

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

(Boiler Auxiliaries Plant)

Ranipet – 632406, TAMIL NADU, INDIA



AN ISO 9001 Company

TENDER DOCUMENT FOR PROCUREMENT OF MEDICINE FOR BHEL HOSPITAL – RANIPET

Phone :	E-mail : sri@bhel.in
Enquiry Ref. & Date: BAP_MED_STD_ RIBOCICLIB & 22.09.2023	Due date for submission of quotation: 25.09.2023

Offer through Enterprise Procurement System (EPS) is invited for the supply of medicines for BHEL Hospital – Ranipet.

<p>Offer should be submitted through Enterprise Procurement System (EPS) only. Offers in any other mode will not be accepted.</p> <p>Please visit our website: https://eprocurebhel.co.in/</p> <p>Click on the above web link for registering in BHEL eProcurement portal. Internet explorer with 9th version and above should be used for registration.</p>	<p>Yours faithfully, For Bharat Heavy Electricals Limited Srinivasa S Sr. Manager/Medical, BHEL Hospital, Bharat Heavy Electricals Ltd., Ranipet-632406, Tamilnadu. Ph: 0417- 2284247 Email: sri@bhel.in</p>
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Enclosure:

Annexure A:

- | | |
|---------------|---|
| a. Section I | - Vendor Details & Supply point details |
| b. Section II | - Terms and Conditions |

To be duly filled, signed
with seal on all pages

BHARAT HEAVY ELECTRICALS LIMITED

RANIPET-632 406

MEDICAL DEPARTMENT

PROCUREMENT OF MEDICINE ITEM BHEL RANIPET

NOTICE INVITING TENDER

ANNEXURE – A

Terms and Conditions for Tender Published Through EPS

E-Procurement System:

Offer should be submitted through eProcurement Portal only. Offers in any other mode will not be accepted.

Please visit website: <https://eprocurebhel.co.in/>

Click on the above web link for registering in BHEL e-procurement portal. Internet explorer with 9th version and above should be used for registration.

After opening the page, click on “online bidder enrolment”

1. After opening “online bidder enrolment”, it will navigate to next page as mentioned below. Vendor has to enter all the required details and click the submit button. Login is company’s mail id. Preferential check box shall be clicked with “yes” in case MSME vendor.
2. After submitting registration process, verification will be done through registered mobile number and mail id.
3. After entering the verification code received from both the mail id and registered mobile number, vendor has to generate the password.
4. With the above, vendor shall enter login id and password
5. Once registration is over, vendor has to map the digital signature certificate (DSC) in e-procurement portal. It should be class-III certificate (both signing and encryption).

Or

Sellers may contact our 24 x 7 Help Desk Number

0120-4001 002

0120-4001 005

0120-6277 787

PROCUREMENT OF MEDICINE ITEMS FOR BHEL RANIPET
ANNEXURE A
SECTION-I
VENDOR DETAILS

SL. NO.	PARAMETER	VENDOR TO SPECIFY
01	Name of the Manufacturing /Sales (Marketing) / Company and year of Establishment	
02	Register / Head Office Address.	
03	Register / Head Office Address contact person details Name, Phone No., Mobile No, Fax No, e-mail address if any.	
04	Marketing Office address (Packing and forwarding)	
05	Marketing Office Contact Person Details Name, Ph. No Mob. No e-mail, Fax if any	
06	Goods and Service Tax (GST) Registration	Copy of GOODS AND SERVICE TAX (GST) REGISTRATION Enclosed /Not Enclosed
07	Manufacturer / Marketing / Loan Licence / Import Licence with Govt. approved certificate & agreement copy, details to be enclosed with list of items in each category	
08	Whether banned by any Central Govt / State Govt / Public sector undertaking companies (if yes – give reason)	
09	Income Tax Registration (PAN) (Details & self – attested copy to be furnished)	Copy of PAN Enclosed / Not Enclosed

VENDOR SIGNATURE & SEAL

ANNEXURE A
SECTION-I
VENDOR DETAILS

SUPPLIER'S SUPPLY POINT DETAILS FULL POSTAL ADDRESS WITH NAME OF THE CONTACT PERSON FOR BHEL HOSPITAL / RANIPET 632 406

Name of the Supplier / Distributor:

Address:

Contact person:

E mail ID :

Fax No :

Phone No :

Mobile No :

VENDOR SIGNATURE & SEAL

ANNEXURE A
SECTION II – Terms & Conditions
BHARAT HEAVY ELECTRICALS LIMITED ,RANIPET-632 406
MEDICAL DEPARTMENT

TELE: 0417-2284247, 2284403

E-mail: sri@bhel.in;

Any pre-bid query, kindly contact: Mr. S. Srinivasa, Sr. Manager/Medical Tel: 0417-2284247, email: sri@bhel.in ;

REF: BAP_MED_STD_RIBOCICLIB

DT: 21.09.2023

THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER. HARD COPY OR FAX / E MAIL OFFERS WILL NOT BE CONSIDERED.

Sub: Request for Quotation for Procurement of TAB. RIBOCICLIB 200mg medicines to BHEL Ranipet.

Medical department/BHEL-RANIPET invites offer from vendor for Procurement of TAB. RIBOCICLIB 200MG supply of medicines required for BHEL Hospital - Ranipet.

The tender will be operated on SINGLE PART BID basis. Price bid submitted by the vendor shall be considered for evaluation subject to submission of Annexure A (duly filled & signed with seal on all pages) which forms part of offer.

QUOTATION MUST COMPLY WITH THE TERMS & CONDITIONS LISTED BELOW:

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

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

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

Information for Online participation:

1. Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 and using that they can digitally sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies or they may contact any address mentioned in “Information about DSC – Vendor DSC address” option in <https://eprocurebhel.co.in>. and they will assist them in procuring the same. Bidders who already have a valid Digital certificate need not to procure the same. I
 - i) If there are any clarifications, this may be obtained online through the eProcurement Portal <https://eprocurebhel.co.in> or through the contact details given in the

tender document. Bidder should take into account of the corrigendum published before submitting the bids online.

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

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

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

v) Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of website <https://eprocurebhel.co.in>.

2. The offer should only be for Branded Products against our Enquiry and shall be based on **“DOOR DELIVERY”** basis to our MEDICAL STORES / BHEL Main Hospital, Ranipet 632 406. The Brand Name of the medicine shall be clearly mentioned in the offer.
3. The price quoted shall be **“FIRM”** inclusive of base price, GST, Freight & Insurance, F.O.R BHEL, Medical Stores., Ranipet. In case any changes in taxes and duties as per Govt. Notification (including GST), the same shall be applicable from time to time. Note: Tender will be evaluated ITEMWISE based on the TOTAL Cost to BHEL inclusive of GST on F.O.R basis.
4. Offers for part quantity on item level basis are not acceptable to BHEL, such partial offers will not be considered in our Enquiry for that item. The Vendors have to furnish their offers only for the items indicated in the schedule as per the instructions incorporated in the tender document.
5. Price to be quoted w.r.t BHEL's UOM only and all columns should be filled in the price bid format only. The format shall not be changed. Offers will be rejected if the data is furnished in different formats. The bidder's quotation should specify clearly the shelf-life of each item as mentioned in format.
6. Offer Validity: Price Bid shall be valid for **120 days** from the date of bid opening.
7. Quotations sent by Telex, Mail & Fax will be ignored and rejected.
8. Voluntary quotation if any and late offers will not be considered for further Processing.
9. In the event of reduction of prices, after the tender opening date/ during contract Period, the benefit should be passed on to BHEL.
10. Please identify a person in your company with full correspondence Address, Telephone No, Mobile No, Fax No, and e-mail ID for any clarification and Correspondence as per Section I of Annexure A.
11. Please indicate your respective Local supply point's full correspondence address with Contact person name, Telephone No, Mobile No, Fax No, and e-mail ID, who are responsible for supply, billing, execution and receipt of payment for BHEL Hospital Ranipet 632 406 as per

Section I of Annexure A. In case, there is no Local Supply Points in Ranipet, other nearest addresses from which material shall be delivered to be given.

12. The bidder has to keep track of any changes by viewing the addendum / Corrigendums issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
13. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
14. Disclaimer Clause: The Organization (Bharat Heavy Electricals Ltd.) nor the service provider is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
15. The delivery period shall be 45 days from Purchase Order date.
16. Expiry date of all items supplied should be minimum of one year at the time of Supply (unless concerned BHEL authority asks (in writing) vendor to supply certain quantity with short expiry (to overcome emergency situations). Your quotation should specify clearly the shelf-life of each drug.
17. Concerned BHEL authority will reserve the right to ask vendor to replace medicine items (supplied by vendor at any point of time and present in BHEL store) having less than six months' expiry (in case BHEL authority thinks that item cannot be utilized before expiry date) with medicines having more than one-year expiry, free of-cost. Replacement requirement will be intimated to the authorized E-mail furnished in the quotation. However, BHEL will intimate vendor at least three months before expiry date, for replacement of the nearing expiry items. Vendor should replace within 45 days of getting E-mail information, failing which BHEL will be free to dispose it off and recover an amount equal to purchase order value of disposed off items. The amount may be recovered from the security deposit or the respective vendor's bills.
18. LD Clause: In case of failure in supply by the Bidder as per schedule, a penalty of 0.5% per week for undelivered portion shall be deducted subject to a maximum of 10% of total purchase order value from the bills during payment.
19. **Risk Purchase Clause:** In case of delay in delivery beyond PO delivery / mutually agreed delivery, or vendor fails /refuses to complete the PO as per terms, BHEL has the right to get the items ordered elsewhere at the risk and cost of the vendor with notice to the vendor and the additional expenditure / difference in cost, if any, shall be recovered from the defaulted vendor.

BHEL may recover from the defaulted vendor any loss to BHEL arising due to withdrawal of orders in such case, and action shall be taken as per latest revision of BHEL guidelines

for Suspension of business dealings with Suppliers/Contractors. Vendors are requested to visit for details of BHEL guidelines for Suspension of Business dealings with Suppliers/Contractors.

Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$ Where,

A= Value of Balance scope of work/Supply* as per rates of new contract

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

H = Overhead Factor to be taken as 5

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

*(Balance scope of work/ supply)

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

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

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

20. **Payment:** 100% direct EFT payment shall be made as per the below table from the date of receipt of items at BHEL's stores Ranipet and acceptance of medicines based on original / copy of self-attested Lab batch test reports. Any deviation in the above payment terms, any other conditions in payment terms or any other Payment terms will not be accepted.

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	within 45 days
Medium Enterprises	within 60 days
Non MSME	within 90 days

21. Original / copy of self-attested Lab Batch test reports are to be furnished along with consignment of medicines. Acceptance of medicines / payment of above Consignment are to be made only after receipt of above test reports.
22. The supply of medicines shall be as per terms below:
- (a) Material shall be booked on door delivery basis with freight paid.
 - (b) Insurance is to be arranged by supplier from the place of dispatch to the Destination

B. GENERAL TERMS & CONDITIONS:

1. Resolution of Disputes: If dispute or difference of any kind shall arise between the Purchaser / Consignee and the supplier in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. In case of further dispute arises out of this contract, the decision of Medical Superintendent of BHEL / Ranipet shall be final and binding on all the parties.
2. Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued, i.e., BHEL Ranipet.
3. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Ranipet, India.
4. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened., if L1 price is not acceptable to BHEL. Any deviation in specified commercial terms in Annexure A will lead to rejection of offer. **Any other Techno-Commercial Terms indicated by the vendor in the offer elsewhere will be ignored. BHEL will proceed with the tender evaluation as per Annexure A only.** In the event of our drugs requirements are being cancelled / placed on hold / otherwise modified BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution.
5. BHEL reserves the right to randomly select any drug sample from the batch and get it analysed from a recognized laboratory at BHEL cost. In case of any discrepancy, recovery to an amount of loss incurred by BHEL will be made from concerned vendor's payment and suitable action will be initiated against the vendor.
6. Frequent changes in local supplying agency is not acceptable. Not more than two Changes shall be allowed during the tenure of the contract.
7. Literature / catalogues shall be attached with the offer.
8. Proper packing to be ensured and material shall be stamped as "BHEL SUPPLY, NOT FOR SALE". The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
9. BHEL reserve the right to terminate/cancel the order or any part thereof by a written notice to the Seller at any point of time if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
10. The Agents / Distributors submitting Quotations on behalf of their Principal to whom this Enquiry is sent, shall enclose a letter of authorization from their principal, specifying the enquiry reference.
11. In case there is any merger / take over / change of address during the course of Proposed Rate Contract, it is the duty of the supplier to inform BHEL accordingly with proper documentary evidence, by both the parties, so that suitable amendments can be done.
12. Once Purchase Order is placed, for any failure to supply the items against Purchase Orders the Placed, appropriate action will be taken as per the Risk purchase clause.

13. One Original and 2 copies of Invoices/bills are to be sent along with the consignment while dispatching the materials. Supply without invoices will not be accounted and payment processing will not be done.

14. All supply Invoices shall be accounted and sent for payment within 15 days from the date of receipt of supply. Any clarifications/corrections in the invoices, should be settled within 15 days from the date of goods receipt.

15. Fraud Prevention Policy & Suspension of Business Dealings: 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 <https://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.

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

17. Subletting:

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

18. GST conditions: Indigenous suppliers:

a. In Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration no which should clearly have mentioned in the offer. If any specific exemption is available, a declaration with due supporting documents need to be furnished for considering the offer.

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

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

d. A declaration to the effect that all invoice particulars are/were uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.

e. All documents like Mill Test Certificate, LR copy, Guarantee/Warranty certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.

f. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of

the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.

g. For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

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

i. This is to inform that GST portion of invoice, shall be released only upon Vendor declaring such invoice in his GSTR- 1 and receipt of goods and Tax invoice by BHEL and Confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be obtained from vendor which shall be valid At least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

j. That in case vendor delays Declaring such invoice in his 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 vendor/contractor along with interest levied/ leviable on BHEL.

19. Tender terms for GST in line with new GST Return System:

For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

1. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a Page 10 of 11 declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GST portal. The dealer has to submit necessary documents if there is any change in status under GST.

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

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

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

Vendor declaring such invoice in Form GST ANX-1

Receipt of Goods or Services and Tax invoice by BHEL

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

6. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note

or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.

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

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

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

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

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

20. Special Provisions for Micro and Small Enterprises (MSE) bidders applicable on indigenous bidders only:

The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.

25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women (Such enterprise will have to submit relevant document for proof of women ownership) (Note: vendor need to go through General Note of tender condition also for any special instruction & deviation from above.)

In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.

UDYAM Registration

As per Gazette Notification no. S.O. 2119(E) dated 26.06.2020 issued by Ministry of MSME regarding change in definition of Micro, Small & Medium Enterprises (MSMEs) applicable w.e.f. 01.07.2020, you are hereby requested to obtain 'UDYAM Registration' and submit the same. Non submission of such documents will lead to consideration of their bid at par with other bidders.

In case any improper / lack of documents is there, vendor on their own interest may submit all the relevant documents as stated above before tender opening. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before tender opening. Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate."

Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit

documentary proof for the same. The sub-categories:

- (a) Enterprises owned by Scheduled Castes.
- (b) Enterprises owned by Scheduled Tribes.
- (c) Enterprises owned by Women
- (d) Enterprises owned by other than above two categories

The enterprises under (a), (b) & (c) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category or women (Such enterprise will have to submit relevant document for proof of SC/ST or women ownership category) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)

If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier. Note: Wherever for splitting of order, if splitted quantity comes out <1, the splitting of order will not be feasible. (For MSE vendors). Further updates or any changes will be taken decision according to MSE procurement policy.

Traders will be excluded from the above MSE benefit as per MSE public procurement policy. In order to get MSE benefit, MSE supplier will have to submit the UDAYAM RIGESTRATION CERTIFICATE and will be considered after updating in BHEL.

Payment for MSE Indigenous eligible vendors will be as per MSMED Act 2006 subject to fulfilment of above procedure.

21.Force Majeure Clause:

- Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.
- If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

22. General notes:

- BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- Any changes to supplier's quotation if intimated after Tender opening will not be considered.
- No payment will be made for the excess quantity supplied.
- The offers of the bidders who are on the banned list as also the offer of bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on the BHEL website - <https://www.bhel.com/supplier-registration>.
- No charges shall be indicated as "Lump sum". All charges shall be in "percentage" of the quoted rates or per item wise of the quoted item.
- Indigenous supplier shall indicate applicable GST rate along with HSN code against each item.
- Indigenous supplier shall indicate GSTIN number & PAN number of the Business.
- Manufacturer's name trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.
- The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and e-procurement service provider will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.
- Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
- Bidders have to confirm that whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL.

NOTE: Documents to be submitted along with offer

1. SECTION I - Vendor Details & Supply point details
2. SECTION II – Technical Terms and Conditions

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