	ake ii	n India),
Ref: 1) NIT/Tender Sp 2) All other pertinent is		o: <b>BHEL/PS</b>	SNR/S	CP/FA-	MEDEC	INE/E- 342	23				
We hereby certify tha name of the organization for 'Class-I local sup Make in India), Order 2	n here) has a lo plier' / 'Class	ocal contents II local s	t of _ u <b>ppli</b> e	<b>er</b> ' ** a	% and s define	this meet ed in Publ	s the	local c	ontent ent (P	requ refe	uirement
The details of the	location(s)	at which	the	local	value	addition	is	made	are	as	follows:
1		2.									
3		4.									
Thanking you, Yours faithfully,											
						Author	•	•	-		Seal of Bidder)

\*\* - Strike out whichever is not applicable.

#### Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.

- 2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
- 3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

#### **ANNEXURE-4**

#### DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

	(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)
	To,
	(Write Name & Address of Officer of BHEL inviting the Tender)
	Dear Sir,
Sub: [	Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017
	Ref: 1) NIT/Tender Specification No: BHEL/PSNR/SCP/FA-MEDECINE/E- 3423 2) All other pertinent issues till date
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that (SPECIFY THE NAME OF THE ORGANIZATION HERE), is not from such a country/ has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, is applicable)
	I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.
	Thanking you, Yours faithfully,
	(Signature, Date & Seal of Authorized Signatory of the Bidder)
Note:	Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, ther this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

#### SUPPLY POINT DETAILS FORMAT

#### ANNEXURE -V

S.No	BHEL Location	Supplier's supply point -full postal address with name of the contact person	P & T Phone No	Moblie No	Fax No	E Mail ID	Remarks
1	TRICHY -TAMIL NADU		48				
2	RANIPET-TAMIL NADU						
3	BANGALORE- KARNATAKA						
4	HYDERABAD- TELANGANA						
5	JHANSI-UTTAR PRADESH					10.31	
6	JAGDISPUR-UTTAR PRADESH		Tak:				
7	BHOPAL- MADHYA PRADESH						
8	DELHI			N. 27			
•	HARIDWAR- UTTARKHAND						
10	GOINDWAL-PUNJAB					55.4	
11	KOLKOTTA-WEST BENGAL						
12	RUDRAPUR (UTTARKHAND)						
13	VISHAKHAPATNAM (ANDHRAPRADESH)				-		

(SIGN & STAMP)

Details of POs claimed for Qualification against PQR SI no 1 a) and 1 b) -Annex VI

SL.No	PO /RC no	Name of agency who has placed PO/RC	Date of PO	Value of PO	CPSU/Central Govt Institution/CGHS/ NABH Hospital
1					
2					
3					
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44 45					
46					
46					
47					
48					
50					
JU			Total Value		

#### **ANNEXURE-7**

#### **DECLARATION REGARDING BRANDED MEDICINE ITEMS**

(To be typed and submitted in the Letter Head of the Entity/ Firm providing certificate as applicable)

To, (Write Name & Address of Officer of BHEL inviting the Tender)
Dear Sir,
Sub: Undertaking regarding Branded Medicine items
Ref: 1) NIT/Tender Specification No: <i>BHEL/PSNR/SCP/FA-MEDECINE/E- 3423</i> 2) All other pertinent issues till date
We hereby undertake that the quoted medicine items are BRANDED medicines only.
Thanking you, Yours faithfully,
(Signature, Date & Seal of
Authorized Signatory of the Bidder)

#### **Reverse Auction Process Compliance Form**

(The bidders are required to print this on their company's letterhead and sign, stamp before RA) To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir.

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{......} dt. {......}
This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per <u>Annexure 6</u> within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.......} prior to start of the Event.

#### ANNEXURE - 9

#### Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

## RA price confirmation and breakup (To be submitted by L1 bidder after completion of RA)

To - M/s. Service provider - Postal address					
CC: M/s BHEL <i>{Unit-</i> <i>Address-}</i> Sub: <b>Final price quoted o</b>	during Reverse	Auction and price b	reakup		
Dear Sir,					
We confirm that we have o	quoted.				
Rs.{in value & in wo	ords}	for item(s) covered	under tender enqu	uiry No. {} dt.{}	
Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges, other as per NIT}					
as our final landed prices for a period of { in nos			conducted today {d	ate} which will be valid	
The price break-up is as g	iven below.				
Total			- Rs. in value & i	====== n words ======	
Yours sincerely,					
For					
Name: Company: Date: Seal:					