

Limited Tender Enquiry for following companies

**M/S ABBOT Healthcare Ltd
217, B Okhla Industrial Estate
Phase III New Delhi -20
Phone no 011-41631705**

**M/s ABBOTT INDIA PHARMACUETICLAS
1203,12th floor New Delhi House
Barakhamba Road, Cannaught place
NEW DELHI 110001**

**M/s Alcon Laboratories (India) Pvt Ltd
Plot no 210, Ground Floor
Okhla industrial Areaphase III,
Near HDFC Bank. New Delhi 110020**

**M/s Alembic Chemical Works Co. Ltd,
Shashi Building,
4/18, Asaf Ali Road, New Delhi-110002
Phone No.23273716, 23279950**

**M/s Alkem Laboratories Ltd.
K-4 Udyog Nagar Industrial Area
Peera Garhi, New delhi -110041**

**M/s Allergan India Pvt Ltd
JA-0911, 9th Floor, DLF TOWER-A
Sarita Vihar District Centre, Jasola
New Delhi- 110025**

**M/s Anglo French DRUGS & INDUSTRIES
41,3rd, v Block, Rajajinagar,
Bangalore-560010**

**M/s Aristo Pharmaceuticals Ltd
29, DLF KIRTI NAGAR INDUSTRIAL AREA
MAIN NAJFAGARH ROAD,
New Delhi-1100015
PHONE 29592640***

**M/s Astra – Zeneca India Limited,
Block N1, 12th Floor
Manyata Embassy Business Park
Rachenahalli , Outer Ring Road
Bangalore- 560045, India**

**M/s Bal Pharma Ltd
5th Floor, Lakshmi Narayan Complex
10/1, Palace Road,
Bangalore 560052**

**M/s Bayer Zudus pharma pvt Ltd
1205-1206, Antriksh Bhawan,
22, K.G Marg New Delhi**

**M/s Biocon Limited
(Market Access division)
Biocon House –Semicon Park
Tower -3, Electronic City Phase 2
Electronic City- Bangalore 560100**

**M/s Boehringer Ingelheim
1102, 11th Floor, Hallmark Business Plaza
Near Gununanak Hospital Road
Bandra (East) Mumbai-400051**

**M/s Blue Cross Laboratories
Peninsula Chambers Ganpat Rao Kadam Marg,
Lower Parel (w), Mumbai 400013**

**M/s Cadila Pharmaceutical Ltd
cadila corporate campus
Sarkhej-Dholka Road, Bhat
Ahmedabad-382210 , Gujarat**

**M/s Centaur Pharmaceuticals Private Limited,
Centaur House, Near Grand Hyatt Vakota, Santa
Cruz (east)
Mumbai-400055**

**M/s Cipla Ltd,
A-37, Connaught Place,
New Delhi-110001
Phone: 23323080, 23324063**

M/s Concept Pharmaceuticals Ltd

**501, Jaising Business Centre 119
Sahar Road Andheri East
Mumbai 400099
Phone No 022 42418888**

**M/s Reddy's Lab. Ltd,
1-89, 8th Floor Himalaya House
Kasturba Gandhi Marg Connaught place
New Delhi 110001**

**M/s East India Pharma Ltd,
3620/21, Subhash Marg,
Darya Ganj, N. Delhi-110002
Phone: 23262150, 3283408**

**M/s Eli Lilly and Company (India)
Plot no 92, Sector-32
Institutional Area,
Gurgaon- 122001**

**M/ s Emcure Pharmacueticals
Survey no 255/2 Phase-1
Rajiv Gandhi IT Park
MIDC , Hlnjwadi Pune 411057**

**M/s FDC Limited
C-3 sky Vistas, 106 A J.P Road
D. N Nagar Andheri west
Mumbai 400053
Phone 022 30719100**

**M/S FOURTS INDIA
C/O BAJAJ SALES AGENCIES
A-1/307 PASCHIM VIHAR
NEW DELHI 110063**

**M/s Franco Pharma India Ltd,
20, Drs. E. Mosses Road,
Mumbai-400011
Phone: 022-24934026, 27
New Delhi 110015
Phone no 45085185/45088285/ 25432453,
25432454**

**M/s Fresenius Kabi India Pvt Limited
5th Floor . A Wing Ashoka Plaza,
Pune –Nagar Road, Survey no 32/2
Vadgaon Sheri, Viman Nagar
Pune 4110114**

**M/s Geno Pharmaceutical Ltd.
Basement, plot no 4
Gupta Arcade Shreshta Vihar
New Delhi 110001**

**M/s Glaxo Smith Kline Pharma,
Bharat Yuvak Bhavan,
1, Jai singh Road,
New Delhi-110001
Phone: 23361156/23341197**

**M/s Glaxo Smith Kline Consumer Healthcare
24-25 Floor One Horizon Center Golf Course Rd
DLF Phase -5 Gurgaon Haryana**

**M/s Glenmark Pharmaceuticals,
KLJ COMPLEX IIND 70 NAJFGARH ROAD
industreal AREA MOTI NAGAR
New Delhi-110015
Phone: 25172561**

**M/s Hetro Healthcare Ltd
Syn No 80-84 Melange Towers, 4th Floor C wing
Patriknagar Mudhupur Hyderabad 500081
Phone no 4040473535**

**M/s Indico Remedies Ltd
Indico House,166, CST Road,
Santacruz (East),
Mumbai (Phone: 26541851/855)**

**M/s Intas Pharmaceuticals Limited,
Chinubhai centre, 2nd floor
Ashram Road
Ahmedabad 380 009**

**M/s IPCA Lab. Limited,
BLOCK-2, 50/4,
WHS Kirti Nagar,
New Delhi-110015 phone no 25927824**

**M/s Johnson & Johnson Pvt Ltd
No 118-P Sector 44
Gurgaon , Haryana 1220022**

**M/s Jubliant Pharma Pvt Ltd
1A FILM CITY, SECTOR 16A
NOIDA UTTAR PRADESH 201301**

**M/s Kusam Healthcare Pvt Ltd
D, 158 A Okhla Industrial Area Phase -1
New Delhi 110020
Phone no 41005147/571**

**M/s Lupin Limited
202, Agarwal Plaza,
DDA Commercial complex,
Sector-14 Prashant vihar,
Rohini, New Delhi 110085**

**M/s Meeleods Pharmaceuticals
Atlanta Arcade, Church Road
Near Leela Hotel, Andheri Kurla road
Andheri (east) , Mumbai 400059**

**M/s Mankind Pharma Ltd
6-B, Mohkampur Enclave, Phase-1
MEERUT 3280541**

**M/s Med Manor Organics Pvt Ltd
16-11 477/45 Dilsukhnagar ,
Hyderabad-500036**

**M/s Medicamen Biotech Ltd
10, Community centre no 2
Ashok Vihar II Delhi -52**

**M/s Menarini Raunaq Pharma Ltd
2102, Tower 3 India bulls finance centre
Senapati Bapat Marg, Elphinstone rd (w)
Mumbai 400013**

**M /s Merck India Limited,
A-2/202, Printers' Apartment,
Plot No.18, Sector 13,
Rohini, New Delhi-110085
Phone: 27860780**

**M/s Meyer Organics Pvt Ltd
A—303, Road no 32, Wagle Estate,
Thane 400604**

**M/s Micro Lab Limited,
B-29 G.T KARNAL ROAD INDUSTRIAL AREA
New Delhi-110033**

**M/s Modi Mundi Pharma Ltd,
1400, Hemkunt Tower,
98, Nehru Place,
New Delhi-110019
Phone: 26286581**

**M/s MSN Lab Pvt Ltd
MSN House Plot No C 24
Sanath Nagar Industrial Estate Sanath Nagar
Hyderabad, Telangana 500018
Phone No 4030438600**

**M/s Nanz Med Science Pharma Pvt Ltd
B 214, Ground Floor Naraina Industrial Area
Phase -1 New Delhi 110028
Phone No 11 43057417**

**M/s Novartis India Ltd,
201, Palika Bhawan,
Sector-13, RK Puram,
New Delhi-110066
Phone: 24101306/07/08**

**M/s Novo Nordisk Pharma India Ltd
Plot no 32,47-50 EPIP Area, WhiteField
Bangalore 560 066**

**M/s Obsurge Biotech Ltd
101 102 Aditya Tower District Centre
Laxmi Nagar New Delhi 110092
Phone no 011 22442114-15**

**M/s Ozone Pharmaceuticals Ltd
Ozone House , 1 L.S.C Block A -3
Janak Puri New Delhi 110058
Phone No 011 45549000**

**M/s Panacea Biotec Limited,
B-1, Extn. A-27,
Mohan Coop. Indl Estate,
Mathura Road,
New Delhi-110044 (Phone: 26945270)**

**M/s Pfizer Limited,
DLF Buliding-9B, 4th Floor, Tower-B
DLF Cyber City, Gurgaon- 122002
Haryana India**

**M/s Pharmed Limited
Pharmed Gardens, Whitefield Rd.
Bangalore 560048
Ph.918028410158**

**M/s Psychotropics India Ltd
Plot No A-32 DLF Sector -11
Faridabad 121006
Phone No 0129-2282691**

**M/s Pulse Pharmaceuticals Pvt Ltd
4 F10, Ballad Estate, Tarnaka ,
Hyderabad 500017 Telengana
Phone No 0140- 27007049**

**M/s RPG Life Sciences Limited
Ceat Mahal 463, Dr .A. Broad
Worli, Mumbai 400025**

**M/s Sanofi India Ltd
Unit No5 &6 4th floor D 2
Southern park, Saket district center,Saket
New Delhi-110017**

**M/s Serdia Pharmaceuticals Pvt Ltd
Serdia House Dr S.S Road
(behind Mahatma Gandhi Memorial Hospitals)
Parel, Mumbai -400012**

**M/s Sun Pharma ind. Ltd,
Sun House, Plot no 201/ B/1,
Westren Express Highway,
Goregaon (E) , Mumbai- 400063
Maharashtra**

**Sun pharmaceutical Lab. Ltd
Sun House, Plot no 201/ B/1,
Westren Express Highway,
Goregaon (E) , Mumbai- 400063
Maharashtra**

**M/s Sunways India Pvt Ltd
JaiPrakash Road No -2 Goregaon East
Mumbai 400063
Phone no**

**M/s Synokem Pharmaceuticals Ltd
TF-1 Annsal Utility, Commercial Complex
Paschim Vihar New Delhi 110063
Phone No 25269240**

**M/s Systopic Lab. Ltd,
101, Pragati Chambers Complex,
Ranjit Nagar, New Delhi-110008
Phone: 25700568**

**M/s Tablet India Ltd,
904, Vishwadeep, 9th floor,
District Centre,
Janakpuri, New Delhi-110058
(Phone: 25599135, 25599141)**

**M/s Themis Medicare Ltd,
11/12, Udyog , Nagar, S.V Road,
Goregaon (w) Mumbai-400104**

**M/s Torrent Pharmaceuticals Ltd,
115-116, World Trade Centre(GF),
Babar Road, Connaugh Pl,
New Delhi-110001
(Phone: 23721910-12)**

**M/s Troikaa Pharmacueticals
Commerce House-1 satya marg
Budadev Ahmedabad-380054**

**M/s TTK Healthcare Ltd.
904 Vikram Tower
16 Rajendra Place
New Delhi 110008
Phone 25748004**

**M/s Unique Pharma Labs,
(JB Chemicals & Pharmaceuticals Ltd)
Neelam Ctr,B-Wing,
Hind Cycle Road, MUMBAI-4000 025
(Phone: 24930918, 24939633)**

**M/s USV Ltd,
C-2, 1st Floor, Community Centre,
Naraina Vihar,
New Delhi-110028**

**M/s Wallace Pharma Ltd,
A/101/2, Floral Deck , Plaza Off,
Central MIDC Road,
Andheri (E), MUMBAI-4000 093
(Phone: 8390681)**

**M/s Win Medicare Ltd,
1400, Hemkunt Tower,
98, Nehru Place, New Delhi-110019**

**M/s Wockhardt Ltd,
304, III Floor Copia Tower
Jasola Behind Indraprastha Apollo Hospital
*New Delhi***

**M/s Zuventus Healthcare Ltd
5119, 5th Floor D wing
Oberio garden estate, Chandivali,
Andheri (E) Mumbai**

**M/s Zydus Cadila, /Cadila Healthcare
30/28, II Floor, East Patel Nagar
Opp. Moti Mahal Restaurant,
New Delhi 110008**



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Tender no. AA: GAX: 20: PR: 110
Date: 03: 10: 2020

Submission of tender on 17: 10: 2020 by 02:00 PM
Due date for opening on 17: 10: 2020 at 03:00 PM

Sub: Limited Tender for intended parties – Rate Contract for supply of Medicines for BHEL's
Dispensaries for two years

Quotations are invited in sealed cover with Tender No., Date and Due Date, legibly super-scribed on it, for the under mentioned Scope of work subject to acceptance of the enclosed Terms and Conditions. The quotation should be put in the tender box in the office of the undersigned by 02:00 pm on or before the Due Date.

Your offer, complete in all respects, duly signed by your authorized representative and sealed must reach the undersigned latest by 02:00 pm on the Due Date i.e. 17: 10: 2020, at our office BHEL House, Siri Fort, New Delhi. Bids shall be opened at 03:00 pm on the same day.

For and on behalf of BHEL

Manish Bhaskar
3/10/2020

Manish Bhaskar
Deputy Manager
011-66337439
manishkbhaskar@bhel.in





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure-A

Tender no.: AA: GAX: 20: PR: 110

Date : 03: 10: 2020

Procedure for submission of bid

Bid has to be submitted in two-part format, as follows:

- i) Part-I: This part shall contain the following documents: -
- (1) Tender document (excluding Price Bid) signed & stamped on all pages as a token of acceptance of tender terms & conditions.
 - (2) Copy of GST Registration number of supplier/stockist/distributor, if any.
 - (3) Copy of PAN number of supplier/stockist/distributor, if any
 - (4) Copy of Annexure D duly signed & stamped.
 - (5) Copy of Annexure E duly signed & stamped.
 - (6) Copy of Annexure F duly signed & stamped.
 - (7) Copy of Annexure G (Un-priced Bid) by mentioning "Q" against the item quoted duly signed & stamped.
 - (8) Kindly enclose latest Minimum Govt. Hospital Rate List of manufacturer at the time of supply of Medicines if available.

Note: Bidder not submitting any of the documents in Part-1 as mentioned above shall liable to be rejected.

- ii) Part-II: This part shall only contain the duly filled, signed & stamped Price Bid (Annexure-C) & nothing else. Any Part-I document if found with Part-II bid shall not be considered for evaluation at Part-I level.
- iii) Both Part-I & Part-II bids shall be put in separate sealed envelopes, clearly indicating Part-I / II, Tender No., Date of Issuance of NIT, Due Date of Submission & Name of the bidding company / authority which shall be finally put in a single envelope with Tender No., Date of Issuance of NIT, Due Date of Submission & Name of the bidding company / authority.
- iv) Bid shall be submitted at BHEL House, Siri Fort, New Delhi – 110049 in the Tender Box at reception of Power Sector gate, well before the due date & time of submission. The tender shall not be handed over to any individual at BHEL & only be put in the tender box.
- v) In case of any queries regarding this tender, the issuing authority of this tender may be suitably contacted for clarifications.

Note: In case of any deviation from tender terms & conditions, the same shall be indicated clearly ONLY in the Deviation / No Deviation Certificate at Annexure-E.





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure-B

Tender no. AA: GAX: 20: PR: 110

Date : 03: 10: 2020

General Terms & Conditions

1. Envelope should clearly state "BHEL Medicine Tender enquiry due on "17: 10: 2020"
2. In case the bidder intends to depute some supplier/stockist/distributor for supply of medicines to BHEL, the bidder must mention address and phone No. of local / Delhi based authorized supplier in Annexure F. Also the bidder must submit copy of PAN card & GSTN of the said supplier along with this tender in part –I bid.
3. The rates of Medicines shall remain firm for the complete duration of Contract (i.e, Two Year from the date of award of contract). No escalation in rate shall be allowed. Any change in Govt. taxes/duties/DPCO (Drug Price Control Orders) will be binding on either side. In the event of reduction of prices, (as per new drug policy to be introduced by Govt. of India where in prices of certain drugs may be slashed down) the benefit should be passed on to BHEL in same percentage.
4. Kindly enclose latest Minimum Govt, Hospital Rate List of manufacturer at the time of supply of Medicines if available.
5. Self-attested Lab Batch test reports shall be supplied along with Consignment of medicines.
6. BHEL reserves right to randomly select any drug sample from the batch and get it analysed from a recognized laboratory at BHEL cost. In case of any discrepancy, appropriate action will be taken.
7. Order will normally be placed in eight phases i.e. after every three months or as required.
8. Medicines should preferably be marked with "BHEL Supply".
9. Separate Four copies of Pre-receipted Bills for each dispensary should be sent with the consignment.
10. Date of Expiry of medicines supplied should not be less than one year from the date of supply.
11. Standard pre-printed terms & conditions of the bidders shall not be considered valid.
12. Any loss or damage to the consignment during handling, transportation, storage till such time the same is accepted by BHEL Dispensary, shall be to the account of the supplier.
13. BHEL will not be responsible for the postal delay under any circumstances for non –receipt of Tenders. Tenders received after due date & time are liable to be rejected.
14. No overwriting/ correction in the price bid by the bidder shall be allowed. However, if correction is unavoidable, the same must be duly signed by the authorized signatory.
15. In case of any typing error/ other clerical errors is noticed by the bidder in the tender documents, the same must be pointed out and got clarified before submission of offer, or else BHEL's interpretation shall prevail and will be binding on the bidder.
16. BHEL reserves the right to accept or reject any or all bids without assigning reason thereof. BHEL reserves the right to short close the contract before its completion. In case BHEL so decides, one-month notice shall be provided to the supplier. Any order placed before such notice of short closure of contract shall be valid up to the specified date of delivery under that purchase order or the date of closure of contract, whichever is earlier.
17. On each and every bills/Invoices submitted to BHEL in respect of supply of medicine the supplier shall certify that "rate charged are minimum govt. hospital rates."

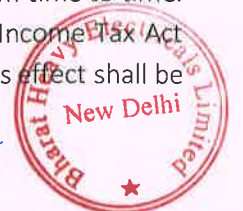




भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

18. The Tender should reach in the tender box placed at **Reception of Gate No 3, BHEL House, Siri Fort New Delhi -110049 by 02.00 PM** on or before 17: 10: 2020. BHEL will not be responsible for any delay in receipt of tender, sent by post/ courier. Same shall be opened on scheduled due date and time i.e. 17: 10: 2020 at **03.00 PM**. **Any corrigendum of this tender, if issued by BHEL in future, shall be uploaded on the BHEL website (www.bhel.com and on e-procurement portal of GOI/http://eprocure.gov.in/cppp/).** Therefore, the bidders are advised to keep visiting the websites regularly.
19. It is construed that the Bidder has read all terms and conditions before submitting their offer. Any clarification regarding NIT, if required should be addressed to the undersigned
20. Delivery Schedule:
The medicines shall be supplied at various BHEL Dispensaries in Delhi (mentioned in P.O) within a period of four weeks from the issue of Purchase Order by BHEL. Supply of Noida Dispensary to be made at Asiad Dispensary in separate container and bills.
21. Penalty clause:
In case of failure in supply by the bidder as per delivery schedule, a penalty @ half % per week or part thereof for undelivered portion shall be deducted subject to a maximum of 10% of order value.
22. Payment Terms:
a. 100% payment shall be made with-in 60 days on successful supply of material and is acceptable to BHEL in line with tender terms/conditions & specification along with GST compliant invoice and other relevant documents if any. No other payment term shall be acceptable to BHEL.
b. The Contractor will have to intimate the bank account number, and other details of the bank to enable BHEL to credit the payments into the account.
c. No interest shall be payable for delay in making the payment. The Contractor shall not be entitled to any interest with respect to any money which may be due to him from BHEL.
23. TAXES & DUTIES:
a. To enable BHEL to avail GST Input tax credit, Contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor only after submission of GST complaint Tax invoice. The Contractor shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
c. GSTIN of BHEL will be provided to the Contractor along with the Purchase order.
d. Any statutory changes as and when made applicable by the Government shall become applicable against documentary evidence.
e. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act and GST as applicable, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.

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28. VALIDITY OF OFFERS

The offer submitted by the bidder shall be valid for a period of 3 months from the date of opening of Part-I bid (techno-commercial bid) and 2 months from the date of opening of price bid. Price-Bid of techno-commercially qualified bidders shall be opened only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason. In case BHEL calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the bidder(s).

29. VALIDITY OF RATE

The rates of Medicines shall remain firm for the complete duration of Contract i.e, Two years from the date of award of Contract. Supply orders shall be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honoured in accordance with the terms of contract even though the last date of the contract may have expired on the date of supply of medicines.

30. Arbitration

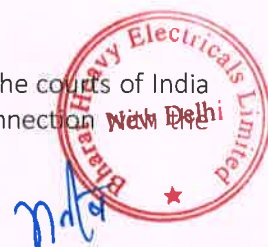
- a. Both the Company and Contractor hereby agree that in the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider/ Contractor in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL. The venue of arbitration shall be in DELHI and the Arbitrator's decision shall be final and binding on both the parties.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- b. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No 4(1)/2013-DPE(GM)/FTS1835 dated 22-05-2018 and any subsequent amendments thereof.

31. Laws governing the contract

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the contract.





- f. Applicable GST shall also be recoverable from the Contractor in case of LD recovery/penalty on account of breach of terms of contract.
 - g. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) Code etc.
 - h. The Contractor has to give an undertaking that GST as mentioned in the invoice has been/will be paid and also file returns as per respective extant rule.
24. Bidders are requested to quote in two parts as mentioned above in procedure of submission of bid (Annexure A). Any quotation submitted in single bid against our requirement of two-part bid shall be rejected.

If the Part-II "Price Bid" (Annexure-C) is not received in the separate sealed envelope as described above, then the same will be considered only if the bid is techno-commercially accepted without seeking any clarifications/missing documents from the bidder. Otherwise, the bid is liable to be rejected.

25. Qty. mentioned in Price Bid & Un-Price Bid is indicative only, which may change based on actual requirement.
26. Deviations, if any, mentioned elsewhere in bid apart from Annexure –E shall be treated as null and void by BHEL.

27. EVALUATION CRITERIA AND AWARD OF CONTRACT

- a. Bidder shall quote their prices in the prescribed format only i.e. Price Bid (Annexure-C) enclosed for items given therein. Price quoted in any other format shall not be considered for evaluation.
- b. The evaluation criteria shall be the item-wise L-1 i.e. lowest quote arrived on "Total amount including GST for 01 Qty" against each item. Calculation of "Total amount including GST for 01 Qty" shall be done by BHEL.
- c. 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.
- d. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.





Order/Contract.

32. Jurisdiction of Court

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

33. Default / Breach of Contract, Insolvency and Risk Purchase

a. If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

b. Risk and Cost against Balance Work:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract
B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure-C

Tender no. AA: GAX: 20: PR: 110

Date : 03: 10: 2020

PRICE BID

(For supply of Medicines for BHEL's Dispensaries)

Price Bid										
S.No	BHEL MED CODE	FORM	SALT	BRAND	MRP per Tab/ cap/ tube/ bottle	Rate for 01 Qty Excl. GST in Rs.		Applicable GST in Percentage (%)		Total amount including GST for 01 Qty
						In Figures	In Words	In Figures	In Words	
A	B	C	D	E	F	G	H	I	J	K
1										To Be Calculated by BHEL
2										To Be Calculated by BHEL
3										To Be Calculated by BHEL
4										To Be Calculated by BHEL
5										To Be Calculated by BHEL

(Signature & Seal of the Party)





भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure-D

Tender no. AA: GAX: 20: PR: 110

Date : 03: 10: 2020

DECLARATION

I / We hereby declare that I / We have not been banned and de-listed by any PSU /Government Department / Financial Institution / Court.

(Signature & Seal of the Party)



[Handwritten signature in blue ink]



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure-E

Tender no. AA: GAX: 20: PR: 110

Date : 03: 10: 2020

Deviation / No Deviation Certificate

(To be submitted in Part-I Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:

- 1.
- 2.
- 3.

Note: Deviations, if any, mentioned elsewhere in bid shall be treated as null and void by BHEL

"I _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. AA: GAX: 20: PR: 110 dated 03: 10: 2020. Deviations if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

Signature
With Name, designation & seal of the firm



Handwritten signature in blue ink



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure-F

Tender no. AA: GAX: 20: PR: 110

Date: 03: 10: 2020

Details of Nominated Distributor

S.No	BHEL MED CODE	Name of the Supplier	PAN No. of Supplier	GSTIN of Supplier	Name of the Representative of Supplier	Contact No. of Representative
A	B	C	D	E	F	G
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						



2/2



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure-G

Tender no. AA: GAX: 20: PR: 110

Date : 03: 10: 2020

UN-PRICE BID

(Kindly Mention "Q" against the item quoted)

Price Bid										
S.No	BHEL MED CODE	FORM	SALT	BRAND	MRP per Tab/ cap/ tube/ bottle	Rate for 01 Qty Excl. GST in Rs.		Applicable GST in Percentage (%)		Total amount including GST for 01 Qty
						In Figures	In Words	In Figures	In Words	
A	B	C	D	E	F	G	H	I	J	K
1										To Be Calculated by BHEL
2										To Be Calculated by BHEL
3										To Be Calculated by BHEL
4										To Be Calculated by BHEL
5										To Be Calculated by BHEL

(Signature & Seal of the Party)

