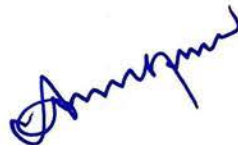


ANNEXURE -I

QUALIFYING CRITERIA

1. The Vendor should supply only specific **BRAND MEDICINES** having minimum 1 year expiry against BHEL requirements and shall be based on " DOOR DELIVERY "basis to our Stores .In case of change of Brand , BHEL Doctor's approval must be obtained.
2. The vendor should submit valid copy of certificate of renewal of license to sell, stock or Exhibit for sales of distribute drugs (**Form 21-C**) from authorized License authority.
3. The supply point should be located within **25 KM.** radius from BHEL MAIN HOSPITAL – Trichy – 620 014.
4. The Supplier if finalized for the contract must agree for executing a **BANK GUARANTEE SECURITY DEPOSIT for a value of 5%** of the total contract value finalized for that Particular vendor.



ANNEXURE-II

VENDOR DETAILS

SL. NO.	PARAMETER	VENDOR TO SPECIFY
01	Name of the Vendor	
02	Pan No & GST Account No	
03	Regd / Head Office Full Address	
04	Regd / Head Office Contact Person's Name details/ Phone No / Mobile No / e-mail Fax No etc,	
05	Local Supply Point Full Address.	
06	Local Supply Point / Contact Person's Name details/ Phone No / Mobile No /e-mail Fax No etc,	
07	Distance of the Local Supply Point from the BHEL HOSPITAL in KM (Clause 9 of the Terms and Conditions)	
08	Pl. confirm the offer validity should be 120 days from the date of Tender opening .	
09	Pl. confirm the BG should be submitted as per BHEL format as per BHEL tender condition (Annexure-VI)	



10	Confirm the Payment term as: 100% shall be made within 60 days after receipt & acceptance of items at BHEL Medical store / Pharmacy Trichy .	
11	Confirm the acceptance of Risk purchase clause as per Clause 12 of terms and conditions of the tender.	
12	Confirm the acceptance to supply the BRAND PRODUCTS as per BHEL requirements throughout the contract period of TWO YEARS at the firm quoted Discount.	
13	Already supplying to BHEL Unit if any specify.	
14	Validity of certificate of licence to sell ,stock or exhibit for sale or distribute drugs (FORM 21 –C) enclosed / Not	
15	Any other certificates regarding similar supply to other institutions if any.	

Vendor Authorized signatory & seal with date



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

Annexure-III

PHONE: 0431 2573905, 2574272, 2553348 FAX: 91 0431 2576831
E-mail medstores@bheltry.co.in, medpur@bheltry.co.in, dgopi@bheltry.co.in
Medsurstores1@bheltry.co.in

BHEL/MED/STR/SPOT/LP/2017-2019

DATE: 28/10/2017

Procurement of SPOT/LOCAL PURCHASE MEDICINES-Required for our Main Hospital & RSK Dispensary- Trichy for the year 2017-2019

Terms & Conditions

This rate contract is for two years with a view to arrange procurement of medicines Required for diseases like cardiac, diabetic, hypertension ophthalmology, dermatology, cancer, Anesthesia, psychiatric, pediatric, antibiotics etc. for our pharmacy / stores BHEL HOSPITAL, Kailasapuram , Trichy & RSK Dispensary, Trichy.

Consolidated list of medicine prescriptions / requirements are to be collected from Pharmacy / stores BHEL Hospital /kailasapuram & pharmacy BHEL RSK Dispensary / Thillai Nagar/ Trichy and handover these items to the concerned on day to day basis along with the bills (to be submitted in triplicate).

Pharmacy / stores at the time of receipt of above items will check as per requirements including MRP.

Our tentative value of the above 2 categories of purchase (Spot/Local purchase) is expected to be **Rs.200 Lakhs for two years** approximately. The value may vary as per actual Requirements.

Considering the above vendors shall submit most competitive offer through open tender indicating maximum % of discount on MRP of above required medicines .Rate contract Will be finalized with one / more suppliers who can offer maximum % of Discount on MRP and ensure regular supply to BHEL HOSPITAL TRICHY for a period of Two years.

L1 rates, if required will be counter offered to other vendors as per BHEL Purchase Policy 2013 and accordingly split the *order* if required.

Contd...2./



Quotation must comply with the terms and condition listed below.

1. The offer shall indicate % of discount on MRP Only.
2. The offer should only be for **Branded Products** having with minimum 1 year expiry against our requirements and shall be based on " DOOR DELIVERY " basis to our MEDICAL STORES/ PHARMACY of BHEL MAIN HOSPITAL, Kailasapuram and RSK Dispensary / Trichy. In case of change of Brand, BHEL Doctor's approval must be obtained.
3. In case vendor is not having any item, he has to procure from other sources and Supply to us as per terms and conditions.
4. Discount of % quoted shall be "FIRM" during the tenure of rate contract (two years)and no change shall be allowed.
5. Please identify a person in your company with full correspondence Address, Telephone No, Mobile No, Fax No and Email Id for daily collection ,supply of medicines ,any Clarification and correspondence as per enclosed **Annexure II.**
6. Please indicate your respective local supply point's full correspondence address with Contact person name ,Telephone no,Moblie no,Fax no,Mail Id, who are responsible for Supply, billing, execution and receipt of payment for BHEL Hospital Trichy as per **Annexure II.**
7. The vendor shall quote % of discount on **MRP** as per **Annexure IV.**
8. The vendor shall submit valid copy of Certificate of renewal of license to sell ,stock or Exhibit for sales of distribute drugs (from 21-c) from authorized license authority.
9. The supply point should be located within **25 KM.** radius from **BHEL MAIN HOSPITAL.**
10. BHEL will send the daily requirements of medicines through mail .Vendors should Intimate the status of the availability and MRP of the items through reply Mail based on our daily requirements.
- 11 .The supply of the items should be done on the **Same day/ Next day.**
- 12.**Risk Purchase:** Items should be Supplied within three days from the date of requirements from BHEL. Beyond three days if the medicines are not supplied by the vendor, BHEL will procure those medicines from other sources and the difference in cost will be deducted from the vendors bills. In this, **BHEL MEDICAL SUPERINTENDENT** decision is final depending Upon the urgency.
- 13.One Original and two copies of Invoices / Bills are to be sent along with the Consignment while dispatching the materials. Supply without invoice will not be accounted and payment processing will not be done.
- 14.100% payment shall be made within 60 days after receipt at BHEL'S Stores / Pharmacy Trichy and acceptance of medicines.

Contd...3/



15. In case of discontinuation of the contract BHEL/Vendor shall intimate in writing Before three months.
14. In case of any dispute arises out of this contract, the decision of Medical Superintendent BHEL /Trichy shall be final and binding on all the parties.
15. BHEL reserves the right to negotiate or refloat the tender opened, if max % discount on MRP is not the best acceptable discount to them inter-alia other reasons.
16. Proper packing is to be ensured and MRP shall be visibly shown.
17. **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.

18. **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.
19. **MSE VENDORS:** As per Govt. norms **MSE** vendors participation is applicable for this contract as per (**Annexure V**) . Vendors shall submit the MSE certificate as per the given **Annexure**.
20. ANY CHANGES TO SUPPLIER'S QUOTATION IF INTIMATED AFTER TENDER OPENING WILL NOT BE CONSIDERED.

Your offer should be addressed to:

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



21. 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 SDGM/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 After finalization of contract an agreement

NOTE :

I. VENDOR SHALL FILL AND SIGN & STAMP THE FOLLOWING ANNEXURES .

- 01. QUALIFYING CRITERIA (ANNEXURE I)
- 02. VENDOR DETAILS WITH SUPPORTING DOCUMENTS. (ANNEXURE II)
- 03. TERMS AND CONDITIONS (ANNEXURE III)
- 04. PERFORMANCE BANK GUARANTEE FORMAT (ANNEXURE VI)

II. PRICE BID FORMAT DULY FILLED, SIGNED & STAMPED BY AUTHORISED SIGNITARY OF THE COMPANY. (ANNEXURE IV)

Yours faithfully
For BHARAT HEAVY ELECTRICALS LTD



(K.CHANDRASEKARAN)
OFFICER / PURCHASE/ STORES
BHEL Main Hospital / Trichy -620 014

PRICE BID FORMAT

SPOT / LOCAL PURCHASE

ANNEXURE IV

SL NO	NAME OF THE SUPPLIER	% OF DISCOUNT ON MRP (FOR ALL ITEMS)

AUTHORISED SIGNATURE & SEAL WITH DATE



ANNEXURE -V

Special Provisions for Micro and Small Enterprises (MSE) bidders registered as per MSME act:

- i) 20% of the tendered quantity is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.
- ii) Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC/ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.
- iii) In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.
- iv) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM II)
- v) Valid NSIC certificate or EM II certificate along with CA certificate (Format enclosed as per **Annexure V-1**) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over.
- vi) Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.
- vii) In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.
- viii) In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.



Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:
Category: (Micro/Small), (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost
excluding land and building and the items specified by the Ministry of Small Scale Industries vide its
notification No.S.O.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. For Service Enterprises: Investment in equipment (original cost excluding land and building and
furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED
Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

The above investment of Rs.....Lacs is within permissible limit of
Rs.....Lacs forMicro / Small (Strike off which is not applicable)
Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not
applicable) and the date of graduation of such enterprise from its original category is
(dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such
enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published
in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant



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-VI

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:STR:2017-2019 / SPOT / LP Dt 28-10-17 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 hereby 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 contained 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.



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:

