ANNEXURE –I

QUALIFYING CRITERIA

SNo	Description	Vendor confirmation
1	The vendor should submit copy of valid certificate of renewal of license to sell, stock or exhibit for sales or distribute drugs from authorized License authority.	Complied/Not complied
2	The Vendor should submit valid contract/order copy as proof of their being JAN AUSHADHI distributor with BPPI. Their contract with BPPI should be valid at the time of Tender opening. Also, the vendor should ensure that their contract with BPPI to distribute JAN AUSHADHI drugs is valid at the time of Supply of drugs to BHEL and the same will be checked by BHEL at the time of receipt of supplied items at Stores/Medical/BHEL.	Complied/Not complied
3	The Vendor should accept to supply Medicines having minimum 1-year expiry against BHEL requirements and shall be based on “DOOR DELIVERY” basis to BHEL Medical Stores.	Complied/Not complied
4	All other terms and conditions as per Annexure II to Annexure V to be duly filled, signed & stamped by authorised person on all pages	Complied/Not complied

Offers are liable for rejection, if not satisfying above pre-qualifying criteria.

ANNEXURE II

LIST OF ITEMS WITH ANNUAL QUANTITY

SNO	Drug Name	Annual Qty
1	Alprazolam Tablet IP 0.5mg Uncoated	40000
2	Amitriptyline hydrochloride 25mg Tablets I.P	35000
3	Amoxycillin Capsules IP 250mg	400000
4	Aspirin enteric coated Tablets I.P. 75mg	600000
5	ASPIRIN Tablets IP 150 mg	500000
6	Atenolol Tablets IP 50 mg	700000
7	Carbamazepine 100mg Tablet	34000
8	Clonazepam Tablets IP 0.5 mg	200000
9	DEFLAZACORT Tablets 6 mg	25000
10	Flunarizine 5 mg Tabs	100000
11	Imipramine HCl Tablets 25mg	30000
12	Prednisolone Tablets IP 5 mg	25000
13	Vitamin A Capsule 25000 IU	100
14	Vitamin E Softgel capsules 400 mg	250000
18	T.Piroxicam 20 mg	20000
19	T.Prednisolone 10 mg	12500
21	T.Nifedepine Retard 20 mg	250000
18	Tab. Serratiopeptidase 10mg	215000
19	Tab. Hydrochlorthiazide 12.5mg	160000
20	Tab. Tramadol 50mg	25000
21	Tab. Metoclopramide 10mg	1000
22	Tab. Labetalol 100mg	1000
23	Tab. Mifepristone 200mg + Misoprostol 200mcg Kit	200

BHARAT HEAVY ELECTRICALS LIMITED
TIRUCHIRAPALLI 620 014
MEDICAL DEPARTMENT
Annexure-III
PHONE: 0431 2571958, 2574375, 2571906 FAX: 91 0431 2576831
E-mail:medstores@bhel.in,susi@bhel.in,ababu@bhel.in,
medsurstores1&bhel.in

HPBP: MED: STS:11/NIT **DATE: 03.12.2020**

Procurement of GENERIC MEDICINES-Required for BHEL Hospital -Trichy

Terms & Conditions

This Rate contract is for one year with a view to arrange procurement of 23 medicines for stores /BHEL HOSPITAL, Kailasapuram, Trichy.

The vendors shall submit most competitive offer through open tender indicating maximum % of discount on MRP for the required medicines **(List with quantity given in Annexure II)**. Rate contract will be finalized with **one** supplier who can offer maximum % of discount on MRP and ensure regular supply to BHEL HOSPITAL TRICHY for a period of one year for the list of 23 medicines.

Quotation must comply with the terms and conditions listed below: -

1. This is an E-tender floated online through our E-Procurement portal https://eprocurebhel.co.in The bidder should respond by submitting their offer online only in our e-Procurement portal at https://eprocurebhel.co.in . Hard copy bid or bids through E-mail / fax shall not be accepted.

   The tender will be operated on TWO PART BID basis and you are requested to submit Techno-commercial bid (duly filled, signed with seal scanned copy of ANNEXURE I to ANNEXURE V) and Price bid in e-procurement site.

   Tenders shall be uploaded with all relevant .pdf / zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

   Vendors who are not having DSC shall obtain the same and quote accordingly. For details related to bidding through e-procurement website, please visit URL – https://eprocurebhel.co.in. Refer the following documents in the site –Help for contractors, Information about DSC, FAQ and Bidder manual kit.

Information for Online participation:

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 and using that they can digitally sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies or they may contact any address mentioned in "Information about DSC – Vendor DSC address" option in https://eprocurebhel.co.in. and they will assist them in procuring the same. Bidders who already have a valid Digital certificate need not to procure the same.

If there are any clarifications, this may be obtained online through the eProcurement Portal https://eprocurebhel.co.in or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Technical and Price bid available in respective tender only. After filling data in predefined forms it is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.

At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.

As Per the new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

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 https://eprocurebhel.co.in.

2. The offer should only be for **JAN AUSHADHI MEDICINES** having minimum 1-year expiry against our requirements and shall be based on "DOOR DELIVERY" basis to MEDICAL STORES/BHEL MAIN HOSPITAL, Kailasapuram.

3. Discount % quoted shall be "FIRM" during the tenure of rate contract (One year) and no change shall be allowed.

4. Please identify a person in your company with full correspondence Address, Telephone number, Mobile No, Fax No and Email Id for contacting regarding supply of medicines, any Clarification and correspondence as per enclosed **Annexure IV.**

5. Please indicate your full correspondence address with Contact person name, Telephone no, Mobile no, Fax no, Mail Id, for supply, billing, execution and receipt of payment from BHEL Hospital Trichy as per **Annexure IV.**

6. The vendor shall comply with and submit all the documents specified in Qualifying criteria **(ANNEXURE I to V)**. Offers not meeting the above will not be considered for further evaluation. Vendor offers will be considered for price bid opening subject to fulfilment of techno commercial suitability.

7. Bid should be free from correction, overwriting, using corrective fluid. etc. Any inter lineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature (s) of person(s) signing the bid.

8. The bidder has to keep track of any changes by viewing the addendum / Corrigendums issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
9. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
10. Disclaimer Clause: The Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

For any queries regarding tender you may contact

Mr. A Babu
DGM /HRM/HA & CSR
BHEL Trichy 0431-2577484
ababu@bhel.in

Ms Susithra K
DM/Stores/Medical
BHEL Trichy 0431-2574375
susi@bhel.in

11. Rate contract will be finalized with one supplier who can offer maximum % of discount on MRP. After finalisation of contract, BHEL will place Purchase order at the time of requirement for medicines through mail. Vendors should acknowledge and intimate the status of the availability and MRP of the items through reply mail.

12. The supply of the items should be done within 10 days from the Purchase order date.

13. **<u>Liquidated damages:</u>** Delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to dispatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional LD at the rate of 0.5% of the total order value per week of the delay or part thereof subject to a maximum of 10% of the total order value.

14. **<u>Risk Purchase Clause:</u>**

In case of delay in delivery beyond PO delivery / mutually agreed delivery, or vendor fails /refuses to complete the PO as per terms, BHEL has the right to get the items ordered elsewhere at the risk and cost of the vendor with notice to the vendor and the additional expenditure / difference in cost, if any, shall be recovered from the defaulted vendor.

Risk Purchase clause against delay in supply in case of Termination of Contract were adopted based on Circular no: 23 of 2017-18 reg. SOP for Implementation of Risk & Cost option of non-performing and/or default contractors. In addition, BHEL may recover from the defaulted vendor any loss to BHEL arising due to withdrawal of orders in such case,

and action shall be taken as per latest revision of BHEL guidelines for Suspension of business dealings with Suppliers/Contractors. Vendors are requested to visit http:://www.bhel.com/Vendor-registration/Vendor.php for details of BHEL guidelines for Suspension of Business dealings with Suppliers/Contractors.

<u>Risk and Cost against Balance Work</u>:

Risk & Cost Amount= **[(A-B) + (A x 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

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

***(Balance scope of work/ supply)**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for ‘Termination of Contract’, shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

The default Vendor shall be liable for any loss, which BHEL may sustain by reason of such risk purchases in addition to LD as mentioned above.

No compensation shall be given to the vendor in case of cancellation/diversion of POs even if the order has been processed partly.

15. 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.

16. 100% payment shall be made within 60 days after receipt at BHEL'S Stores/Trichy and acceptance of medicines.

17. Rate contract will be finalized with one supplier who can offer maximum % of discount on MRP for the list of 23 drugs (Annexure II). 100% tendered quantity will be ordered on L1 vendor as and when requirement arises. No counter offering of L1 rates to other vendors. Evaluation shall be on total cost to BHEL basis.

Resolution of Disputes

18. If dispute or difference of any kind shall arise between the Purchaser/Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

19. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Trichy.

20. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India.

21. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. Any deviation in specified commercial terms- Annexure I to V, will lead to rejection of offer. **Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure I to V only.** In the event of our drugs requirements are being cancelled /placed on hold / otherwise modified BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.

22. L1 Tie breaking:

    In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

23. Proper packing is to be ensured and MRP shall be visibly shown.

24. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

25. **Option Clause:** BHEL reserves the right to increase or decrease the quantity to be ordered up to 25 percent at the time of placement of contract. BHEL also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates.

26. **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.

27. **Cartel Formation**

All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.

27. **Subletting**:

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

28. GST conditions:

Indigenous suppliers:

a. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

b. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.

c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).

d. Invoices will be processed only upon completion of statutory requirement and further subject to following:

   - Vendor declaring such invoice in Form GST ANX-1
   - Receipt of Goods or Services and Tax invoice by BHEL

e. As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, all invoices raised on BHEL may be uploaded immediately in GST portal on despatch of material /rendering of services. The supplier shall ensure availability of Invoice in GST portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GST ANX-2).

f. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

g. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-08 or Form GST RET-01 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor

h. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/ or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.

i. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.

j. Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.

k. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 – Central Tax dated 13.09.2018. GST TDS certificate which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

29. <u>Preference to Make in India:</u>

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 even if it is issued after 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. A self-certification as per Make in India Clause to be submitted in the format given in **Annexure V**

30. <u>Force Majeure Clause:</u>

a. Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non

– performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.

b. If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

c. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

d. In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

31. 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)

32. After finalization of contract, an agreement with BHEL, containing BHEL Terms & Conditions given in Annex III 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 Manager/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. Purchase orders will be released only after signing the agreement. Purchase orders will be released only after the finalisation of Contract and agreement.

NOTE:

I. Documents to be submitted along with technical bid (Part-1)

01. QUALIFYING CRITERIA (ANNEXURE I)

02. LIST OF ITEMS WITH QUANTITY (ANNEXURE II)

03. TERMS AND CONDITIONS (ANNEXURE III)

04. VENDOR DETAILS WITH SUPPORTING DOCUMENTS. (ANNEXURE IV)

05. SELF-CERTIFICATION AS PER MAKE IN INDIA CLAUSE (ANNEXURE V)

Note: All the pages of documents are to be signed and stamped by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive.

Yours faithfully

For BHARAT HEAVY ELECTICALS LTD

(Shri A. Babu)

DGM /HRM-HA & CSR

BHEL Main Hospital / Trichy -620 014

ANNEXURE IV

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	Pl. confirm the offer validity should be 120 days from the date of Price bid opening.	
06	Confirm the acceptance for the Payment term as: 100% shall be made within 60 days after receipt & acceptance of items at BHEL Medical store / Trichy.	
07	Confirm the acceptance of Risk purchase clause as per terms and conditions (Annexure III) of the tender.	
08	Confirm the acceptance to supply JAN AUSHADHI medicines as per BHEL requirements throughout the contract period of ONE YEAR at the firm quoted Discount.	
09	Already supplying to BHEL Unit if any specify	
10	Valid certificate of licence to sell, stock or exhibit for sale or distribute drugs (Enclosed / Not)	
10	Copy of Contract/order signed with BPPI to distribute JAN AUSHADHI medicines (Enclosed / Not)	
15	Any other certificates regarding similar supply to other institutions if any.	

Vendor Authorized signatory & seal with date

ANNEXURE V

/ On Bidder's office letter pad /

<u>Self-Declaration</u>

Enquiry No.	
Enquiry Date	

In line with Government public procurement order Number P45021/2/2017-B. E-II dated 15.06.2017, and further modified order dt. 28.05.2018 & order 04.06.2020 issued by DPIIT

I / We hereby declare that I / We are a "Local Supplier" meeting the requirement of minimum local content (……. %) defined in the above government notification for the goods against above mentioned enquiry Number.

Details of location at which local value addition will be made is as follows:

Door No.	
Street / Address 1	
Street / Address 2	
District	
State	
Country	
PIN Code	

We also understand that the false declarations will be considered as breach of Integrity and liable for action.

For Company Name:

Seal:

Signature:

Date:

Place:

(Please fill all the yellow color field)