



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

Tender Ref. No. PSER: PUR: HR: 130(X): 143: (ENQ:15:PP:0015:PUR:184) DATE: 01/04/2016

NOTE: TENDER DOCUMENT IS AVAILABLE ON WEBSITE AS DETAILED BELOW. BIDDERS CAN DOWNLOAD FROM WEBSITE AND SUBMIT THEIR OFFER. BIDDERS INTENDING TO PARTICIPATE MAY DOWNLOAD FROM WEBSITE.

Sealed offers are invited from reputed and experienced bidders (meeting PRE-QUALIFYING 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 detailed below. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	PSER: PUR: HR: 130(X): 143: (ENQ:15:PP:0015:PUR:184) DATE: 01/04/2016.	
ii	Broad Scope of job	“ENGAGING/ENLISTMENT OF AGENCY FOR SUPPLY OF MEDICINES FOR TWO (02) YEARS AT BHEL:PSER’s KOLKATA OFFICE.	
iii	DETAILS OF TENDER DOCUMENT		
a	<i>PART - B:</i>	<i>GENERAL CONDITIONS OF CONTRACT (GCC)</i>	<i>Applicable.</i>
b	<i>Volume-IB</i>	<i>General Conditions of Contract (Services)</i>	<i>Not Applicable.</i>
c	<i>PART-C</i>	<i>TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC)</i>	<i>Applicable.</i>
d	<i>PART- H</i>	<i>Forms and Procedures etc.</i>	<i>Applicable.</i>
e	<i>Volume-IF</i>	<i>Technical Conditions of Contract (TCC)</i>	<i>Not Applicable.</i>
f	<i>Volume-II</i>	<i>Technical Specification:</i>	<i>Not Applicable.</i>
g	<i>PART-E</i>	<i>Price Schedule (Absolute value).</i>	<i>Applicable.</i>
iv	<i>Issue of Tender Documents</i>	<i>From BHEL website (www.bhel.com & www.jantermanter.com) Tender documents can be downloaded from website till due date of submission. Start date 01/04/2016</i>	<i>Applicable</i>
v	<i>DUE DATE & TIME OF OFFER SUBMISSION</i>	<i>Date: 22/04/2016, Time: 15-00 Hrs. Place : BHEL- Kolkata</i>	<i>Applicable</i>
vi	<i>OPENING OF TENDER</i>	<i>Techno-commercial offer will be opened on same day (22/04/2016) at 16.00 Hours, for which bidder may depute representative. Bidders are requested to visit website for viewing Tender Change Notice (TCN) / Corrigendum etc. informing any change before submitting the tender. Bidder may depute representative to witness the opening of tender.</i>	<i>Applicable</i>
vii	<i>EMD AMOUNT</i>	<i>NIL</i>	<i>Not Applicable</i>
viii	<i>COST OF TENDER</i>	<i>NIL</i>	<i>Not Applicable</i>

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 23398220

ix	LAST DATE FOR SEEKING CLARIFICATION	<i>Date: 11/04/2016</i> <i>Along with soft version also, addressing to undersigned (in email) as per contact address given below</i>	<i>Applicable</i>
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Not Applicable</i>	<i>Not Applicable.</i> <i>(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)</i>
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	<i>Not Applicable</i>	<i>Not Applicable</i>
xii	Latest updates	--	<i>Shall be intimated to bidder</i>

1. The offers shall be sent in sealed envelopes in the manner prescribed below :
Complete set of offer shall be sent to BHEL, PSER, Kolkata as per address given below as per following details. In case of voluminous document the tender may be submitted in properly bounded form.

Sl no	Description	No of copy
I. COVER-I (TECHNO-COMMERCIAL BID) – in sealed envelope		
I.a	Offer forwarding/covering letter.	Original & 1 copy.
I.b	Duly filled-in 'No deviation certificate' as per prescribed format to be placed after document under sl no I.a above. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no I.a above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.	Original & 1 copy.
I.c	Techno-commercial offer enclosing supporting documents meeting Pre Qualifying Criteria / annexure / schedules/ drawing /BOM etc. as required in line with prescribed format. It shall be specifically noted that all documents as per above shall be indexed properly.	Original & 1 copy.
I.d	All volumes of tender document pertinent for the subject job including NIT together with subsequent changes in the tender in the form of TCN, correspondences etc., signed on all pages.	1 copy.
I.e	PART- E (Price Schedule)– un-priced but mentioning only ' quoted/unquoted ' against each item of schedule.	1 copy.
I.f	Any other details preferred by bidder with proper indexing.	Original & 1 copy.
II. COVER-II (PRICE BID/ABSOLUTE VALUE)		
II.a	Copy of offer forwarding/ covering letter (as referred in I.a).	1 copy.
II.b	Duly filled-in PART- E (A) (Price Schedule) together with signed preamble in separate sealed envelope.	Original.
III. COVER-III (EMD).		
Demand Draft etc. towards EMD as per instruction.		
IV. COVER-IV.		
All four aforesaid covers in sealed condition shall be enclosed in this cover. This cover shall be super-scribed with (i) Cover no; (ii) Details of enclosed covers and (ii) Name of the job, tender document no. & due date of submission. ALONG WITH NAME & COMPLETE ADDRESS (FAX NO. CONTACT NOS) OF BIDDER.		

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SPECIAL NOTE:

- A) ***Your offer & documents submitted with the offer shall be signed and stamped in each page by your authorized representative. No overwriting / correction in tender documents by bidders shall be allowed. However if correction is unavoidable, the same may be signed by authorized signatory.***
- B) ***All documents / annexure submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.***
2. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
 3. 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. BHEL also reserve the right to split the job.
 4. You are free to visit the site and study the prevailing site condition including law & order etc. before quoting (if applicable).
 5. For any clarification on the tender document, you may seek the same in writing from the office of the undersigned. Such letters should reach the office of the under signed **positively by 11/04/2016.**
 6. BHEL may decide holding pre-bid conference (PBC) with any/ all the intending bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
 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, the same to be brought to the knowledge of BHEL by you in writing for such clarifications before you submit your bid; otherwise, more stringent requirements as may be interpreted by BHEL shall prevail and shall be binding on you.
 8. Price bids of those bidders will be opened who will be qualified for the subject job on the basis of evaluation of Techno-commercial bids / pre-qualifying criteria and as considered suitable by BHEL.
 9. While BHEL reserves the right to open the price bid of the offers in camera. The date & time to open the tender opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder shall be allowed to attend.
 10. Taxes and duties shall be as per details given in PART-B.
 11. Statutory variation of taxes and duties (plus or minus) in accordance with Govt. Notifications to the account of BHEL. Any imposition of new / additional Duty / Tax at the time of supply shall be borne by BHEL.
 12. Bidders are required to submit best price bid in a separate sealed cover (COVER-II) along with techno-commercial bid (COVER-I) as indicated above.
 13. BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
 14. In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms and conditions of Reverse Auction is attached in Annexure-IV.
 15. Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know the details about the methodology, they may please contact HEAD/PURCHASE OR ASST. ENGINEER /PURCHASE, BHEL, KOLKATA.

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16. However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
17. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender.
18. **"The offers of the bidders who are on the banned list as also the offer 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 www.bhel.com".**
19. **The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.**
20. The bidder shall submit documents in support of possession of 'Pre-Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately (if applicable).
21. The bidder may have to produce original document for verification if so decided by BHEL.
22. Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-V.
23. "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -VI where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. "
- Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

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

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24. Order of Precedence

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

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Schedule – PART-E
- d. TECHNICAL SPECIFICATION AND SPECIAL CONDITION OF CONTRACT (SCC)- PART-C
- e. GENERAL CONDITIONS OF CONTRACT (GCC)- PART-B
- f. Forms and Procedures — PART- H

for BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer/ (PUR)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2339 8220 (D)/ 23398265
	FAX no	033-23211960
	E-mail	anima@bhelpser.co.in , ssen@bhelpser.co.in

Enclosure

01. Annexure-I: Pre qualifying Criteria.
02. Annexure- II : No Deviation Certificate
03. Annexure-III: Format for seeking clarification
04. Annexure-IV: General Terms & conditions for Reverse Auction
05. Annexure-V: Suspension of business dealing with Suppliers
06. Annexure-VI: Certificate by Chartered Accountant
07. Declaration for Relation in BHEL.
08. Tender documents as per this NIT.

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ANNEXURE - I**Pre-Qualification Criteria**

JOB	“ENGAGING/ENLISTMENT OF AGENCY FOR SUPPLY OF MEDICINES FOR TWO (02) YEARS AT BHEL:PSER’s KOLKATA OFFICE.
TENDER NO	PSER: PUR: HR: 130(X): 143: (ENQ:15:PP:0015:PUR:184) DATE: 01/04/2016.

SL. NO.	PRE-QUALIFICATION CRITERIA
1.0	<p>BIDDER SHOULD HAVE AVERAGE ANNUAL TURNOVER OF MINIMUM Rs 15.00 LAKH IN LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015.</p> <p>AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2015 IN SUPPORT OF THIS REQUIREMENT.</p> <p>IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED AGAINST ABOVE THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
2.0	<p>BIDDER SHOULD HAVE EXPERIENCE IN SUCH BUSINESS/SUPPLY OF MEDICINES IN REPUTED ORGANIZATIONS – PSU/STATE GOVT./CENTRAL GOVERNMENT/PRIVATE SECTORS IN LAST SEVEN YEARS ENDING ON LATEST DUE DATE OF SUBMISSION OF OFFER. PROOF OF SAME IS TO BE ENCLOSED WITH THE OFFER.</p>
3.0	<p>BIDDER SHOULD HAVE AT LEAST ONE CHEMIST SHOP WITHIN 20 KMS RADIUS FROM BHEL BHAVAN, LOCATED AT SECTOR-II (KARUNAMOYEE), SALT LAKE, KOLKATA-700091 AND AT LEAST 3 CHEMIST SHOPS WITHIN KOLKATA.</p>
4.0	<p>BIDDER SHOULD HAVE VALID PAN, VAT AND VALID TRADE LICENSE IN WEST BENGAL.</p>

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ANNEXURE - II**NO DEVIATION CERTIFICATE
(TO BE SUBMITTED IN BIDDER'S LETTERHEAD)**

To,
BHARAT HEAVY ELECTRICALS LIMITED,
Power Sector - Eastern Region,
Plot no 9/1, DJ Block, Sector – II, Salt Lake City,
Kolkata – 700 091

Sub	No Deviation Certificate.	
Job	“ ENGAGING/ENLISTMENT OF AGENCY FOR SUPPLY OF MEDICINES FOR TWO (02) YEARS AT BHEL: PSER's KOLKATA OFFICE. ”	
Ref	1.0	PSER: PUR: HR: 130(X): 143: (ENQ:15:PP:0015:PUR:184) DATE: 01/04/2016.
	2.0	Other references (if any).

Dear Sirs,

With reference to above, this is to confirm you that we have gone through each and every terms and conditions mentioned in the enquiry (Terms and conditions) and we offer our unqualified acceptance of the same. We also confirm that we have not changed/modified the tender documents as appeared in the website/ issued by you and in case of such observance at any stage, it shall be treated as null and void.

We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT. We hereby confirm our unqualified acceptance to all terms & conditions, unqualified compliance to technical specification, integrity pact (if applicable) and acceptance to reverse auctioning process.

It is also confirmed that the price has been quoted in the format received with the enquiry.

In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

(Signature of bidder)
with Seal

<p>पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय) POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091 फैक्स/Fax : (033) 23211960 फोन/Phone : बोर्ड/EPABX : 23398220</p>

ANNEXURE - III**FORMAT FOR SEEKING CLARIFICATION**

JOB	“ENGAGING/ENLISTMENT OF AGENCY FOR SUPPLY OF MEDICINES FOR TWO (02) YEARS AT BHEL:PSER’s KOLKATA OFFICE.
TENDER NO	PSER: PUR: HR: 130(X): 143: (ENQ:15:PP:0015:PUR:184) DATE: 01/04/2016.

Sl. no	Reference clause of tender document	Existing provision	Bidder's query	BHEL's clarification

General Terms & Conditions of Reverse Auction

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).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Process Compliance form (**Annexure-III of Business Rule Document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (**as per Annexure-IV of Business Rule Document of Reverse Auction**) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. 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.
13. 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, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

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Annexure - V

1	Suspension of business dealing with Suppliers Depending upon the gravity of the omission or commission by the Supplier, the Supplier may be either put on hold for future enquiries for specific material category/ item or delisted or banned as detailed hereinafter.
2.0	Hold A Supplier may be put on hold for future enquiries for specific material category/ items/ works for a specific unit on the basis of one or more of the following reasons:
2.1	Before placement of order, Supplier does not honour his own offer or any of its conditions within the validity period.
2.2	In the last three consecutive supplies of a specific material category, average quality rating as at the end of the previous calendar month falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.
2.3	Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is reached/ exceeded or b) delay period has equaled/ exceeded the original delivery period specified in the contracts whichever among the above is earlier.
2.4	Supplier performance rating in line with SEARP falls below 60% of the specific material category.
2.5	Supplier fails to respond against three consecutive tenders. ('Regret letter' from the Supplier is to be considered as response)
2.6	Supplier fails to settle any outstanding on account of material (including short return)/ scrap or on any other account.
2.7	Supplier works are under strike/ lockout for a period of more than six months.
3.0	De-listing A Supplier may be de-listed i.e. removed from the list of registered Suppliers of a Unit for all categories of material on the basis of one or more of the following reasons:
3.1	Supplier in any way tampers with tendering procedure affecting ordering process.
3.2	Supplier has misused BHEL documents/ drawings or has breached the confidentiality agreement with BHEL.
3.3	After placement of order, Supplier fails to execute the contract.
4.0	Banning A Supplier can be banned from doing any business with all Units of BHEL on the basis of receipt of evidence of one or more of the following reasons:
4.1	Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or has resorted to unethical, illegal means in getting the contract.
4.2	In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
4.3	Supplier is found to be involved in cartel formation or in any act so as to influence the bidding process or influence the price.
4.4	The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.
4.5	The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
4.6	The Supplier is declared bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes.
4.7	Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
4.8	A decision has been taken by the administrative ministry of the Government to ban business dealings with a Supplier and such decision has been communicated to BHEL.
4.9	The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect.
4.10	Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
5.0	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
6.0	All existing contracts with a 'BANNED' contractor shall normally be short closed
7.0	Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained.
8.0	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors

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Annexure - VI

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at is
registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II)
..... dtd:..... ,
Category: (Micro /Small)). (Copy enclosed).

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the
items specified by the Ministry of Small Scale Industries vide its notification No.S.O.I722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items
not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... ..Lacs
for..... Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date
of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3
years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E)
dated 01.11.2013 published in the gazette notification dated 04,11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No:

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

Tick (√) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

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

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960 फ़ोन/Phone : बोर्ड/EPABX : 23398220

PART – B
GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
01	<p>Our requirement is for use at BHEL POWER SECTOR KOLKATA OFFICE.</p> <p>Offers are invited to submit in three-parts.</p> <p><u>Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID</u> : Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e; un price bid).</p> <p>Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date. :--</p> <ul style="list-style-type: none"> (i) EMD, if any, as per tender. Please arrange to submit EMD in a separate sealed envelop inside the envelope containing techno-commercial bid i.e PART-I of tender. (ii) Technical Specification details confirming to technical specification (PART C OF TENDER) & Catalogues to be enclosed (if any) (iii) BHEL Standard Terms & Conditions. (iv) Un Price Bid (v) Confirmation of pre-qualification criteria & <p>All documents to be downloaded from our BHEL Web Site i.e. www.bhel.com or www.jantermanter.com).</p> <p><u>PART- II : PRE-Q :</u> All PRE-Q documents to be submitted .</p> <p><u>Part-III : PRICE BID</u> Price to be quoted in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected). Techno-commercial & Pre- Q bids shall be opened first & afterwards price bid shall be opened for qualified bidder, who have qualified in Techno-commercial & pre-q bid . <u>If the vendor submits offer i.e. Technical & Price bid together, the offer shall be liable for rejection.</u></p> <p><u>"Note : In order to maintain sanctity of the tender system, it is advised that one Agent cannot represent two suppliers or quote on their behalf in a particular tender</u></p>		
02	If any vendor sought to quote through their agents "They have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".		
03	BHEL keeps its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.		
04	The equipment offered shall be strictly conforming to the specification and for complete unit.		
05	No offer for individual accessories or part machinery will be accepted.		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
06	<p><u>Terms of payment :</u></p> <p>a) AS PER PART-C</p> <p>b) No advance shall be paid.</p> <p>c) Paying Authority: HEAD/FINANCE, BHEL-PSER, KOLKATA.</p> <p>Payment shall be made through e-payment mode. Successful bidder shall have to submit the requisite details in RTGS format</p>		
07	<p><u>WARRANTY/GUARANTEE/EXPIRY OF MEDICINES: AS PER PART-C</u></p>		
08	<p><u>Delivery: As per PART-C</u></p> <p><u>Offer with delivery period beyond As mentioned in Part-C shall be liable for rejection.</u></p> <p>However, in case due to any reasons if the same is accepted by BHEL, the same shall be loaded for the delayed delivery period (in this case as per Part-C) & percentage of loading shall be as per clause no.12 of Part-A, GCC (LD clause).</p>		
09	<p><u>CENVATABLE ED</u></p> <p>Bidder to consider the benefit on CENVAT in their quoted basic price. BHEL is eligible to take CENVAT Credit as per CENVAT Credit Rule. Bidders eligible to issue Excise Invoice to BHEL for any materials either as manufacturers, first stage or second stage dealer under the Central Excise Act, Rules etc. must furnish the CENVATABLE ED amount as mentioned in price schedule. CENVATABLE ED amount which can be passed on to BHEL by the bidder will not be considered for evaluation of the offer.</p>	NOT APPLICABLE	
10	<p><u>DISCOUNTS</u></p> <p>Discounts offered by the vendor in price shall not be entertained by BHEL. The vendor should factor in his discount in the price offer only. In spite of the same, if a discount is offered by the bidder, the same shall not be considered for evaluation of the offer, but purchase order shall be issued on bidder's final discounted price.</p>		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
11	<p><u>TERMINATION CLAUSES:</u></p> <p>BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.</p> <p>Obtaining the Export / Import License, if any required is the responsibility of the supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent supplier has to give the confirmation.</p>		
12	<p><u>Liquidated Damage (LD/Penalty for Delay) :</u></p> <p>As per Part-C</p>		
13	<p><u>Security Deposit:</u> NOT APPLICABLE</p> <p><u>Performance Bank Guarantee (PBG) :</u> NOT APPLICABLE</p>		
14	<p>The sealed tenders super scribing tender number and due date should be addressed to Asst. Engineer / Purchase or Head/Purchase, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.</p>		
15	<p><u>Inspection : Details shall be as per Part-C</u></p> <p>BHEL will have the option to pre-inspect the equipment at supplier's works by our inspector. The final inspection of performance will however be carried out at our site.</p>		
16	<p>The manufacturing progress will have to be furnished to us periodically in the form and manner required by us.</p>		
17	<p>Supplier must submit with their offer list of customers (with their full address and their purchase reference number) to whom they have supplied similar machine in the past five years. The year of supply should also be indicated.</p>		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
18	The quotation should be valid at least for a period of 90-days from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.		
19	<p>Force Majeure : The vendor shall be subject to force majeure clause defined as under :</p> <p>This force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the contract such as SRCC (strike riot and civil commotion), earthquake, flood, acts of god, acts of any government, domestic or foreign including but not limited to war.</p> <p>The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will be subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderer's performance of his obligation has been delayed for other causes.</p>		
20	<p>Arbitration :</p> <p>In the event of any dispute or difference arising between the parties to this contract regarding execution of the same or their respective rights and liabilities there under, the same shall except as otherwise expressly provided therein, be referred to the arbitration of sole arbitration of General Manager, BHEL, PSER, Kolkata or any other person nominated by him and provisions of the "The Arbitration and Conciliation Act ,1996" of India or any statutory notification or re-enactment therefore and rules framed there under from time to time shall apply to such arbitrations. The decision of arbitrator shall be binding both on seller and purchaser. The venue of arbitration shall invariably be Kolkata, India.</p>		
21	<p>Jurisdiction : All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p>		
22	<p>Risk Purchase : Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchase in addition of LD at the rate mentioned in LD clause.</p>		

SL. NO.	BHEL STANDARD TERMS	Supplier confirmation	Deviation
23	<p>General : The Consignee for the items shall be :</p> <p>As per Part-C</p> <p>All documents / correspondences must bear the Tender no. / Purchase Order No. & Date.</p>		
24. LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS			
(I)	Bank Guarantee: Non submission of 10% BG will attract 10% loading on the offers.	NOT APPLICABLE	
(II)	Penalty Clause: Non acceptance of penalty clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Ex: If the supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded.		
(III)	For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.		
25	Note: The offers not complying the above Terms & Conditions shall be liable for rejection.		

Note:

01. 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 favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.
03. **Bidder should write "accepted" in the column "supplier confirmation" for each clause, if the conditions are agreeable or else should write the deviations sought in "deviation" column.**
04. **If any clause left blank, shall be presumed that the clause is accepted by the bidder.**

SIGNATURE OF THE BIDDER WITH SEAL AND DATE

PART C: TECHNICAL SPECIFICATIONS & SPECIAL TERMS & CONDITIONS OF CONTRACT.

1. The Vendor/Chemist Shop should have proper License from concerned authorities for doing such business. The Vendor should follow the requisite stipulations laid down by the State/Central Government for supplying of medicine To BHEL. The Vendor should furnish the PAN No. /TIN No. to Finance Department, PSER : Kolkata for making payment of the bills.
2. The Vendor should arrange for catering to the needs of BHEL employees and should deploy one competent person whose job will be the collection of Doctors' Prescriptions from BHEL Pharmacist and handing over the medicines according to the said Doctor's Prescriptions to the BHEL Pharmacist within one and half hour.
3. The Vendor should ensure submission of proper Tax Invoice as per W.B. Value Added Tax Act.
4. As the senior citizens/ladies would be waiting for the medicines, The Vendor should deliver the medicines at BHEL office within one and half hour after collection of prescription.
5. One person with requisite experience & qualification in medicine is to be deployed by the Vendor at BHEL Medicine Store on all BHEL working days from 09-00 Hrs. to 17-30 Hrs to co-ordinate smooth and timely supply of medicines to BHEL.
6. The payment to the person deployed by the Vendor at BHEL Medicine store shall be borne by the vendor and in case of his/her absence, Rs. 300/- per day for such absence will be deducted from the bill of the Vendor.
7. The Vendor should have own Chemist with valid license.
8. As per BHEL Doctors' prescription, the Vendor should have to supply only branded medicines. In case of non-availability of any particular medicine and if the Vendor supplies composition thereof instead of branded medicines, that will not be acceptable to BHEL.
9. The respective Batch No. with manufacturing date & expiry date of the supplied Medicines should be clearly mentioned in the challan.
10. The Vendor should submit the bill in triplicate to BHEL for payment once in every month and BHEL shall pay the said bill after necessary checking within 15 working days time of the receipt of the bill.
11. Function of BHEL office at Salt Lake starts at 09-00 hours in the morning and normally closes at 17-30 hours in the evening. All Sundays, Second and Last Saturdays of each month are Holidays apart from 10 Gazetted Holidays.
12. The contract period will be 02 (Two) years However BHEL reserves the right to terminate the contract at any time by giving 15 days' notice.

13. If any dispute arises in connection with the genuineness of the supplied medicines, the Vendor shall be bound to produce necessary documents to BHEL authorities in support of the said genuineness of the medicines.
14. If the Vendor feels at any point of time during contract period or at the extended period of contract that the Vendor is unable to serve BHEL i.e. will not be able to supply medicine properly, whatever may be the reason, the Vendor should give at least 30 days' notice to BHEL.
15. The Vendor is to review the pattern of Doctor's prescription every month so that the Vendor will have an idea for procurement of sufficient medicine as per requirement of BHEL employees and their families.
16. The Vendor should follow the instructions of BHEL authorized representative(s) in respect of supply of medicine to BHEL Dispensary located at BHEL Bhavan for the benefit of BHEL regular and retired employees.
17. Tentative volume of the job is approximately Rs. 50.00 Lac (Rupees Fifty Lacs only) for 02 years.
18. **Scope for Engaging agency for supply of medicines:** Supply of medicines pertaining to the patients undergoing chemo therapy, post renal transplant cases, ophthalmic drops, pediatrics medicines and other selective medicines.
19. Consignee:
HEAD (HR), BHEL PSER, BHEL BHAVAN, DJ-9/1,
SALT LAKE, KOLKATA – 700091

PART-E**PRICE SCHEDULE**

JOB: “ENGAGING/ENLISTMENT OF AGENCY FOR SUPPLY OF MEDICINES FOR TWO (02) YEARS AT BHEL: PSER’s KOLKATA OFFICE”.

Tender No. PSER: PUR: HR: 130(X): 143: (ENQ:15:PP:0015:PUR:184) Date: 01/04/2016.

DISCOUNT QUOTATION

Sl. No.	Percentage (%) Discount on Printed Price**
Job: ENLISTING/ENGAGING AGENCY FOR SUPPLYING MEDICINES TO BHEL: PSER’s KOLKATA OFFICE for Two (02) Years as per scope & Terms & conditions of the tender.	IN FIGURE: % IN WORDS: (.....)

Note:

- 1) ** Price means: M R P, which is inclusive of all taxes & duties.
- 2) Discount offered shall remain firm for entire contract period of two (02) years.
- 3) Bidder’s quoted % discount shall be uniformly applicable for all the items.
- 4) Evaluation shall be on percentage (%) discount on printed price/MRP (inclusive of all taxes & duties).

SIGNATURE & SEAL OF THE BIDDER

UN-PRICED PRICE SCHEDULE

(Indicate quoted/unquoted against each sl. no.)

JOB: “ENGAGING/ENLISTMENT OF AGENCY FOR SUPPLY OF MEDICINES FOR TWO (02) YEARS AT BHEL: PSER’s KOLKATA OFFICE”.

Tender No. PSER: PUR: HR: 130(X): 143: (ENQ:15:PP:0015:PUR:184) Date: 01/04/2016.

DISCOUNT QUOTATION

Sl. No.	Percentage (%) Discount on Printed Price**
Job: ENLISTING/ENGAGING AGENCY FOR SUPPLYING MEDICINES TO BHEL: PSER’s KOLKATA OFFICE for Two (02) Years as per scope & Terms & conditions of the tender.	IN FIGURE: % IN WORDS: (.....)

Note:

- 1) ** Price means: M R P, which is inclusive of all taxes & duties.
- 2) Discount offered shall remain firm for entire contract period of two (02) years.
- 3) Bidder’s quoted % discount shall be uniformly applicable for all the items.
- 4) Evaluation shall be on percentage (%) discount on printed price/MRP (inclusive of all taxes & duties).

SIGNATURE & SEAL OF THE BIDDER

PART-H : FORMS AND PROCEDURES

F-01

RTGS FORMAT

Form for getting payment through RTGS (Real Time Gross Settlement)

01. NAME OF VENDOR
02. ADDRESS
03. VENDOR'S BANK A/C NAME
04. VENDOR'S BANK A/C NO.
05. NAME OF BANK
06. NAME OF BRANCH
07. BRANCH PH. NO.
08. CITY
09. IFSC CODE OF THE BRANCH

THE CHARGES IF ANY FOR PAYMENT THROUGH RTGS MAY BE RECOVERED FROM THE BILL SUBMITTED BY US.

SIGNATURE OF AUTHORISED
REPRESENTATIVE OF VENDOR WITH
DATE & SEAL

CONFIRMATION BY BANKER
WITH OFFICE SEAL

Note : Incorrect information will create accounting complications and payment will be delayed

F-02**FORMAT FOR DETAILS OF BIDDER**

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