



**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
Bharat Heavy Electricals Limited

Corporate Office: BHEL House,  
Siri Fort, New Delhi-110049  
Tele No. 011- 66337439

### निविदा आमंत्रण सूचना/ NOTICE INVITING TENDER

Bharat Heavy Electricals Limited, (a Public Sector Enterprise) having its Corporate/Registered Office at BHEL House, Siri Fort, New Delhi-110049 invites offer in sealed cover under two part bid system (Part-I: Techno commercial Part & Part-II: Price Part) from the competent agencies for **"Open Tender for Empanelment of e-pharmacy Chain for supply of medicines to BHEL beneficiaries"**.

Please submit your competitive offer for the above subject work as per the tender terms & conditions.

#### SCHEDULE TO TENDER

1.	Tender Reference No.	AA:GAX:20:MA:105
2.	Date of Issue of Tender:	17.09.2020
3.	Tender Title:	"Open Tender for Empanelment of e-pharmacy Chain for supply of medicines to BHEL beneficiaries"
4.	Name of location where material is to be supplied	Pan India
5.	Last date/ time for receipt of tender:	09.10.2020 by 02:00 PM
6.	Date/ time of opening of (Part-I):	09.10.2020 at 03:00 PM
7.	Place of Submission of Tender / Bid:	Tender Box, placed at the reception of Corporate Office, BHEL House, Siri Fort, New Delhi-110049
8.	Tender will be opened at:	Corporate Office, BHEL House, Siri Fort
9.	Date/Time of price bid opening / Reverse Auction:	Will be intimated separately.
10.	Minimum Validity of tender offer:	90 days from the opening of Part I bid and 60 days from the date of conclusion of Reverse Auction
11.	Scope of Work:	Providing medicines. Detailed scope of work is specified in the Tender Document.
12.	Duration of Contract:	Two Years
13.	Pre Bid Meeting	03:00 PM on 25.09.2020 at BHEL House, Siri Fort, Delhi-110049
14.	GeM Availability Report and Past Transaction Summary (GeMAR&PTS) Request No.	LIB120296 and LIB146215

All corrigenda, addenda, amendments, time extension, clarifications, etc. to the tender will be hosted on website <http://www.bhel.com> and <http://eprocure.gov.in/cppp/> only. Bidders should regularly visit website till the due date of submission to keep themselves updated. Any clarification(s) regarding NIT, if required, should be sought from the undersigned before the tender due date.

For & on behalf of  
Bharat Heavy Electricals Ltd.



*Manish Bhaskar*  
(Manish Bhaskar)  
Dy. Manager  
E-mail: manishkbhaskar@bhel.in  
Ph: 011-66337439

SECTION-I  
GENERAL CONDITIONS OF TENDER

1.1. DESPATCH INSTRUCTION

- 1.1.1 All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The bidder is required to furnish all the details and other documents as per the tender terms & conditions.
- 1.1.2 All documents submitted by the Bidder in his submission shall be accompanied with a covering letter giving index interlinking all the documents, which shall be numbered page wise.
- 1.1.3 Bidders are advised to study complete tender documents carefully. Submission of tender by any bidder shall be deemed to have been done after careful study, examination of the tender document and with the full understanding of the implications thereof. If the bidders have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the tender document issued or require clarification on any of the technical aspects, scope of work etc., he/she shall at once, contact the authority inviting the tender for the same, well in time (so as not to affect last date of submission) before the submission of the tender or else, BHEL's interpretation shall prevail & shall be binding on the bidder. Bidder's request for clarifications shall be with reference to Sections and Clause numbers given in the tender document. The specifications, terms and conditions shall be deemed to have been accepted by the bidder in his offer. Non-compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the bid.
- 1.1.4 All entries in the tender documents should be in one ink.
- 1.1.5 Bid should be free from correction, overwriting, using corrective fluid etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

1.2. SUBMISSION OF BIDS

- 1.2.1 Bidders must submit their bids as per instructions in the NIT i.e. Bids shall be strictly in accordance with the tender specifications.
- 1.2.2 Bids submitted by post shall be sent by 'REGISTERED POST / COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of bids sent by post/courier. The bids received after the specified time of their submission are treated as 'Late Bids' and shall not be considered under any circumstances.
- 1.2.3 After/during the scrutiny of technical bids, bidder(s) may be asked to attend meeting(s) for clarifications, if any.
- 1.2.4 Tender Opening: Tender shall be opened at BHEL House, Siri Fort, New Delhi on appointed date & time (or the extended date/ time, if any) by representatives of Contracting deptt. and Finance deptt. in the presence of representatives of contractors



who would like to be present. The last day of submission (or the extended date of submission) and the opening date shall be same.

1.2.5 **Reverse auction:** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

1.2.6 Before submission of Offer, the bidders are advised to be well acquainted with the actual working and other prevalent conditions, facilities available, means of transport and access to Site, etc. Visit shall be made on any working day between 9:00AM to 05:30 PM with prior intimation. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

### 1.3. LANGUAGE

1.3.1 The bidder shall quote the "Discount on MRP" in English language and international numerals ONLY. The "Discount on MRP" shall be entered in figures as well as in words. For this purpose, the metric system of units shall be used.

1.3.2 All correspondence and documents relating to the bid exchanged by the Bidder and BHEL shall be written in the English language. Any printed literature/certificate/any other document furnished by the Bidder may be in another language, provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purpose of interpretation of the Bid the English translation shall prevail.

1.3.3 Currencies of Bid & Payment: Indian Rupees (₹) only.

### 1.4. PRICE DISCREPANCY / CORRECTION OF ARITHMETIC ERRORS:

Provided that the bid is substantially responsive, BHEL shall correct arithmetical errors on the following basis:

- a. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail.
- b. If there is a discrepancy between words and figures, not pertaining a above, the higher service charge shall be considered for evaluation and lower service charge shall be considered for ordering. BHEL's decision regarding the same shall be final and binding.
- c. If any bidder does not accept the correction of errors, their bids will be disqualified.

1.5. **QUALIFICATION OF BIDDERS:** Only bidders who have previous experience in the work of the nature and description detailed in the Notice Inviting Tender and/or tender specification are expected to quote for this work duly detailing their experience along with offer, in line with tender PQR.



- 1.6. **TENDER EVALUATION / EVALUATION OF BIDS:** Tender evaluation shall be carried out on the basis of technical specifications and commercial terms & conditions specified in the tender documents and changes thereof, if any, shall be communicated to all the bidders before price bid opening / Reverse Auction.
- 1.6.1 Technical Bids submitted by the bidder(s) will be opened first and evaluated w.r.t Pre-Qualification criteria and other conditions in NIT/Tender documents, based on documentary evidences submitted by the bidder(s).
- 1.6.2 Reverse Auction of only techno-commercially qualified bidders shall be done.
- 1.7. **VALIDITY OF OFFER:** The offers submitted by the parties 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 conclusion of Reverse Auction. Reverse Auction shall be limited to techno-commercially acceptable bidders 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).
- 1.8. **REJECTION OF BIDS**
- 1.8.1 BHEL reserves the right to accept or reject any of the bid / all bids with or without deviation or cancel / withdraw the invitation for bid without assigning any reason whatsoever and in such case bidder shall have no claim arising out of such action by BHEL. The acceptance of bid will rest with BHEL, not binding itself to accept the lowest tender.
- 1.8.2 Unsolicited bids, bids which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.
- 1.8.3 If a bidder who is a proprietor expires after the submission of his bid or after the acceptance of his bid, BHEL may at their discretion, cancel such a bid. If a partner of a firm expires after the submission of tender or after the acceptance of the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.
- 1.8.4 If the bidder deliberately gives wrong information in his bid, BHEL reserves the right to reject such bid at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 1.8.5 Canvassing in any form in connection with the bids submitted by the Bidder shall make his offer liable to rejection.
- 1.8.6 In case the Proprietor, Partner or Director of the Company/Firm submitting the tender, has any relative or relation employed in BHEL, the authority inviting the tender shall be informed of the fact along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money / Security Deposit / any other money due.
- 1.9. "The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).



Integrity commitment, performance of the contract and punitive action thereof:



**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.

**COMMITMENT BY BIDDER/ SUPPLIER/ CONTRACTOR:** 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.

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.

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 <http://www.bhel.com> and/or under applicable legal provisions".

- 1.10. The Bidder(s) 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.

1.11. PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSEs)

Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either Udyog Aadhaar or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with attested copy of a CA certificate (format enclosed as Annexure-F) where deemed validity of EM-II certificate of five years has expired applicable for the last audited financial year. Date to be reckoned for determining the deemed validity will be the last date of Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted along with offer. If the tender is to be submitted through e-



procurement/tendering portal, then the above required documents are to be uploaded on the portal.

- b) MSEs shall be exempted from payment of earnest money at the time of tender submission. However, there is no exemption of security deposit submission.
  - c) Participating MSEs quoting price within price band of L1+15 % shall be considered for award of complete scope of work by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE. In case of more than one such MSE, MSE with lowest price shall be given the first option to match the L1 price. However, MSEs owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs shall be given the preference for matching the L1 price irrespective of their standing in comparative statement of MSE bidders within price band of L1+15 %.
  - d) MSEs shall be exempted from payment of earnest money deposit (if any) at the time of bid submission. However, there is no exemption of security deposit (if any) submission.
  - e) In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.
  - f) However, credentials of all MSE suppliers / bidders will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
  - g) Startups who are also registered as MSEs and wish to avail the benefits as applicable to MSE, shall submit relevant documents covered under Conditions for Micro and Small Enterprises elsewhere in this tender.
- 1.12. The bid submitted by a techno commercially qualified bidder shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late bids shall be returned to the bidders.
- 1.13. Any discount/ revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount(s) on MRP shall be applicable on all medicines / FMCG & other items available on L1 bidder website/app. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 1.14. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions, having price implications, techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. A suitable cut-off date and time should be given to all the techno-commercially acceptable bidders to submit the impact on their price bids.
- 1.15. In the event of any bidder, after finalizing the technical specification & scope of supply, opting to revise and submit their latest price bid instead of submitting impact on their price bid asked by



BHEL, then their original price (i.e. the previous bid) shall also be opened to know the price impact.

- 1.16. BHEL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.
- 1.17. The tender schedule and the tender shall be deemed to form an integral part of the contract to be entered into for this work. All the terms & conditions mentioned in this tender document shall form a part of the Agreement, which shall be executed between the successful bidder and BHEL, before commencement of the contract.
- 1.18. The Contractor will be responsible for the quality of the job and will immediately rectify the deficiency pointed out in the job performed.
- 1.19. **SUBLETING:** The Contractor should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL. The Contractor is solely responsible to BHEL for the work awarded to him.
- 1.20. **SECURITY OF CONFIDENTIAL INFORMATION:** The agency undertakes and agrees that they or their workforce, will not disclose or reveal in part or full the proprietary/confidential information, which terms shall mean and include patents, trademarks, service marks, registered designs, copyright, design rights, know-how, confidential information, trade and business names and any other similar protected information of BHEL received during negotiation or currency of the contract to any third party or governmental authorities without written permission from BHEL.
- 1.21. Highest "Discount on MRP against medicines as per Table I of Price Bid Format" received against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- 1.22. **JURISDICTION:** Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI (where this Contract has been signed on behalf of the CONTRACTOR) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.
- 1.23. **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.

1.24. INTEGRITY PACT (IP):

- i. IP is a tool to ensure that activities and transactions between the Company and its Bidders/Contractors are handled in fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.
- ii. The IP as enclosed with the tender (Annexure-J) is to be submitted (duly signed by authorized signatory who signs in the offer) along with 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.
- iii. Details of IEM for this tender is furnished below:
- Name: Shri Arun Chandra Verma, IPS (Retd.), Email: [acverma1@gmail.com](mailto:acverma1@gmail.com)
- Name: Shri Virendra Bahadur Singh, IPS (Retd.), Email: [ybsinghips@gmail.com](mailto:ybsinghips@gmail.com)
- iv. Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.
- v. No routine correspondences shall be addressed to the IEM (phone/post/email) regarding the clarifications, time, extensions or any other administrative queries, etc. on the tender issues. All such clarifications/ issues shall be addressed directly to the tender issuing (procurement) department.

For all clarifications/issues related to the tender, please contact:

Contact Person: Manish Bhaskar, Dy. Manager  
Contact Address: Corporate Office, BHEL House, Siri Fort, New Delhi  
Email: [manishkbhaskar@bhel.in](mailto:manishkbhaskar@bhel.in)  
Phone: 011-66337439  
Mobile: 9871008176





**1.25. 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

- 1.25 **FORCE MAJEURE:** The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure



circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one months due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to BHEL for any damages, losses or liabilities as result thereof.

- 1.26 **DEVIATIONS:** Deviations, if any, may be enumerated in the format enclosed. BHEL at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are specified in the deviation format, or else it will be considered that there is no deviation taken. Deviations, if any, mentioned elsewhere in bid apart from Annexure A – “No Deviation/Acceptance Certificate” (whether techno-commercial bid or Price bid) shall be treated as null and void by BHEL.
- 1.27 **AGREEMENT TENURE & CONTRACT PERIOD:** The contract will be valid for a period of two years from the date of commencement of contract. However, the same can be extended mutually for a period of three months on the same rates, terms & conditions. However, this Agreement shall be liable for termination earlier by the BHEL at any time by giving minimum 30 days’ notice to the agency without assigning any reason therefore and without prejudice to the rights of the Company to recover any amount becoming due under this Agreement.
- 1.28 BHEL reserves the right to verify pre-qualifying credentials of the Bidder. BHEL also reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / agency has to submit the same. If at any stage, the document(s) submitted by bidder / agency is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/agency as per extant guidelines / policies / terms & conditions of this tender.



SECTION-IISCOPE OF WORK / SERVICES**2.00 BUSINESS VOLUME**

The Average Estimated Expenditure based on past experience against purchase of medicines is Rs. 37.46 Crores (on MRP) for 2 years' period across India

**2.01 BUSINESS DISTRIBUTION**

Based on the outcome of Reverse auction, the bidders would be ranked from L1 position in ascending order. Since BHEL intends to empanel three parties, counter-offer of L1 bidder shall be given to the next higher bidder in the rank, i.e., L2 & so on. The empanelment of second & third party shall be subject to matching the L-1 rates. In case no other bidder matches the L1 rates for empanelment, BHEL reserves the right to award the contract for the entire scope of work on L1 bidder.

BHEL beneficiaries will be free for purchase of medicines/consumables from any of the empaneled vendor.

**2.02 SCHEDULE OF REQUIREMENTS**

- a) The empaneled e-Pharmacy Chain will supply the medicines / FMCG & other items available at the agreed uniform rate of discount on MRP (inclusive of all taxes) in the stipulated time against the online requisition from BHEL beneficiaries.
- b) The empaneled e-Pharmacy Chain must have a centrally hosted online software and mobile app for purchase of medicines integrating all retail outlet of chains, and should agree to customize the same for interface with BHEL authorized approving authorities and BHEL beneficiaries.
- c) The empaneled e-Pharmacy Chain shall receive the order through online mode from BHEL beneficiaries.
- d) **NON SUBSTITUTION:** Specific brand of medicines shall not be substituted by another brand.
- e) **PACKED SUPPLIES:** Supplies are required to be made in original packing of manufacturer.
- f) **SUPPLY OF MEDICINES:**

Sufficient stock of Medicines at all times will have to be maintained by the empaneled e-Pharmacy Chain to avoid inconvenience to BHEL beneficiaries.

The empaneled e-Pharmacy Chain will indicate medicine name as per prescription, batch number, name of manufacturer, date of expiry of Medicines in their bill to beneficiaries at the time of supplying the medicines to the concerned BHEL beneficiary.

In case it is found that supplied medicines has expired or is spurious, empaneled e-pharmacy chain will be liable to replace the same to concerned beneficiary within 5 days' period at no extra cost. In case of no replacement and complaints (more than 10% of such incidents during the said contract period) from concerned to BHEL, then empaneled agency will be debarred on Pan India basis besides other legal action



that may be initiated against them as per law. The due procedure prescribed in the Policy on Suspension of Business dealings and banning of Business (www.bhel.com) shall be followed.

In case the ordered medicines are not available with the bidder, then beneficiary will be entitled to cancel the order.

Specific brand of medicines shall not be substituted by another brand.

The terms Standard quality herein above referred is specific brand of Medicines.

- g) **MINIMUM ORDER:** There shall be no minimum amount/order for delivery of medicines to recipients.
- h) The empaneled e-Pharmacy Chain should provide online portal and mobile application to give access for online order.
- i) The empaneled e-pharmacy chain should also provide services against orders placed through dedicated Whatsapp number and a dedicated (24 x 7) calling facility for BHEL only.
- j) **Discount applicability:** There shall be 2 discounts category offered by the bidder – 1) Discount applicable on all medicines and 2) Discount applicable on all FMCG and other products (other than medicines) available with the empaneled e-pharmacy chain.

In case the empaneled e-pharmacy chain is also having brick and mortar store, then the discount price shall also be applicable from the store of empaneled agency. This will help in reduction in delivery time for beneficiaries.

- k) Delivery of medicines / injections / Syrups / FMCG / etc shall be as per govt / regulator norms.
- l) Definition of medicine = Definition of drugs (Drug / Ayurvedic, Siddha or Unani drug) as mentioned in Drugs and Cosmetic Act, 1940
- m) **SYSTEM REQUIREMENT**
  - i. BHEL shall provide following beneficiary data to the empaneled e-Pharmacy Chain or the empaneled e-Pharmacy Chain should provide mechanism / admin control to BHEL to add beneficiary data.

<b>Serving Employee as in SAP HR</b>
Name, Mobile no., Email, address of Employee
Staff No. of Employee
Unit Name
Name of Spouse
Name of Parents
Name of Children



Based on the database by BHEL/mechanism as mentioned above, empaneled e-pharmacy chain can supply medicines / other items to BHEL beneficiaries at the discounted amount to them directly (through any payment mode i.e. Credit Card, Debit Card, Netbanking, UPI, Cash on Delivery, etc).



iii. Technical system of empaneled e-pharmacy chain should be capable of generating various reports in various time range like employee wise order details, medicine wise order details, Unit wise order details, companywide order details etc. Format in which reports are required shall be communicated by BHEL as per requirement.

iv. **Design and Development**

Bidder shall design and execute the activities necessary for successful implementation of the solution in compliance with the provisions of the Contract.

v. **Online Help Facility**

The system should have built in online help menu for every process in the proposed Solution tailored to BHEL requirement.

vi. **Acceptance Tests**

- a) Sufficient tests shall be carried out to check the fulfilment of functional requirements as per scope.
- b) The Acceptance Tests (and repeats of such tests) shall be the prime responsibility of the empaneled e-Pharmacy Chain. The tests are to be conducted with the cooperation of BHEL before Commissioning of the Solution.
- c) The empaneled e-Pharmacy Chain shall promptly rectify any defect and/or deficiencies for successful execution of the Acceptance Test.



SECTION-IIICOMMERCIAL TERMS & CONDITIONS4.01 PAYMENT TERMS:

- i) Against receipt of indent / prescription from BHEL employee and/or their dependents, the material has to be delivered by the empaneled e-Pharmacy Chain at the location specified by beneficiaries at no extra cost.
- ii) Empaneled e-pharmacy chain shall be eligible for the payment against discounted price only. No courier/postal charges, packaging charges, etc shall be paid by BHEL beneficiaries.
- iii) The invoice should clearly indicate the details of the supplies made each indent/ prescription such as name of the item, name of manufacturer, batch No., date of manufacture & expiry date, name of beneficiary, beneficiary ID No. with date, rate, discount as per contract etc. and any other information required by the BHEL.

BHEL reserves the right to cross verify the MRP from the manufacturers.

4.02 PERIOD UPTO WHICH SUPPLY ORDERS WILL BE PLACED

Supply orders will be placed against the contract up to the last date of the contract. Orders received even on the closing date should be honored 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.

4.03 EVALUATION CRITERIA:

- i) Evaluation of the bidders will be done based on quote against "Discount on MRP against medicines" as per Table I of price bid format (Annexure H).
- ii) The Contract would be awarded to the bidder quoting the highest "Discount on MRP against medicines" as per Table I of the Price-bid format (Annexure H).
- iii) 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 presence of respective L-1 bidder(s) or their representative(s).  
Ranking will be done accordingly, BHEL's decision in such situation shall be final and binding.
- iv) Based on the outcome of Reverse Auction, the bidders would be ranked from L-1 position in ascending order.



SECTION-VQUALIFYING CRITERIA FOR THE BIDDER(S)**5.0 PRE-QUALIFICATION REQUIREMENT (PQR)**

5.01 Average Annual financial turnover during the last 3 years, ending 31st March' 2019 should be at least Rs. 466.50 Lakhs.

5.02 The bidder should have the experience of Similar order\* executed/executing during last 02 years ending on 31<sup>st</sup> July 2020.

\* "Similar Order" refers to "Providing Medicines through ePharmacy mode to Central Govt. / State Govt. / PSU / Hospital / Public Limited Company / Autonomous Body / Private Limited Company / Other reputed private companies or institutions".

5.03 The Bidder should have his firm / himself registered with unique PAN and GST Registration Numbers.

5.04 Bidder should be having either of the following.

a) Own Pharmacy Registration

Or

b) Network of Registered Pharmacy

Or

c) Network of Registered Distributor / Stockist

5.05 QUALIFYING PROVISIONS FOR STARTUPS: Norms for Startups Medium Enterprises in Public Procurement shall relaxed be in line with OM No. F.20-2/2014-PPD (pt.) dated 27<sup>th</sup> July'2017 and OM No. F.20/2/2014-PPD (pt.) dated 20.09.2016 issued by Ministry of Finance, Department of Expenditure along with DIPP D.O. No. 12(11)/2017-SI dated 22.06.2017.



**SECTION-VI**  
**DOCUMENTS REQUIRED**

- 6.00 The Bidders should submit documents in support of possessing qualifying requirements as under, duly certified and stamped by their authorized signatory.
- 6.01 To calculate the "Average Annual Financial Turnover" of the bidder, the bidder should submit Audited Copy of Balance Sheet, Profits & loss Account Statements and Copy of acknowledgements of IT return of last 3 financial years, ending 31<sup>st</sup> March' 2019, as supporting/required documents against S. No. 5.01(a) of PQR.

**Note:** In case of unavailability of Audited Copy of Balance Sheet and Profits & loss Account Statements for any of the last 03 Financial Years (i.e. FY 2016-17, FY 2017-18, FY 2018-19), CA certificate for the same shall be furnished. {"Average Annual Financial Turnover" will be equal to the arithmetic sum of the annual turnover of the last 03 Financial Years (i.e. FY FY 2016-17, FY 2017-18, FY 2018-19), divided by 03) i.e.  $(F1 + F2 + F3) / 3$  }.

- 6.02 Order (issues in last 2 years ending 31.08.2020 only) and supporting work experience certificates (as per noting given below) from the clients shall be submitted as proof against S.No. 5.02 of PQR. In case of unavailability / Non-disclosure agreement of Order / Agreement, the bidder can submit the experience certificate from the concerned customer mentioning the points as given in "note" below. BHEL reserves the right to verify the correctness of the certificates of the clients.

**Note:** "Name & Address of Bidder/Firm", "Scope/Name of work/service/purchase", "Reference number of Work Order / LOI / LOA / Agreement", "Date of Commencement", "Stipulated Date of Completion", "Actual date of Completion", "Performance of the Bidder/Firm" and "Name & Address of Certificate issuing Authority/Organization", "no. of members serving" etc. should be clearly mentioned in the Completion / Performance Certificate(s) to be submitted by the bidder.

- 6.03 Bidder has to submit a copy of PAN and GSTIN as supporting documents against S. No. 5.03 of PQR.
- 6.04 Documents required for S.No. 5.04 of PQR are as follows.
- a) In case of Own Pharmacy Registration – List of Retail outlets along with pharmacy registrations certificate, name, address, email and contact no. of each retail outlet.
  - b) Network of Registered Pharmacy – List of Registered Retail pharmacies along with their pharmacy registration certificate, name, address, email and contact no.
  - c) Network of Registered Distributor / Stockiest – List of no. of network distributor / stockiest along with their pharmacy registration certificate, name, address, email and contact no.

The bidder, while submitting the bid, must state on their letter head (duly signed and stamped) about the category, as per S.No. 5.04 of Section V, in which their organization is falling. The bidder must also mention under which section and act of government their organization falls.

- 6.05 Bidder has to submit the duly signed "No Deviation Certificate" i.e. Annexure-A.
- 6.06 The Bidder must submit a "Declaration Certificate" i.e. Annexure-B.
- 6.07 Tender has to be submitted with contact address and e-mail ID etc. duly filled and signed as placed in Annexure-C.
- 6.08 Checklist as per Annexure D





- 6.09 Bidder must submit the financial/ work experience details in the enclosed format at Annexure-E.
- 6.10 MSE suppliers/bidders can avail the intended benefits, only if they submit required documents as mentioned in S. No. 1.11, along with the offer (or Annexure-F as the case may be).
- 6.11 Un-price bid format (Annexure-G) duly signed by the bidder shall be submitted along with technical bid by mentioning 'Q' in the column where quote is to be offered by the party.
- 6.12 Bidder has to submit the duly signed "Declaration on Non Disclosure Certificate" i.e. Annexure-I.
- 6.13 Integrity Pact as per Annexure J
- 6.14 DECLARATION IN CASE OF START-UP COMPANIES (on their letterhead): *We are a "Start-up" company and we are meeting all conditions and therefore eligible as Start-up company as on the date of tender bid closing. We are also enclosing copy of certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.*



**SECTION-VII**  
**PROCEDURE FOR SUBMISSION OF TENDER**

- 7.00 The tender is to be submitted as required in two parts in separate sealed covers prominently superscripted as Part-1 "Techno-commercial Bid" & Part-2 "Price Bid" and also indicating the tender number and due date & time as mentioned in the tender enquiry; on each of the covers.

**ENVELOPE 1:** Envelope of Part-1 "Techno-commercial Bid" shall contain documents required in Section V & VI above;

**ENVELOPE 2:** Part-2 "Price Bid" shall contain Price-Bid format (Annexure-H) only. The bidder must quote for Table I and Table II in price bid format. In case bidder quotes in any of the one Table and leave other Table unquoted in Price Bid format (Annexure H), then the same discount percentage quoted in one Table shall also be considered for second table also and bid shall be evaluated accordingly. In case of blank Price Bid Format in sealed envelope, the bid shall be rejected.

These two separate covers/envelopes 1 & 2 shall together be enclosed in third envelope and this sealed cover shall be superscripted with tender number & due date.

If the Part-2 "Price Bid" (Annexure-H) 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.

***Bid without price bid shall be rejected.***

- 7.01 The Part-1 of the tender will be opened first and evaluated afterwards. Bidders who qualify in Technical Bid (Part-1) will only be considered while opening of Price Bid (Part-2). BHEL will finalize successful bidder by Reverse auction. Date of opening of sealed paper Price Bid / reverse auction will be intimated separately to the Bidders who qualify in the Techno-Commercial bid.
- 7.02 Tender submitted by the bidders should strictly be in accordance with the tender terms & condition enclosed herewith.
- 7.03 The Bidder should accept all terms & conditions of the tender. In case the Bidder wants to deviate from the tender conditions, such deviations shall be clearly specified in his tender "No Deviation Certificate" only i.e. Annexure-A. If no deviations are given in tender submitted, it will be assumed that the Bidder accepts all terms & conditions of the tender.



ANNEXURE-A

No Deviation/Acceptance Certificate  
(To be submitted along with Part-1 Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all the terms & conditions of the above tender. We confirm that the offer submitted by us is confirming to all the terms & conditions mentioned in the tender document. We hereby undertake and confirm that we have understood the scope of services properly and shall carry out the job as mentioned in this tender in line with tender terms & conditions.

Or

We hereby accept all terms & conditions of the above tender except the following:  
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

1.

2.

3.

4.

5.

Note: Deviations may or may not be accepted by BHEL.  
(use separate sheet if required)

"I \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender No. AA:GAX:20:MA:105, dated 17.09.2020. 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



ANNEXURE – BDECLARATION CERTIFICATE

(to be typed on bidder's letter head &amp; submitted along with Part-1 Bid)

From: \_\_\_\_\_  
\_\_\_\_\_

Our Ref: \_\_\_\_\_ dated \_\_\_\_\_

To,  
Dy. Manager  
BHEL House, Siri Fort, New Delhi-110049SUBJECT: *Open Tender for Empanelment of Online Pharmacy Chain for supply of medicines to BHEL beneficiaries.*  
(Tender No. AA: GAX:20:MA:105, dated 17.09.2020)

Dear Ma'am,

Please find herewith our offer in line with requirement of BHEL's Tender document. We confirm that:

1. Bid complies with the total techno-commercial requirements/ terms and conditions of the bidding document and subsequent addendum/corrigendum (if any) without any deviation/ exception/ comments/ assumptions.
2. I / We have not been suspended / delisted / blacklisted by any other Govt. Ministry/Department/Public Sector Undertaking/ Autonomous Body/Financial institution/Court. We also certify that either our firm or any of the partners are not involved in any scam or disciplinary proceedings settled or pending adjudication.
3. We hereby confirm that we have gone through and understood the Bidding Document and that our Bid has been prepared accordingly in compliance with the requirement stipulated in the said documents. We are submitting Check-List of Bidding Document as part of our Bid duly signed in token of our acceptance. We undertake that the Bidding Document shall be deemed to form part of our bid and in the event of award of work to us, the same shall be considered for constitution of Contract Agreement. Further, we shall sign and stamp each page of this bidding document as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.
4. We further confirm that we have quoted prices in price bid considering detailed description of scope of work. We confirm that price quoted by us includes price for all works/activities/supply etc. as mentioned in this tender document.
5. I / We, also give acceptance for participation in Reverse Auction, in case BHEL decides to go for the same. We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by BHEL without any reference to us.

Thanking you,

Very Truly Yours,

Signature

With name, Designation &amp; seal of the firm





ANNEXURE -C

**BIDDERS PROFILE/DETAIL**  
(To be submitted along with Part-1 Bid)

*Photograph of  
bidder /  
authorised  
signatory*

Sl. No.	Description	Details
1	Name of tendering company/Firm/Agency	
2	Type of firm	
3	Name of proprietor/ Director of Company/Firm/Agency	
4	Full address of registered office with telephone no., Fax no. & E-mail Address etc.	
5	Full address of operating/branch office with telephone no, Fax no. & E-mail Address etc.	
8	PAN	.....( ) Enclosed
9	GST Registration No.	.....( ) Registered and Enclosed
10	Udyog Aadhaar No. (if any)	.....( ) Registered and Enclosed
11	Name of Bidder/ Contact Person	
12	Phone No. of Bidder / Contact Person	
13	E-mail Address of Bidder / Contact Person	
14	Startup Registration No. (if any)	



Signature  
With name, Designation & seal of the fir

ANNEXURE -D

CHECK-LIST (TECHNICAL BID)  
SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER  
 (To be submitted along with Part-1 Bid)

Sl. No.	Description of requirement	Yes / No/ NA
1	Copies of the Audited Balance sheet and Profit & Loss account statements of last three Financial Years i.e. FY 2016-17, FY 2017-18 & FY 2018-19	
2	Acknowledgement of I-T return of last three Financial Years i.e. FY 2016-17, FY 2017-18 & FY 2018-19.	
3	Details of work experience, satisfactory work performance certificates including Work / Purchase Orders	
4	Copy of the PAN card.	
5	Copy of GST registration certificate (GSTIN)	
6	No Deviation Certificate i.e. Annexure-A	
7	Declaration Certificate i.e. Annexure-B	
8	Bidders Profile/Detail i.e. Annexure-C	
9	Financial Details of the Bidder along with Work Experience Details i.e. Annexure-E	
10	Certificate by Chartered Accountant on letter head i.e. Annexure-F (only for those who are submitting EM-II Certificate)	
11	PART 'I' – UN-PRICE BID i.e. Annexure-G	
12	Signed & stamped Annexure-I	
13	Bank details along with a cancelled cheque for NEFT/RTGS.	
14	Signed & stamped complete tender document.	
15	MSME Certificate	
16	Startup Certificate	

Signature  
 With name, Designation & seal of the firm



ANNEXURE – E

**FINANCIAL DETAILS OF THE BIDDER**  
(To be submitted along with Part-1 Bid)

	FINANCIAL YEAR 2016-17	FINANCIAL YEAR 2017-18	FINANCIAL YEAR 2018-19
<b>ANNUAL TURNOVER</b> (in Rs. Lakhs )			

**SUMMARY OF WORK EXPERIENCE DETAILS OF THE BIDDER**

Self-attested copy of experience certificate(s) along with work order(s) issued by the competent authority for the satisfactory work. The summary of that can be tabulated in the given format in the chronological order.

S. NO.	Name of Work	Experience certificate for the period (from and to)	Executed Contract Value of Work ( in Rs. Lakhs )	Details of client along with address, e-mail & telephone no.
1				
2				
3				
4				

(Attach separate sheet, if required)}



ANNEXURE – FCertificate by Chartered Accountant on letter head  
(only for those who are submitting EM-II Certificate)

(To be submitted along with Part-1 Bid)

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-11) ..... dtd: ....., Category: ..... (Micro/Small)). (Copy enclosed).

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

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

The above investment of Rs.....Lacs is within permissible limit of Rs.....Lacs for .....Micro / 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





**ANNEXURE – G****PART 'I' – UN-PRICE BID**

(To be submitted along with Part-1 Bid)

Table I

Percentage discount on the Maximum Retail Price incl. of all taxes (MRP Printed on the package of Medicines) No separate taxes, no delivery cost & no other costs shall be payable	
In figures	In words

Table II

Percentage discount on the Maximum Retail Price incl. of all taxes (MRP Printed on the package of FMCG and other items available) No separate taxes, no delivery cost & no other costs shall be payable	
In figures	In words

**IMPORTANT POINTS TO NOTE:**

- Un-price bid format duly signed by the bidder shall be submitted along with technical bid, by mentioning 'Q' in all the columns where quote is to be offered by the bidder.
- "Discount on MRP" shall be considered up to TWO decimal points only. Digits beyond TWO decimal points will be ignored and not rounded off. No representations on this count shall be entertained.
- While quoting the reasonable "Discount on MRP", bidders should consider all cost elements like financing cost, cost of maintenance of accounts, Overheads, Profit Margins, Conveyance Charges, Supervision Charges, and any other expenditure as deemed relevant by the Bidder or cost of any other item under its scope and to meet any expenses/exigencies so as to ensure continuity of services.



Signature  
With name, Designation & seal of the firm

ANNEXURE – HPART 'II' – PRICE BID

Table I

Percentage discount on the Maximum Retail Price incl. of all taxes (MRP Printed on the package of Medicines) No separate taxes, no delivery cost & no other costs shall be payable	
In figures	In words

Table II

Percentage discount on the Maximum Retail Price incl. of all taxes (MRP Printed on the package of FMCG and other items) No separate taxes, no delivery cost & no other costs shall be payable	
In figures	In words

Signature  
With name, Designation & seal of the firm



## Annexure-I

## DECLARATION ON NON DISCLOSURE

M/s. .... willing to provide service to BHEL for Selection for *Empanelment of e-pharmacy Chain for supply of medicines to BHEL beneficiaries*, hereby undertake to comply with the following in line with information security policy of BHEL:

- 1.0 To maintain confidentiality of documents & information used during the execution of the contract.
- 2.0 The documents & information shall not be revealed to or shared with third bidder in a manner which is detrimental to the business interest of BHEL.

Signatures of Authorized Signatory of Bidder

Name:

Désignation:

Date:

Place:

Seal of Organisation:



## Annexure-J

INTEGRITY PACT

## Between

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

## and

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

Preamble

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

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

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

**Section 1- Commitments of the Principal**

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

**Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

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





legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption 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 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. 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.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

### 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 Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 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 in line with Non- disclosure agreement.
- 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 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.



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

#### Section 10 - Other Provisions

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

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

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

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

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

\_\_\_\_\_

For & On behalf of the Principal

(Office Seal)

\_\_\_\_\_

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

