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## **VOLUME-II**

### **SECTION – I**

#### **1) DEFINITION:**

- a) The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- b) BHEL (or B.H.E.L.) shall mean Bharat Heavy Electricals Limited, a Company registered under Indian Company's' Act, 1956 having its registered office at BHEL HOUSE, Siri Fort, New Delhi-110049 and its Regional Head Quarter at Power Sector : Eastern Region, Plot No. 9/1, DJ Block, BHEL BHAVAN, Sector-II, Salt Lake, Kolkata-700091.
- c) "CONTRACTOR" shall mean the individual firm or Company who enters into this contract with BHEL and shall include their executors, administrators, successors and assigns.
- d) "LETTER OF INTENT" shall mean the intimation letter to the Bidder that his offer has been accepted in accordance with the provisions contained in the said letter. The responsibility of the contractor commences from the date of issue of this letter and the terms and conditions of the contract are applicable from that date.
- e) "MONTH" shall mean English Calendar month
- f) "ISSUE OF NOTICE" The contractor shall furnish to BHEL, the name, designation and address of his authorized agent and all complaints notices, communications and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address either of the contractor or his representative/authorized agent and shall be deemed to have been so given, in the case of posting on the day on which they would have reached such address in the ordinary course of post or on which they were so delivered or left.

#### **2) COMMENCEMENT OF SUPPLY:**

- a) The contractor shall commence supply within 7 days from date of issue of the requisition after issue of the Rate Contract from BHEL and shall proceed with the same with due expedition without any delay.
- b) If the successful Bidder fails to start the work within the stipulated time, BHEL at its sole discretion will have the right to cancel the contract.

#### **3) MODE OF PAYMENT & TAXES & DUTIES:**

- a) All payment due to the contractor after deduction of AIT as applicable and as prescribed under AIT/Rules from time to time shall be paid by Account Payee Cheques / online bank payment only after submission of bills together with the bill voucher against the supply made, duly verified by BHEL's authorized representative/office/department.
- b) All rates are inclusive of applicable AIT but excluding VAT.
- c) Any other taxes subsequently levied shall be assumed to be inclusive within the contract value.
- d) Vendor is liable to furnish all documentary evidences towards VAT & AIT wherever required.
- e) New taxes & duties , if imposed subsequent by statutory authority during contract period (including extension, if the same is not attributable to vendor) shall have to be borne by the vendor.

#### **4) PAYMENT TERMS:**

Payment shall be made to the vendor against each invoice on certification of medical center for both quality and quantity within 30days of receipt of invoice subject to correctness and completeness. Recoveries shall be made against statutory provisions, if any, and carry- over deductions pertaining to previous supplies, if any.

#### **5) RIGHTS OF BHEL:**

BHEL reserves the following rights in respect of this contract without entitling the contractor for any compensation:

- a) To terminate the contract any time by giving one month's notice without assigning any reasons thereof.
- b) To recover any amount due from the contractor on any account due to the contractor, under this contract.
- c) In the event of any dispute of any nature, the decision of BHEL shall be final and binding on the contractor.

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**6) RESPONSIBILITIES OF THE CONTRACTOR IN RESPECT OF LOCAL LAWS EMPLOYMENT OF WORKERS ETC.**

- a) The contractor shall pay all taxes fees, license fee, charges for duties, in executing the contract to the concerned authorities. In case BHEL is forced to pay any of such taxes, etc. BHEL shall have the right to recover the same from the contractor either from his bill or otherwise as deem fit.
- b) The contractor shall be responsible for the proper behaviour at the place of work and observance of all regulations by the staff employed by him.
- c) The contractor shall ensure that no damage is caused to any person, property of other parties working at the place of work. If any such damage is caused, it is the responsibility of the contractor to make good the losses or to compensate for the same.
- d) The contractor shall arrange and co-ordinate his work in such a manner as to cause no hindrance to other agencies working in the same premises.

**7) DURATION OF CONTRACT:**

The duration of this contract will be for a period of 12 Months from the date of commencement of supply; however, the contract may be extended further on the same terms and conditions depending on requirement and satisfactory performance of the contractor.

**8) TERMINATION OF CONTRACT:**

The contract may be terminated by BHEL after giving maximum one month's notice to the contractor. The contractor will be required to give to BHEL an advance notice of three months in writing for termination of this contract.

- 9) **Risk Clause:** If the vendor fails to supply materials on time as stipulated by BHEL, BHEL shall get materials from alternate sources. Any adverse financial impact on this count shall be passed on to the vendor. If the contract is terminated prematurely for reasons attributable to the vendor, any financial impact of consequential actions taken by BHEL shall be passed to the vendor. BHEL reserves the right to take any punitive action against defaulting vendors as deemed fit by BHEL.

**SECTION-II**

**SCOPE, SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

**SCOPE:**

- i) Supply of medicines and related items as per the requisitions issued by BHEL from time to time.

**2) SPECIAL TERMS AND CONDITIONS OF THE CONTRACT:**

- 2.1 The quoted rates shall remain firm throughout the contract period. No Compensation/escalation shall be payable by BHEL during the period.
- 2.2 In case of medicines and medical related items, delivery shall be made at BHEL Safety Park at site address only. The materials shall be delivered within 72 hours of issue of requisition by BHEL. Emergency items shall be delivered in a shorter time as demanded by BHEL. The quantity delivered shall be verified in presence of the representative of the vendor at the time of delivery. All variations, if any, shall be recorded in the delivery documents. Hence all deliveries shall be made in during office hours. Receipt acknowledgement shall be issued on the same day
- 2.3 All medicines must have minimum expiry date of 12months later than the date of delivery. Packaging/preservations of the medicines shall be ensured by the vendor. Any damage or adverse quality complaint shall be attended by the vendor promptly.
- 2.4 Tampering with MRP/Mfg Date/ expiry date is strictly prohibited.
- 2.5 The vendor shall ensure delivery of items as per the specified quality, quantity and make. All tablets and capsules shall be supplied in strips and strips be put in boxes. Appropriate packing shall be ensured to prevent any damage to supply.
- 2.6 The items listed and their quantities have been derived after analyzing pattern of past consumptions. However, actual requisitioned quantities may vary.
- 2.7 All medicines shall be of any of the following makes:
  - a. Square b.ACI c.ACME d. Eskayef e.Renata f.Healthcare g.Incepta h.Beximco i.Aristopharma j.Opsonin

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If any medicine requisitioned is not available of the specified makes, vendor shall take prior approval from BHEL and any favourable price implication shall be passed on to BHEL, adverse implication shall be absorbed by the vendor. All non-medicinal items shall be of reputed make only. Handwash soap/ liquid shall be of Savlon/Detol/ Lifebuoy brands.

**3.0 Selection of vendors:**

As stated earlier, the price bid of only techno-commercially successful bidders shall be opened. The overall price quoted (Cost to BHEL) shall be considered for ranking of bids. The lowest bidder shall qualify to get the contract. Though BHEL does not normally negotiate price post-bid, still such option may be exercised by BHEL if situation demands.

**4.0 Quantity Variations:** Quantity as requisitioned.

**5.0 Delivery Term:** At Medical Center, Safety Park, BIFPCL 2x660MW STPP project site (All delivery charges to Vendor's account)