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**MATERIALS MANAGEMENT**  
**BHARAT HEAVY ELECTRICALS LIMITED, JHANSI**

TENDER ENQUIRY NO:

DATE: 02.11.2024

*All pages of this document have to be signed (with seal and stamp of bidder) as an acceptance of the terms and conditions of this tender*

**SUB: TENDER DOCUMENT FOR PURCHASE OF NA MEDICINE(S) ON DAILY BASIS.**

**TERMS AND CONDITIONS:-**

Sealed Tenders are invited in two-part bid system, consisting of:

**Part I. Techno-Commercial Bid as per enclosed Format along with relevant documents as called.**

**Part II. Price Bid,**

In two separate sealed envelopes. Each sealed envelope shall be super-scribed with the type of bid (Technical-commercial or Price Bid), Tender Enquiry number and bidder's name. Both these envelopes should be submitted in a sealed envelope super scribing as under:

a	Enquiry No	E
b	Due date	
c	Bidder's Name	

**Due date & time of submission of Tender:** Open tender shall be done. Due date shall be minimum 21 days from the date of tender.

Suppliers are requested to quote in two-part bid system as explained above. Quotation submitted in single part bid will be rejected.

1	<b>Scope of Supply</b> Drugs/medicines prescribed of specified brand/ descriptions shall be supplied to BHEL Hospital, Jhansi on day-to-day basis at any time during the tenure of Framework Agreement (FA).
2	<b>Basis of Price</b> Supplier should quote discount in percentage on maximum retail price (MRP) i.e. price inclusive of taxes and duties as applicable on FOR BHEL Hospital, Jhansi.
3	<b>Pre-qualifying Requirement:</b>

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	The offer of bidders participating in the Open Tender shall be evaluated based on fulfilling of the pre-qualifying requirements mentioned in format of Part-1 Bid (Techno commercial bid) enclosed.																				
<b>A</b>	<b>Bidder(s) to submit following documents -</b>																				
(I)	Self-Certified Copy of PAN (Permanent Account No.)																				
(II)	Self-Certified Copy of valid Registration No. under GST																				
(III)	Self-Certified Copy of valid Drug License / Registration No. under Drug Act. Drug License should be live within the validity period of the bid submitted and & in case of expiry of the license vendor should renew the same immediately with an intimation to BHEL.																				
(IV)	An undertaking on the letter head with following details: - <ol style="list-style-type: none"> <li>1. Address of the Registered office / Operation Office within 35 KM periphery of BHEL Jhansi.</li> <li>2. Active contact numbers Mobile Number.</li> <li>3. Active Email id.</li> </ol>																				
<b>B</b>	<b>Experience: -</b>																				
	<p>Bidders should have experience of having supplied "Medicines (henceforth called "Goods") to Any Organization.</p> <p><b>Minimum Quantum-</b> Should have supplied "Goods" of worth Rs. 3.0 Lakhs annually on an average basis in past seven years, one month prior to date of issue of tender in the following table:</p> <table border="1"> <thead> <tr> <th>Customer Name</th><th>Order No. &amp; Date</th><th>Amount in Rs</th><th>Order, Tax Invoice No., TC No. &amp; Date</th><th>Remark, if any</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>As an evidence of the above information, the bidder to attach the documentary proof.</p> <p>Purchase order copy / GST invoice against the above purchase order in support of details in the above table.</p>	Customer Name	Order No. & Date	Amount in Rs	Order, Tax Invoice No., TC No. & Date	Remark, if any															
Customer Name	Order No. & Date	Amount in Rs	Order, Tax Invoice No., TC No. & Date	Remark, if any																	
5	<b>Security Deposit</b> The successful bidder shall be required to furnish security deposit before start of the contract, in favor of M/s BHARAT HEAVY ELECTRICALS LIMITED, JHANSI in the form of Fixed Deposit Receipt/ EFT. The Security Deposit shall be 1% of contract value.																				
6	<b>Payment Term:</b> 100% payment within 30 days of receipt & acceptance of medicines at BHEL Hospital, Jhansi. Subjected to submission of clear bills against supply.																				
7	<b>Validity of Contract.</b>																				

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	24 months from the date of award of contract, it may be extended for 03 months with mutual understanding.
8	<p><b>Demand of goods/Medicines</b></p> <p>Purchase order for supply of medicine will be sent through email at the registered email id of the vendor and the vendor has to be make available the required medicine in BHEL HOSPITAL within 24 hours of the date &amp; time mentioned in the purchase order. Physical copy of purchase order shall be provided to the vendor later on however, vendor need not to wait for the physical copy of purchase order for supplying the medicine.</p> <p>Normally Purchase Order of required medicines will be issued by BHEL Jhansi by 01:00 PM of every working day. The same will be sent to supplier through e-mail/What's-up and vendor shall have to deliver the medicines by 01:00 PM of next working day.</p> <p>In case of failure to supply the medicines within the stipulated time. BHEL reserve the right to procure the material from elsewhere on the cost of the vendor. Further the recovery shall be done from the pending bills of the vendor and further default by the vendor for consecutive two times in a row he shall not be given order for future supplies.</p>
(a)	Tablets/Capsules are to be supplied in strips only bearing MRP, expiry date and batch number along with the quality certificate from the manufacturer. The same should be clearly mentioned in the cash memo/ bill as well.
(b)	Supplier has to submit three copies of bills along with the medicines. Payment of Clear bills will be released within 30 days of supply and acceptance of the material at BHEL Hospital, Jhansi.
(c)	In case of medicines required for serious/ICU patients, emergency supply will have to be made immediately /round the clock, the supplier will be informed telephonically regarding such requirements.
(d)	For any clarification, the supplier may consult In-charge Stores /Purchase on same day.
(e)	Supplier must clearly mention in bill, the pack of Bottles/ Tubes/Injection etc.
(f)	Name of the Drug Manufacturers must be written clearly on the bill.
(g)	Validity of quotation should be for 120 days from the date of opening of the bid.
(h)	Supplies may be asked from any of the suppliers at any time /for any period depending upon prevailing situation at that time in the hospital.
9	<p><b>Liquidated damage (L.D)-</b></p> <p>Not applicable as late delivery of medicines not acceptable.</p>
10	<b>Quality</b>

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	The booked material should be of standard good quality and from WHO GMP certified reputed known firms. The material will be rejected, if not found as per specifications. WHO GMP Certificate to be provide on demand of particular medicines.																
11	<b>Certification of Price</b> Supplier must certify on the bills that the rates charged, are as per company's printed price allowing agreed percentage of discount. In case latter on it is found that the rates have been forged than action will be taken against the party as per BHEL Policy and same shall be acceptable to the vendor.																
12	The Framework Agreement, if awarded shall be under constant performance review and may be terminated, if not found satisfactory. Security Deposit shall be forfeited.																
13	BHEL reserves the right to cancel/ short close the Framework Agreement (FA) at any time at its discretion without assigning any reason.																
14	BHEL also reserves the right to purchase part/full quantity.																
15	<b>Distribution of Contract</b> To maintain continuity in supply, Contract may be established with two suppliers, wherein quantity/value distribution between L-1 & L-2 would be in the ratio shown in below table subject to acceptance of L-1 discount offered along with terms & conditions. <table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <th>No of vendor(s)</th><th>L1</th><th>L2</th><th>Total</th></tr> <tr> <td>1</td><td>100</td><td></td><td>100</td></tr> <tr> <td>2</td><td>70</td><td>30</td><td>100</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </table> <p>In case of L2 bidder does not accept counter of L1 discount, further counter offering will be done to get two venders, if we do not get t venders than FA of 100% value will be finalized with L1 vender.</p> <p>Wherever it comes to notice that the vender is not performing on delivery or quality, or not executing the order, suitable penal action shall be taken against the defaulting vender(s) as per guidelines of the Company.</p>	No of vendor(s)	L1	L2	Total	1	100		100	2	70	30	100				
No of vendor(s)	L1	L2	Total														
1	100		100														
2	70	30	100														
16	The FA shall be entered for value of medicines, which may be asked to supply at any time during the period of FA.																
17	BHEL also reserves the right to reduce/increase the quantity.																
18	Any offer, which is not in compliance with above terms and conditions of the tender, are liable to be rejected.																
20	Price bid (Part II bid) of only those bidders shall be opened, whose techno-commercial offer (Part I bid) is acceptable & is in line with our tender terms & conditions.																
21	The L1 supplier shall be decided based on highest discount offered on <b>MRP mentioned in clause 2 above.</b>																

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22	Vendor to take back the rejected medicines from BHEL Hospital premises at their cost. Rejected medicines will be treated as non-delivery of medicines and suitable recovery equivalent .5% per week or part thereof will made from pending bills of the vendor for the period starting from the date of supply of medicine to date of intimation of rejection.
23	Bids of the vendors whose performance was not satisfactory in previous framework agreement no. <u>PUR/58022001</u> shall not be considered for evaluation in this enquiry. For these respective bidders has to enclose satisfactory performance declaration from the BHEL hospital along with the bids. This condition is applicable for bidders with whom BHEL hospital has entered into referred framework agreement.
24	<b>In case of any disputes:</b> - For force Majeure, Settlement of dispute, Conciliation and Arbitration etc. please read the attached documents/procedure on the annexure-1-Page(1-7)

*02/11/24*

Date:

(Signature of Bidder with Seal)

Tender committee.

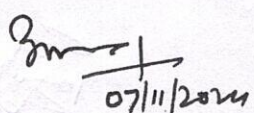
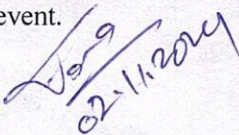
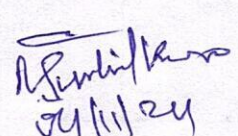
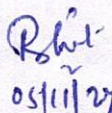
*Sushil Kumar*  
04/11/24  
Dr. Sushil Kumar (Sr. Mgr.-Medical)

*Rohit Jain*  
05/11/24  
Rohit Jain (Mgr.-MM)

*Md. Aftab Alam*  
07/11/24  
Md. Aftab Alam (Sr. Mgr.-HR)

*Shailendra Tripathi*  
09/11/24  
Shailendra Tripathi (Sr. Mgr.-Finance)



13.0	FORCE MAJEURE
	<p>13.1 "Force Majeure" shall mean circumstance which is:</p> <ul style="list-style-type: none"> <li>a) beyond control of either of the parties to contract,</li> <li>b) either of the parties could not reasonably have provided against the event before entering into the contract,</li> <li>c) having arisen, either of the parties could not reasonably have avoided or overcome, and</li> <li>d) is not substantially attributable to either of the parties And Prevents the performance of the contract,</li> </ul> <p style="text-align: center;">Such circumstances include but shall not be limited to:</p> <ul style="list-style-type: none"> <li>i) War, hostilities , invasion, act of foreign enemies.</li> <li>ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war.</li> <li>iii) Riot, commotion or disorder by persons other than the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>iv) Strike or lockout not solely involving the contractor's personnel and other employees of the contractor and sub-contractors.</li> <li>v) Encountering munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the contractor's use of such munitions, explosives, radiation or radio- activity.</li> <li>vi) Natural catastrophes such as earthquake, tsunami, volcanic activity, hurricane or typhoon, flood, fire, cyclones etc.</li> <li>vii) Epidemic, pandemic etc.</li> </ul> <p>13.2 The following events are explicitly excluded from Force Majeure and are solely the responsibilities of the non-performing party: a) any strike, work-to-rule action, goslow or similar labour difficulty (b) late delivery of equipment or material (unless caused by Force Majeure event) and (c) economic hardship.</p> <p>13.3 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within 15 (fifteen) days after the occurrence of such event.</p> <p>13.4 The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended by a period of time equal to period of delay caused due to such Force Majeure event.</p> <div style="text-align: right; margin-top: 20px;">  07/11/2024   02-11-2024   04/11/24   05/11/24 </div>



	<p>13.5 Delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall not</p> <ul style="list-style-type: none"> <li>i) Constitute a default or breach of the Contract.</li> <li>ii) Give rise to any claim for damages or additional cost expense occasioned thereby, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</li> </ul> <p>13.6 BHEL at its discretion may consider short closure of contract after 1 year of imposition of Force Majeure in line with extant guidelines. In any case, Supplier/Vendor cannot consider deemed short-closure after 1 year of imposition of Force Majeure</p>
14.0	Settlement of Dispute
	<p>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 Engineer for amicable resolution by the parties. Designated Engineer ( 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.</p> <p>If after the Designated Engineer 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 Clause 14.1</p>
14.1	CONCILIATION
	<p>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 <a href="http://www.bhel.com">www.bhel.com</a>)).</p> <p>Note:</p>

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	Ministry of Finance has issued OM reference No. 1/2/24 dated 03.06.2024 regarding "Guidelines for Arbitration and Mediation in Contracts of Domestic Public Procurement. In the said OM it has been recommended that Government departments/ Entities/agencies are to encourage mediation under the Mediation Act. 2023. The said Act has not yet been notified by the Government. Therefore, the clause "Settlement of Disputes" shall be modified accordingly as and when the Mediation Act 2023 gets notified.
14.2 1	ARBITRATION
	<p>14.2.1 Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 14.1 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 Arbitral Institution ( to be identified by the contract issuing agency (eg. "IIAC" (India International Arbitration Centre) for Delhi/NCR offices) and such dispute to be adjudicated by Sole Arbitrator appointed in accordance with the Rules of said Arbitral Institution.</p> <p>14.2.2 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 &amp; Conciliation Act, 1996 (hereinafter referred to as the 'Notice') before referring the matter to arbitral institution. The Notice shall be addressed to the Head of the Region, Power Sector/ 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.</p> <p>14.2.3 After expiry of 30 days from the date of receipt of aforesaid notice, the party invoking the Arbitration shall submit that dispute to the Arbitral Institutions..... ( to be identified by the contract issuing agency) and that dispute shall be adjudicated in accordance with their respective 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 the respective institution. The cost/expenses pertaining to the said Arbitration shall also be governed in accordance with the Rules of the respective Arbitral Institution. The decision of the party invoking the Arbitration for reference of dispute to a specific Arbitral institution for adjudication of that dispute shall be final and binding on both the parties and shall not be subject to any change thereafter. The institution once selected at the time of invocation of dispute shall remain unchanged.</p> <p>14.2.4 The fee and expenses shall be borne by the parties as per the Arbitral Institutional rules.</p>

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	<p>14.2.5 The Arbitration proceedings shall be in English language and the seat and venue of Arbitration shall be ( to be identified by the contract issuing agency) .....( i. e. New Delhi for Delhi/NCR based Units).</p> <p>14.2.6 Subject to the above, the provisions of Arbitration &amp; 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.....( i. e. New Delhi for Delhi/NCR based Units).</p> <p>14.2.7 Notwithstanding any reference to the Designated Engineer or Conciliation or Arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree. Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.</p> <p>14.2.8 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.</p> <p>14.2.9 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.</p> <p>14.2.10 In case, multiple arbitrations are invoked (whether sub-judice 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 14.2.9. 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.</p> <p>14.2.11 In case of Contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable:</p> <p>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 &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD (Administrative Mechanism for Resolution</p>
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05/11/24

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04/11/24

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	of CPSEs Disputes) as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 1412-2022 as amended from time to time.
14.3	NO INTEREST PAYABLE TO CONTRACTOR
	Notwithstanding anything to the contrary contained in any other document comprising in the Contract, no interest shall be payable by BHEL to Contractor 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 Contractor whether under the Contract or otherwise.
15.0	JURISDICTION
	This contract shall be governed by the Law for the time being in force in the Republic of India. Subject to clause ..... of this contract, the Civil Court having original Civil Jurisdiction at Delhi for PSNR/ Kolkata for PSER/ Nagpur for PSWR/ Chennai for PSSR, shall alone have exclusive jurisdiction in regard to all matters in respect of the Contract.
16.0	BREACH OF CONTRACT, REMEDIES AND TERMINATION
	<p>16.1 BREACH OF CONTRCAT: The following shall amount to breach of contract:</p> <ol style="list-style-type: none"> <li>Non-supply of material/ non-completion of work by the Supplier/Vendor within scheduled delivery/ completion period as per contract or as extended from time to time.</li> <li>The Supplier/Vendor fails to perform as per the activity schedule and there are sufficient reasons even before expiry of the delivery/ completion period to justify that supplies shall be inordinately delayed beyond contractual delivery/ completion period.</li> <li>The Supplier/Vendor delivers equipment/ material not of the contracted quality.</li> <li>The Supplier/Vendor fails to replace the defective equipment/ material/ component as per guarantee clause.</li> <li>Withdrawal from or abandonment of the work by the Supplier/Vendor before completion as per contract.</li> <li>Assignment, transfer, subletting of Contract by the Supplier/Vendor without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.</li> <li>Non-compliance to any contractual condition or any other default attributable to Supplier/Vendor.</li> <li>Any other reason(s) attributable to Vendor towards failure of performance of contract. In case of breach of contract, BHEL shall have the right to terminate the Purchase Order/ Contract either in whole or in part thereof without any compensation to the Supplier/Vendor.</li> <li>Any of the declarations furnished by the contractor at the time of bidding and/ or entering into the contract for supply are found untruthful and such declarations</li> </ol>

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were of a nature that could have resulted in non-award of contract to the contractor or could expose BHEL and/ or Owner to adverse consequences, financial or otherwise.

- x. Supplier/Vendor is convicted of any offence involving corrupt business practices, antinational activities or any such offence that compromises the business ethics of BHEL, in violation of the Integrity Pact entered into with BHEL has the potential to harm the overall business of BHEL/ Owner.

Note- Once BHEL considers that a breach of contract has occurred on the part of Supplier/Vendor, BHEL shall notify the Supplier/Vendor by way of notice in this regard. Contractor shall be given an opportunity to rectify the reasons causing the breach of contract within a period of 14 days.

In case the contractor fails to remedy the breach, as mentioned in the notice, to the satisfaction of BHEL, BHEL shall have the right to take recourse to any of the remedial actions available to it under the relevant provisions of contract.

#### 16.2 REMEDIES IN CASE OF BREACH OF CONTRACT.

- i. Wherein the period as stipulated in the notice issued under clause 14.1 has expired and Supplier/Vendor has failed to remedy the breach, BHEL will have the right to terminate the contract on the ground of "Breach of Contract" without any further notice to contractor.
- ii. Upon termination of contract, BHEL shall be entitled to recover an amount equivalent to 10% of the Contract Value for the damages on account of breach of contract committed by the Supplier/Vendor. This amount shall be recovered by way of encashing the security instruments like performance bank guarantee etc available with BHEL against the said contract. In case the value of the 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 Supplier/Vendor, retention amount, from the money due to the Supplier/Vendor etc. with BHEL) or the other legal remedies shall be pursued.
- iii. wherever the value of security instruments like performance bank guarantee available with BHEL against the said contract is 10% of the contract value or more, such security instruments to the extent of 10% contract value will be encashed. In case no security instruments are available or the value of the security instruments available is less than 10% of the contract value, the 10% of the contract value or the balance amount, as the case may be, will be recovered in all or any of the following manners:
- iv. In case the amount recovered under sub clause (a) above is not sufficient to fulfil the amount recoverable then; a demand notice to deposit the balance amount within 30 days shall be issued to Supplier/Vendor.

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Amil Kumar  
07/11/24

R. hit  
05/11/24

06/11/24

07/11/24

S. Prasad  
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# Annexure-1

- v. If Supplier/Vendor fails to deposit the balance amount within the period as prescribed in demand notice, following action shall be taken for recovery of the balance amount:
- a. from dues available in the form of Bills payable to defaulted Supplier/Vendor against the same contract.
  - b. If it is not possible to recover the dues available from the same contract or dues are insufficient to meet the recoverable amount, balance amount shall be recovered from any money(s) payable to Supplier/Vendor under any contract with other Units of BHEL including recovery from security deposits or any other deposit available in the form of security instruments of any kind against Security deposit or EMD.
  - c. In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier/Vendor.
- vi. It is an agreed term of contract that this amount shall be a genuine pre-estimate of damages that BHEL would incur in completion of balance contractual obligation of the contract through any other agency and BHEL will not be required to furnish any other evidence to the Supplier/Vendor for the purpose of estimation of damages.
- vii. In addition to the above, imposition of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.

Note:

1) The defaulting Supplier/Vendor shall not be eligible for participation in any of the future enquiries floated by BHEL to complete the balance work. The defaulting contractor shall mean and include:

- (a) In case defaulted Supplier/Vendor is the Sole Proprietorship Firm, any Sole Proprietorship Firm owned by same Sole Proprietor.
- (b) In case defaulted Supplier/Vendor is The Partnership Firm, any firm comprising of same partners/ some of the same partners; or sole proprietorship firm owned by any partner(s) as a sole proprietor.

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