



Bharat Heavy Electricals Limited
(Seamless steel Tube Plant)
Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE: SUPPLY OF Ceramic fibre Board		Phone: +91 431 257 8578 Email mpanneer@bheltry.co.in Web : <u>www.bhel.com</u>
Reference Number: 9631700003E	Date: 12.04.2017	Due date for submission of application: 22.04.2017

Annexure-E - Important Note to New Vendors (thro' web Viewers)

This tender is floated thro' E-procurement site and who ever had the digital signature only be quoted for this tender and PLEASE CLICK THIS LINK TO TAKE YOU TO THE PROCUREMENT SITE <https://bheleps.buyjunction.in>, Direct offers by post or courier will not be accepted.

The new vendors will be required to furnish the following documentary proof/ information along with their offers:

1. Certificate of registration (copy of certificate to be submitted).
Vendor should have experience in manufacturing this type of Ceramic fibre board and proof of PO copies for the same. Also should have the manufacturing facilities for the same material and details shall be sent along with Technical bid.
2. Banker's information (copy of bank pass book first page to be submitted).
3. MSME vendor certificate (if applicable).
4. Address of your organization (complete postal address with PINCODE).
5. Contact person's Phone No. /Mobile No. / FAX No. /E-mail ID.
6. Statutory documents – VAT / TIN / EXCISE REGISTRATION / CST REGN / SERVICE TAX REGISTRATION etc. (copy to be furnished)
7. NSIC/SSI Certificate (if applicable)
8. ISO Certificate (if applicable)
9. Experience certificate as proof of supply of similar items to any Govt. agencies / PSU / Organisations (copy of PO's to be furnished).
10. Audit Report/ IT Return (if applicable)
11. Agency agreement with manufacturer (if applicable)
12. Partnership Deed (if applicable).

If the new vendors fail to submit the above documentary proof/information, their offers will not be considered for this enquiry.

Sr. Purchase Officer / Purchase /SSTP
Phone: 0431-257 8578.
Mail: mpanneer@bheltry.co.in

IMPORTANT NOTE TO TENDERERS
(FOR INDIGENOUS & OVERSEAS SUPPLIERS)

This Tender is floated on TWO–BID System. Tenders are requested to submit their offers in TWO-BIDS (Part I: Un priced bid and Part II: Price Bid) separately.

1. **Part I: UN PRICED BID:** (Complete with technical & Commercial conditions as per enquiry The Tenderer should confirm their acceptance / comments to the Enquiry along with other commercial Terms & Conditions of the Tender. In case any deviation is taken by the Tenderer from the Tender requirements, it is to be clearly indicated in the offer with reference to the particular clause. If such deviations are not explicitly indicated in the offer, it will be construed by BHEL that the Tenderer is complying with Annexure Clause(s), Commercial terms & conditions and other conditions in full.
2. **Part II: PRICE BID:** Price (with break-up details wherever required) to be indicated.
3. **Both Un priced Bid and Price Bid is** to be submitted before 1400 hours (Indian Time) on tender Due Date.
7. Unpriced Bid shall only be opened on the Tender Due Date mentioned in the Tender online.
8. After opening the Unpriced Bid, they shall be evaluated by BHEL for their suitability. BHEL shall hold discussions with the responded Tenderers on the Technical and Commercial terms and freeze the terms & conditions of the offer. These frozen technical specifications will be communicated to responded tenderers.
9. BHEL shall offer opportunity to the responded and technically / commercially suitable Tenderers, to submit their latest Price Bid/ Impact of prices, if any in line with the frozen technical, Commercial, delivery conditions.
10. This latest Price Bid & the Impact of prices for the frozen technical specifications submitted by the Tenderers will be opened. Based on the above, the ranking of the Tenderers shall be made and accordingly the Tender shall be finalized.

Important Note to MSE Vendors

1. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
2. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.
3. 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.
4. MSE suppliers can avail the intended benefits only if they submit along with 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 along with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Certificate by Chartered Accountant

This is to Certify that M/S,
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part—II).....dtd:.....,

Category: (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on
date as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises: Investment in plant and machinery** (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.5.0.1722(E) dated October 5, 2006:

Rs. Lacs

2. **For Service Enterprises: Investment in equipment** (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs. Lacs

The above investment of Rs Lacs is within permissible limit of

Rs Lacs for Micro / Small (Strike off which is not applicable)

Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

Annexure – B.
Technical Conditions

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

:

Sl.No.	Technical Requirement	Accepted
B1.	To supply of Materials as per Tender Specifications without any deviation.	
B2.	Test certificate for material chemistry & Dimension report shall be sent along with supply.	
B3.	To supply of materials with suitable preservation and packing.	
<u>Deviations, if any (attach additional sheet, if reqd) :</u>		

Signature with Date	Seal

Annexure – C.

Commercial Conditions

Vendor Code:	Vendor Name:	
Tender No.:	Tender Date:	Tender Due Date:

Sl.No.	Commercial Terms		Accepted						
C1.	<u>Delivery Terms :</u> Free delivery at BHEL/SSTP Stores.								
C2.	<u>Payment :</u> 100% after 45 days after receipt and acceptance of materials by BHEL								
C3.	<u>LIQUIDATED DAMAGES:</u> It is clearly understood among the parties to the Contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore, the delivery of the goods specified in the Purchase Order shall be made within the time prescribed. Where the Seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point five Percent) of the value of goods delayed, per week of delay, subject to a maximum of 10% (Ten Percent) or part thereof, will be levied without prejudice to any other relief or compensation due to the Purchaser under any other conditions of the Contract. <u>RISK PURCHASE:</u> Alternatively, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase elsewhere at the risk and cost of Seller, either the whole of the goods or any part, which the Seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned above.								
C4.	<table><tr><td colspan="2"><u>Delivery Period :</u></td></tr><tr><td>Delivery from PO Date</td><td>Enq. Sl.No 1 & 2</td></tr><tr><td>15 Days</td><td>All Quantity</td></tr></table>		<u>Delivery Period :</u>		Delivery from PO Date	Enq. Sl.No 1 & 2	15 Days	All Quantity	
<u>Delivery Period :</u>									
Delivery from PO Date	Enq. Sl.No 1 & 2								
15 Days	All Quantity								
C5.	<u>Validity – 60 Days from the date of Tender Opening.</u>								
<u>Deviations if any (attach additional sheet, if required) :</u>									

Sl.No.	Commercial Terms	
C6.	a. Excise Duty Tariff Heading	
	b. Excise Duty (%)	
	c. CESS on ED (%)	
	d. Total of ED and CESS (%)	
C7	a. TVNAT (%)	
	b. CST (%)	
	c. TIN No & PAN No.	
C8.	Other Cost (if any) - % (or) Rs.	
C9	Are you Micro/Small/Medium Industry? (If YES, please furnish MSM Regn.No., along with a copy of MSM Certificate) to consider	YES / NO MSM No. MSM Certificate enclosed(Yes/NO)
C10.	Contact detail Name Mobile No. Mail Id	

Signature with Seal & Date :

TERMS AND CONDITIONS OF ENQUIRY

1.0 OFFER

1.1 Each Tender shall be sent in double cover. Inner cover shall be sealed with Tenderer's distinctive seal and super scribed with correct Enquiry No. and Enquiry Due Date. The Outer cover shall only bear the address of this Office and shall not have any indication that a Tender is within. Two or more Offers shall not be sent in one cover but the Offer against each Enquiry shall be sent separately to avoid confusion. Tender shall not be addressed to any individual's name but only by Designation.

1.2 Tenders shall be free from CORRECTION AND ERASURES Corrections. If any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between the amount quoted in words and figures, amount quoted in words shall prevail.

1.3 Rate(s) shall be net F.O.R./BHEL-SSTP STORES, inclusive of risk in transit and remain valid for 60 days from the Enquiry Due/other Taxes/Duties.

1.4 If any Sales Tax and/ or Excise Duty and/ or other Taxes/Duties is/are payable as extra to the quoted Rate, it shall be specifically stated in offer, failing which the Purchaser will not be liable for payment of Sales/Excise Duty/other Taxes/Duties.

1.5 No voluntary revision of prices will be entertained after opening the Tender(s).

1.6 Manufacturer's Name, Trade Mark or Patent No., if any, shall be specified. Illustrative leaflets giving technical particulars are required along with the Offer, wherever necessary.

1.7 Products with I.S.I. Certification Marks will be preferred.

1.8 The Purchaser shall be under no obligation to accept the Lowest Tender or any other Tender. The Purchaser shall be entitled to accept or reject any Tender, in part or full, without assigning any reason whatsoever.

1.9 The Purchaser also reserves the right to allow the Purchase Preference Facilities to the Public Enterprises, as admissible under Government Policy and Amendments thereto from time to time.

1.10 BHEL reserves the right to increase or decrease the Tender Quantity and split the Tender Quantity among more than one Tenderer and place Orders accordingly in proportion, based on commitment, requirement and Supplier's capability in terms of delivery and quality.

1.11 Lowest Rate received against Tender(s) need not be the technically acceptable L-1 Rate and BHEL reserves the right not to consider the same.

1.12 BHEL reserves the right to negotiate or re-float the opened Tender, if L-1 rate is not the lowest acceptable rate to them, inter-alia other reasons.

1.13 BHEL reserves the right to negotiate the L-1 Rate.

1.14 BHEL may order more than one Vendor at the lowest acceptable Rate.

2.0 **SAMPLES:** Wherever possible, samples shall be submitted separately whether specifically requested or not, so as to reach the Purchaser on or before the Enquiry Due Date. They shall be clearly marked with the Enquiry No. and Enquiry Date, on the cover to facilitate identification.

3.0 **PACKING AND MARKING:** The Seller shall arrange for securely protecting and packing the stores to avoid loss or damage during transit.

4.0 **TERMS OF PAYMENT:** 100% Payment will be made after 45 days of receipt & acceptance of materials at BHEL. Wherever required by the Purchaser, the successful Tenderer must send the Operation and maintenance Manual(s), Test Certificate(s), Drawing(s) etc., for the materials ordered, along with the materials and a statement to that effect shall be made in the invoice. Failure to comply with this provision, will result in delay in payment of the Bill(s), Goods dispatched either by V.P.P. or routing the documents through Bank, will not be accepted unless agreed to by the Purchaser.

5.0 **LIQUIDATED DAMAGES:** It is clearly understood among the parties to the Contract that TIME IS THE ESSENCE OF THE CONTRACT. Therefore, the delivery of the goods specified in the Purchase Order shall be made within the time prescribed. Where the Seller supplies or despatches the goods, beyond the delivery period specified, and the Purchaser will have no obligation to accept the goods. If accepted, Liquidated Damages at the rate of 0.5% (Zero point five Percent) of the order value , per week of

delay, subject to a maximum of 10% (Ten Percent) or part thereof, will be levied without prejudice to any other relief for compensation due to the Purchaser under any other conditions of the Contract.

6.0 RISK PURCHASE: Alternatively, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase elsewhere at the risk and cost of Seller, either the whole of the goods or any part, which the Seller has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available the best and nearest available substitute thereof. The Seller shall be liable for any loss, which the Purchaser may sustain by reason of such Risk Purchase(s), in addition to penalty at the rate mentioned in Clause No.05 above.

7.0 CENVAT CREDIT:

7.1 Please explicitly indicate the following in the Offer to enable us to avail CENVAT Credit.

7.1.2 Central Excise Chapter Heading Number, under which the goods will be cleared and Present Rate of Excise Duty.

7.2 In the event of an Order being placed, Excise Duty will be reimbursed only based on the Duplicate Copy EXCISE INVOICE (Transporters Copy), Seller shall take acknowledgement from the authorized personnel/transporter, while delivering the goods, for having handed over the above Duplicate Copy.

7.3 If the Seller is a First Stage Dealer/Second Stage Dealer/Depot/Consignment Agent/Importer/Importer-Agent, the Seller has to confirm that he will be following the procedures in terms of the provisions of Central Excise Rules-2002 to enable BHEL to avail CENVAT Credit, under CENVAT Credit Rules-2002.

7.4 All the time of submission of Invoice(s), the Seller is required to furnish the following Certificate.

The Amount of Rs. (Rupees in words.) claimed as CENVAT in the Bill is in accordance with the provisions of the Rules in all respects and that the same has been paid to the Central Excise Authorities in respect of the materials covered by the Bill.

8.0 GENERAL: Any other conditions which might have been quoted by the Seller and are in contravention to the Terms prescribed in the Tender/Order and which have not been specifically accepted by the Purchaser, will not be applicable to the Contract and BHEL's standard Terms and Conditions shall only be applicable.

9.0 IMPORTANT NOTE:

9.1 In the event of quoting Packing and Forwarding charges extra in the offer, the Packing charges and Forwarding charges shall be separately quoted and shall not be combined. Also please note that no Excise Duty and Sales Tax shall be payable on Forwarding charges. In case this is not complied with, corresponding Excise Duty and Sales Tax on packing charges will not be paid.

9.2 Tenderer is requested to furnish all the details called for in the Tender. In case any required data/information is / are not furnished in the Offer, Purchaser reserves the right to assume the same for the purpose of evaluation/comparison and decide the Tender accordingly.

10.0 Important Note to MSE Vendors:

10.1 20% of the tender quantity is earmarked for MSE suppliers in the tender.

10.2 Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be for procurement from MSE owned by SC/ST entrepreneurs.

10.3 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.

10.4 MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity five years from the date of issue with CA certificate (Format enclosed) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or Small) where the deemed validity of EM IIs over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission.

10.5 Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.



Annexure A

QUOTATIONS:

1.

a. Interested bidders / Suppliers shall submit their offer through e-Procurement mode at <https://bheleps.buyjunction.in>. Offers in any other mode will not be accepted.

For Enterprise Procurement System (EPS) Bidders/Suppliers are requested to follow these steps.

REQUIREMENTS

1. A PC with Internet connectivity.
2. DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)
3. The site is best viewed in Internet Explorer 9.0. If you are using Internet Explorer 10 or above then enable compatibility view available under Tools menu
4. Install Java 1.8 Update 67/72/79/77 (32 OR 64 Bit)

MANDATORY REQUIREMENT:

Suppliers interested for registration for BHEL Open Tenders should have a valid DSC (Digital Signature Certificate) before Proceeding forward for Registration. Herein a Valid DSC refers to an Active and unexpired Signing and Encryption Certificate, with specification Class III SHA 2 2048 bit.

UNREGISTERED SUPPLIER IN EPS:

Procedure for Online Registration in EPS for Open Tender Suppliers for BHEL

Please follow the below steps for registration

1. Click Register Button (Top of the Screen)
2. Please input your organization PAN No (in case of Indian supplier) or click "Foreign" in case you are an overseas Supplier.
3. Click on INTERESTED Button against the respective BHEL Unit
4. Key in your desired login id (Login Code should be 8 - 24 characters in length and can only use numeric values) If you have registered by keying in PAN No. then your desired login id will be prefixed by "OTI", In case of overseas suppliers it will be prefixed with "OTF"
5. Fill in the other details.
6. Fill in the Captcha code and click next
7. Register your Signing certificate and click next
8. Select atleast one procurement category you may be dealing in.

Once the above steps are completed, your profile will be activated by mjunction within 2 business hours. After registering follow the steps provided in "For Registered Supplier" to view RFQ.

In case of any assistance, please call the following nos for support:

033-6601 1717 (From 9:30am to 5:30pm)

NB:-

1 -- BHEL Administrator or user will have no role for approving Registration and Open Tenders and DSC for Any supplier who has registered himself from the front END which is in case of OT.

FOR REGISTERED SUPPLIER IN EPS:

- a. Supplier visits EPS home page
- b. Supplier signs in with their user id and password
- c. Selects the RFQ Code and views it.
- d. Attaches themselves to the RFQ by clicking the interested button
- e. Supplier fills the bid template and makes necessary attachments
- f. Supplier submits their bid by clicking CONFIRM.

In case of any assistance, please call the following Nos for support:

033-6601 1717 (From 9:30am to 5:30pm)

b. Bidders are requested to quote their offer price on F.O.R Destination (BHEL/Stores) basis only (The basic price of the material quoted in the bid should be inclusive of Packing, Forwarding, freight and transit insurance, etc.,). Ex-works offers will be summarily rejected without further clarification.

c. No charges shall be indicated as "Lumpsum" or "Approximate" in absolute value. All charges like taxes and duties should be clearly specified as "percentage" of the quoted rates.

d. If any sales tax is payable as extra to the quoted price should be specifically stated in quotations along with CST & TIN no failing which the purchaser will not be liable for payment of sales tax. Our TIN No. 33243560005 Dated. 01.01.2007, CST No.239383 Dtd.11.06.1991.

e. Manufacturer's name, trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.

f. Products with I.S.I. certification marks will be preferred.

g. The Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept in Part or full without assigning any reason whatsoever.

h. The bidder has to keep track of any changes by viewing the addendum / Corrigendum's issued by the Purchaser on time-to- time basis in the E-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

i. The user should complete all the processes and steps required for bid submission. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the processes and steps. BHEL and mjunction Services Ltd. will not be responsible for incomplete bid submission by users. Users may also note that the incomplete bids will not be saved by the system and are not available for the Purchaser for processing.

j. Before uploading scanned documents if any, the bidders shall sign on all the statements, documents, certificates uploaded by him, owning responsibility for their correctness / authenticity.

2. Offers should have a validity of minimum 90 days from the date of technical bid opening. The quoted/Finalized rates shall be Firm till completion of the supplies including amendment / deviation / extension if any in quantity / date.

3. On the due date of tender opening, only technical bids will be opened. The opened technical bids will be evaluated by us and clarifications required, if any, will be called for from the bidders on technical and commercial points. If no reply is received from the vendor for the clarification raised by BHEL with in the final cut-off date those vendors offer will be processed with the documents available / submitted against this tender. Offers not meeting the required specification and technical condition will be summarily rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

4. Ranking L-1, L-2 etc. shall be done for individual items for the techno-commercially acceptable offers on landed cost to BHEL, Trichy basis and BHEL reserves the right to place order for individual items with different vendors. In the event of more than one vendor becoming L1 for the item, the enquiry quantity will be shared equally among all the L1 vendors.

5. BHEL reserves the right to negotiate with L1 vendor or re-float the tender for items where, L1 price is not the lowest acceptable price; BHEL reserves the right to increase or decrease the tender quantity.

6. TERMS OF PAYMENT: Payment will be made after 45 days from the date of receipt and acceptance of materials at BHEL Trichy. Offers quoting for Advance payment / LC / thro bank payment will be rejected. Any deviation in the payment terms below 45 days shall attract loading as below.

Base rate of SBI (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) +6% will be considered for the loading for the period of relaxation sought by the bidder.

7. LD clause & Risk purchase clause are applicable.

(Any deviations in the LD shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value).

Single delivery schedule:

If the Supplier fails to deliver the P.O quantity within the period specified in the contract, then the Purchaser shall deduct liquidated damages, 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.

Staggered delivery schedule

In case of staggered delivery schedule, if the Supplier fails to deliver the quantity of any line item of the P.O within the period specified in that line item, Purchaser shall deduct Liquidated Damages, 0.5% of the undelivered portion per week delay or part thereof subject to maximum of 10% of the total order value

Liquidated Damages (LD): (Any deviations shall attract loading to the extent of relaxation sought to which it is not agreed by the bidder at offered value).

RISK PURCHASE: Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitutes therefor. The supplier shall be liable for any loss, which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in LD clause above.

8. CENVAT CREDIT: If any Excise Duty is payable, the Chapter Head / Sub -head reference and the rate of the duty should be quoted. If the tenderer is availing CENVAT credit for this input material, the effect of Proforma credit should be passed on to the purchaser. Tenderer under "CENVAT" shall be preferred. In case of ordering vendor should issue CENVAT invoice along with the material.

9. PACKING AND MARKING: The supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.

10. SPECIAL PROVISIONS FOR MICRO AND SMALL ENTERPRISES (MSE) BIDDERS:

i. 20% of the tendered quantity is earmarked for MSE suppliers in this tender.

ii. Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In event of failure of such Micro and Small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s.

iii. 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 equally.

iv. 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 in acknowledgement in EM II) or valid NSIC certificate or

EM II certificate along with attested copy of a CA certificate (Format enclosed as per Annexure I where deemed validity of EM II certificate of five years have 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). Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for the enquiry if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

v. In case of any change in the MSE status of the bidder, it shall be the responsibility of the bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and take necessary steps for suspension of the business dealing with the bidder as per the procurement policy of BHEL.

vi. In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like tendered items being a system, tendered quantity being low etc., then BHEL would not counter offer the L1 prices even though there may be MSE bidders within the +15% band of L1.

10.1

a. 20% of the tendered quantity is earmarked for MSE suppliers in this tender. The earmarked 20% quantity will be counter offered to the MSE vendors whose rate is within L1+15% band & up to H1 of MSE. In case of non-acceptance of the counter offering of 20% reservation to MSE vendors, the total tender quantity will be ordered as mentioned in 10.1 (c). For the balance 80% of the tendered quantity, BHEL reserves the right to order the tender quantity 100% on L1 vendor. Counter offering of L1 rate will not be made with any H1 vendor of Non-MSE

b. If L1 is from a Micro / Small enterprise, the 20% earmarking provision is not applicable.

c. If there is no response from MSE vendors the above split up of 10.1 (a) & 10.1 (b) will not be applicable and the total tender quantity will be share among l1 vendors.

d. In case of counter offering rate does not accepted by the L2 as well as L3 vendor, such counter offer quantity also will be ordered on L1 vendor.

11. Conditional offers are likely to be rejected.

12. The correspondences between the bidder and BHEL through email are considered as valid document legally though not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

13. Disclaimer Clause: Neither the Organization (Bharat Heavy Electricals Ltd.) nor the service provider (mjunction Services Ltd.) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

14. Bidders participating in the tender should declare in their technical bid whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments. The reasons for such action with details and

the current status of such hold shall be clearly furnished to BHEL. If no such details are mentioned in the offer, it will be construed that the bidder is not under any such hold. However, at a later date if it comes to the notice of BHEL about any such hold under enforcement, BHEL reserves the right to reject the offer at any point of time and also under any stage of the finalization of the tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably.

15. BHEL reserves the right to negotiate or re-float the enquiry opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.

16. The correspondence between the bidder and BHEL through email is considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and comes under the legal ambit of the business transaction and hence binding on both the parties.

17. In case of any quality rejection of materials, the supplier has to collect the materials at his own cost within the 10 days of rejection of advice. Otherwise the materials will be scrapped

18. Unloading at BHEL has to be done by the suppliers and BHEL will not be in a position to provide any handling / unloading facilities.

20. Bidders not confirming to the enquiry specifications will be disqualified