

Enquiry for procurement of Fluticasone Furoate 27.5 mcg Nasal Spray

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Bharat Heavy Electricals Ltd.

BAP

Supply of Fluticasone Furoate 27.5 mcg nasal spray

Covering Letter

Dear Sir / Madam,

Sub: Procurement of Fluticasone Furoate 27.5 mcg nasal spray as per tender enquiry

We are pleased to inform that Tender Enquiry has been floated for the “**Procurement of Fluticasone Furoate 27.5 mcg nasal spray**”. You are requested to submit their offer thru Email.

The following are enclosed for information-

1. Techno commercial requirements
2. Annexure A – General Terms & Conditions
3. Make in India declaration format
4. Format for declaration as per Public Procurement Policy for MSEs

Bids shall be submitted in line with the Terms & Conditions. You shall note that the processing of the Enquiry will be governed by the terms and conditions. You shall ensure all relevant documents as indicated below sent during bid submission:

- Duly Filled in Techno Commercial Bid
- Duly filled in MII declaration format
- UDYAM Certificate in case of MSE
- Duly filled in format for declaration as per Public Procurement Policy for MSEs - Mandatory submission for MSEs

Any clarification on technical specifications can be obtained from BHEL before tender opening. Vendors are required to thoroughly understand the scope of supply and submit their quotation before the Enquiry due date.

In the event of any Technical or Commercial queries, the same may please be addressed to the following concerned before Part I opening-

M Nirmal Kumar – mnirmalkumar@bhel.in - +91 9841155975 - +91 4172 284118

For BHEL Ranipet

M.Nirmal Kumar
Manager/Medical

Technical Bid

1	Vendor Details				
	Name of the Supplier / Distributor: Address: Contact person: E mail ID : Phone No Mobile No <i>Please indicate your respective Local supply point's full correspondence address with Contact person name, Telephone No, Mobile No and e-mail ID, who are responsible for supply, billing, execution and receipt of payment for BHEL Hospital Ranipet 632406. In case, there is no Local Supply Points in Ranipet, other nearest addresses from which material shall be delivered to be given.</i> Register / Head Office Address. contact person: Phone No. Mobile No e-mail address Marketing Office address (Packing and Forwarding) Contact Details Name: Ph. No: Mob. No: E-mail, Fax if any				
2	Techno Commercial Points				
S.No	Techno Commercial Requirements			Bidder Response	
a	Name of the Manufacturing /Sales (Marketing) / Company and year of Establishment				
b	Manufacturer / Marketing / Loan Licence / Import Licence with Govt. approved certificate & agreement copy, details to be enclosed with list of items in each category				
c	Goods and Service Tax (GST) Registration			Copy of Goods and Service Tax (GST) Registration. Enclosed /Not Enclosed	
d	Whether banned by any Central Govt / State Govt / Public sector undertaking companies (if yes – give reason)				
e	Income Tax Registration (PAN) (Details & self – attested copy to be furnished)			Copy of PAN Enclosed / Not Enclosed	
f	The bidder's quotation should specify clearly the shelflife of each item as mentioned in format. 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.				
3	Medicine Details				
S.No	Item Description	Unit	Qty	Brand Name	HSN Code

Vendor Signature & Seal

Annexure A – General Terms & Conditions

1. Purchase Preference - Make in India

Make in India preference is applicable as per Public Procurement (Preference to Make in India), Order 2017, declaration format shall be submitted.

2. Purchase Preferences - MSE

MSE preference is applicable as per terms and conditions, UDYAM Certificate shall be submitted. Also, MSE Bidders are mandatorily required to declare their ownership status (SC/ ST or Women-owned or others) along with their MSE category, declaration shall be submitted. In the event of non-submission of UDYAM Certificate and declaration, purchase preference will not be extended to bidders.

3. Price Finalization

"BHEL shall be resorting to Price Bid Opening. BHEL may decide for further negotiation with L1 bidders"

4. Techno-Commercial terms confirmation-

All techno-commercial terms and conditions shall be as per general terms and conditions (Annexure-A) of the tender. If any deviations are found, they need not be considered / evaluated by BHEL. You shall confirm acceptance to the terms and conditions of the tender and TDC.

5. Technical requirements-

Fluticasone Furoate 27.5 mcg nasal spray
Brand Name – Furamist Nasal Spray 120 MDI IP
Brand - CIPLA

6. Technical deviations (if any)-

Deviations taken by vendors (if any) are subject to BHEL approval. Bidders shall be required to comply with all terms, conditions and specifications of the bidding documents.

7. Bid validity-

90 days from date of Part-I (Techno-commercial) bid opening OR 60 days from date of Price Bid Opening whichever is later.

8. Delivery period-

45 days from the date of PO.

9. Quantity - 500 Nos.

BHEL reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. BHEL also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates.

10. General points for medicine supply

- 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 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.
- Un-used medicines should be taken back by the vendor with submission of Credit note. Amount of Un-used medicines shall be deducted from the running bill/from any of the BHEL Unit.
- BHEL shall 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.
- 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.
- The supply of medicines shall be as per terms below:
 - Material shall be booked on door delivery basis with freight paid.
 - Insurance is to be arranged by supplier from the place of dispatch to the Destination
- 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.
- 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.
- Frequent changes in local supplying agency is not acceptable. Not more than two Changes shall be allowed during the tenure of the contract.
- Literature / catalogues shall be attached with the offer.
- 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.
- Once Purchase Order is placed, for any failure to supply the items against Purchase Orders the Placed, appropriate action will be taken as per Breach of contract.
- 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.
- No payment will be made for the excess quantity supplied.
- No changes shall be entertained once the bid is opened unless otherwise specifically agreed to, in writing by BHEL. Money values other than for those items appearing in the un-priced bid template shall not be indicated anywhere in the un-priced bid.

- In the event of any short supply, noticed on receipt, it shall be the responsibility of the supplier to deliver such short supplied / missing items on Free-of-Cost basis at BHEL stores, including customs clearances at Indian Ports in the case of foreign suppliers.

11. Delivery term-

'FOR' BHEL Hospital medical stores, Ranipet inclusive of base price, GST, Freight & Insurance

12. Inspection

Inspection shall be as per Terms & Condition of Tender.

13. Liquidated Damage clause-

- Time is essence of this order. BHEL will levy Liquidated Damages (LD), for delay in deliveries.
- Liquidated Damages shall be as per 0.5% per week delay subject to maximum of 10%. LD will be applicable only on the undelivered portion of the PO.
- Levy of LD will be without prejudice to any other relief / compensation available to BHEL, Ranipet under any other condition of the order / applicable legal provisions.
- The order delivery date for purpose of L.D is the date of receipt at BHEL Stores for suppliers in India for F.O.R. Destination Order.
- BHEL shall deduct the applicable LD from the first payment when raising the claim for the same.
- In the event that a supplier does not accept the LD condition above, the offer may be rejected or would be loaded to the extent of the shortfall with respect to upper limit specified above.

14. Evaluation & Ordering-

- Evaluation of bids and ranking of vendors shall be done based on Item.
- Ordering will be done for the Item on L1 – 100%.
- After receiving the Letter of Intent (LoI) / Purchase Order (PO), the supplier shall forward the acknowledgement / acceptance of the LoI / PO by signing and returning the signed copy of the LoI / PO as the token of acceptance. The bidder shall send the order acceptance within one week from the date of LOI/Purchase order or such other period as specified/agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. BHEL shall be legally bound, only if agreed for any deviation explicitly in writing. The acceptance of deliverables or supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.
- The Purchase order will be deemed to have been accepted if no communication to the contrary is received within one week (or the time limit as specified /agreed by the BHEL) from the date of P.O.
- BHEL, is at liberty to send signed P.O. through electronic media such as e-mail and the receipt of which shall be treated as receipt of order.

15. Variations, Amendments and Further Assurance

No amendment, variation or other change to the order shall be valid unless authorised. Such amendment shall be made in writing and signed by the duly authorised representatives of BHEL.

16. Payment term-

- a. 100% payment within 90 days for Non-MSME bidders
- b. 100% payment within 60 days for Medium category bidders subject to submission of relevant documents.
- c. For MSE bidders Payment shall be as per MSE Clause subject to submission of relevant documents (100% payment within 45 days).

No other payment terms will be accepted. If bidders propose for any other payment term other than indicated above, such bids will be rejected.

17. Acceptance / Rejection of materials supplied:

Acceptance

The supply shall strictly as per the specifications in the tender /purchase order. Delivery of the ordered items as per the delivery terms in the Purchase Order does not automatically constitute acceptance of the delivered items. The acceptance or otherwise of the delivered items will be separately communicated to the supplier by BHEL either through B2B portal or through e-mail through the Usage Decision (UD) within 30 days from the delivery of items or delivery of the required test certificates / other documents whichever is later.

Rejection and Returns

In case of rejection of the delivered items, either part or full, the vendor shall replace the rejected items as per the specification in the Purchase order/tender at their cost within specified days/months of communication of rejection to the supplier.

In case of rejection of the delivered items, either part or full, if the supplier fails to replace the rejected items within the specified days / months of communication of the rejection, the same shall be treated as failure to execute the order and actions as per the Guidelines for Suspension of Business Dealings with Suppliers / Contractors available in the webpage: <https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors> would be taken against such supplier.

If the supplied materials are rejected at our stores, it shall be the responsibility of the supplier to collect the rejected goods from our stores, at their cost and risk, within a reasonable period of 30 days from the date of intimation of the rejection.

18. Declaration by bidder :

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.

19. Resolution of Disputes

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

Notes:

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

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Annexure X to this Enquiry Conditions.

The Annexure X together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Enquiry Conditions.

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 other Party, refer such dispute or difference to sole arbitration of an arbitrator appointed as per the Arbitration and Conciliation Act, 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. This contract shall be governed, construed and interpreted in accordance with the laws of India. Subject as aforesaid, the provisions of Arbitration & Conciliation Act 1996 (India) or statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

The seat of arbitration shall be Ranipet, Tamil Nadu, India. The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to arbitration in terms of clause above, the Courts at Ranipet, Tamil Nadu, India shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or difference and / or reference for the arbitration, the vendor / contractor shall proceed with and continue without hindrance the performance of its obligation 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.

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

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments, such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No.05/003/2019-FTS-10937 dtd. 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

20. Laws Governing the Contract:

1) BHEL is a Government of India Undertaking. Its procurement practices are governed by the (Internal) Purchase Policy issued by the management of the company and as per Annexure B (this document) applicable at the time of finalising the order against this tender.

2) The Annexure together with its appendices will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these GCC.

Jurisdiction : The Purchase Order shall be governed by and be construed as per provisions of the laws of India and amendments thereon, if any. Subject to Clause herein below regarding ARBITRATION, the principal civil court exercising ordinary civil jurisdiction over the area where the seat of arbitration is located i.e. Ranipet, which shall have exclusive jurisdiction over any DISPUTE to the exclusion of any other court.

21. Adherence to Statutory Requirements

The Vendor shall ensure adherence and compliance to all relevant standards as defined and notified by the Government of India (GoI). At all times, the vendor shall comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which BHEL is located.

22. Severability and Waiver

If any provision of the order, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or part-provision shall not affect the other provisions of the purchase order or the remainder of the provisions in question which shall remain in full force and effect. BHEL and the Vendor shall negotiate in good faith to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part-provision.

No failure to exercise or enforce and no delay in exercising or enforcing on the part of BHEL of any right, remedy or provision of the purchase order shall operate as a waiver of such right, remedy or provision, nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy, or provision.

23. No Interest Payable

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

24. "Price to be firm during the execution of scope of work".

25. Suspension Of Business Dealing

The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

26. Set-Off Clause:

- In the event any quantities are pending to be supplied against any purchase order by a seller, subject to the terms and conditions of the order, BHEL reserves the right to account the quantities of the same item supplied in a later order, by the Seller, against the unfulfilled previous order. In such cases of default in the complete execution of an order, BHEL, shall stand authorised at any time, and from time to time, without any prior notice to the Seller, to set off and apply any and all supplies made against the current order to the account of the previously issued purchase order of the same item.
- If there is any money due to BHEL, Ranipet from the supplier, in the event the supplier fails to transfer such amounts due, BHEL reserves the right to set off the amount due from subsequent supply orders or recover the same from the running bills or payments due to the supplier for supplies made by them against order(s) issued by the other Divisions of BHEL.

27. Fraud Prevention Policy

The Bidder along with their associates / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website at www.bhel.com/pdf/BHEL_Fraud_Prevention_Policy.pdf and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

28. Force Majeure

Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction of penalties for delay in deliveries so long the delay and/or failure of the supplier in fulfilling its obligations under the order 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 directed otherwise by the Purchaser / Consignee in writing, the supplier shall continue to perform its obligations under the order 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 order is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, BHEL may at its option terminate the order without any financial repercussion on either side.

In case due to a Force Majeure event the Purchaser / Consignee is unable to fulfil its order commitment and responsibility, the Purchaser / Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

29. Confidentiality Notice

All documents such as specifications, terms and conditions and all correspondence uploaded on the tender portal or sent to a Seller by BHEL on a tender / order are to be treated as the confidential documents of BHEL. All such tender / order-related documents issued by BHEL are to be treated with the same level of confidentiality that the receiver would bestow on their confidential documents. It is to be understood that downloading the documents from the web constitutes the acceptance of this confidentiality clause of BHEL. However, this provision does not apply to documents that are already freely available in the public domain.

In their own interest, if any Seller finds or in possession of or becomes aware of any internal communication of BHEL, which are not addressed to the Seller with name and address, in the public domain or in any other way, it shall be the responsibility of such Seller to bring it to the notice of BHEL for clarification /immediate and appropriate action by BHEL and confirm having destroyed copy of the same and agrees that the same will not have binding effect between the Seller and BHEL. Any action or attempts taken by a Seller in leveraging such information shall amount to an unethical act or omission and shall be treated as violation so as to attract such extant provisions of BHEL's procurement policies.

The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered, or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to participate in future tenders of BHEL.

30. Breach of contract, and Remedies

In case of breach of order, wherever the value of security instruments like Earnest Money Deposit (EMD), performance bank guarantee available with BHEL against the said order is at least 10% of the order value, the same shall be cashed by BHEL. In case the value of the security instruments available is less than 10% of the order value, the balance amount shall be recovered in any or all of the following manners:

- i. from dues available in the form of Bills, retention amount etc payable to defaulted supplier against the same contract.
- ii. from the dues, retention amount, securities etc payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit
- iii. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the order. The cancellation / termination of the order would not be a pre-condition for cashing the security instruments. BHEL reserves the right to initiate the process of cashing the security instruments by issue of a simple notice of intention duly sent by any electronic means and / or by a letter.

31. Suspension of Business Dealings (as per SBD BHEL 2023)

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.

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

Commitment by BHEL

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

Commitment by Bidder/ Supplier/ Contractor:

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

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

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

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

Treatment of Banned / Under-performing Vendors

Any supplier who has been put on ‘Hold’ or ‘Debarred’/ ‘Banned’ from having business dealings with BHEL, Ranipet or any other unit or project of BHEL shall not submit their offer against this tender. If any such offers are received they would be summarily rejected. Offers of such of those bidders against whom action for suspension of business dealings has been initiated by BHEL, Ranipet or any other Units / Division of BHEL will also not be considered in this tender. During the processing of tender, if any unit of BHEL puts a supplier on ‘Debarment’ / ‘Ban’ then further processing of the offer will not be taken up and in case an order is placed, BHEL, Ranipet may resort at their discretion to cancel the PO either fully or partially.

If any of the supplier who is supplying similar material to BHEL, Ranipet has a Vendor Performance Rating (VPR) score of ‘C’ or below, then offer given by such parties will not be considered for ordering in this tender.

If any of the Bidders have unexecuted order/s with BHEL and if in such orders, the deliveries have been delayed beyond a reasonable period (say 30 days of agreed delivery period), the offer of such Bidders will also be liable for rejection.

32. **Payment Documents**

Payment shall be made against submission of the following documents-

- a. Original GST compliant e-invoice and 2 copies of the same.
- b. Original site acknowledged Lorry Receipt (Goods Receipt (GR) date for in case of BHEL Ranipet stores).
- c. Original inspection report and all original documents as called for in TDC / approved QP.

If one original certificate / LR is applicable for more than one invoice quantity / invoice, Xerox copy is acceptable with original correlation details on the Xerox copy with attestation by suppliers Quality in charge.

GST compliance-

- a. 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 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.
- b. 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.
- c. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- d. 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
- e. 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 dispatch 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).
- f. 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.
- g. 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
- h. 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.
- i. 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.

- j. 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.
- k. 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.
- l. Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to suppliers account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.

33. Limitation of Liability

In no event shall BHEL be liable to Seller, or to Seller's officers, employees or representatives, or to any third party, for any indirect, consequential, incidental, special, punitive or exemplary damages of whatsoever nature (including, but not limited to, lost business, lost profits, damage to goodwill or reputation and / or degradation in value of brands, trademarks or trade names, service names or service marks, or injury to persons) whether arising out of breach of contract, warranty, tort (including negligence, failure to warn or strict liability), contribution, indemnity, subrogation or otherwise.

34. Consequential Loss:

"Neither party shall be liable to the other for any indirect or consequential loss or damage, including but not limited to loss of use, loss of profits, or loss of contracts, or special, punitive, exemplary losses whatsoever arising out of or in connection with this contract."

35. Social Media Policy:

- No employee, sub-contractor or any related entity of the vendor or shall the seller cause any third-party to post actions captured via images / video footage, or post or comment that can adversely reflect on the operation of BHEL and impact BHEL's reputation.
- Details of orders received from BHEL shall not be published in any public domain without the express written consent approval of BHEL.
- Postings should not disclose information that is confidential or propriety of BHEL / BHEL's customers.
- There shall be no postings giving false or damaging statements about BHEL or its employees.
- Statements / comments causing harm to reputation or causing a loss to the Company and its customers shall not be posted in any social media.
- Uploading, posting, forwarding, or posting a link to any of the following types of material on a social media website, whether in a professional or personal capacity, will amount to gross misconduct. This will consist of, but not limited to the following:
 - Deep fakes, morphed photos, pornographic material (that is, writing, pictures, films, and video clips of a sexually explicit nature), material, which is offensive, obscene, criminal, discriminatory, derogatory or may cause embarrassment to BHEL, its employees, and customers
 - Dishonourable content such as racial, ethnic, religious, casteist and physical disability slurs cast on our employees,
 - Posting commentary, content, or images that are defamatory, harassing, libellous, or that can create a hostile work environment.
 - Any confidential information about BHEL or any of our staff or customers.
 - Material in breach of copyright or other intellectual property rights, or which invades the privacy of any of our employees and our customers.

36. Acceptance to the Enquiry Conditions

Submission of an offer against our tender Enquiry, shall constitute the unconditional acceptance of all terms and conditions set forth in the Enquiry sheet, by the bidder, including the applicable general terms and conditions, special terms and conditions, specifications, technical delivery conditions, and all other documents forming part

of the tender Enquiry, unless the bidder has indicated a specific deviation. Any such deviation must be clearly stated and duly signed and sealed by the bidder.

Any deviations from the stated terms and conditions must be clearly marked on the relevant pages of the tender documents and consolidated separately in the Deviation Statement Proforma provided as part of the tender documentation. Only such deviations expressly detailed in the deviation sheet will be considered, regardless of any deviations marked elsewhere on the tender Enquiry documents, by the bidder. Any request for acceptance of deviations indicated in the tender documents but not incorporated by the bidder in the deviation sheet shall be deemed inapplicable and will not be entertained by BHEL at any stage.

All the pages of the tender Enquiry documents must be signed by the bidder as a token of unconditional acceptance of the terms and conditions stipulated therein. Failure to sign all pages of the tender Enquiry documents or to adequately address and consolidate any deviations as required shall be deemed a material infirmity. In such cases, BHEL reserves the right to reject such offers as invalid.

37. General note-

Any disparity to BHEL's terms and conditions indicated above and vendors offer, only the agreed terms and conditions above shall stand valid. Vendor's terms and conditions which are in conflict will be ignored and will not be taken into consideration by BHEL.

Make in India declaration format
(Declaration to be issued on company letter head)

For this procurement, the local content to categorize a supplier as a Class I local supplier / Class II local Supplier / Nonlocal supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In line with Government Public Procurement Order 2017 dated 04.06.2020, we hereby certify that we, _____ (supplier name) are 'Class-I local supplier' meeting requirement of local content equal to or more than 50% and meeting requirement of minimum local content as defined in above order for BHEL Enquiry No:

Details of location at which local value addition will be made is as follows (factory address to be indicated):

.....
.....
.....

By issuing this declaration, we understand and are in acceptance to the following-

- False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- In case of debarment by any procuring entity for violation of the provisions of the Public Procurement (Preference to Make in India), Order 2017 we shall not be eligible for preference for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, the debarment takes effect prospectively from the date of uploading on the website(s) of The Department of Expenditure, GOI in such a manner that ongoing procurements are not disrupted.
- We undertake the onus of responsibility of submission of appropriately certified documents. We understand that BHEL is not at liability to verify the contents and will not be responsible for the declaration made by us. However, in case BHEL has any reason to doubt the authenticity of the local content, BHEL reserves the right to obtain the complete back up calculations before award of contract and we are liable to submit the same if requested by BHEL. We also understand that our bid is liable for rejection in case we fail to submit the details as requested by BHEL.

Seal and Signature of authorized signatory

Format for declaration as per Public Procurement Policy for MSEs Order, 2012

(Declaration to be issued on company letter head)

To,
M Nirmal Kumar
Manager-Medical
BHEL Hospital
BAP, BHEL-Ranipet 632 406

Date: _____

Subject: Declaration as per Public Procurement Policy for MSEs Order, 2012

Followings are declared herewith

Type under MSE	SC/ST Owned	Women Owned	Others (excluding SC/ST & Women Owned)
Micro			
Small			

UDYAM registration certification Number: _____

UDYAM registration assessment year: _____

Authorized signatory

Note:

1. Udyam registration shall be attached, failing which declaration shall be treated as null and processed as bidder has not furnished the requirement. Accordingly, offer shall be processed construing that the bidder is not falling under MSE category.
2. Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.
3. If the bidder does not furnish the above in the tender, offer shall be processed construing that the bidder is not falling under MSE category.

Certificate of No Deviation

(To be Typed & submitted in the Letter Head of the Company/Firm of Bidder)

To

M Nirmal Kumar
Manager-Medical
BHEL Hospital
BAP, BHEL-Ranipet 632 406

Dear Sir,
Subject: **No Deviation Certificate**

Certified that the quoted medicines items are branded only & not generic and nutritional product. We accept all the other specifications and requirements in full to your enquiry. This is to declare that we do not have any deviations to the tender terms and conditions and accordingly we accept all the terms and conditions of this tender without any reservations whatsoever.

I/we unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical /price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation.

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

Date:
Place: