



Bharat Heavy Electricals Limited
Power Sector Southern Region
Tek Towers, No. 11, Old Mahabalipuram Road
Okkiyam Thoraipakkam, Chennai - 600097

NOTICE INVITING TENDER
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

1.0	TENDER NO	ENQ:22:PS:0005:PUR:4 dt 17.10.2022			
2.0	BROAD SCOPE OF JOB				
SI NO	DESCRIPTION	PROJECT	QUANTITY	UOM	DELIVERY DATE
1)	Supply of allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) to Chennai – based serving and retired employees of BHEL for a period of 2 (Two	PSSR HQ	1	LUMP SUM	Contract period – 2 years

3.0	DETAILS OF TENDER DOCUMENT		
SI	DOCUMENT	NUMBER OF PAGES	
1.	NIT, PRE QUALIFICATION REQUIREMENT, CONDITIONS OF CONTRACT, GENERAL CONDITIONS OF CONTRACT, PRICE BID FORMAT and FORMS AND PROCEDURE	44	
2.	PRICE BID IN EXCEL SHEET (separately attached)		
4.0	Publish Date	17-10-2022	
	Document Download / Sale Start Date	17-10-2022 18.00 Hrs	
	Bid Submission Start Date	27-10-2022 09.00 Hrs	
	Bid Opening Date	01-11-2022 17.30 Hrs	
	Document Download / Sale End Date	01-11-2022 10.00 Hrs	
	Bid Submission End Date	01-11-2022 10.00 Hrs	
5.0	EMD AMOUNT	Not Applicable	
6.0	SECURITY DEPOSIT		
7.0	COST OF TENDER		

8.0	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications → View Corrigendum) and not in the newspapers. Bidders to keep themselves updated with all such information
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It may please be noted that guidelines/rules in respect of Suspension of Business Dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed."

Thanking You.

Yours faithfully
For Bharat Heavy Electricals Limited
(PURCHASE)

Agency	Contact Details	
BHEL/PSSR/Chennai	Address	Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097
	Phone No	044-24589445
	Fax No	
	Email	

	<p>Bharat Heavy Electricals Limited (A Government of India Undertaking) Power Sector – Southern Region Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097 Phone: 044 24342458 / 2828 6769 / 6874 / 6875, Email: narayanan@bhel.in; sprabhu@bhel.in; hena@bhel.in;</p>
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ENQ:22:PS:0005:PUR:4

Date: 17/10/2022

Open Tender Two Part Offers are invited for Supply of allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) to Chennai – based serving and retired employees of BHEL for a period of 2 (Two) Years through e-procurement portal <https://eprocurebhel.co.in>

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

Contact Details

Agency	Contact Details
BHEL, PSSR, Chennai	<p><u>Address</u> BHEL,PSSR(HQ) CHENNAI Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097</p> <p><u>Name & Ph. no</u> 1) Narayanan S (MANAGER / Purchase) - ph 044 2458 9445; email: narayanan@bhel.in 2) HENA EBEN (DGM/purchase) – ph 044 2458 9542; email hena@bhel.in 3) S. PRABHU KUMAR (AGM/Purchase) – ph 044 2458 9541; email sprabhu@bhel.in</p>
BROAD SCOPE OF JOB	<p>The contract will supply allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai – based serving and retired employees of 3 divisions of BHEL as per the prescription slips issued by our authorised company medical officer /other doctors on credit through at the following BHEL locations given below:</p> <p>a. BHEL Integrated office Building, Pallikaranai, Chennai b. BHEL Staff Quarters, Ashok Nagar, Chennai</p>
Location of Pharmacy Store (2 stores)	<p>Contractor to set up store at following locations:</p> <p>a. BHEL Integrated office Building, Pallikaranai, Chennai b. BHEL Staff Quarters, Ashok Nagar, Chennai</p>

LATEST UPDATES	Latest Updates on the important dates , Amendments, Correspondences, Corrigenda, Clarifications, Changes, Erarata, Modifications, Revisions etc to Tender Specifications will be hosted in BHEL Webpage & E-Procurement Portal https://eprocarebhel.co.in/nicgep/app) Bidders to keep themselves updated with all such information.
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The offer shall indicate % of Discount on MRP only and the offer shall be submitted as per the instructions of tender document. Only One set of tender document (in original, downloaded from website) signed by authorized company rep. of bidder and stamped on each page shall be submitted as detailed further, as given below. Bidders to note specifically that all pages of tender document, including these NIT pages etc. appearing in the website for this particular tender shall be submitted by them (after signing/stamping on each page) as a part of their offer. Rates/Price including Discounts/Rebates mentioned anywhere / in any form in Techno Commercial Offer other than the Price Bid, shall not be entertained, Unsolicited discounts received after opening of Techno Commercial Offer shall not be consider for evaluation.

1. DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

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

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED. <i>Bidder may note that their offer is liable to be rejected if technical offer and pre-qualification documents not submitted</i>
TECHNICAL OFFER	1. Scanned copy of Power of Attorney document in Non-Judicial Stamp paper. 2. Scanned copy of duly filled and signed Integrity Pact (IP) document 3. Scanned copy of conditions of contract and the corrigendum 4. No deviation certificate as per format given forms and procedures. 5. Make in India certificate- under preference to Make in India order Certificate 6. An Undertaking that the bidder is not from restricted countries.
PRE-QUALIFICATION PART	7. Supporting documents meeting PQR (given in NIT) and standalone profit and loss statement for the years - 19-20, 20-21 and 21-22
PRICE BID	9. Duly filled in Price Schedule. (in price bid section in e-procurement portal). The offer shall indicate % of Discount on MRP only .

NOTE:

- The offer shall indicate % of Discount on MRP only. The Discounted price will be considered as Basic price for further calculations of applicable Taxes and Duties.
- Offer & documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.
- All documents / Annexures submitted with the offer shall be properly annexed and uploaded in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- The bidder may have to produce original document for verification if so decided by BHEL
- In the Course of evaluation, if more than one bidder happens to occupy L-1 Status, effective L-1 will be decided by soliciting further discounts from the respective L-1 Bidders. In case more than one bidder happens to occupy L-1 Status even after soliciting discounts, the L-1 bidder shall be decided by toss/draw of lots, in the presence of respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding."

1. Taxes and Duties and payment of GST– PLEASE REFER ANNEXURE-II
2. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof.

Upon scrutinizing of documents, BHEL reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

3. **The offer shall indicate % of Discount on MRP only.** The Discounted price will be considered as Basic price for further calculations of applicable Taxes and Duties. **Discount of % quoted shall be FIRM till the Completion of the Order. Supplier should furnish all GST details separately in their invoice, for BHEL to avail GST CREDIT benefits. BHEL will not furnish any 'Concessional " Form.**
4. The Price Bids of only those bidders Will be opened Who Will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno commercial bids etc. BHEL decision in this regard shall be final binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.
5. Bidders are requested to visit the site and study the prevailing site condition etc. before quoting.
6. Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Any queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
7. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
8. For any clarification on the tender document, you may seek the same in writing within 3 days from publishing of NIT, from the office of the undersigned which will be clarified to all the bidders. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
9. NO Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno- commercial bid/ Price bid shall normally be considered by BHEL, Bidders are requested to positively comply with the same
10. BHEL reserves the right to open the price bid of the offers in camera/online.
11. **Delivery of Goods** The contractor will supply allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai – based serving and retired employees of BHEL as per the prescription slips issued by BHEL authorised company medical officer /other doctors on credit through at the following BHEL locations given below:
 - a) BHEL Integrated office Building, Pallikaranai, Chennai
 - b) BHEL Staff Quarters, Ashok Nagar, Chennai

12. Terms of payment is: The supplier shall claim payment twice in a month by submitting the bills along with all the necessary documents in complete prescribed form. Payment will be made through EFT (electronic fund transfer). The payment will normally be arranged within number of days as given below from the date of presentations/submission of documents

Sl	Type of Bidder	Payment terms (number of days)
1.	MSE	45 days
2.	Medium Enterprise	60 days
3.	Non-MSE	90 days

In case Bidders insist for lesser Credit period, the base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%', shall be considered for loading for the period of relaxation sought by bidders. For example, if bidder has offered X% discount on MRP and request for lesser credit period of Y days, then for the purpose of evaluation, discount offered by the bidders shall be calculated after loading as

$$\text{loaded discount to be considered for ranking} = X\% - \frac{(\text{base rate} + 6\%) \times (Y1 \text{ days} - Y \text{ days})}{365 \text{ days}}$$

value for Y1 days in above formula is given below

Sl	Type of Bidder	No of days
1.	MSE	45 days
2.	Medium Enterprise	60 days
3.	Non-MSE	90 days

However, the award of contract shall be as per the bidder's offer. As on 17.10.22 base rate of SBI is 8.70% (wef 15.09.22)

13. Paying Authority: Bills are to be submitted to paying authority (as mentioned below) of respective units as indicated in the Member ID Card / Prescription.
- AGM/Head-Finance, BHEL PSSR Head Quarters, Chennai
 - DGM/Head-Finance, BHEL ROD-SR, Chennai
14. **Reverse Auction is applicable.** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as for Reverse Auction-as available on 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
15. **Preference to Make in India:** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable event if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of Purchase preference and/or local content in respect of this procurement, same shall be applicable. Certification for local supplier category as per latest Government circular shall be provided and uploaded in Attachment section.

“For this procurement, the local content to categorize a supplier as a Class I Local supplier/Class II Local supplier/Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”

16. Commitment, performance of the contract and punitive action thereof:

16.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

16.2. Commitment by Bidder / Supplier / Contractor:

16.2.1. The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

16.2.2. The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

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

16.2.4. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

17. Tender Conditions for MSE supplier: Quantity splitting between L1 and other bidder is not applicable. Bidders may note that no counter offer shall be made to any MSE bidder in case if L1 is not MSE.

18. All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website www.bhel.com & <https://eprocurebhel.co.in>. As such, all the bidders are requested to be in continuous touch with these websites.

19. Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above. The offers of the bidders who are on the banned list 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 web site http://www.bhel.com/vender_registration/vender.php.

20. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall become a part of the Order/Contract after its finalization.
21. In case there is no change in the technical scope and / or specification and / or commercial terms and conditions, the bidder/s shall not be allowed to change his / their price bids after the due date within the validity period. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by Vendor. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
22. **Integrity Pact: Applicable.** Comply to Furnish Scanned Copy of duly filled in Integrity Pact (IP) document as in Format and Procedures.
23. Our requirement is for use at BHEL Site office, (refer NIT for site office location) Quantity : As per NIT. Quoted rates shall remain firm for the purchase order placed by BHEL on bidder.
24. Offers are invited to submit in two-parts. The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to said due date. **BHEL will not be responsible for any technical snag in the web due to last hour rush in uploading of offers, hence the bidders are advised to upload their offers well in advance. If the bidder submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only & uploaded in the price section.**
25. In case of joint bidding, bidders to furnish scope matrix which should be clearly defined between foreign bidder and their indian representative along with the offer for the complete scope.
26. CIF content is permitted but preference will be given as per Public Procurement Policy 2017, Preference to Make in India is applicable. Bidders are requested to quote their CIF content (if any) in Techno Commercial Page. Essential certificate for concessional duty for the import content is available and can be provided. Bidders mandatorily provide CIF content if any to avail concessional duty. In case BHEL is not able to avail concessional duty on imports, same may be recovered from Bidder. Bidders may refer of Taxes and Duties (Annexure-II)
27. In case the above declaration is not given, it is presumed that there is no import content in the value of supplies of the bidder and hence Essentiality certificate will not be issued.
28. Bidders to note that offers shall be submitted strictly in accordance with the requirements of all the enclosed Tender documents. Post-bid agreements/MoMs (during Techno-Commercial evaluation) shall automatically become the part of the Order/Contract after its finalisation.
29. DPE vide OM No.DPE/7(4)/2017-Fin.(Part-I) dated 30.07.2020 has enclosed Department of Expenditure's (DOE) OM and Order (Public Procurement No.1 and No.2) vide ref.F.No.6/18/2019-PPD dated 23.07.2020 on Restrictions under Rule 144 (xi) of the GFR and subsequent clarification Order (Public Procurement No.3) dated 24.07.2020 for compliance by CPSEs. Please may refer Annexure-III (Model Clause/Certificate to be inserted in tenders etc.,)

Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
- a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

30. Terms & Conditions of Reverse Auction

- a) Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
 - b) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
 - c) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on internet.
 - d) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
 - e) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
 - f) Bidders have to email the Compliance form (annexure III of business rule document of Reverse Auction) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
 - g) Reverse auction will be conducted on scheduled date & time.
 - h) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
 - i) The lowest bidder has to e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
 - j) Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
 - k) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.
 - l) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 - m) Bidders are requested to go through Guidelines as for Reverse Auction-2021 as available on www.bhel.com
31. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favor of BHEL shall be adopted and the same shall be binding to the bidder.
32. Any deviation sought by the bidder should be indicated in the techno-commercial offer.

ANNEXURE-II

1.1. TAXES AND DUTIES CLAUSE

- 1.1.1. All taxes including GST with applicable cess (mentioned elsewhere in the Bid) and including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.
- 1.1.2. Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.
- 1.1.3. The successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 1.1.4. Bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.
- 1.1.5. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
- 1.1.6. TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills.
- 1.1.7. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following.
- 1.1.8. In case of delay in submission of the above mentioned documents on the date of dispatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.
- 1.1.9. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
- 1.1.10. Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.
- 1.1.11. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.
- 1.1.12. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 1.1.13. Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract.
- 1.1.14. The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works

under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

- 1.1.15. Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties.
- 1.1.16. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.
- 1.1.17. In case of LD recovery, the applicable GST shall be also be recoverable from the suppliers.

2. INCOME TAX:

- 2.1. TDS u/s 194Q as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from contractor's bill.

PRE QUALIFICATION CRITERIA

1. More than Three (03) years of experience in supply of Allopathic medicine as on tender publishing date. Drug License has to be submitted by the agency as a proof.
2. The bidder should have average financial turnover of Rs 3 crores in the last 3 years (FY 19-20, 20-21 and 21-22). Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.

CONDITIONS OF CONTRACT

1. SCOPE OF THE CONTRACT:

- i. The contract will supply allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai – based serving and retired employees of 3 divisions of BHEL as per the prescription slips issued by our authorised company medical officer /other doctors on credit by establishing pharmacy set-up in the space provided in compliance with all statutory compliances and qualified man power at the following BHEL locations given below:
 - a. BHEL Integrated Office Building, Pallikaranai, Chennai
 - b. BHEL Staff Quarters, Ashok Nagar, Chennai
- ii. Pharmacy operations will be open from 09.00 AM to 05.30 on all working days of BHEL offices.
- iii. The bidders to quote the price bid in terms of discount (in percentage) on MRP. The indicated annual sales volume shall be 9.00 Crores approximately (including GST). All medicines to be supplied at the discounted rate, viz. a flat rate discount as quoted on the printed price (MRP) of each and every medicine supplied. The bids will be evaluated based on quoted flat rate discount in percentage on MRP.
- iv. The contractor will have to maintain sufficient stock of the standard quality of medicines at all times to avoid inconvenience to BHEL beneficiaries.
- v. In case of failure of refusal to supply the medicines, the contract is liable to be cancelled at contractor's risk and cost. Any difference in cost involved in arranging supply from alternative source or from new contract will be recovered from the contractor bill for balance period of contract.
- vi. Whenever the quantity / size of bottled liquid drug is not specified in the prescription, in all such cases a pack of smallest size of the said brand should only be supplied.
- vii. The contractor has to indicate batch number and name of manufacturer, expiry date in the invoice / bill at the time of supply.
- viii. Medicine prescribed should be supplied without any substitute. Some medicines prescribed for a month may be issued. In any case medicines may not be issued for more than a month, unless expressly stated in the prescription.
- ix. Successful bidder should enter in to the contract agreement signed on non-judicial stamp paper of appropriate value (minimum Rs 100) immediately after acceptance of LOI.

2. PERIOD OF CONTRACT:

The proposed contract period is for 24 months w.e.f. 01.12.2022. If required by BHEL the contract can be terminated after a lock-in period of 10 months, with 3 months' notice period to the vendor

3. BHEL OBLIGATIONS:

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

BHEL shall provide only either the room or required space and electricity at one point in that area for the contractor to store/stock the medicines. Contractor shall arrange all other necessary facilities to store and disperse the medicines. All the necessary facilities such as furniture, potable water etc. for their staff and for the billing shall be arranged by the contractor.

4. LIABILITY OF THE CONTRACTOR:

- i. Qualified Pharmacists should be available for identifying and dispensing with the medicines to be supplied to the regular/retired employees of the BHEL.
- ii. Supply of Medicines: The supply of medicines will be made on the same day against prescription slip approved by AMA/PTMO/Company Doctor, only to eligible BHEL medical beneficiaries across the counter. The Contractor shall dispense only allopathic medicines approved by CDSCO/DCGI on credit basis against prescription slips to BHEL medical beneficiaries.
- iii. Non-Availability of Medicines: When medicines are not available with the supplier for supply, same will be procured from the market and supplied by the supplier on the very day the prescription has been received or at the earliest within 2 days from date of receipt of prescription. In case of failure to deliver the medicine within 2 days, difference in cost in arranging supply from alternative source and discounted value shall be recovered from the bill.
- iv. In emergency situations, the medicines may be arranged to be door-delivered, free of delivery charges.
- v. Loose Supplies: Medicines are required to be supplied in original packing of manufacturer and as per prescribed quantities only.
- vi. Packing Supplies: Medicines are required to be supplied in original packing of manufacturer and in approximately nearest to the total quantity as prescribed.
- vii. Record to be maintained by the Contractor indicating batch number and name of manufacturer, expiry date in the indents at the time of supply. Medicine prescribed should be supplied without any substitute. All the bills submitted should consist of batch no. and expiry date. Expired medicines should be immediately removed from the premises.
- viii. Reports on biweekly basis for the details of medicine dispensed such as name of prescribed medicine and name of medicine issued along the name of the patient, member ID, quantity, rate, applicable tax, discount given and the total amount in MS excel sheet prior to the submission of original bills for payment.
- ix. Quality & Quantity of medicine and repercussions on its non-maintenance: In case it is found that any particular medicine supplied is substandard or spurious or beyond the expiry period, the Contractor is liable to be black listed for a period of 5 years besides any other appropriate legal action as admissible under the law.
- x. Life Period: The life of medicines supplied should not have passed more than half in the case of short life and one year in the case of long life medicines from the date of manufacture at the time of supply.

- xi. The Contractor shall dispense only those medicines in the prescription on credit to BHEL employees / retirees in the outlets. Contractor shall be solely responsible for the conduct of their staff including but not limited any gross negligence and willful misconduct.
- xii. The safe custody of the medicines is to be maintained by the Contractor. The contractor shall take suitable insurance cover for the stock including lifesaving drugs stored in BHEL premises to cover the losses from theft, damages due to fire, inundation, flooding and for all foreseeable incidents. The Contractor will cover the insurance cost. BHEL shall not pay for the damages of any sort for the stock stored by contractor in BHEL.
- xiii. All the statutory requirements for dispensing medicine at BHEL locations shall be followed and the bidder shall arrange for complying with those statutory requirements. Bidder shall indemnify BHEL with respect to complying of statutory requirements.
- xiv. All the central/state governments regulations compliance with respect to wages/ESI/PF/Insurance of personnel employed by vendor are in scope of vendor only and declaration to that effect shall be provided by vendor every month.
- xv. The contractor shall ensure to comply with THE CONTRACT LABOUR (REGULATION AND ABOLITION) ACT, 1970 if applicable. Bidder shall indemnify BHEL with respect to complying of statutory requirements.

5. ESTIMATED SALE:

From past experience of our requirement the total turnover of supply and billing of medicines may go up to Rs. 9 Crores (Approx. including GST) per annum. However, BHEL will not conform to have any obligations of meeting such targets. The target of sale may vary depending upon the requirement.

6. The Contractor shall furnish a declaration that the medicines supplied is the best quality and in accordance with the specifications and if the articles are found that they are not as per the description, the same can be rejected. In case of rejection, such medicine, it may be replaced forthwith failing which the contractor will be deemed to have committed a breach of contract and be liable to pay such damage as may arise by reason of breach of the conditions of the warranty.

7. PRODUCTION OF BILLS:

The contractor shall claim payment twice in a month by submitting the bills along with all the necessary documents in complete prescribed form. The bill shall show in detail the supply made each day along with the details of the medicines as supplied together with the doctor's prescription.

The bills must be submitted along with original prescription slip of BHEL's authorized medical officer/doctors.

Bills are to be submitted to paying authority (as mentioned below) of respective units as indicated in the Member ID Card / Prescription.

- i. AGM/Head-Finance, BHEL PSSR Head Quarters, Chennai
- ii. DGM/Head-Finance, BHEL ROD-SR, Chennai

09. Extension of Contract:

The contract may be extended beyond two (02) years on mutual acceptance for a minimum period of three (03) months on the same terms & conditions of the contract.

10. ARBITRATION & CONCILIATION

Disputes & its Jurisdiction:

In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the Contractor. Jurisdiction for any dispute arising out of the contract shall be at Chennai only

ARBITRATION:

Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause herein below or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the 'Dispute'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall be addressed to the Head of the Power Sector Region issuing the Contract and shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. Within 90 days of receipt of the complete Notice, the Head of the BHEL Power Sector Southern Region shall offer names of three proposed Arbitrators to the invoking Party advising to choose any one of the three names to be appointed as Sole Arbitrator. On getting confirmation from the invoking Party regarding the Arbitrator chosen from among the names so offered, the Head of the BHEL Power Sector Southern Region shall appoint such chosen person as the Sole Arbitrator for conducting the arbitration. The language of arbitration shall be English.

The Arbitrator shall pass a reasoned award.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at Chennai (the place from where the contract is Issued). The Contract shall be governed by and be construed as per provisions of the laws of India. Subject to this provision regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:

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 (Administrative Mechanism for Resolution of CPSEs Disputes) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time.

The cost of arbitration shall initially be borne equally by the Parties subject to the final allocation thereof as per the award/order passed by the Arbitrator.

Notwithstanding the existence of any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner unless the dispute inter-alia relates to cancellation, termination or short-closure of the Contract by BHEL.

CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.

Notes:

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure. The Procedure together with its Formats will be treated as if the same is part and parcel hereof.

No Interest payable to Contractor

Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor on any moneys or balances including but not limited to the RA Bills or the Final Bill, or any amount withheld and/or appropriated by BHEL etc., which becomes or as the case may be, is adjudged to be due from BHEL to Contractor whether under the Contract or otherwise.

PRICE BID

Percentage BoQ

Tender Inviting Authority: PSSR BHEL

Name of Work: Supply of allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) to Chennai – based serving and retired employees of BHEL for a period of 2 (Two) Years

Contract No: ENQ:22:PS:0005:PUR:4

Name of the Bidder/ Bidding Firm / Company :

Sl. No.	Item Description	Quantity	Units	Estimated Turnover of supply and billing of medicines may go up to Rs. 9 Crores (Approx. including GST) per annum Rs. P
1	2	4	5	6
1	PHARMACY			
1.01	Bidder shall indicate % of Discount on MRP only at cell F15 only	1.000	lump sum	90000000.000
Total in Figures				
Quoted Rate in Figures			Select	Quoted

BIDDER TO NOTE THE FOLLOWING:

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

1. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
2. Price Bid
3. Conditions of Contract (SCC)
4. Notice Inviting Tender (NIT)
5. Forms and Procedures as per NIT

FORMS & PROCEDURES

SL NO	FORMAT DESCRIPTION	NO OF PAGES	REMARKS
1.	TECHNO COMMERCIAL and BIDDER DETAILS	2	MANDATORY
2.	DECLARATION REGARDING MINIMUM LOCAL	1	MANDATORY
3.	DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017	1	MANDATORY
4.	FORMAT POWER OF ATTORNEY FOR SUBMISSION OF TENDER	1	MANDATORY
5.	MSME CERTIFICATE	1	AS APPLICABLE
6.	CERTIFICATE FOR NO DEVIATION	1	MANDATORY
7.	INTEGRITY PACT (IP)	6	MANDATORY
8.	PROCEDURE FOR CONCILIATION	10	

TECHNO COMMERCIAL and BIDDER DETAILS

Sl.No	DESCRIPTION	Vendor to indicate their Acceptance and confirmation and provide Details of supporting documents uploaded
1.	Comply to Supply / Dispensation of Medicines to Chennai based BHEL Regular/ Retired Employees of Chennai based BHEL Units for a period of 2 (Two) Years as per Tender Terms and conditions	
2.	Comply to accept the delivery conditions and delivery period as stated in tender documents	
3.	Comply to Offer Discount in % on MRP of all Medicines and FIRM till the Completion of the Order as per Tender Terms and conditions	
4.	<p>Comply – BHEL have the rights to evaluate the offers and “In the Course of evaluation, If more than one bidder happens to occupy L-1 Status, effective L-1 will be decided by soliciting further discounts from the respective L-1 Bidders.</p> <p>In case more than one bidder happens to occupy L-1 Status even after soliciting discounts, the L-1 bidder shall be decided by toss/draw of lots, in the presence of respective L-1 bidder(s) or their representative(s).</p> <p>Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.”</p>	
5.	Agreed that the discount quoted shall be firm during the entire duration of the contract	
6.	<p>Comply to the DELIVERY TERM: Contractor shall supply allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai-based serving and retired employees of BHEL as per the prescription slips issued by our authorized company medical officer/other doctors on credit through at the following BHEL locations given below:</p> <p>a. BHEL Integrated office Building, Pallikaranai, Chennai</p> <p>b. BHEL Staff Quarters, Ashok Nagar, Chennai</p>	
7.	NO DEVIATION CERTIFICATE in Letter Head (Same to be Attached In Attachment Section. Vendor offer liable to be rejected if not submitted) – mandatory	
8.	Comply to furnish the scanned copy of Power of Attorney (To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised) Document for Submission of Tender ,	

Sl.No	DESCRIPTION	Vendor to indicate their Acceptance and confirmation and provide Details of supporting documents uploaded
	negotiations and Signing Contract Agreement along with offer. Offers without valid Power of attorney Document will be summarily rejected and will not be Considered for further evaluation by BHEL (scanned copy to be attached in attachment section) - mandatory (bids are liable to rejected if PoA is not submitted.)	
9.	Comply to Furnish Copy of duly filled in Integrity Pact (IP) document as in Annexure-I & IA. (scanned copy to be attached in attachment section) – Applicable And Mandatory (need to be submitted)	
10.	Certification for local supplier category as per Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry provided and uploaded in Attachment section (mandatory) .	
11.	Certificate for Declaration Regarding Compliance To Restrictions Under Rule 144 (xi) OF GFR 2017 (mandatory)	
12.	Comply to BHEL Payment Terms as per Tender	
13.	Comply to Risk and cost clause as per Tender	
14.	Comply to Special Conditions of contract (SCC)	
15.	DECLARATION FOR RELATION IN BHEL The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL Or The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below	
16.	Comply to Participate in Reverse Auction & contact person details	
17.	Authorized Contact Person Name , Mob No etc	
18.	GeM Seller ID 1. Bidder to Indicate Seller ID, if already registered in GeM 2. If GeM Seller ID not available, Status of GeM registration to be indicated	

(Signature of Bidder with seal)

Date :

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020
AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

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

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,
Yours faithfully,

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

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

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

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ (specify the name of the organization here), is not from such a country / has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,

Yours faithfully,

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

Note: Bidders to note that in case above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and for taking further action in accordance with law and as per BHEL guidelines.

POWER OF ATTORNEY FOR SUBMISSION OF TENDER

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

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, Tek Towers, Chennai-35 in connection with
..... vide Tender Specification No : _____, dated _____.

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

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

(Authorized Signature & Office Seal / Date)

Witness Notary Public

TO BE TYPED ON BIDDER'S LETTER HEAD

CERTIFICATE FOR NO DEVIATION

THIS IS WITH REFERENCE TO TENDER ENQUIRY No. ENQ:22:PS:0005:PUR:4 FOR Supply of allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) to Chennai – based serving and retired employees of BHEL for a period of 2 (Two) Years through e-procurement portal <https://eprocurebhel.co.in>.

I, _____ OF
M/S _____ HEREBY CERTIFY THAT THERE IS NO
DEVIATION FROM THE TENDER CONDITIONS EITHER TECHNICAL OR COMMERCIAL AND I AM
AGREEING TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER SPECIFICATION.

SIGNATURE OF THE TENDERER

OFFICE SEAL

Annexure - I

Integrity Pact (IP)

a) IP is a tool to ensure that activities and transactions between the company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL. The IP as per format given at Volume 1D Formats (refer as in Annexure-IA) of this tender is to be submitted (duly signed and stamped by the authorized signatory who signs in the offer) along with Techno Commercial Bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification.

Details of IEM for this tender is furnished below:

SI No.	IEM	Address
1.	Shri Otem Dai, IAS (Retd.)	lem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	lem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	lem3@bhel.in

Please refer section- 8 of the IP (refer as in Annexure-IA) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

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

1. Mr.S Prabhu Kumar AGM /Purchase,
BHEL-PSSR ,No 11 ,Tek Towers , Oggiumthoraipakkam,OMR
Road,Chennai-600097
044-24589541 , sprabhu@bhel.in

Annexure – I

A

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (India) hereinafter referred to as The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

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

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for - **Supply of allopathic medicines (tablets, capsules, ointments, injections, syrups, intravenous fluids and such medical items and other medical disposables) in such quantities and specifications as required, to Chennai – based serving and retired employees of BHEL as per the prescription slips issued by our authorised company medical officer /other doctors on credit through at the BHEL locations BHEL Integrated office Building, Pallikaranai, Chennai and BHEL Staff Quarters, Ashok Nagar, Chennai.** 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 IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of

competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid , disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

Section 4 - Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 - Previous Transgression

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the

tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors

- 6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).
- 6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)! Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor. upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is

under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality,

- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 8.6 The Monitor will submit a written report to the CMD. BHFL_ within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- 8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.8 If the Monitor has reported to the C: MD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BI-IEL has not , within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.
- 8.10 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.
- 9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.



For & On behalf of the Principal
Contractor (Office Seal)

Witness:
(Name & Address)

Place:

Date:

For & On behalf of the Bidder/
(Office Seal)

Witness:
(Name & Address)

PROCEDURE FOR CONDUCT OF CONCILIATION PROCEEDINGS

1. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided herein:
2. The party desirous of resorting to Conciliation shall send an invitation/notice in writing to the other party to conciliate specifying all points of Disputes with details of the amount claimed. The party concerned shall not raise any new issue thereafter. Parties shall also not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till the conclusion of the Conciliation proceedings. If BHEL is to initiate Conciliation, then, the invitation to Conciliate shall be extended to the concerned Stakeholder in **Format 7** hereto. Where the stakeholder is to initiate the Conciliation, the notice for initiation of Conciliation shall be sent in **Format-8** hereto.
3. The party receiving the invitation/notice for Conciliation shall within 30 days of receipt of the notice of Conciliation intimate its consent for Conciliation along with its counter-claims, if any.
4. The Conciliation in a matter involving claim or counter-claim (whichever is higher) up to Rs 5 crores shall be carried out by sole Conciliator nominated by BHEL while in a matter involving claim or counter-claim (whichever is higher) of more than Rs 5 crores Conciliation shall be carried out by 3 Conciliators nominated by BHEL. The appointment of Conciliator(s) shall be completed and communicated by the concerned Department/Group of BHEL Unit/Division/Region/Business Group to the other party and the Conciliator(s) within 30 days from the date of acceptance of the invitation to conciliate by the concerned party in the **Format-9**. The details of the Claim, and counter-claim, if any, shall be intimated to the Conciliator(s) simultaneously in **Format-5**.
5. The Parties shall be represented by only their duly authorized in-house executives/officers and neither Party shall be represented by a Lawyer.
6. The first meeting of the IEC shall be convened by the IEC by sending appropriate communication/notice to both the parties as soon as possible but not later than 30 days from the date of his/their appointment. The hearings in the Conciliation proceeding shall ordinarily be concluded within two (2) months and, in exceptional cases where parties have expressed willingness to settle the matter or there exists possibility of settlement in the matter, the proceedings may be extended by the IEC by a maximum of further 2 months with the consent of the Parties subject to cogent reasons being recorded in writing.

- 7.** The IEC shall thereafter formulate recommendations for settlement of the Disputes supported by reasons at the earliest but in any case within 15 days from the date of conclusion of the last hearing. The recommendations so formulated along with the reasons shall be furnished by the IEC to both the Parties at the earliest but in any case within 1 month from the date of conclusion of the last hearing.
- 8.** Response/modifications/suggestions of the Parties on the recommendations of the IEC are to be submitted to the IEC within time limit stipulated by the IEC but not more than 15 days from the date of receipt of the recommendations from the IEC.
- 9.** In the event, upon consideration, further review of the recommendations is considered necessary, whether by BHEL or by the other Party, then, the matter can be remitted back to the IEC with request to reconsider the same in light of the issues projected by either/both the Parties and to submit its recommendations thereon within the following 15 days from the date of remitting of the case by either of the Parties.
- 10.** Upon the recommendations by the Parties, with or without modifications, as considered necessary, the IEC shall be called upon to draw up the Draft Settlement Agreement in terms of the recommendations.
- 11.** When a consensus can be arrived at between the parties only in regard to any one or some of the issues referred for Conciliation the draft Settlement Agreement shall be accordingly formulated in regard to the said Issue(s), and the said Settlement Agreement, if signed, by the parties, shall be valid only for the said issues. As regards the balance issues not settled, the parties may seek to resolve them further as per terms and conditions provided in the contract.
- 12.** In case no settlement can be reached between the parties, the IEC shall by a written declaration, pronounce that the Conciliation between the parties has failed and is accordingly terminated.
- 13.** Unless the Conciliation proceedings are terminated in terms of para 22 (b), (c) & (d) herein below, the IEC shall forward his/its recommendations as to possible terms of settlement within one (1) month from the date of last hearing. The date of first hearing of Conciliation shall be the starting date for calculating the period of 2 months.
- 14.** In case of 3 members IEC, 2 members of IEC present will constitute a valid quorum for IEC and meeting can take place to proceed in the matter after

seeking consent from the member who is not available. If necessary, videoconferencing may be arranged for facilitating participation of the members. However, the IEC recommendations will be signed by all members. Where there is more than one (1) Conciliator, as a general rule they shall act jointly. In the event of differences between the Members of IEC, the decision/recommendations of the majority of the Members of IEC shall prevail and be construed as the recommendation of the IEC.

- 15.** The Draft Settlement Agreement prepared by the IEC in terms of the consensus arrived at during the Conciliation proceedings between the Parties shall be given by the IEC to both the parties for putting up for approval of their respective Competent Authority.
- 16.** Before submitting the draft settlement agreement to BHEL's Competent Authority viz. the Board Level Committee on Alternative Dispute Resolution (BLCADR) for approval, concurrence of the other party's Competent Authority to the draft settlement agreement shall be obtained by the other party and informed to BHEL within 15 days of receipt of the final draft settlement agreement by it. Upon approval by the Competent Authority, the Settlement Agreement would thereafter be signed by the authorized representatives of both the Parties and authenticated by the members of the IEC.
- 17.** In case the Draft Settlement Agreement is rejected by the Competent Authority of BHEL or the other Party, the Conciliation proceedings would stand terminated.
- 18.** A Settlement Agreement shall contain a statement to the effect that each of the person(s) signing thereto (i) is fully authorized by the respective Party(ies) he/she represents, (ii) has fully understood the contents of the same and (iii) is signing on the same out of complete freewill and consent, without any pressure, undue influence.
- 19.** The Settlement Agreement shall thereafter have the same legal status and effect as an arbitration award on agreed terms on the substance of the dispute rendered by an arbitral tribunal passed under section 30 of the Arbitration and Conciliation Act, 1996.
- 20.** Acceptance of the Draft Settlement Agreement/recommendations of the Conciliator and/or signing of the Settlement Agreement by BHEL shall however, be subject to withdrawal/closure of any arbitral and/or judicial proceedings initiated by the concerned Party in regard to such settled issues.
- 21.** Unless otherwise provided for in the agreement, contract or the Memorandum of Understanding, as the case may be, in the event of likelihood of prolonged

absence of the Conciliator or any member of IEC, for any reason/incapacity, the Competent Authority/Head of Unit/Division/Region/Business Group of BHEL may substitute the Conciliator or such member at any stage of the proceedings. Upon appointment of the substitute Conciliator(s), such reconstituted IEC may, with the consent of the Parties, proceed with further Conciliation into the matter either de-novo or from the stage already reached by the previous IEC before the substitution.

22. The proceedings of Conciliation under this Scheme may be terminated as follows:

- a.** On the date of signing of the Settlement agreement by the Parties; or,
- b.** By a written declaration of the IEC, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of the declaration; or,
- c.** By a written declaration of the Parties addressed to the IEC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- d.** By a written declaration of a Party to the other Party and the IEC, if appointed, to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or,
- e.** On rejection of the Draft Settlement Agreement by the Competent Authority of BHEL or the other Party.

23. The Conciliator(s) shall be entitled to following fees and facilities:

Sl No	Particulars	Amount
1	Sitting fees	Each Member shall be paid a Lump Sum fee of Rs 75,000/- for the whole case payable in terms of paragraph No. 27 herein below.
2	Towards drafting of settlement agreement	In cases involving claim and/or counter-claim of up to Rs 5crores. Rs 50,000/- (Sole Conciliator) In cases involving claim and/or counter-claim of exceeding Rs 5 crores but less than Rs 10 crores. Rs 75,000 (per Conciliator)

Sl No	Particulars	Amount
		<p>In cases involving claim and/or counter-claim of more than Rs 10 crores.</p> <p>Rs 1,00,000/- (per Conciliator)</p> <p>Note: The aforesaid fees for the drafting of the Settlement Agreement shall be paid on the,</p> <p>Signing of the Settlement Agreement after approval of the Competent Authority</p> <p>or</p> <p>Rejection of the proposed Settlement Agreement by the Competent Authority of BHEL.</p>
3	Secretarial expenses	<p>Rs 10,000/- (one time) for the whole case for Conciliation by a Sole Member IEC.</p> <p>Where Conciliation is by multi member Conciliators –Rs 30,000/- (one time)- to be paid to the IEC</p>
4	Travel and transportation and stay at outstation Retired Senior Officials of other Public Sector Undertakings (pay scale wise equivalent to or more than E-8 level of BHEL)	As per entitlement of the equivalent officer (pay scale wise) in BHEL.
	Others	<p>As per the extant entitlement of whole time Functional Directors in BHEL.</p> <p>Ordinarily, the IEC Member(s) would be entitled to travel by air Economy Class.</p>
5	Venue for meeting	Unless otherwise agreed in the agreement, contract or the Memorandum of Understanding, as the case may be, the venue/seat of proceedings shall be the location of the concerned Unit / Division / Region /

Sl No	Particulars	Amount
		Business Group of BHEL. Without prejudice to the seat/venue of the Conciliation being at the location of concerned BHEL Unit / Division / Region / Business Group, the IEC after consulting the Parties may decide to hold the proceedings at any other place/venue to facilitate the proceedings. Unless, Parties agree to conduct Conciliation at BHEL premises, the venue is to be arranged by either Party alternately.

- 24.** The parties will bear their own costs including cost of presenting their cases/evidence/witness(es)/expert(s) on their behalf. The parties agree to rely upon documentary evidence in support of their claims and not to bring any oral evidence in IEC proceedings.
- 25.** If any witness(es) or expert(s) is/are, with the consent of the parties, called upon to appear at the instance of the IEC in connection with the matter, then, the costs towards such witness(es)/expert(s) shall be determined by the IEC with the consent of the Parties and the cost so determined shall be borne equally by the Parties.
- 26.** The other expenditures/costs in connection with the Conciliation proceedings as well as the IEC's fees and expenses shall be shared by the Parties equally.
- 27.** Out of the lump sum fees of Rs 75,000/- for Sitting Fees, 50% shall be payable after the first meeting of the IEC and the remaining 50% of the Sitting Fees shall be payable only after termination of the conciliation proceedings in terms of para 22 hereinabove.
- 28.** The travelling, transportation and stay at outstation shall be arranged by concerned Unit as per entitlements as per Serial No. 4 of the Table at para 23 above, and in case such arrangements are not made by the BHEL Unit, the same shall be reimbursed to the IEC on actuals limited to their entitlement as per Serial No. 4 of the Table at Para 23 above against supporting documents. The IEC Member(s) shall submit necessary invoice for claiming the fees/reimbursements.
- 29.** The Parties shall keep confidential all matters relating to the conciliation proceedings. Confidentiality shall extend also to the settlement agreement,

except where its disclosure is necessary for purposes of its implementation and enforcement or as required by or under a law or as per directions of a Court/Governmental authority/ regulatory body, as the case may be.

- 30.** The Parties shall not rely upon or introduce as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the Disputes that is the subject of the Conciliation proceedings:
- a.** Views expressed or suggestions made by the other party in respect of a possible settlement of the Disputes;
 - b.** admissions made by the other party in the course of the Conciliator proceedings;
 - c.** proposals made by the Conciliator;
 - d.** The fact that the other Party had indicated his willingness to accept a proposal for settlement made by the Conciliator.
- 31.** The Parties shall not present the Conciliator(s) as witness in any Alternative Dispute Resolution or Judicial proceedings in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 32.** None of the Conciliators shall act as an arbitrator or as a representative or counsel of a Party in any arbitral or judicial proceeding in respect of a Disputes that is/was the subject of that particular Conciliation proceeding.
- 33.** The Parties shall not initiate, during the Conciliation proceedings, any arbitral or judicial proceedings in respect of a Disputes that is the subject matter of the Conciliation proceedings except that a Party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights including for preventing expiry of period of limitation. Unless terminated as per the provisions of this Scheme, the Conciliation proceedings shall continue notwithstanding the commencement of the arbitral or judicial proceedings and the arbitral or judicial proceedings shall be primarily for the purpose of preserving rights including preventing expiry of period of limitation.
- 34.** The official language of Conciliation proceedings under this Scheme shall be English unless the Parties agree to some other language.

**STATEMENT OF CLAIMS/COUNTER CLAIMS TO BE SUBMITTED TO THE
IEC BY BOTH THE PARTIES**

1. Chronology of the Disputes
2. Brief of the Contract/MoU/Agreement/LOI/LOA
3. Brief history of the Disputes:
4. Issues:
5. Details of Claim(s)/Counter Claim(s):

Sl. No.	Description of claim(s)/Counter Claim	Amount (in INR)Or currency applicable in the contract	Relevant contract clause

6. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note– *The Statement of Claims/ Counter Claims may ideally be restricted to maximum limit of 20 pages. Relevant documents may be compiled and submitted along with the statement of Claims/ Counter Claims. The statement of Claims/ Counter Claims is to be submitted to all IEC members and to the other party by post as well as by email.*

FORMAT-7

FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY BHEL FOR REFERRING THE DISPUTES TO CONCILIATION THROUGH IEC

To,

M/s. (Stakeholder's name)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE CONTRACT BY BHEL**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which arise out of the above- referred Contract/MoU/Agreement/LOI/LOA are reproduced hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring disputes to conciliation.

In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby seek your consent to refer the matter to Conciliation by Independent Experts Committee to be appointed by BHEL. You are invited to provide your consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which you might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA.

Please note that upon receipt of your consent in writing within 30 days of the date of receipt of this letter by you, BHEL shall appoint suitable person(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you
Yours faithfully

Representative of BHEL

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT-8

**FORMAT FOR NOTICE INVOKING CONCILIATION CLAUSE BY A
STAKEHOLDER FOR REFERRING THE DISPUTES TO CONCILIATION
THROUGH IEC**

To,

BHEL (Head of the Unit/Division/Region/Business Group)

Subject: **NOTICE FOR INVOCATION OF THE CONCILIATION CLAUSE OF THE
CONTRACT BY A STAKEHOLDER**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Dear Sir/Madam,

As you are aware, with reference to above referred Contract/MoU/Agreement/LOI/LOA, certain disputes have arisen, which, in spite of several rounds of mutual discussions and various correspondences have remained unresolved. The brief particulars of our claims which have arisen out of the above-referred Contract/MoU/Agreement/LOI/LOA are enumerated hereunder:

Sl. No.	Claim description	Amount involved

As you are aware, there is a provision in the captioned Contract/MoU/Agreement/LOI/ LOA for referring inter-se disputes of the Parties to conciliation.

We wish to refer the above-said disputes to Conciliation as per the said Clause of the captioned Contract/MoU/Agreement/LOI/ LOA. In terms of Clause -----of Procedure i.e., Annexure ----- to the Contract/MoU /Agreement / LOI / LOA, we hereby invite BHEL to provide its consent in writing to proceed with conciliation into the above mentioned disputes within a period of 30 days from the date of this letter along with details of counter-claims, if any, which it might have with regard to the subject Contract/ MoU/ Agreement/ LOI/ LOA and to appoint suitable person(s) as Conciliator(s) from the BHEL Panel of Conciliators.

This letter is being issued without prejudice to our rights and contentions available under the contract and law.

Thanking you

Yours faithfully

Representative of the Stakeholder

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.

FORMAT FOR INTIMATION TO THE STAKEHOLDER ABOUT APPOINTMENT OF CONCILIATOR/IEC

To,

M/s. (Stakeholder's name)

Subject: **INTIMATION BY BHEL TO THE STAKEHOLDER AND CONCILIATOR(S) ABOUT APPOINTMENT OF CONCILIATOR/IEC**

Ref: Contract No/MoU/Agreement/LOI/LOA& date _____.

Sir,

This is with reference to letter dated ----- regarding reference of the disputes arising in connection with the subject Contract No /MoU/Agreement/LOI/LOA to conciliation and appointment of Conciliator(s).

In pursuance of the said letter, the said disputes are assigned to conciliation and the following persons are nominated as Conciliator(s) for conciliating and assisting the Parties to amicably resolve the disputes in terms of the Arbitration & Conciliation Act, 1996 and the Procedure ---- to the subject Contract/MoU/Agreement/LOI/LOA, if possible.

Name and contact details of Conciliator(s)

a)

b)

c)

You are requested to submit the Statement of Claims or Counter-Claims (strike off whichever is inapplicable) before the Conciliator(s) in Format 5 (enclosed herewith) as per the time limit as prescribed by the Conciliator(s).

Yours faithfully,

Representative of BHEL

CC: To Conciliator(s)... for Kind Information please.

Encl: As above

Note: The Format may be suitably modified, as required, based on facts and circumstances of the case.