



ISO 9001 Company

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

(High Pressure Boiler Plant)

MEDICAL DEPARTMENT

Tiruchirappalli – 620014, TAMIL NADU, INDIA

NOTICE INVITING TENDER

Sub: Offers are invited from Manufacturers of supply of **TELMISARTAN 40MG** Tablet to BHEL Hospital-Trichy in **two part bid** system through **e-procurement portal**.

Offer should be submitted through Enterprise Procurement System (EPS) <https://eprocurebhel.co.in/> only. Offers in any other mode Sealed cover bids / e-Mails / FAX / Manual offer will NOT be accepted.

Bidder would be required to register on the e-procurement portal and submit their bid online. Bidders already registered with the e-procurement portal may use their existing login credential to login and participate. Bidders are requested to visit <https://eprocurebhel.co.in/> & <https://www.bhel.com> for more details & corrigendum if any for the tender enquiry.

Procurement of Medicines for BHEL Hospital- Trichy		
1	Tender Ref. No	HPBP_MED_STD_Telmisartan_40
2	Tender Issue date	16.08.2023
3	Last date & time for submission of offer	26.08.2023- 12:00 Hrs.
4	Date & time of Part 1 opening	26.08.2023 – 14.00 Hrs. (Change in opening date, if any, corrigendum/s will be issued.)
5	Date of Price Bid opening	will be intimated separately to techno commercially Qualified vendors through EPS generated email.

This two-part e-tender consists of the following documents:

PART 1 : Techno – Commercial bid (Annexure A - Section I to III)

- SECTION I - Qualifying Criteria
- SECTION II - Vendor Details
- SECTION III - Terms and Conditions

PART 2 (Price bid): Rate shall be submitted in the “Price bid (BoQ) format” enclosed in the e-procurement portal.

For any query contact: 0431- 2571906, 2577072, 2574102

E-mail: medsurstores1@bhel.in , gmuru@bhel.in , hemalatha@bhel.in

E-Procurement System:

Terms and Conditions for Tender Published Through Eps

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). For any other queries and for getting digital signature certificate, vendor may contact Mr. Peter Raj (Mob.No.9942069052 / E-mail ID: jpetermca@gmail.com). Or

Sellers may contact our 24 x 7 Help Desk Number 0120-4001 002 / 0120-4001 005 / 0120-6277 787

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:

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

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

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

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

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

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

For any other queries on <https://eprocurebhel.co.in>, vendor shall contact Mr. Peter Raj (Mob.No.9942069052).

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Vendor compliance for ANNEXURE - A		
S/no	Terms	Vendor response
1	Submission of vendor details & supply point details (Section I)	Yes /No
2	Submission of acceptance for Techno commercial Terms and conditions duly signed and stamped on all pages. (Section II)	Yes /No
3	Whether vendor belongs to MSE category ; If yes, submit copy of Udyam Registration certificate.	Yes /No

Note: By signing Annexure A , the vendor consents that the terms & conditions accepted, in this Annexure-A alone, shall be binding between BHEL and the Vendor; Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored.

Vendor sign & seal

Note: Vendor shall submit filled compliance sheet along with offer.

ANNEXURE A

PART 1 (Techno – Commercial bid)

Annexure A consists of following documents:

- SECTION I - Qualifying Criteria
- SECTION II - Vendor Details
- SECTION III - Terms and Conditions

All the above documents shall be filled-up (wherever necessary) with sign & seal of company on all pages and uploaded along with your offer.

SECTION-I**PRE QUALIFICATION CRITERIA**

S/no	CRITERIA	Documents to be provided	Bidder's Compliance
1	Vendors must have previous experience in supply of medicines items to CPSU / Central Govt. Hospitals (CGH) / Central Govt. Establishments such as Railways, Defense etc. Vendors shall enclose Purchase Order Copy.	PO copy	Attached / not attached
2	Vendor must have had an annual turnover of minimum 1 Crore in any one of the last 3 Financial Years for which Auditor's certificate duly certified by chartered accountant with CA membership number to be furnished. (If a company did not exist for 3 Financial Years out of last 5 Financial Years, the average turnover may be calculated from the year of existence of the company)	Auditor's certificate (with CA membership number)	Attached / not attached
3	Vendors must enclose a copy of any one of the valid Manufacturing License/ Loan Manufacturing License / Import License / Manufacturing and marketing certificate issued by Govt. Agency, for the Medicine items quoted by the vendor.	Copy of valid license.	Attached / not attached
4	Vendors should offer BRANDED Medicine items only and not offer Generic/Branded Generic items.	Bidder confirmation	Confirmed / not confirmed

Vendor Signature with Seal

SECTION-II
VENDOR DETAILS

SNo.	PARAMETER	VENDOR TO SPECIFY
01	Name of the Agency/Company/Vendor 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 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 Income Tax Registration Enclosed / Not Enclosed

Vendor Signature with Seal

SECTION II
VENDOR DETAILS

**SUPPLIER'S SUPPLY POINT DETAILS FULL POSTAL ADDRESS WITH
NAME OF THE CONTACT PERSON FOR BHEL HOSPITAL / TRICHY 620 014**

Name of the Supplier / Distributor:
Address:
Contact person:
E mail ID :
Fax No :
Phone No :
Mobile No :

Vendor Signature with Seal

SECTION III
TERMS AND CONDITIONS

THIS IS ONLY A REQUEST FOR QUOTATION AND NOT AN ORDER. FAX / E MAIL OFFERS WILL NOT BE CONSIDERED. OFFER SHOULD BE SUBMITTED THROUGH EPROCUREMENT PORTAL <https://eprocurebhel.co.in> only. Offers in any other mode will not be accepted.

Medical department/BHEL-TRICHY invites offer from Manufacturers for supply of medicine against enquiry for BHEL Hospital - Trichy. The tender will be operated on **Two Part bid** basis.

PART 1 (Techno commercial bid) & **PART 2** (Price bid). Rate shall be submitted in the “Price bid (BoQ) format” enclosed in the e-procurement portal.

A. QUOTATION MUST COMPLY WITH THE TERMS & CONDITIONS LISTED BELOW:

1. The offer should be submitted only for Branded Products against our enquiry and shall be based on “DOOR DELIVERY” F.O.R basis to MEDICAL STORES / BHEL Main Hospital, Trichy 620 014. The Brand Name of the medicine shall be clearly mentioned in the offer.
2. Offers not meeting Pre-Qualification criteria will not be considered further for evaluation. Vendor offers will be considered for PART 2 (Price bid) opening subject to the fulfilment of pre-qualification criteria and techno-commercial suitability.
3. **Evaluation of offers:** Offer will be evaluated item wise on total cost to BHEL basis inclusive of GST.
The price quoted shall be on F.O.R – Free on Road BHEL, Medical Stores, Trichy basis only (inclusive of base price, P&F, Freight & Transit Insurance charges to seller account). Ex-works offer will be rejected. Supplier shall indicate applicable GST in percentage along with HSN code against each item. If different GST rates have been quoted by different suppliers for the same item, then Tender will be evaluated item wise based on the total Cost to BHEL inclusive of GST on F.O.R basis.
4. **Firm price:** The quoted / finalised rates shall be Firm till execution of the supplies. Price quoted / Finalised shall be “FIRM” during the tenure of Contract till execution of the supplies and “NO ESCALATION” in price shall be allowed. The price quoted shall be “FIRM” and on F.O.R – Free on Road BHEL, Medical Stores, Trichy basis only (inclusive of base price, P&F, Freight & Transit Insurance charges to seller account). GST extra as applicable. Supplier shall indicate applicable GST in percentage along with HSN code against each item. In case any changes in GST as per Govt. Notification, the same shall be applicable from time to time.
5. 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.
6. Rate quoted by Vendor shall be in per UOM basis. Rate shall be submitted in the “price bid format” enclosed in the e-procurement portal. The format shall not be changed. Offers will be rejected if the data is furnished in different formats.
7. **Offer validity:** Offers should be valid for a period of 120 days from the date of Techno-Commercial bid (Part-I) opening.

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8. 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.
9. 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.
10. **Delivery period:** The delivery period shall be 45 days from Purchase Order date.
11. **Staggered Delivery:** Vendor shall **supply** the medicine in staggered manner as per PO delivery schedule.
12. **L.D 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.
13. **Supply, Freight & Insurance:** Material shall be supplied on door delivery basis and Insurance has to be arranged by supplier from the place of dispatch to the Destination.
14. **Payment Terms:**100% direct EFT payment within 90 days from the date of receipt of items at BHEL Medical stores, Trichy and acceptance of medicines based on original / copy of self-attested Lab batch test reports. For MSE vendor payment will be within 45 days & for Medium Enterprises payment will be within 60 days. Any deviation in the above payment terms or any other Payment terms will not be accepted.
15. In the event of reduction of prices during contract Period, the benefit should be passed on to BHEL.
16. If at any time during the period of contract, the price of tendered items is reduced or brought down by any law or act of the Central or State Govt. or by the tenderer himself, the tenderer shall be morally and statutorily bound to inform BHEL, Trichy immediately about such reduction in the contracted prices. The BHEL, Trichy is empowered to unilaterally effect such reduction as is necessary in rates in case the tenderer fails to notify or fails to agree for such reduction of rates.
17. The price quoted by the tenderers shall not in any case exceed the controlled price, if any, fixed by the Central / State Govt. / N.P.P.A (National Pharmaceutical Pricing Authority) / DGS&D and the Maximum Retail Price (MRP).
18. Evaluation of price bids:
 - a) In general ranking L-1, L-2 etc. shall be done for individual items for the techno commercially acceptable offers based on total landed cost to BHEL basis inclusive

GST. Supplier should quote all charges (if any) per item wise only to evaluate offers per item wise.

- b) Vendor with the lowest FOR rate per UOM shall be declared as L1. Bid with the next highest evaluated cost shall be ranked L2, and the next be L3, and so on.
- c) L1 Tie breaking: In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- d) BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; increase or decrease the tender quantity.

19. Risk Purchase clause:

- a. In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure/difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase order/contract.
- b. The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.
- c. The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:
 - from dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.
 - from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

20. Micro and Small Enterprises (MSE Bidders): At least 25% of the tendered quantity (item wise) is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.

If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity.

Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.

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- Ministry of MSME has given following definition of MSE owned by SC/ ST:
 - In case of proprietary MSE, proprietor(s) shall be SC/ ST.
 - In case of partnership MSE, the SC/ ST partners shall be holding at least 51% shares in the unit.
 - In case of Private limited companies, at least 51% share shall be held by SC/ST promoters.
 - Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. In the event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s. (The definition for MSEs owned by Women Entrepreneurs is clarified as:
 - i) In case of proprietary MSE, proprietor shall be woman.
 - ii) In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
 - iii) In case of private limited companies, at least 51% share shall be held by the women promoters.

Vendor to submit Udyam Registration Certificate to validate the MSE status.

21. Preference to Make in India: "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 16.09.2020 issued by Department for Promotion of Industry and Internal Trade (DPIIT) and order F.No.31026/65/2020-MD dt.30.12.2020 issued by Department of Pharmaceuticals, Ministry of Chemicals & Fertilisers, Govt. of India. 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".

The local supplier at the time of tender, bidding or solicitation shall be required to provide certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.

22. Reverse Auction: Reverse auction is not applicable for this tender

23. Tender opening: On the due date of tender opening, only PART1 bid will be opened. Offers not meeting pre-qualification criteria will not be considered further for evaluation. **Technical / commercial clarification, if any, will be initiated through email; vendor to respond to the clarifications within 5 working days. If the vendor fails to respond, even after two reminders, then the vendor will be considered as non-responsive and is liable to be rejected.**

24. PART 2 (Price Bid): Vendor offers will be considered for PART 2 (Price bid) opening subject to the fulfilment of pre-qualification criteria and techno-commercial suitability. Qualified bidder's Price Bid will be opened on a later date with prior intimation through system generated mail.

25. Duties & Taxes: In case any changes in taxes and duties as per Govt. Notification (including GST), the same shall be applicable from time to time.

(i). Statutory variation in the rate of GST, taking place between the date of award of contract and the original / refixed delivery period, shall be to the BHEL's account. For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / refixed delivery period. Buyer shall issue

necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.

(ii). No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. Nevertheless, the Buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

(iii). Seller shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST Law relating to the supply of Goods or Services, uploading the details of the invoices, payment of taxes, timely filing of valid statutory returns for the tax period in the GST portal. In case the Input Tax Credit of GST is denied or demand is recovered from Buyer on account of any act/ omission of the Seller in this regard, the Seller shall be liable in respect of all claims of tax, penalty and / or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. Buyer shall have the right to recover such amount from any payments due to the Seller or from Performance Security, or any other legal recourse from the said Seller. If any tax is required to be paid by the Seller in pursuance of any demand from tax authorities, on account of Seller's suppression of facts, fraud or willful misstatement of facts while offering the products or submitting the bids, then the same shall not be passed on to Buyer through debit notes or Invoices or Supplementary Invoices and the seller shall be solely liable for payment of the same.

26. Quotations sent by Telex, Mail & Fax will be ignored and rejected.
27. 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 II of Annexure A.
28. 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 Trichy 620 014 as per Section II of Annexure A. In case, there is no Local Supply Points in Trichy, other nearest addresses from which material shall be delivered to be given.
29. The vendor shall comply with and submit all the documents specified in Annexure A. Offers not meeting the above will not be considered for further evaluation.
30. 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.
31. Before uploading scanned documents, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.
32. 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.
33. BHEL will place Purchase order on L1 vendor for finalized Qty and Purchase order shall be sent through mail. Vendors should acknowledge the receipt of purchase order through reply mail within a week.

34. The supplier/dealer should inform the status of the availability of the items and the status of the Purchase Order within 7 days.
35. The supplier will ensure replacement of the defective items etc. as and where found, within 24 hours at his own cost.

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 / Trichy 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 Trichy.
3. Jurisdiction of the court will be from the place where the tender enquiry document has been issued, i.e., Trichy, India.
4. Arbitration and conciliation: Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, 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, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of BHEL Trichy – 620 012.

The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties. Subject as aforesaid, the provisions of arbitration and conciliation act 1996(India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Trichy, India. The cost of arbitration shall be borne as per the award of the arbitrator. Subject to the arbitration in terms of clause Arbitration and conciliation above, the courts at Trichy shall have exclusive jurisdiction over any matter arising out of or in connection with this contract. Notwithstanding the existence or 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 except where the contract has been terminated by either party in terms of this contract.

5. Any deviation in specified commercial terms of Annexure A will lead to rejection of offer. Any other Techno –Commercial Terms indicated by the vendor in their offer elsewhere will be ignored. BHEL will proceed with tender evaluation as per Annexure A only.
6. 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.
7. BHEL reserves the right to randomly select any drug sample from the batch and get it analyzed 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 / BG will be invoked and concerned vendor's name will be removed from RC.

8. Frequent changes in local supplying agency is not acceptable. Not more than two Changes shall be allowed during the tenure of the Rate Contract.
9. Literature / catalogues may be attached with the offer.
10. 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.
11. 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.
12. 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.
13. 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.
14. Once PO is placed, for any failure to supply the items against Purchase Orders, appropriate action will be taken as per the Risk purchase clause.
15. 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.
16. 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.
17. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
18. Option Clause: BHEL reserves the right to increase or decrease the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates.
19. Fraud Prevention Policy: The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <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.

20. Guidelines for suspension of business dealings is available in the webpage: <https://www.bhel.com/supplier-registration> which includes actions that would be taken against suppliers who do not execute the order placed on them.

21. 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. 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.

The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

22. Subletting:

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

23. 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.
24. The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.
25. Conflict of Interest: A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if,
- a) they have controlling partner (s) in common; or
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c) they have the same legal representative/agent for purposes of this bid; or
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved.
this does not limit the inclusion of the components/ sub-assembly/ Assemblies one bidding manufacturer in more than one bid
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1.The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;
 - g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.„
26. General notes:
- Conditional offers are likely to be rejected.
 - 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.
 - 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>.
 - 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.

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- 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 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.
27. 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.

By signing this Annexure A, the vendor consents that the terms & conditions accepted, in this Annexure-A alone, shall be binding between BHEL and the Vendor; Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere will be ignored.

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Annexure - B

SLNO	ITEM DESCRIPTION	UNIT	QTY	BRAND NAME	HSN Code
1	TELMISARTAN 40 MG	TAB	360000		