

**RATE CONTRCT FOR PROCUREMENT OF MEDICINES ITEMS FOR TWO YEARS
(2018 – 2020) FOR BHEL HOSPITAL TRICHY & RANIPET**

**BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI-620 014
MEDICAL DEPARTMENT**

NOTICE INVITING TENDER

<u>1</u>	<u>Tender Ref. No.</u>	<u>BHE:MED:STR:DRUGS :2018 – 2020</u>
<u>2</u>	<u>Name of the Contract</u>	<u>Rate Contract for procurement of Medicines items for two years (2018 – 2020) for BHEL Hospital Trichy & Ranipet.</u>
<u>3</u>	<u>Period of Contract</u>	<u>24 Months from the date of award of Contract</u>
<u>4</u>	<u>Tender Document Details</u>	<u>Part I Technical Bid:</u> <u>Pages</u> <u>1. Qualifying Criteria</u> <u>Annexure – I</u> <u>1</u> <u>2. Techno Commercial Bid</u> <u>Annexure - II</u> <u>2</u> <u>3. Technical Terms and</u> <u>Annexure – III</u> <u>7</u> <u>Conditions</u> <u>4. Performance Bank</u> <u>Annexure – iV</u> <u>2</u> <u>Guarantee</u> <u>5. Integrity pact</u> <u>Annexure – V</u> <u>8</u> <u>6. No Deviation format</u> <u>Annexure - VI</u> <u>1</u> <u>7. Technical Bid format</u> <u>Annexure VII</u> <u>13</u> <u>Part II Price Bid:</u> <u>8. Price Bid format</u> <u>Annexure – VIII</u> <u>12</u> <u>9. Check list for enclosures</u> <u>Annexure – A</u> <u>1</u> <u>10. Purchase order Value</u> <u>a. Rs.2.5 crores Po value of</u> <u>CPSU Hospitals</u> <u>Annexure – B1</u> <u>1</u> <u>b. Rs 1 crore Po value of</u> <u>CPSU /Central Govt.Hospitals</u> <u>Annexure – B2</u> <u>1</u> <u>Data to be filled by Vendors and Supporting formats</u>

Vendor Signature with Seal



5	Place of submission of Tender Document	Medical Stores, BHEL Main Hospital, Kailasapuram, Trichy – 620 014. (Tamil Nadu)
6	Last date for Receipt of Tender	Ddmmyy – 12.00 Hrs.
7	Date of Techno Commercial Bid opening	Ddmmyy – 14.00 Hrs.
8	Date of Price Bid opening	Will be intimated separately to Technically Qualified Vendors only.

Vendor Signature with Seal



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ANNEXURE - I

QUALIFYING CRITERIA

SL. NO	DESCRIPTION	COMPLIED	NOT COMPLIED
1	Vendors must have previous experience in supplying Medicines Items to Central Public Sector undertaking (CPSU) / Central Govt Hospitals		
2	Vendors must enclose 3.5 Crores value of Purchase Order to supply of medicines to CPSU Hospitals / Cental Govt Hospitals. (From 01.04.2014 to 31.03.2017) Note : Total value of above po's shall be Rs 3.5 crores with minimum of Rs 2.5 crores from CPSU Hospitals (Annexure- B1) and the balance of Rs 1 crore , the vendor shall enclose po's from CPSU Hospitals preferable / Po's of Central Govt Hospitals (Annexure B2) acceptable.		
3	Vendors should offer BRANDED Medicine items only and not offer GENERIC / BRANDED GENERIC Medicine items		
4	Vendors must enclose a copy of their valid License of Manufacturing / Marketing for Medicines items .		
5	Vendors must enclose a copy of Audited Balance sheet and Income Tax return acknowledgement form for the last 3 Financial years, FY 2014 – 2015. 2015 – 2016 & 2016 - 2017		
6	The Vendors if finalized for the Rate Contract, must agree to furnish a security deposit in the form of Bank Fixed Deposit Receipt for 5 % of the value of Rate Contract (in the Name of BHEL) which will be refunded after the completion of Rate Contract. Instead of Bank Fixed Deposit Receipt, Bank guarantee for this value can also be furnished in the enclosed Bank guarantee format.		
7	Vendor must agree to LD clause and Risk Purchase as per the Terms and Conditions.		

VENDOR SIGNATURE & SEAL



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PART I - TECHNO COMMERCIAL BID. ANNEXURE-II

A: Vendor Profile

SL. NO.	PARAMETER	VENDOR TO SPECIFY
01	Name of the Agency/Company/Vendor and year of Establishment	
02	Register / Head Office Address.	
03	Register / Head Office Address contact person details Name, Phone No., Mobile No , Fax No , e-mail address if any.	
04	Marketing Office address (Packing and forwarding)	
05	Marketing Office Contact Person Details Name, Ph. No Mob. No e-mail, Fax if any	
06	Goods and Service Tax (GST) Registration	Copy of GOODS AND SERVICE TAX (GST) REGIATRATION Enclosed /Not Enclosed
07	Manufacturer / Marketing / Loan Licence / Import Licence with Govt. approved certificate& agreement copy, details to be enclosed with list of items in each category	

VENDOR SIGNATURE & SEAL



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II . Technical Competence

01	Vendor shall have any certification in the field of Manufacturing or selling / 1 (Copy of the certificate to be submitted by the Vendor)	
02	Already supplying to BHEL Unit, if any BHEL Unit specify	
03	List of CPSU Hospitals/ Central Govt Hospitals already being supplied	Enclosed / Not Enclosed
04	Vendors shall have Dealer for Supply to BHEL HOSPITAL , TRICHY -620 014 Contact Person's , Name, Ph No Mob. No e-mail , Fax etc.	
05	Vendors shall have Dealer for Supply to BHEL HOSPITAL,RANIPET -632406 Contact Person's , Name ,Ph No Mob. No e-mail , Fax etc.	

III. Financial Soundness

01	Balance sheet statement duly certified by chartered accountant with CA membership NUMBER.	2014-2015	Enclosed / Not Enclosed
		2015-2016	Enclosed / Not Enclosed
		2016-2017	Enclosed / Not Enclosed
02	Income tax Return Acknowledgment	2014-2015	Enclosed / Not Enclosed
		2015-2016	Enclosed / Not Enclosed
		2016-2017	Enclosed / Not Enclosed

IV. Statutory conditions

1	Income Tax Registration (PAN) (Details & self – attested copy to be furnished)	Copy of Income Tax Registration Enclosed / Not Enclosed
2	Offer validity shall be 6 months from the date of Tender opening	Accepted / Not Accepted
3	EFT DETAILS	

VENDOR SIGNATURE & SEAL



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ANNEXURE III

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI-620 014
MEDICAL DEPARTMENT

TELE: 0431-2577434, 2573905, 2571958 & 2553348, FAX: 0431-53222

E-mail: npeswar@bheltry.co.in, medpur@bheltry.co.in,
medsurstores1@bheltry.co.in

REF: BHE/MED/STR/DRUGS /2018-2020

DT:05.04.2018

THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER.

FAX / E MAIL OFFERS WILL NOT BE CONSIDERED.

Dear Sir,

Sub: Request for Quotation for finalising Rate Contract for supply of Medicines items to BHEL Trichy & Ranipet for 2 Years 2018-2020.

We have great pleasure in inviting offers for entering into a Rate Contract, valid for **TWO YEARS** from the date of finalising the contract, with a view to arrange for procurement of Medicines Items required for BHEL Trichy & Ranipet. The list of Medicines items and also our requirement quantity for 2 years in respect of each item is indicated in the schedule of items enclosed.

A. QUOTATION MUST COMPLY WITH THE TERMS & CONDITIONS LISTED BELOW:

1. The offer shall be based on **"DOOR DELIVERY"** to our **MEDICAL STORES / BHEL Main Hospital, Trichy 620 014 & Ranipet 632 406**.
2. **Vendors should offer only Branded medicines and not offer / Generic / Branded Generic medicines items.**
3. Rates quoted shall be **"FIRM"** during the tenure of Rate Contract 2 years and **"NO ESCALATION"** in rate shall be allowed. The rate quoted shall be valid **"FIRM" Inclusive of base price, freight & insurance, F.O.R BHEL MEDICAL STORES TRICHY & RANIPET.** GST extra as applicable .In case of any changes in GST as per Govt. Notification the same shall be applicable from time to time.

Contd....2



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4. a. Offers for part quantity on item level 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.

b. Price to be quoted w.r.t. BHEL's 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.

c. OFFER VALIDITY:

Vendor shall specify the validity period of the offer submitted. In case the day up to which the tenders are to remain valid falls on / subsequently declared a holiday or closed day for the Purchaser, the tender validity shall automatically be extended up to the next working day.

5. Quotations sent by Telex, Mail & Fax will be ignored and rejected. Vendors should quote the rate only for tendered items as per Annexure VI.
6. Voluntary quotation if any and late tenders will not be considered for further Processing
7. In the event of any reduction of prices, after the tender opening date/ during contract Period (as per Govt. of India notification, wherein prices of certain items may be slashed down), the benefit should be passed on to the Buyer.
8. Rate contract will be entered into by BHEL with finalized vendors as per BHEL Terms and conditions for the identified items. After finalizing the Rate contract, Purchase orders will be released based on the Rate contract as per requirement.

Normal expiry date of all items should be minimum one year at the time of Supply. Vendor will have to replace in the event of all the items having six months nearing expiry. BHEL will intimate before six months for replacement of the nearing expiry items. Your quotation should specify clearly the shelf-life of each item.

Contd.....3



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9. **L.D Clause:**
a.LD should be 0.5% of the total order value per week or part thereof subject to a maximum of 10 % of total order value .

b.For staggered delivery schedule, LD should be 0.5% for undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.
10. **Risk Purchase Clause:** If items are not supplied beyond the purchase order delivery date, in case of emergency, BHEL will procure the same items through alternative sources, the difference in price will be recovered from vendor's pending bills.
11. 100% payment shall be made within 60 days after receipt of items at BHEL's stores Trichy/ Ranipet and acceptance of items based on original / copy of self-attested test reports.
12. Original / copy of self-attested test reports are to be furnished along with Consignment of items. Acceptance of items / payment of above Consignment are to be made only after receipt of above test reports.
13. **The delivery period shall be 45 days from Purchase Order date.**
14. Any item in this contract (RC) , if finalized subsequently in CP contract 2018-2020 that item automatically stands cancelled from this contract.

B. GENERAL TERMS & CONDITIONS:

1. In case of any dispute arises out of this contract, the decision of Medical Superintendent of BHEL / Trichy shall be final and binding on all the parties.
2. 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, concerned vendor's name will be deleted from the approved vendor list.
3. Frequent changes in local supplying agency is not acceptable. Not more than two Change shall be allowed during the tenure of the Rate Contract.
4. Literature / catalogues shall be attached with the offer.
5. Proper packing to be ensured and material shall be stamped as **"BHEL SUPPLY, NOT FOR SALE"**

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6. **Evaluation of offers :**

- a) The price bid of the technically acceptable offers alone shall be opened and the Offers will be evaluated on the basis of total cost to BHEL.
 - b) BHEL reserves the right to increase or decrease the tendered quantity.
 - c) 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.
 - d) The offer will be evaluated based on total cost to BHEL.
7. BHEL reserves the right to terminate the Rate Contract at any point of time without assigning any reasons like inadequate supply, delay in supply etc.
 8. The Agents / Distributors submitting Quotations on behalf of their Principal shall enclose a letter of authorization from their principal, specifying the tender reference.
 9. **NO DEIVATION FORMAT** must be filled and duly signed (Annexure –VI)
 10. In case there is any merger / take over / change of address during the Course of Proposed Rate Contract, it is the duty of the supplier to inform BHEL accordingly with proper documentary evidence, by both the parties, so that suitable amendments can be done
 11. Once Rate Contract is finalized, for any failure to supply the items against Purchase Orders Placed under the Rate Contract, appropriate action will be taken including deletion of the vendor from BHEL vendor list.
 12. 1 Original and 2 copies of Invoices/bills 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.
 13. All supply Invoices will be accounted and sent for payment within 15 days from the date of receipt of supply in stores. Any clarifications/corrections in the invoices, should be settled within 15 days from the date of goods receipt.

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13. **Integrity pact: Annexure -V**

a) Signed Integrity Pact (IP) should be furnished along with the offer. IP would be signed by authorized official of the bidder/vendor/Contractor.

Offer without signed integrity pact (IP) shall be rejected. Copy of IP format is enclosed. This tender will be monitored by independent external monitor (IEM) for information only.

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

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

Details of IEM for this tender is furnished below:

NAME : Shri. D.R.S. CHAUDHARY. IAS (Retd)

**Address: E-1 /164 ARERA COLONY ,
BHOPAL – 462 016**

Phone : 225461000

Email : dilip.chaudhary@icloud.com

- c) Please refer section -8 of the IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process. The matter may be referred to the IEM mentioned in the tender.

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 clarifications /issues shall be addressed directly to the tender (procurement) department.

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13. **Bank Guarantee:**

The bidder in the event of finalization of contract, should furnish a Bank Guarantee from BHEL's consortium Banks or counter guarantee by Vendor's Bank to BHEL's consortium banks, at no extra cost to BHEL, in a Performa prescribed by BHEL, provided along with the Contract awarding letter, for an amount equivalent to **5% (Five percent)** of the total value of the contract finalized for the Vendor. The Bank Guarantee shall be valid for the total period of contract from the date of entering into contract with BHEL. Any deviation to this may lead to rejection of the offer.

14. **Fraud Prevention Policy:** "The Bidder along with its associate / collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

15. ANY CHANGES TO SUPPLIER'S QUOTATION IF INTIMATED AFTER TENDEROPENING WILL NOT BE CONSIDERED.

C. SUBMISSION OF OFFERS:

1. The Offer should be addressed to

**SR.MANAGER / PURCHASE / STORES,
BHEL MAIN HOSPITAL
KAILASAPURAM**

TRICHY – 620 014 (TAMIL NADU) to reach on or before 12.00 Hrs on the notified tender opening date and the same are to be dropped in the Tender Box which is kept in the Medical Stores ,BHEL MAIN HOSPITAL Kailasapuram ,Trichy -620 014.

2. **BHEL is not responsible for any Postal delay.**
3. **Vendor has to submit Part I (Technical Bid –Annexure VII) & Part II (Price Bid – Annexure VIII) in separate covers.**

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4. The first envelope shall be sealed and super scribed as Part I (Technical Bid for NIT).
5. The Second envelope shall contain only Part II (Price Bid) for above rate contract as per scope and to be quoted as per the format given in the Price Bid. **Any other information in price bid will not be considered.** The envelope shall be sealed and super scribed as Part II (price bid) for NIT _____
6. All the above two envelopes shall be kept in to one cover sealed and super scribed as **Tender Documents of Drugs Items rate contract for the year 2018-2020. As per NIT** _____
7. After finalization of contract, an agreement with BHEL, containing BHEL Terms & Conditions given in clause A & B of the tender documents shall be neatly typed on **Rs.100/-** value **Bond Paper** and duly signed and stamped on all the pages in person in the office of SM/Stores/BHEL Main hospital for the acceptance of the same. Two copies of this agreement bond shall be prepared (one copy to BHEL & one copy to vendor) the contract will be entered into with the vendor only after signing the Agreement. After that only Purchase Orders will be released.

Yours faithfully,
For BHEL Heavy Electricals Ltd.



N.PARAMESWARAN
SR.Manager/Medical /Stores/Admin

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TO BE STAMPED IN ACCORDANCE WITH STAMP ACT AND THE EXPIRY DATE OF BG MUST BE AFTER 60 DAYS FROM THE DATE OF COMPLETION OF CONTRACT PERIOD)

PERFORMANCE BANK GUARANTEE

ANNEXURE-IV

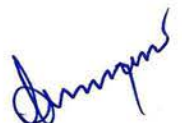
1. In accordance of M/s. Bharat Heavy Electricals Limited (A Government of India undertaking, a company incorporated under the Companies Act 1956 having its Registered Office at "BHEL House", SIRI Fort, New Delhi 110 049) through its High Pressure Boiler Plant Division located at Tiruverumbur, Tiruchirapalli- 620 014 (hereinafter called „the Company“) having entered into a contract with.....hereinafter called „the said contractor „, which term includes „suppliers“ for the purpose of this Bond and under the terms and conditions of the contract No .**BHE: MED: STORE:DRUGS:2018-2020 Dt 05.04.2018.**

Between BHEL, Trichy and as per the contract, the contractor / supplier is to furnish a performance Bank guarantee for Rs. for the supply of medicines to BHEL Hospitals Trichy under the above referred contract and for the fulfillment of all the terms and conditions of the contract, We(indicate the name of the bank) (herein after referred to as the bank) at the request of (Contractor(s)) do here by undertake to pay the company an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.

2. We(indicate the name of the bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) „failure to perform“ the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We.....(indicate the name of Bank), further agree that the guarantee herein cont shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Office / Department/ Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.



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5. (I) Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack.Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.

6. We(indicate the name of Bank), further agree with the company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

8. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.

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

10. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

11. We(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing.

In witness whereof we....., (indicate the name of Bank) have hereunto setout Bank Seal
the _____ day _____ month 2017.

BANK E-MAIL ID:

BANK PHONE NO.

BANK FAX NO:



INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for

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

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

Section 1 – Commitments of the Principal

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

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

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved

in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 – Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders/ Contractors /Sub-contractors

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

Section 8 –Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the

Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal
(Office Seal)

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

Place-----

Date-----

Witness: _____

(Name & Address) _____

Witness: _____

(Name & Address) _____



RATE CONTRCT FOR PROCUREMENT OF MEDICINES ITEMS FOR TWO YEARS
(2018 – 2020) FOR BHEL HOSPITAL TRICHY & RANIPET

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI-620 014
MEDICAL DEPARTMENT

NO DEVIATION FORMAT **Annexure –VI**

REFERENCE	BHE:MED:STR:DRUGS:2018-2020
DESCRIPTION	RATE CONTRACT FOR PROCUREMENT OF MEDICINES ITEMS FOR TWO YEARS (2018-2020) FOR BHEL HOSPITALS TRICHY & RANIPET.
REF NO	NIT NO
NAME OF THE VENDOR	
CONTACT PERSON DETAILS	

CERTIFIED THAT THE QUOTED MEDICINES ITEMS ARE BRANDED ONLY NOT GENERIC, BRANDED
GENERIC AND NUTRITIONAL PRODUCT. WE ACCEPT ALL THE OTHER SPECIFIATIONS AND
REQUIREMENTS IN FULL TO YOUR ENQUIRY.

STATION :

DATE :

SIGNATURE OF PIRMS REPERSENTATIVE
WITH SEAL

