



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH & DEVELOPMENT DIVISION
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ENQUIRY

Ref: 052551011

Date 06-01-2026

To
OFFICE COPY

Enquiry for RATE CONTRACT FOR PURCHASE OF EMERGENCY MEDICINES

Enquiry No:052551011 **Enquiry Date : 06-01-2026** **Due Date: 16-01-2026** **Indicative Delivery Date : 14-02-2026**

Sl.No	Item Description	Unit	Qty
1	RATE CONTRACT FOR PURCHASE OF EMERGENCY MEDICINES.	YEAR	2

Please submit your offer before due date and time as indicated in tender.

Sl.No	Description	Document Ref.
01	Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

Sl.No Vendor Name and code

1

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**PRE QUALIFYING CRITERIA(PQC)**Volume - 1
Enquiry No
052551011**RATE CONTRACT FOR PURCHASE OF EMERGENCY MEDICINES**

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS REMARKS	ACCEPTANCE /
1	PQC 1	Average annual turnover should not be less than 11 Lakhs for the last 3 financial years.		
2	PQC 2	Experience of executing at least one order for supplying medicines to government organizations/PSUs/ Major government hospitals/ Corporate hospitals/ major private hospitals within last three years from the date of enquiry is required. Proof of the order execution shall be submitted at the time of tender.		
3	PQC 3	Drug license has to be submitted by the agency as a proof of business experience along with NIT/Enquiry. Submitted drug licence should be from the Authorized license authority at the time of tender		
4	PQC 4	The license should be valid throughout the period of the contract. The Retail Pharmacy or Pharmacy chains should undertake to renew the license, if the validity expires during the tenure of the contract at his own risk and cost.		
5	PQC 5	Considering the requirement of emergency medicine, supplier should also have operating point in Secunderabad or Hyderabad area. A documentary proof of this has to be submitted along with the bids.		
	Relaxation of Norms for Startups	The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time.		

Signature of the bidder with Seal & Date



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1
Enquiry No
052551011

RATE CONTRACT FOR PURCHASE OF EMERGENCY MEDICINES

SL.No.	Clause	BHEL REQUIREMENT
1	Preferences to MSEs	<p>The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.</p> <p>25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.</p> <p>The definition of MSEs owned by women Entrepreneurs is clarified as under:</p> <ul style="list-style-type: none">i. In case of proprietary MSE, Proprietor shall be womanii. 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% shall be held by Women Promoters. <p>(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)</p> <p>In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.</p> <p>No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening.</p> <p>Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "</p> <p>Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same.</p> <p>The sub-categories:</p> <ul style="list-style-type: none">(a) Enterprises owned by Scheduled Castes.(b) Enterprises owned by Scheduled Tribes.(c) Enterprises owned by other than above two categories <p>The enterprises under (a) & (b) means the proprietor in case of single</p>

		<p>owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)</p> <p>If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.</p>
2	Offer submission (E-procurement)	<p>a. This tender is hosted in E-procurement portal (EPS) and offer to be submitted through EPS portal only. Bidders are requested to submit 2 parts bid offer before due date & time of the enquiry through NIC (https://eprocurebhel.co.in) only.</p> <p>b. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted.</p> <p>c. Offer is to be submitted in Two-part bids system (Technical bid + Price bid) in the e-procurement portal only.</p> <p>d. Scanned copy of the filled Annexures, Tender documents etc., shall be uploaded in the EPS portal.</p> <p>e. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites: https://eprocurebhel.co.in https://www.bhel.com/tender</p> <p>f. Authorization for participation in EPS portal through DSC: e-tender. participation requirements: vendor shall register their Digital signature certificate (DSC) (Class 3-SHA2-2048 BIT signing and encryption). Suppliers are advised to go through the FAQ available in the web portal. DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on vendor and is valid legally.</p>
3	Details required with offer	<p>Following documents to be submitted by Bidders along with offer:</p> <p>a. PAN Number b. GSTIN Registration Status c. Name of the Contact Person d. Contact Phone / Mobile e. Email id for correspondence f. Address with PIN code and State</p>
4	GST Clause	<p>1) Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulter's end.</p> <p>2) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.</p> <p>3) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.</p> <p>4) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be</p>

		<p>applicable paid. Composition Scheme to be addressed.</p> <p>5) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.</p> <p>6) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG</p> <p>7) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/SAC Code, etc.</p> <p>8) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.</p> <p>9) Wherever E-invoice is applicable, the tax invoice/CN/DN submitted by the vendor must contain the QR code generated in E-invoice portal & IRN</p> <p>10) Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.</p>
5	Force Majeure clause	<p>If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries</p>
6	Restrictions under rule 144 (xi) of the GFR	<p>Submit the Annexure (provided along with enquiry documents) in your company letter head</p>
7	BREACH OF CONTRACT, REMEDIES AND TERMINATION	<p>In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.</p> <p>In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:</p> <p>(i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.</p> <p>(ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL R & D or any other units of BHEL.</p> <p>(iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.</p> <p>(iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.</p> <p>This is without prejudice to any other action as may be deemed fit by BHEL. BHEL reserve right to recover damages on account of levy of</p>

		liquidated damages, debarment, termination, de-scoping, short-closure, etc as per provisions of the contract.
8	LAWS GOVERNING THE CONTRACT	The Order/Contract shall be exacted and governed by the laws of India and the Court at Hyderabad alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.
9	MSE VENDOR DECLARATION	<p>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.</p> <p>Type under MSE SC/ST Owned Women Owned Others (excluding SC/ST & Women Owned) Micro Small</p> <p>Note: 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.</p>
10	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
11	Discrepancy in words and figures	<p>(a) If, in the price structure quoted for the required goods/ Services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p>(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</p> <p>(c). If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.</p> <p>(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.</p>
12	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
13	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
14	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry. The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
15	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.

16	Banned List	The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com . Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page
17	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
18	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
19	Signing & Stamping	Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date

**COMMERCIAL TERMS & CONDITIONS (CTC)**Volume - 1
Enquiry No
052551011**RATE CONTRACT FOR PURCHASE OF EMERGENCY MEDICINES**

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS REMARKS	ACCEPTANCE /
1	Reverse Auction	<p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened Start price for RA to be L1 of e-bid/ sealed envelope price bids.</p> <p>In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.</p> <p>Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to REVERSE AUCTION PROCEDURE i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).</p> <p>1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.</p> <p>2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on-line bidding on internet.</p> <p>3. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.</p> <p>4. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.</p> <p>5. Bidders have to submit the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.</p> <p>6. In line with the NIT terms, BHEL will provide the calculation sheet (e.g. EXCEL sheet) which will help to arrive at Total Cost to BHEL like Packing & forwarding charges, Taxes</p>		

and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.

7. Reverse auction will be conducted on scheduled date & time.

8. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.

9. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VI) as provided on case-to-case basis to Service provider within two working days of Auction without fail.

10. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL standard practice.

11. Bidders shall be required to read the ♦Terms and Conditions♦ section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the ♦Business Rules of Reverse Auction, which will be communicated before the Reverse Auction.

12. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.

13. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.

14. In case RA is opted in a tender, the techno-commercially qualified H-1 will not be allowed to participate in RA. In case more than one H-1 bidder quote the same rate, the Price Offer received last, as per the time log of the Portal, shall be removed first, on the principle of last in, first out by the system.

However, H-1 will be allowed to participate in RA in the following

		<p>cases:</p> <p>a) If number of techno-commercially qualified bidders are only 2 or 3.</p> <p>b) In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1 .</p> <p>c) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of NonMSE lowest bidder.</p> <p>d) For cases where there are more than 3 techno-commercially qualified bidders, if lowest bidder in sealed price bid is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of NonMII lowest bidder.</p>	
2	Validity of Offer	90 days from date of techno-commercial bid opening.	
3	Rate Contract	In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A copy of Rate contract signed by the supplier should be sent with the quotation.	
4	Nature of Vendor submitting the Offer	OEM / Agent / Representative / Dealer / Distributor / Stockist / Trader / Reseller / Channel Partner/ System Integrator / Any Other (Pl. Specify)	

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date



OTHER TERMS & CONDITIONS

Volume - 1
Enquiry No
052551011

RATE CONTRACT FOR PURCHASE OF EMERGENCY MEDICINES

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS REMARKS	ACCEPTANCE /
1	Destination	Destination shall be BHEL Corp. R&D,Vikasnagar, Hyderabad-500042.		
2	Payment Term	100% Basic value will be made by EFT/RTGS (with bank charges if any to supplier's account) on computer generated monthly consolidated GST complied bills within 30 days after receipt and acceptance of medicines duly certified by Medical In charge. GST will be reimbursed only after submission of proof of payment of GST to Government of India. For other payment terms there will be a loading on the offer as mentioned in our 'Loading Factors" sheet which is enclosed to this enquiry.		
3	Taxes and Duties	Vendor shall inform the applicable taxes and duties.		
4	Delivery Schedule	Medicines shall be supplied within same day or next working day as and when intimation/delivery order given by BHEL Corp. R&D dispensary.		
5	Firm Discount	The discount provided on MRP shall be firm for entire period of contract.		
6	Price Basis	All suppliers shall quote the lowest prices on 'free delivery at BHEL R&D Stores or F.O.R destination' basis only.		
7	Late Delivery	Required Medicines shall be supplied within delivery schedule from the date of intimation/delivery order by BHEL Corp. R&D dispensary. Failure to supply the goods and/or Failure to carry out the services within the stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services shall be recovered. In case of non-acceptance to this LD Clause, 10% of basic material cost will be loaded on the quoted prices while cost comparison. (Please refer the enclosed 'Loading Factors' sheet).		

8	Short Closure of Contract	The Contract shall be for a period of Two Years. BHEL, Corp. R&D Management deserves the right to short close the medicine contract with 3 months' notice in writing.	
9	Certificate for no deviation	Vendor should provide Certificate for no deviation with technical bid as per the format provided as Annexure – III. Please note that, Annexure-III is provided with enquiry document.	
10	TREATMENT OF CASES REGARDING CONFLICT OF INTEREST	Bidder should submit the undertaking (Annexure-B) printed on their company letter head with signature and stamp. Annexure-B format is provided with this enquiry/bid document.	
11	Invoice registration and documents upload in SUVIDHA portal	For supply orders placed on Indian Suppliers: Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/ , prior to despatch. All documents as per PO checklist , along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs , in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above.	
12	Settlement of Disputes	If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Executive for amicable resolution by the parties. Designated Executive (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred	

		<p>shall forthwith be given effect to by the supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Executive has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Conciliation Clause.</p>	
13	Arbitration and Conciliation	<p>i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 - "Procedure for conduct of conciliation proceedings" (as available in www.bhel.com). ii. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) 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 (hereinafter referred to as the 'Dispute'), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre, Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules. iii. A party</p>	

willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any. iv. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance with IAMC Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by IAMC. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the IAMC Rules. The decision of the party invoking the Arbitration for reference of dispute to IAMC for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. v. The fee and expenses shall be borne by the parties as per the IAMC rules. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad. vi. Notwithstanding any reference to Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. vii. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores. viii. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from

		time to time, shall apply to the arbitration proceedings under this clause. ix. In case, multiple arbitrations are invoked (whether sub-judices or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause. x. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction. xi. Subject to the above, the provisions of Arbitration & Conciliation Act 1	
14	Agreement with the Medical Centre	The successful party shall enter into an agreement with the Medical Centre before the start of the contract, executed on Rs. 200/- non-judicial stamp paper. The agreement format Annexure-C is provided with enquiry document.	

Signature of the bidder with Seal & Date



ITEM SPECIFICATIONS

Volume - 2
Enquiry NO
052551011

RATE CONTRACT FOR PURCHASE OF EMERGENCY MEDICINES

SL.No.	Item		
1	RATE CONTRACT FOR PURCHASE OF EMERGENCY MEDICINES.		
	sl no	Descriptions	BHEL Specifications
	1	SPECIFICATION AND SCOPE	AS PER ANNEXURE 1
			Vendor Specifications/ Deviations

* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

LOADING FACTORS



NOTE : IN CASE OF DEVIATION TO BHEL TENDER SPECIFIED TERMS, LOADING FACTOR INDICATED IN FOLLOWING TABLE WILL BE APPLIED TO QUOTED PRICE WHILE EVALUATING THE LOWEST QUOTE

A. FOR INDIGENOUS PURCHASES					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
A.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R& D	SAME	NIL
				PAYMENT AGAINST PROFORMA INVOICE / DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE TOTAL PO VALUE FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH
A.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT, WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AND BALANCE 10% WITH IN 30 DAYS OF COMPLETION OF E&C.	SAME	NIL
				100% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF SUPPLIES AND E&C	NIL
				90% PAYMENT AGAINST PROFORMA INVOICE/ DESPATCH DOCUMENT AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C.	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON 90% OF THE VALUE OF PO FOR ONE MONTH
				90% PAYMENT AGAINST PROFORMA / DESPATCH DOCUMENT AND BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON TOTAL VALUE OF THE PO FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND (90 -X) % PAYMENT ON RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% AMOUNT FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE AND BALANCE (90 - X) % PAYMENT AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%)FOR THE DELIVERY PERIOD(ROUNDED OFF TO THE NEAREST MONTH)+ 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH
B. FOR FOREIGN PURCHASES (IMPORTED)					
SLNO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + 1 MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL

				90 PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE AS ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				INTEREST BEARING PART ADVANCE (MAXIMUM 5% @SBI BASE RATE ON TENDER OPENING DATE+ 6%) PAYMENT WITH 110% BANK GUARANTEE BY WIRE TRANSFER/LC AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (ROUNDED OFF TO NEAREST MONTH) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

B. FOR FOREIGN PURCHASES (IMPORTED)					
SL.NO	SCOPE	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
B.1	SUPPLY OF EQUIPMENT	PAYMENT TERMS	100% PAYMENT BY WIRE TRANSFER WITHIN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF MATERIAL AT BHEL R&D. (DESPATCH DOCUMENTS WILL BE SENT TO BHEL R&D DIRECTLY ALONG WITH BANK DETAILS)	SAME	NIL
				SIGHT DRAFT ON PRESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				LC PAYMENT AGAINST DESPATCH DOCUMENTS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				FULL ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE BASIC VALUE FOR DELIVERY PERIOD(Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFR/LC WITH BANK GUARANTEE AND BALANCE PAYMENT WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRNSFR/LC WITH BANK GUARANTEE AND BALANCE PAYMENT ON RECEIPT AND ACCEPTANCE OF MATERIAL	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD (Rounded off to nearest month) + 1 MONTH AND LOADING @ SBI BASE RATE ON TENDER OPENING DATE+ 6% ON BALANCE AMOUNT FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
B.2	SUPPLY OF EQUIPMENT INCLUDING ERECTION AND COMMISSIONING (E&C)	PAYMENT TERMS	90% PAYMENT BY WIRE TRANSFER WITH IN 30 DAYS FROM THE DATE OF RECEIPT AND ACCEPTANCE OF THE MATERIAL AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	SAME	NIL
				SIGHT DRAFT ON RESENTATION OF DESPATCH DOCUMENTS VIZ INVOICE, AWB ETC TO OUR BANKERS	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) FOR ONE MONTH PLUS PAYMENT RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER /LC AGAINST DESPATCH DOCUMENTS BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% PAYMENT BY WIRE TRANSFER / LC AGAINST DESPATCH DOCUMENTS. BALANCE 10% AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON THE BASIC VALUE FOR ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				90% OF BASIC VALUE FOR ADVANCE PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE 10% WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+6%) ON 90% OF THE BASIC VALUE FOR DELIVERY PERIOD (Rounded off to nearest month) + ONE MONTH PLUS LC RELATED BANK CHARGES INCURRED BY BHEL
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT WITH IN 30 DAYS AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE (90-X)% FOR ONE MONTH
				PART ADVANCE (X%) PAYMENT BY WIRE TRANSFER /LC WITH BANK GUARANTEE AND BALANCE (90-X)% PAYMENT BY WIRE TRANSFER /LC AFTER RECEIPT AND ACCEPTANCE OF THE MATERIAL AND 10% PAYMENT AFTER COMPLETION OF E&C	LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON THE PART ADVANCE AMOUNT (X%) FOR THE DELIVERY PERIOD(Rounded off to the nearest month) + ONE MONTH AND LOADING @ (SBI BASE RATE ON TENDER OPENING DATE+ 6%) ON BALANCE AMOUNT (100-X)% FOR ONE MONTH

C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)				
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
C	LD CLAUSE	IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE	AGREED	NIL
			IF NOT AGREED	LOADING @ 10% OF THE BASIC MATERIAL COST
			IF AGREED FOR X%	LOADING @ (10-X)% OF THE BASIC MATERIAL COST

D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS)				
SLNO	COMMERCIAL TERMS	BHEL STANDARD TERM	AS OFFERED	LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS
D	GUARANTEE/WARRANTY PERIOD	STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X)	AGREED	NIL
		MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y)	NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y)	LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y)

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS
(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)	
------------------------------------	--

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

BANK DETAILS FOR EFT / RTGS

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :
Company
Seal

Authorised Signatory
Designation :



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 042 (INDIA)

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:

Fax No.:

Email: 1.

2.

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed and tick the following:

Type of Major Activity: Manufacturing / Service

Category of Enterprise: Micro / Small / Medium

Social Category : GENERAL / SC / ST / OBC

Udyog Adhaar Number (UAN): _____

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS(relevant copies to be enclosed)

5.1 IT Permanent Account No.(PAN):

5.2 State Sales Tax/VAT Registration No:

5.3 Central Sales Tax Registration No:

5.4 ED Registration No:

5.5 Service Tax Registration No:

5.6 PF Account No:

5.7 Labour Licence No:

5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates(Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		

9.0 REFERENCE LIST :

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		

2		
3		
4		
5		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION :

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.

ANNEXURE 1

TECHNICAL SPECIFICATION

1. SCOPE OF CONTRACT

- i)** The contractor will supply Allopathic medicines (tablets, capsules, ointments, gels, injections, syrups, intravenous fluids, medical and surgical items and other medical disposables) in such quantities and specifications as per the purchase order issued by BHEL R&D on credit basis.
- ii)** The bidder to quote the price bid in terms of Discount (in percentage) on Maximum Retail Price (MRP). The indicated annual sale's volume shall be Rs. 24 Lakhs, excluding taxes. All medicines to be supplied at the flat rate of discount on the printed price (MRP) of each and every medicine including list of medicines under DPCO (Drugs Prices Control Order). The bids will be evaluated on the basis of quoted flat rate of discount in percentage on MRP.
- iii)** In case of failure or refusal to supply the medicines, the contract is liable to be cancelled at contractor's risk and cost. Any extra cost involved in arranging supply from alternative source will be recovered from contractor.
- iv)** The contractor has to indicate MRP, Batch number, Expiry date and Name of the manufacturer in the invoice/bill.
- v)** Medicines ordered should be supplied without any substitute. In case of change of Brand/Expiry status, BHEL authority's (MEDICAL SUPERINTENDENT) approval must be obtained.
- vi)** BHEL reserves the right to negotiate or refloat the tender opened, if max % of discount on MRP is not the best acceptable.
- vii)** The performance of the vendor will be under periodical review and contract may be terminated at any time, if performance is found not satisfactory.
- viii)** In case of any ambiguity in the supplier's quote, terms beneficial to BHEL shall be considered.
- ix)** In case of any dispute arises out of this contract, the decision of Medical Superintendent BHEL R&D shall be final and binding on all the parties.

2. PERIOD OF CONTRACT:

The contract shall be for a period of TWO Years from *the date of purchase order/agreement*, unless cancelled by BHEL R & D before the expiry of the period at its discretion. However, the contract may be extended beyond two years, if so agreed to, by both the parties on the same terms and conditions.

BHEL reserves the right to cancel the rate contract at any time by giving three - months notice, at its discretion without assigning any reason.

The contract shall be deemed completed if the contract value is consumed before expiry of period of contract/completion of period of contract

3. LIABILITY OF THE CONTRACTOR:

i) Supply of medicines: The vendor is liable to supply BRAND SPECIFIC Medicines against the Purchase order issued by BHEL R&D.

ii) Vendor should supply only specific emergency medicines (General and anti-cancer medicines, surgical items, consumable items having minimum one-year expiry against BHEL requirements and shall be based on "DOOR DELIVERY" basis (on the same day or next working day as and when intimated by BHEL Corporate R&D dispensary) to our stores. In case of change in brand/expiry status, doctor's approval must be taken.

iii) Packing Supplies: Medicines are required to be supplied in original packing of the manufacturer.

iv) Quality and quantity of Medicines and repercussions on its non-maintenance; in case it is found that any particular medicine supplied is substandard and spurious or beyond the expiry period, BHEL reserves the rights to take action against contractors, by suspending business dealings with them in line with BHEL guidelines issued from time to time.

v) Shelf Life Period: The life of medicines to be supplied, at the time of supply, should not be less than Twelve (12) months before end of expiry period. (Unless concerned BHEL authority asks (in writing) vendor to supply certain quantity with short expiry, (to overcome emergency situation). For medicine items which have shelf life of less than 1 year, have to be supplied within 3months of their manufacturing date.

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 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 vendors bills.


The contractor shall furnish a declaration that the medicines supplied is the best quality and in accordance with the specifications and if the medicines are found that they are not as per the descriptions, the same can be rejected.

4.ESTIMATED SALE:

From the past experience of our requirement the total turn-over of supply and billing of medicines, the indicated annual sales volume shall be Rs.24 Lakhs excluding taxes. However, BHEL R&D will not confirm any obligation of meeting such targets. The target of sale may vary depending upon the requirement.

6. PRODUCTION OF BILLS:

The contractor shall present computer generated monthly consolidated GST complied bills at the time of delivery of medicines. The bill shall show in detail the supply made along with the details of the medicines.



VJ JOSHI
INDENTER



Dr CH VENKATA SRINIVAS

MEDICAL SUPERINTENDENT

डॉ सी एच. वेंकटेश्वरीनिवास / Dr Ch. Venkata Srinivas
चिकित्सा अधीक्षक (चिकित्सा विभाग) / Medical Superintendent (Medical Centre)
बी.एच.ई.एल.,कॉ.,अनु.एवं.वि. / BHEL CORP. R&D
विकासनगर / VIKASNAGAR
हैदराबाद / HYDERABAD-500 042.

ANNEXURE III

CERTIFICATE FOR NO DEVIATION

This is with reference to BHEL Tender Enquiry No. _____
for supply of Medicines in the specified formulations and quantities as per the order of
BHEL R&D,

I, _____ of M/s _____

_____ hereby certify that there is no deviation from
the Tender conditions either technical or commercial and I am agreeing to all the terms and
conditions mentioned in the Tender Specification.

SIGNATURE OF THE TENDERER

OFFICIAL SEAL

(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

BHEL enquiry ref:	
Our quotation ref:	

We, The Bidder have read and understood the contents of the office Memorandum & the Order (Public Procurement No. 1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (Xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and/or sub-contracting to contractors from such countries.

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority (strikeout whichever is not applicable). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]"

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL).

For and behalf of _____ (Name of the bidder)

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

Treatment of cases regarding conflict of interest:

The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:

- i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;
- ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;
- iii) Procurement of goods directly from the manufacturers/suppliers shall be preferred. However, if the OEM/Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM) from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.
- iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.

The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s), in this regard. 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, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/ guidelines.

Bidder Signature with Seal

AGREEMENT

This agreement is made on this _____ day of _____ (Month)-2024 2025 at Hyderabad between M/s Bharat Heavy Electricals Limited (A Government of India Undertaking) a Company incorporated under the Companies Act, 1956, having its registered Office at BHEL House, Siri Fort, New Delhi- 110 049 through its BHEL, Corporate Research and Development Division located at Vikas Nagar Hyderabad -500042 represented by its authorized representative hereinafter referred to as “ BHEL” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include it`s successors and permitted assigns) of the First part.

And

M/s _____ (Bidder Name &
Address) _____

_____ through its authorized representative approved by Company hereinafter called the “Contractor” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include it`s successors and permitted assigns) of the Second part.

Authorized Signatory
For BHEL Corp. R & D

Authorized Signatory
M/s (Bidder name)

WHERE AS THE BHEL IS DESIROUS OF AWARDING THE WORK THROUGH ORDER REFERENCE NO. _____ DATED: _____ FOR SUPPLY OF MEDICINES AT MEDICAL CENTER BHEL R&D HYDERABAD.

WHEREAS IN PURSUANT OF THE SAID Contractor's acceptance of the tender, BHEL has decided to give the above said work to the said contractor.

And whereas the Contractor has agreed to execute upon and subject to the conditions set forth in standard specification indicated in NIT and in the standard preliminary specifications and such other conditions as are contained in all the specifications forming part of this contract (hereinafter referred to as the said conditions), the work shown in the said specifications and set forth in NIT-Terms & Conditions as the probable quantities and comply with all terms and conditions as per NIT.

Now these presents witness that in consideration of the “**NIT – Terms & Conditions**” as also of agreement of good and faithfully service to be rendered and performed by the contractor in the execution of the said work, subject to the stipulations herein after expressed.

Now it is hereby agreed as follows:

1. The terms and expressions used in this agreement shall have the same meanings as are assigned to them in LO and NIT document referred to.

Authorized Signatory
For BHEL Corp. R & D

Authorized Signatory
M/s (Bidder name)

2. The following documents shall be deemed to form and be read and constructed as part of this agreement, viz,:

(i) The Purchase Order

(ii) The Notice Inviting Tender

(iii) The Terms and Conditions of the tender document referred above.

(iv) The Specification and quality parameters mentioned in the tender document referred above.

(v) Any other document in the nature of replies to queries, clarifications issued by the purchaser, such confirmations given by the Contractor which are acceptable to the purchaser and all the addendum issued as forming part of the Contract.

3. SCOPE OF CONTRACT:

(i) The contractor hereby covenants with BHEL to supply medicines confirming in such quantities and specifications set forth in terms of ORDER, issued by the purchase officer, BHEL R&D, on credit basis.

(ii) The Contractor will have to supply all the medicines at the flat rate of discount _____ on the printed price (MRP) of each and every medicine including list of medicines under DPCO (Drugs Prices Control Order). The indicated sales volume shall be Rs.48,00,000.00, excluding GST. The discount offered on MRP shall remain fixed till completion of the order.

(iii) The contractor has to indicate MRP, Batch number, Expiry date and Name of the manufacturer in the invoice/bill.

(iv) Medical center reserves the right to order the quantity of medicines as per the requirement within the indicated sales volume.

(v) The Contractor shall adhere to specifications of Medicines as ordered in conformity with terms of ORDER and should be supplied without any substitute. In case of change of Brand/Expiry status, BHEL authority's approval must be obtained.

(vi) The performance of the vendor will be under periodical review and contract may be terminated any time, if performance is found not satisfactory.

4. CONTRACT PERIOD:

The contract shall be valid for a period of TWO Years from _____, unless cancelled by BHEL before the expiry of the period at its discretion. However, the contract may be extended beyond two years, if so, agreed to, by both the parties on the same terms and conditions.

5. BHEL OBLIGATIONS:

BHEL hereby covenants to procure the medicines in such quantity and specifications as specified in terms of Order and Schedule attached hereto forming part of this Contract.

In the event of any dispute arises out of nature of Contract, the decision of BHEL R&D shall be final and binding on the contractor.

6. LIABILITY OF THE CONTRACTOR:

- (i) As per NIT, supplier has to Supply the medicines within same day or next working day as and when intimation/delivery order given by BHEL R & D Dispensary.
- (ii) Packing Supplies: Medicines are required to be supplied in original packing of the manufacturer and in approximately nearest to the total quantity demanded as per the BHEL R&D.
- (iii) Quality and quantity of Medicines and repercussions on its non-maintenance; in case it is found that any particular medicine supplied is substandard and spurious or beyond the expiry period, contractor is liable to be blacklisted for a period of 5 years besides any other appropriate legal actions as admissible under the law.
- (iv) Shelf Life Period: The life of medicines to be supplied, at the time of supply, should not be less than Twelve (12) months before end of expiry period. (Unless concerned BHEL authority asks (in writing) vendor to supply certain quantity with short expiry, (to overcome emergency situation). For medicine items which have shelf life of less than 1 year, have to be supplied within 3months of their manufacturing date.

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 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

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For BHEL Corp. R & D

Authorized Signatory
M/s (Bidder name)

recover an amount equal to purchase order value of disposed off items. The amount may be recovered from the security deposit or the respective vendors bills.

The contractor shall furnish a declaration that the medicines supplied is the best quality and in accordance with the specifications and if the medicines are found that they are not as per the descriptions, the same can be rejected.

7. BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.

In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:

(i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.

(ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL R & D or any other units of BHEL.

(iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.

(iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.

This is without prejudice to any other action as may be deemed fit by BHEL. BHEL reserve right to recover damages on account of levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc as per provisions of the contract.

8. SHORT CLOSE OF CONTRACT:

BHEL, Corp. R&D Management deserves the right to short close the medicine contract with THREE months' notice in writing.

The contract shall be deemed completed if the contract value is consumed before expiry of period of contract/completion of period of contract.

9. ESTIMATED SALE:

The estimated value for two years Contract shall be Rs.4800000.00, excluding GST.

However, BHEL R&D will not confirm any obligation of meeting such targets. The target of sale may vary depending upon the requirement.

10. PRODUCTION OF BILLS:

The contractor shall present computer generated monthly consolidated GST complied bills at the time of delivery of medicines. The bill shall show in detail the supply made along with the details of the medicines.

Authorized Signatory
For BHEL Corp. R & D

Authorized Signatory
M/s (Bidder name)

The bill shall in details the supply made along with the details of the medicines.

11.PAYMENT TERMS:

The supplier shall claim the payments once a month by submitting monthly consolidated bills along with the necessary documents. 100 % Basic Value will be made by EFT/RTGS (with bank charges if any to supplier's account) on computer generated monthly consolidated GST complied bills within 30 days after receipt and acceptance of medicines duly certified by Medical In charge. GST will be reimbursed only after submission of proof of payment of GST to Government of India.

12.DELIVERY TERMS:

The Medicines as specified in the terms of tender documents are to be supplied as required on credit basis as per requirement on same day or next working day from the date of intimation/delivery order by the medical center BHEL R &D Hyderabad.

13.LD CLAUSE:

Required Medicines shall be supplied within delivery schedule from the date of intimation/delivery order by BHEL Corp. R&D dispensary.

Failure to supply the goods within the stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services shall be recovered.

14.FORCE MAJEURE

If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

Authorized Signatory
For BHEL Corp. R & D

Authorized Signatory
M/s (Bidder name)

15. GOVERNING LAW AND JURISDICTION

The Order/Contract shall be exacted and governed by the laws of India and the Court at Hyderabad alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

16. SETTLEMENT OF DISPUTES

If any dispute or difference of any kind whatsoever shall arise between BHEL and the Supplier/Vendor, arising out of the contract for the performance of the work whether during the progress of contract termination, abandonment or breach of the contract, it shall in the first place referred to Designated Executive for amicable resolution by the parties. Designated Executive (to be nominated by BHEL for settlement of disputes arising out of the contract) who within 60 days after being requested shall give written notice of his decision to the contractor.

Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the supplier/Vendor who shall proceed with the work with all due diligence, whether he or BHEL desires to resolve the dispute as hereinafter provided or not. If after the Designated Executive has given written notice of this decision to the party and no intention to pursue the dispute has been communicated to him by the affected party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the Supplier/Vendor being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be resolved through conciliation in terms of the BHEL Conciliation Scheme 2018 as per Conciliation Clause.

17. ARBITRATION AND CONCILIATION

i. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “Dispute”) shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure as per BHEL Conciliation Scheme 2018. 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 - “Procedure for conduct of conciliation proceedings” (as available in www.bhel.com).

ii. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided herein above or otherwise) 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 (hereinafter referred to as the ‘Dispute’), then, either Party may, refer the disputes to IAMC (International Arbitration and Mediation Centre,

Hyderabad) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the IAMC Rules.

iii. A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to IAMC. The Notice shall be addressed to the Head of the Unit, BHEL, executing the Contract and shall contain the particulars of all claims to be referred to arbitration with sufficient detail and shall also indicate the monetary amount of such claim including interest, if any.

iv. After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to IAMC and that dispute shall be adjudicated in accordance with IAMC Arbitration Rules. The matter shall be adjudicated by a Sole Arbitrator who shall necessarily be a Retd Judge having considerable experience in commercial matters to be appointed/nominated by IAMC. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the IAMC Rules. The decision of the party invoking the Arbitration for reference of dispute to IAMC for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter.

v. The fee and expenses shall be borne by the parties as per the IAMC rules. The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be Hyderabad.

vi. Notwithstanding any reference to Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.

vii. It is agreed that Mechanism of resolution of disputes through arbitration shall be available only in the cases where the value of the dispute is less than Rs. 10 Crores.

viii. In case the disputed amount Claim, Counter claim including interest is Rs. 10 crores and above, the parties shall be within their rights to take recourse to remedies other than Arbitration, as may be available to them under the applicable laws after prior intimation to the other party. Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

ix. In case, multiple arbitrations are invoked (whether sub-judices or arbitral award passed) by any party to under this contract, then the cumulative value of claims (including interest claimed or awarded) in all such arbitrations shall be taken in account while arriving at the total claim in dispute for the subject contract for the purpose of clause.

x. Disputes having cumulative value of less than 10 crores shall be resolved through arbitration and any additional dispute shall be adjudicated by the court of competent jurisdiction.

xi. Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable. All matters relating to this Contract and arising out of invocation of Arbitration clause are subject to the exclusive jurisdiction of the Court(s) situated at Hyderabad and shall be governed by, interpreted and construed in accordance with laws of India applicable therein, other than rules governing conflicts of laws.

xii. Work under the agreement shall be continued by Contractor during the arbitration proceeding unless otherwise directed in writing by BHEL, or unless the matter is such that the work cannot be continued until the decision of the arbitrators or the umpire as the case may be, is obtained and save as those which are otherwise expressly provided in the agreement.

Name of the Contact Persons for coordination at BHEL:

1. Dr. CH Venkata Srinivas, Sr. Mgr (Medical Superintendent), Ph. NO. 04023889805, 9989122689
2. Shri. V Jagannada Joshi, Dy Engineer (Medical) Phone No: 040 2388 6805

Name of the Contact Persons for coordination at M/s(Bidder name):

- 1.
- 2.

**Authorized Signatory
For BHEL Corp. R & D**

Date:

Name:

Designation:

WITNESS:

- 1.
- 2.

**Authorized Signatory
M/s (Bidder name)**

Date:

Name:

Designation:

WITNESS

- 1.
- 2.