



Bharat Heavy Electricals Limited

(A Government of India Undertaking)

POWER SECTOR – SOUTHERN REGION, CHENNAI

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Tender document no: ENQ:20:PS:0005:PUR:14

Date: 14/08/2020

SUB: Open Tender Two Part for Supply / Dispensation of Medicines to Chennai based BHEL Regular/ Retired Employees of Chennai based BHEL Units for a period of 2 (Two) Years.

On line Offers are Invited from Reputed & Experienced Bidders (Meeting Pre-Qualification Criteria as mentioned) through E-Procurement Portal <https://bhel.abcprocure.com> only for the subject Job by the Undersigned on behalf Of Bharat Heavy Electricals Limited as per the Tender document for Supply / Dispensation of Medicines to BHEL Regular/ Retired Employees of Chennai based BHEL Units for a period of 2 (Two) Years. Following Points Relevant to the Tender may please be noted and complied with.

Sl.No	ISSUE	DESCRIPTION
01	e-Tender Number	ENQ:20:PS:0005:PUR:14 BHEL NIT NO:54219 Date: 14/08/2020
02	BROAD SCOPE OF JOB	PHARMACY : Supply / Dispensation of allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai-based serving and retired employees of 3 divisions of Chennai based BHEL Units for a period of 2 (Two) Years.
	DETAILS OF TENDER DOCUMENT	VOLUME-IA : TECHNICAL BID (PQR & TECHNICAL SPECIFICATION) VOLUME-IB : SPECIAL CONDITIONS OF CONTRACT (SCC) VOLUME-IC : GENERAL CONDITIONS OF CONTRACT (GCC) VOLUME-II : PRICE FORMAT , UNPRICED FORMAT VOLUME-III : NO DEVIATION CERTIFICATE , POWER OF ATTORNEY, INTEGRITY PACT
03	ISSUE OF TENDER DOCUMENTS	(a). Online through e-Procurement portal https://bhel.abcprocure.com (b). For Tender View Purpose : BHEL Web site www.bhel.com & CPP Portal.
04	DUE DATE & TIME OF OFFER SUBMISSION	Due Date: 21/08/2020 , TIME: 14.00 Hrs IST (Offer to be Submitted online only through e-Procurement platform at https://bhel.abcprocure.com
05	TECHNO -COMMERCIAL BID OPENING OF TENDER	Date: 21/08/2020, TIME: 14.30 Hrs IST (Offer to be Submitted online only through e-Procurement platform at https://bhel.abcprocure.com Participating bidders may witness the same online only.
06	LAST DATE FOR SEEKING CLARIFICATIONS	Date: 18/08/2020 TIME: 17.00 Hrs IST

07	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	APPLICABLE, IEM DETAILS Refer VOLUME- III
08	LATEST UPDATES	Latest Updates on the important dates , Amendments, Correspondences, Corrigenda, Clarifications, Changes, Erarata, Modifications, Revisions etc to Tender Specifications will be hosted in BHEL Webpage (www.bhel.com → Tender Notifications → view Corrigendum & CPP Portal → Tender Notice & E-Procurement Portal https://bhel.abcprocure.com) Bidders to keep themselves updated with all such information.

The offer shall indicate % of Discount on MRP only and the offer shall be submitted as per the instructions of tender document. Only One set of tender document (in original, downloaded from website) signed by authorised company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. Rates/Price including Discounts/Rebates mentioned any where / in any form in Techno Commercial Offer other than the Price Bid, shall not be entertained, Unsolicited discounts received after opening of Techno commercial Offer shall not be consider for evaluation.

For E-PROCUREMENT ASSISTANCE & TRAINING, M/s E-PROCUREMENT TECHNOLOGIES LIMITED HELPDESK PERSONS AS PER FOLLOWING: -

Support Team Contacts:

Contact Person : BHEL Support Team Ahmedabad, Cell : +91-79-68136819 - 09

Phone Nos. : +91-79-68136809 / 6819/

e-Mail : bhel.support@abcprocure.com

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. Helpline numbers are cited below:

- Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- Mr. Himanshi , Support Executive, Ph: +91 7968136809, e-mail ID: himanshi.k@eptl.in
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "Knowledge section".

Volume-IA TECHNICAL BID

1. PRE QUALIFICATION CRITERIA (PQR):

- i. Network of minimum 30 or more retail outlets operating in Greater Chennai Corporation Limits and other Urban areas in the District of Thiruvallur, Chengalpattu and Kanchipuram. Details of all the outlets has to be submitted by the agency.
- ii. More than 5 years of retail business experience in medicals and surgicals in Chennai. Drug License has to be submitted by the agency as a proof.
- iii. Credit facility to be extended at the outlets in Greater Chennai Corporation limits and other Urban areas in the District of Thiruvallur, Chengalpattu and Kanchipuram to all the eligible BHEL medical beneficiaries.

2. TECHNICAL SPECIFICATION:

- I. The Contractor will supply allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai-based serving and retired employees of 3 divisions of BHEL as per the prescription slips issued by our authorized company medical officer/other doctors through their outlets in Greater Chennai Corporation limits and other Urban areas in the Districts of Thiruvallur, Chengalpattu and Kanchipuram on Credit.
- II. bidder to quote the price bid in terms of Discount (in percentage) on MRP. The indicated indicated annual sales volume shall be Rs. 8.4 Crores approximately (Excluding GST & Discount). All medicines to be supplied at the discounted rate, viz. a flat rate discount as quoted on the printed price (MRP) of each and every medicine supplied. The bids will be evaluated based the quoted flat rate discount in percentage on MRP.
- III. The Contractor will have to maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to BHEL beneficiaries.
- IV. In case of failure or refusal to supply the medicines, the contract is liable to be cancelled at his risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from contractor.
- V. Whenever the quantity / size of a bottled liquid drug is not specified in the prescription, in all such cases a pack of smallest size of the said brand should only be supplied.
- VI. The Contractor has to indicate batch number and name of manufacturer, expiry date in the invoice/bill at the time of supply.
- VII. Medicine prescribed should be supplied without any substitute. Some medicines prescribed for a month may be issued. In any case medicines may not be issued for more than a month, unless expressly stated in the prescription.

3. PERIOD OF CONTRACT:

The Proposed contract period is for 24 months w.e.f . 03.09.2020 or 24 months w.e.f the date of award of contract.. If required by BHEL the contract can be terminated after a lock-in period of 10 months, with 3 months notice period to the vendor.

4. BHEL OBLIGATIONS:

The entire job of collection of medicines, storage and its distribution will be responsibility of contractor for smooth management through their engaged manpower. BHU shall not be responsible for any kind of dispute and non-readiness of the medicines on time as per the demand of the bonafide staff members.

5. LIABILITY OF THE CONTRACTOR:

- i. Qualified Pharmacists should be available for identifying and dispensing with the medicines to be supplied to the regular/retired employees of the BHEL
- ii. The supply of medicines will be made on the same day against prescription slip to BHEL employees/ retirees only. The Contractor shall dispense only medicines on credit basis against prescription slips to BHEL employees / retirees.
- iii. **NON-AVAILABILITY OF MEDICINES:** When medicines are not available with the supplier for supply, same will be procured from the market and supplied by the supplier on the very day the prescription has been received. In emergency situations only, the medicines may be arranged to be door-delivered, free of delivery charges
- iv. **LOOSE SUPPLIES:** Medicines are required to be supplied in original packing of manufacture and in approximately nearest to the total quantity demanded. Loose supplies are to be made only when the difference between the quantity actually required and the quantity contained in the nearest original packing exceeds the limit of 20% of the demand. The bill for such loose supplies will be calculated, on the basis of the total quantities of each items supplied on any particular day, in proportion to price of the quantity actually supplied. The Contractor have to attach the package containing description, rate dates etc to his bill of items supplied.
- v. **PACKING SUPPLIES:** Medicines are required. to be supplied in original packing of manufacturer and in approximately nearest to the total quantity as prescribed.
- vi. Record to be maintained The Contractor has to indicate batch number and name of manufacturer, expiry date in the indents at the time of supply. Medicine prescribed should be supplied without any substitute
- vii. Quality & Quantity of medicine and repercussions on its non-maintenance: In case it is found that any particular medicine supplied is substandard or spurious or beyond the expiry period, the Contractor is liable to be black listed for a period of 5 years besides any other appropriate legal action as admissible under the law.
- viii. **LIFE PERIOD:** The life of medicines supplied should not have passed more than half in the case of short life and one year in the case of long life medicines from the date of manufacture at the time of supply
- ix. The Contractor shall dispense only those medicines in the prescription on credit to BHEL employees / retirees in the outlets.
- x. The safe custody of the medicines is to be maintained by the Contractor. The Contractor will cover the insurance cost. This includes the lifesaving drugs as well.

6. **ESTIMATED SALE:** From past experience of our requirement the total turnover of supply and billing of medicines may go up to Rs. 8.4 Crores approximately per annum. However, BHEL will not conform to have any obligations of meeting such targets. The target of sale may vary depending upon the requirement.
7. The Contractor shall furnish a declaration that the medicines supplied is the best quality and in accordance with the specifications and if the articles are found that they are not as per the description, the same can be rejected. In case of rejection, such medicine, it may be replaced forthwith failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the conditions of the warranty.
8. **PRODUCTION OF BILLS:** The Contractor shall present their bill computer generated for each month's supply on the basis of prescription slip within ten days of the closing day of each respective month. The bill shall show in detail the supply made each day along with the details of the medicines as supplied together with the doctor's prescription. The bills must be submitted along with original prescription slip of BHEL's authorized medical officer/doctors.
9. **PAYMENT TERMS:** The supplier shall claim payment once a month by submitting the bills along with all the necessary documents in complete prescribed form. The payment will normally be arranged within thirty days from the date of presentations/submission. Payment will be made through NEFT (electronic fund transfer)
10. **DISPUTES & ITS JURISDICTION:** In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the Contractor.
11. **ARBITRATION:** The Contractor will be bound to the arbitration procedure/details mentioned in the General conditions of contract.

Volume-IB SPECIAL TERMS AND CONDITIONS

- 1.0 This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com> Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1. No deviation certificate in bidders Letterhead as per format given in Volume-III (To be attached in Attachment section). 2. Scanned copy of (a).Power of Attorney document mentioned with Tender Number / date in Judicial Stamp paper and Notarised along with offer. Offers without Power of attorney Document will not be Considered. (b). Scanned copy of duly filled in Integrity Pact (IP) document as in Annexure-I & IA. (c) Authorization Letter and (d).Covering letter of offer (To be attached in Attachment section) 3. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 4. Duly filled all annexures (To be attached in Attachment section). 5. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section).
PRE-QUALIFICATION PART	8. Pre-qualifying documents with all credentials as per VOLUME- IA. (To be attached in PQ Attachment section)
PRICE BID	9. Duly filled in Price Schedule (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from Tendered Price format, shall not be taken into cognizance for evaluation of offer.

2.0 SPECIAL NOTE:

- The offer shall indicate % of Discount on MRP only** .Offer & documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.
- All documents / Annexures submitted with the offer shall be properly annexed and uploaded in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- “ 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 L-1 Status even after soliciting discounts, the L-1 bidder shall be decided by toss/draw of lots, in the presence of 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.”

3.0. Goods and service Tax (GST) & Cess

- 3.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 3.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.
- 3.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN - 33AAACB4146P2ZL

ADDRESS – BHEL PSSR, HEAD QUARTERS, CHENNAI
- 3.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 3.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 3.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 3.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 3.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 3.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 3.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL

4.0. All taxes and duty other than GST & Cess

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, 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, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

5.0. Statutory Variations

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

6.0. New Taxes/Levies –

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

7.0. Direct Tax

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

- 8.0. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 9.0. **The offer shall indicate % of Discount on MRP only** . Discount of % quoted shall be FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. Rates quoted shall be except GST. Supplier should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The Value exclusive of GST will be considered while comparing your offer to arrive L1 status. BHEL will not furnish any 'Concessional " Form..
- 10.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 11.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
- 12.0. NO Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL, Bidders are requested to positively comply with the same
- 13.0 DELIVERY TERM: Contractor shall supply allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai-based serving and retired employees of 3 divisions of BHEL as per the prescription slips issued by our authorized company medical officer/other doctors through their outlets in Greater Chennai Corporation limits and other Urban areas in the Districts of Thiruvallur,

Chengalpattu and Kanchipuram on Credit basis. The Supply of Medicines should be made on the same day against prescription slip to BHEL Employees/Retired Employees.

- 13.a DELIVERY PERIOD: 24 Months w,e.f 03-09-2020 or 24 months w.e.f the date of award of contract..
- 14.0 PAYMENT TERMS: The supplier shall claim payment once a month by submitting the bills along with all the necessary documents in complete prescribed form. The payment will normally be arranged within thirty days from the date of presentations/submission. Payment will be made through NEFT (electronic fund transfer).
- 15.0. For any clarification on the tender document, you may seek the same in writing within 18/08/2020 from the office of the undersigned which will be clarified to all the bidders. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 16.0 The Price Bids Of only those bidders Will be opened Who Will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno commercial bids etc. BHEL's decision in this regard shall be final binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.
- 17.0. BHEL reserves the right to open the price bid of the offers in camera
- 18.0 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018, 29.05.2019 ,04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable event if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of Purchase preference and/or local content in respect of this procurement, same shall be applicable.
- 18.a. Certification for Local supplier Category as per Public procurement (Preference to Make in India), Order 2017 dated 15-06-2017, 28-05-2018, 29-05-2019, 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry provided (same to be attached)
- 18.0 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.
- 19.0 The offers of the bidders who are under suspension as also the offer of the bidders, who engages the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "www.bhel.com → tender notification".
- 20.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 21.0 commitment, performance of the contract and punitive action thereof:**
- 21.1 Commitment by BHEL:**
BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 21.2 Commitment by Bidder / Supplier / Contractor:**
- 21.2.1** The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 21.2.2** The bidder / supplier / contractor 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 and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

- 21.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL.**

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an

offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

- 22.0 Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A. Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

- 23.0 **Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:**

BHEL shall take decision on Purchase Preference to MSEs as follows:

1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).

- a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices..
- b) Total tendered quantity shall be divided as follows:
In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:
 - I. MSEs Matches L-1 price.
 - II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.
- c) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder.

- 2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).** In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more

than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).

100% order will go to the L-1 bidder

- 4) Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.
- 5) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.
 - a) In case of proprietary MSE, proprietor(s) shall be a Women.
 - b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
 - c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preferences are applicable, subject to the submission of applicable certificates (i.e. District Industries Centers OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum OR any other body specified by Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only.**

- 8) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - I) 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 ENTREPRENEUR MEMORANDUM PART II is over. 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.

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of tender evaluation. “ 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".

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

- a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

24.0. Other (Non MSE) bidders shall note that preferences will be given / facilities will be extended to eligible MSE bidders as per the extant Public Procurement Policy of Government of India, as applicable.

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

- i) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- ii) Notice Inviting Tender (NIT)
- (iii) Price SCHEDULE
- iv) Special Conditions of Contract (SCC)
- v) General Conditions of Contract (GCC)

26.0. Bidders must adhere to all Volumes of Tender and quote accordingly. Any Terms and conditions not covered in SCC, will be governed by GCC.

27.0. As per GeM Availability Report and Past Transaction summery vide Report ID: GEM/GARPTS/07082020/I2NRJX7106TQ the Category of Supply and Dispensation of Medicines Not Available.

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Vendor Confirmation
1	Comply to Supply / Dispensation of Medicines to Chennai based BHEL Regular/ Retired Employees of Chennai based BHEL Units for a period of 2 (Two) Years as per Tender Terms and conditions	
2	Comply to Offer Discount in % on MRP of all Medicines and FIRM till the Completion of the Order as per Tender Terms and conditions	
3	Comply to furnish NODEVIATION CERTIFICATE (to be attached with Letter Head)	
4	Comply to furnish List of PQR (Pre – Qualifying) Documents with all credentials as per Tender Terms and conditions (Same to be attached)	
5	Comply to furnish Valid MSME category If Bidder is comes Under MSME category (Valid Certificate to be Attached)	
6	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).	
7	Certification for Local supplier Category as per Public procurement (Preference to Make in India), Order 2017 dated 15-06-2017, 28-05-2018, 29-05-2019 and subsequent Orders issued by the respective Nodal Ministry provided (same to be attached)	
8	Comply to the DELIVERY TERM: Contractor shall supply allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai-based serving and retired employees of 3 divisions of BHEL as per the prescription slips issued by our authorized company medical officer/other doctors through their outlets in Greater Chennai Corporation limits and other Urban areas in the Districts of Thiruvallur, Chengalpattu and Kanchipuram on Credit basis. The Supply of Medicines should be made on the same day against prescription slip to BHEL Employees/Retired Employees..	
9	Comply to the DELIVERY PERIOD: 24 Months w,e.f 03-09-2020 or 24 months w.e.f the date of award of contract.	
10	Comply to BHEL PAYMENT TERMS: The supplier shall claim payment once a month by submitting the bills along with all the necessary documents in complete prescribed form. The payment will normally be arranged within thirty days from the date of presentations/submission. Payment will be made through NEFT (electronic fund transfer)	

Authorized signatory with stamp

11	Comply to 90 days Validity of Offer	
12	Comply to Furnish Power Of Attorney Document mentioned with Tender Number / date in Judicial Stamp paper and Notarised along with offer. Offers without Power of attorney Document will not be Considered. (same to be attached)	
13	Comply to Supply /Dispensation of Medicines with Correct Quality , Quantity and Life Period as per Tender Terms and conditions (same to be declared and attached)	
Other Charges (Which Attracts GST If any) in lum sum		
14		
15		
16	Sub Total (14+15) of Other Charges	
17	GST in %	
18	GST CREDIT PASSED ON TO BHEL in %	
19	GST Registration No & details (same to be attached)	
20	Authorized Contact Person Name, Mobile/ Phone Number etc	

Authorized signatory with stamp

VOLUME- II
PRICE FORMAT

ENQUIRY NO- ENQ:20:PS:0005:PUR:14

DT :14.08.2020

This has reference to BHEL Tender Enquiry No. ENQ:20:PS:0005:PUR:14 DT: 14.08.2020 for supply /Dispensation of medicines to Chennai based BHEL Regular / Retired Employees of Chennai based BHEL Units for a period of 2 (Two) Years.

We offer a discount of % (In words)_ discount on **MRP** for all medicines pertaining to the above tender.

Date:

Authorized signatory with stamp

TO BE FURNISHED ALONG WITH PART- I TECHNICAL BID

UN PRICED FORMAT

ENQUIRY NO- ENQ:20:PS:0005:PUR:14

DT :14.08.2020

This has reference to BHEL Tender Enquiry No. ENQ:20:PS:0005:PUR:14 DT: 14.08.2020 for supply /Dispensation of medicines to Chennai based BHEL Regular / Retired Employees of Chennai based BHEL Units for a period of 2 (Two) Years.

We offer a discount of QUOTED % (In words) QUOTED discount on **MRP** for all medicines pertaining to the above tender.

Date:

Authorized signatory with stamp

VOLUME- III

NO DEVIATION CERTIFICATE

THIS IS WITH REFERENCE TO TENDER NO ENQ:20:PS:0005:PUR:14 DTD: 14/08/2020 FOR SUPPLY /

DISPENSATION OF MEDICINES TO CHENNAI BASED BHEL REGULAR/ RETIRED EMPLOYEES OF CHENNAI

BASED BHEL UNITS FOR A PERIOD OF 2 (TWO) YEARS

I..... OF

M/S.

HERE BY CERTIFY THAT THERE IS NO DEVIATION FROM THE TENDER CONDITIONS EITHER TECHNICAL OR

COMMERCIAL AND I AM AGREEING TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER

SPECIFICATION.

SIGNATURE OF THE TENDERER

OFFICE SEAL

FORMS & PROCEDURES

POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT

Form No: F-25 (Rev 00)

POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT . AGREEMENT

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / we do hereby make, nominate, constitute and appoint Mrwhose signature given below herewith to be true and lawful Attorney of M/S..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/S Bharat Heavy Electricals Ltd, Power Sector Southern Region, 690, Anna Salai, Nandhanam, Chennai-35 in connection with

.....

.....

Vide Tender Specification No: ENQ:20:PS:0005:PUR:14 DT 14.08.2020

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document. Dated at_____ this_____ day of_____

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public

FORMS & PROCEDURES

DECLARATION BY AUTHORIZED SIGNATORY OF BIDDER

Form No: F-02 {Rev 00}

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(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,

Sub : Declaration by Authorised Signatory

Ref : 1) NIT/Tender Specification NO' ENQ:20:PS:0005:PUR:14 DT 14.08.2020
2) All other pertinent issues till date -----

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge, I have gone through the specifications conditions, stipulations and all other pertinent issues till date and agree to comply with the requirements and Intent of the specification.

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

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

Annexure - I

Integrity Pact (IP)

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

The IP as per format given at Volume 1D Formats (refer as in Annexure-IA) of this tender is to be submitted (duly signed and stamped by the 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:

Sl.No	IEM	e-mail
01	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
02	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

Applicable

NOTICE INVITING TENDER Tender No.: ENQ:20:PS:0005:PUR:14 DT:14-08-2020

- b) Please refer section- 8 of the IP (refer as in Annexure-IA) 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.

Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issued shall be addressed directly to the tender issuing (Procurement) department. For all clarifications / issues related to the tender, please contact:

- Mr.S.PRABHU KUMAR / Sr. DGM-Purchase,
BHEL-PSSR, 690- Anna Salai, Nandanam, Chennai-35
Ph: 044-28286765, +919844445680 sprabhu@bhel.in

Annexure – I A

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (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.

BHEL

AA:MM:IP:RO1 dtd 1.4.2010

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 /Subcontractors

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. BHFI_ 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 C: MD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BI-IEL 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: Witness: _____
(Name & Address) _____

Witness: Witness: _____
(Name & Address) _____

MSME ANNEXURE-I

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.I722(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 for..... Micro I 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

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of
Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (✓) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable action against the Bidder/Contractor.

FORMAT FOR SEEKING CLARIFICATION

(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,

Sub: Request for Clarification

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

Sl no	Reference of clause Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

FORMAT FOR DETAILS OF BIDDER

NAME OF BIDDER	
FAX NO.	
Registration Number*	
Name of Partners / Directors	
Bidder Type Indian/ Foreign*	
City*	
State*	
Country*	
Postal Code*	
PAN/TAN Number*	
Company's Establishment Year	
Company's Nature of Business*	
Company's Legal Status* {limited company/undertaking/joint venture/partnership/other}	
Company Category* {micro unit as per MSME/small unit as per MSME/medium unit as per MSME/Ancillary unit/project affected person of this company/ssi/ other}	
Enter Company's Contact Person Details Title(Mr. / Mrs. / Ms. / Dr. / Shri)*	
Contact Name*	
Date Of Birth*	
Correspondence Email* (Correspondence Email ID can be same as your Login ID. All the mail correspondence will be sent only to the Correspondence Email ID.)	
Designation	
Phone*	
Mobile*	

(Signature, date & seal of Authorized Representative of the Bidder)

Agency	Contact Details	
BHEL, PSSR, Chennai	Address	BHEL PSSR, 690- Anna Salai, Nandanam, Chennai – 600 035
	Name & Ph. no	M.SELVAN (Sr.Engineer / Purchase) 044 – 28286875 / +919600439890 HENA EBEN (DGM/purchase) 044 - 24342458 / 28286874 /+919444117017 S.PRABHU KUMAR (SDGM/Purchase) 044- 28286765 / +919844445680
	FAX no	044-24328516
	E-mail	selvanm@bhel.in hena@bhel.in sprabhu@bhel.in
Training & E procurement assistance		e-Procurement Technologies Ltd. Corporate Office: Address : A-201/208, Wall Street - 2, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006, Gujarat(INDIA) Digital Certificate Contacts Contact Person : Mr. Himalay Vaishnav Cell : +91-9099090830 Phone Nos. : +91-9099090830 e-Mail : info@abcProcure.com Support Team Contacts Contact Person : BHEL Support Team Ahmedabad Cell : +91 7968136819 – 09 +91-79-40270590, Phone Nos: +91-79- 68136809/819/862/867/823/872/842 Fax No : e-Mail : Bhel.Support@abcProcure.com