

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - FOSSIL BOILERS
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

PHONE :0431-2575731
GRAMS : BHARATELEC
FAX NO: 0431-2520719
E-mail: akumar@bheltry.co.in
Web:

Enquiry No	Enquiry Date	Due Date for Quotation
2611600132 - 29	29.11.2016	22.12.2016
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order. Bid should be submitted in two parts. 1.Techno-commercial bid (Part-I) and 2.Price bid(Part-II) in a separate sealed cover and both covers must be placed in a third cover and sealed. Our Enquiry No., Enq. date & Enq. Due date must be written on all three covers.		

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	560020092000 OXYGEN FLASH BACK ARRESTER FOR TORCH OXYGEN FLASH BACK ARRESTER FOR TORCH Dry type Flashback Arrestor for oxygen gas for Cutting Torch end (With Filter, Non Return valve and Flame arrestor) confirming to specification as per EN 730-1 or ISO 5175 or IS-11006-2011. Maximum Working Pressure (Oxygen - 15 Bars) Flash back arrestor thread (3/8 inches- BSP). Dry type Flashback Arrestor for oxygen gas for cutting torch end as per Technical Annexure I.	NO	200.000	200.00	30.03.17
20	560020093000 ACETYLENE FLASH BACK ARRESTER FOR TORCH ACETYLENE FLASH BACK ARRESTE Dry type Flashback Arrestor for acetylene gas for Cutting Torch end (With Filter, Non Return valve and Flame arrestor) confirming to specification as per EN 730-1 or ISO 5175 or IS-11006-2011. Maximum Working Pressure (Acetylene 1.5 Bars.) Flash back arrestor thread (3/8 inches- BSP). Dry type Flashback Arrestor for acetylene gas for cutting torch end as per Technical Annexure I.	NO	200.000	200.00	30.03.17
30	560020094000 OXYGEN FLASH BACK ARRESTER FOR REGULATOR OXYGEN FLASH BACK ARRESTER FOR REGULATOR Dry type Flashback Arrestor for oxygen gas for gas regulator end (With Filter, Non Return valve and Flame arrestor) confirming to specification as per EN 730-1 or ISO 5175 or IS-11006-2011. Maximum Working Pressure (Oxygen - 15 Bars) Flash back arrestor thread (3/8 inches- BSP).	NO	50.000	50.00	30.03.17

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

VIGILANCE AWARENESS WEEK

31st OCT to 5th NOV 2016

FOR VIGILANCE RELATED COMPLAINTS,

CONTACT DGM/VIGILANCE & SM/VIGILANCE

PHONE:0431-2577552,2577636,2577985

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,



BHARAT HEAVY ELECTRICALS LIMITED

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2611600132 / 29.11.2016

23505

40	Dry type Flashback Arrestor for oxygen gas for gas regulator end as per Technical Annexure I. 560020095000 ACETYLENE FLASH BACK ARRESTER REGULATOR ACETYLENE FLASH BACK ARRESTER REGULATOR Dry type Flashback Arrestor for acetylene gas for Gas Regulator end (With Filter, Non Return valve and Flame arrestor) confirming to specification as per EN 730-1 or ISO 5175 or IS-11006-2011. Maximum Working Pressure (Acetylene 1.5 Bars.) Flash back arrestor thread (3/8 inches- BSP). Dry type Flashback Arrestor for acetylene gas for Gas Regulator end as per Technical Annexure I.	NO	50.000	50.00	30.03.17
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General Note:

The Enquiry is governed by terms and conditions as mentioned in Annexure-A and no modifications / alterations are allowed in any case.If any modification / alteration is proposed or any other condition advanced by the bidder, it shall be ignored and the bidder will be bound by the terms of Enquiry notwithstanding any modification / alteration etc. proposed by them

Annexures :

- Annexure-A : Terms and Conditions of the Enquiry
 - Annexure-B : BHEL Commercial Terms & Conditions
 - Annexure-C : Price Bid Format
 - Annexure-D : CA Certificate format for MSE bidder
- All the tenders may be addressed to the following address:

The Tender Opening Cell / MM
Room No: 26, Building 24, Ground Floor
Bharat Heavy Electricals Limited
TIRUCHIRAPALLI 620014

In case personal delivery of the offer, it shall be dropped into the respective box kept in Room No: 26, after duly entering the data in the system.

Offers will be accepted only up to 14.00 Hrs on the due date. Therefore, vendors shall ensure to submit the offers well before this time. All due date extension requirements should be addressed to the respective Purchase mail IDs. All the due date extension requests from vendors will be considered only up to 48 hours before the due date and time.

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

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Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,



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Vendors are requested to avoid submission of offers through e mail / fax. In case of any unavoidable situation, offers shall be sent through e mail to the following mail ID only
tender_cell@bheltry.co.in.

As tenders are being opened by Common Tender Opening Cell, offer covers should be sealed with tenderer's distinctive seal and super scribed with correct Tender No. item of supply and due date of opening.

The offers will be opened at 14.30 hrs on the due date of the tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

The supplier shall submit EI/EII forms to BHEL time to time as indicated by the BHEL and in case of inordinate delay in issuing EI/EII forms, then BHEL reserves the right to deduct 5% of the value of the supplied items against which EI/EII forms pending to be issued

Enclosures:

"LD clause has to be confirmed without fail."

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

VIGILANCE AWARENESS WEEK
31st OCT to 5th NOV 2016
FOR VIGILANCE RELATED COMPLAINTS,
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PHONE:0431-2577552,2577636,2577985

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


MANAGER / PURCHASE
(FOSSIL BOILERS)
Yours faithfully,

Technical Annexure I

Note: Sl. No. 5 – Bidder must provide standard and number.

Note: Bidder must provide relevant document regarding Sl. No. 6, 7, 8, 9, 10, 11, 12 and 13.

Note: Regarding Sl. No. 1, 2, 3 and 4: Bidder shall reply **"YES - for confirmation"**. In case of deviation bidder shall reply **"NO – for not confirmation"**.

Sl. No.	FLASH BACK ARRESTOR SPECIFICATION	BIDDER CONFIRMATION
1	Item 10: Oxygen Cutting Torch end - 200 Nos. Item 20: Acetylene Cutting Torch end – 200 Nos. Item 30: Oxygen Gas Regulator end - 50 Nos. Item 40: Acetylene Gas Regulator end – 50 Nos.	
2	Flash Back Arrestor Technical specification: • Dry type Flashback Arrestor for Cutting Torch end and gas regulator end (With Filter, Non Return valve and Flame arrestor) confirming to specification as per EN 730-1 or ISO 5175 or IS-11006-2011. • Maximum Working Pressure (Oxygen – 15 Bars and Acetylene 1.5 Bars.) • Flash back arrestor thread (3/8 inches- BSP).	
3	Flash back shall be clearly marks with the following as per relevant standard. (a) Manufacture name or trade mark. (b) Standard number. (c) Flash back serial number. (d) Direction of nominal flow. (e) Maximum operating pressure in bars. (f) Safety function. (g) Name of Gas.	
4	Flashback arrestor as per EN 730-1 or ISO 5175 or IS 11006-2011, for this test certificate is required <u>along with supply</u> .	
5	Quoted Flash Back Arrestor standard and Number	
6	Bidder if not manufacturer shall submit valid authorized dealership certificate <u>along with technical bid</u> .	
7	Bidder shall provide following valid manufacture document copy for flash back arrestor <u>along with technical bid</u> . (1) BIS License or ISO 5175 Licence or EN 730-1 Licence.	

8	Supplier shall submit catalogue or drawing of flash back arrestor <u>(along with technical bid)</u>	
9	Procedure to be carried out prior to operation. Procedure for safe operation. <u>(along with technical bid)</u>	
10	Instructions for installation of flash back arrestor. <u>(along with technical bid)</u>	
11	Recommendation period for the inspection and testing. <u>(along with technical bid)</u>	
12	Instruction in case of malfunctioning. <u>(along with technical bid)</u>	

13 Bidder shall provide following flash back arrestor details.

Quoted items	Weight	Model	Brand	Body Material	Flame arrestor material
Oxygen – Torch end					
Oxygen – Regulator end					
Acetylene –Torch end					
Acetylene – Regulator end					

Sign and Seal of authorized person

TERMS AND CONDITIONS OF THE ENQUIRY

Bidders are requested to read the following points / guidelines / instructions and ensure that the offer is prepared and submitted strictly as per the requirements. Offers with insufficient details would not be considered for evaluation.

(A) SCOPE OF SUPPLY :

- Supply shall be made strictly as per the technical specifications mentioned in the Enquiry.
- Deviation, if any, shall be clearly mentioned in your offer.

(B) TWO PART BID SYSTEM :

- The Bidders shall submit the offer in Two Part Bid System i.e. (i) Techno-Commercial Bid and (ii) Price Bid.
- Techno-Commercial Bid should contain the following details:
Complete scope of supply and confirmation to pre-qualification criteria
Confirmation of Tender Quantity
Duly Filled Annexure-B
Documentary proofs for MSE bidder as per clause (L)

Techno-Commercial bid shall be put in a cover (1) and super scribed as "Techno-Commercial Bid" for Enquiry No:Dt:Due Dt.:

- Price Bid: Containing the price details as per ANNEXURE –C shall be put in a separate cover (2) and superscribed as "Price Bid" for Enquiry No:Dt:Due Dt.: (Submitted in your company letter head).
- You are requested to put the above two envelopes (Techno-Commercial Bid & Price Bid) inside a separate larger sealed envelope and this envelope shall be super scribed as "Techno-Commercial Bid and Price Bid" for Enquiry No:Dt:Due Dt.: Bidder's name and address shall be mentioned clearly on this envelope.
- Tenders should 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 amount quoted in words and figures, amount quoted in words shall only be considered.
- Please submit point wise compliance to our specifications, terms and conditions as per Annexure-B. Otherwise it will be presumed that you are accepting BHEL's terms and conditions. Please Ensure That All Terms & Conditions Should Be Indicated in The Un-Priced Bid To Be Attached With The Techno-Commercial Bid Positively.

(C) SUBMISSION OF OFFER :

- Your Offers should be sent to the following address only :
The Tender Opening Cell / MM
Room No. 26, Building 24, Ground Floor,
Bharat Heavy Electricals Limited
Tiruchirapalli – 620014
Tamilnadu, India
- In case personal delivery of the offer, it shall be dropped into the respective tender box after duly entering the data in the system kept in room no. 26
- Vendors are requested to avoid submission of offers through Email/Fax. In case of any unavoidable situation, offers shall be sent through E-mail to the following ID only :

tender_cell@bheltry.co.in

The Enquiry No. shall be clearly mentioned in the subject of E-mail.

- Offers received after due date and time: 02:00 pm will not be considered under any circumstances. Therefore Vendors shall ensure to submit the offers before this time.

TERMS AND CONDITIONS OF THE ENQUIRY**(D) OFFER VALIDITY :**

- Validity of offer should be minimum 120 days from the date of Tender opening. The quoted / finalized prices shall be Firm till completion of the supplies

(E) DELIVERY TERMS :

- **For Indian Bidders :**
 - The prices are to be quoted on F.O.R. BHEL Stores basis (Inclusive of Packing & Forwarding Charges). Freight and Insurance Charges shall be quoted extra in %. All the items should be supplied at BHEL Stores at your own cost. Offers with any other delivery conditions will be rejected
 - Delivery condition like Ex-works / Ex - godown / Transportation of materials through transport carriers from your works up to the transport carrier's office and taking delivery of goods by BHEL from such office of transport carriers is not acceptable to us.
- **For Foreign Bidders :**
 - Bidders should submit their offer for CFR / Chennai Seaport basis with freight break up details and Place of delivery – INTVT6 – CONCOR ICD.
 - PORT OF LOADING SHOULD BE INDICATED WITHOUT FAIL.
 - PORT OF DISCHARGE should be CHENNAI and PLACE OF DELIVERY - INTVT6 – CONCOR ICD

CONTAINERIZED CARGO

- For CFR terms, moved through CONTAINERS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis including extra charges, if any, like Container Imbalance Charges, Trade Imbalance charges or any other charges payable to the Liner. No other charges other than the quoted Freight rate will be paid by BHEL excepting applicable Terminal Handling Charges, Container cleaning Charges, DO charges to Shipping Liner at Discharge Port. 14 FREE DAYS FOR Container detention shall be provided. If any deviation is taken by Tenderer, a loading of 22% on the freight rate per MT shall be considered by BHEL for arriving at the Total landed Cost.
- In case of shipment through Containers on CFR basis, the BL should bear the endorsement that "14 free days for Container Detention is applicable".
- Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.

BREAKBULK CARGO

- For CFR terms, moved through BREAK BULK BASIS (Suppliers should clearly specify this in their offer) it would be presumed by BHEL that the freight charges quoted is on LILO (LINER IN LINER OUT) basis.
- Place of delivery – INTVT6 – CONCOR ICD should be clearly specified in the Bill of Lading.

(F) PAYMENT TERMS :

- **For Indian Bidders :**
 - Payment term is "100% direct EFT payment after 45 days from the date of receipt and acceptance of materials at BHEL Stores".
 - The duplicate copy of the invoice meant for the transporters should accompany the material as stipulated under C.E. rules 52a and 173c (or) 57gg. A Photostat copy of the above invoice for each Delivery Chelan should be submitted along with the original bills routed through bank or submitted directly to BHEL finance department.

TERMS AND CONDITIONS OF THE ENQUIRY

- Any deviation in the above payment term will attract loading as mentioned below. "Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.
- Payment through bank is not preferred. In case of payment through bank is opted by supplier, BHEL prefers documents submission through bank with copy of LR and door delivery of goods to site/stores with consignee copy attached. In this case loading will be 3% on the offered value.
- Offers of indigenous Suppliers with payment terms as LC / Advance Payment etc. will be rejected.

▪ **For Foreign Bidders :**

- BHEL Payment term is 100% payment on CAD basis after 45 days from the date of receipt of documents, specified in PO, at BHEL bank. Respective bank charges to respective account.
- Any deviation in the above payment term will attract loading as mentioned below :
"Base rate of SBI (as applicable on the date of bid opening. Techno Commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders.
- If the LC payment is insisted, TWO sets of original TCs to be submitted prior to dispatch and a certificate to that effect from BHEL should form a part of the documents to be negotiated. If this condition is not complied by the vendor, the offer is liable for rejection.
- In the case of Usance LCs the loading will be considered @ 1.5% on the offered Value.
- For LC at sight the loading will be considered @ 3.5% on the offered Value.
- Offers with payment terms as Advance payment, CAD at sight and Confirmed LCs will be rejected.

(G) LIQUIDITY DAMAGES / PENALTY :

The delivery of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods beyond the delivery period, Liquidity damages will be applicable as mentioned below:

- Liquidated damages shall be 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value
- For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part there of subject to a maximum of 10% of the total order value.
- Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value)
- IMPORT: For CFR terms, BL date will be considered for LD calculation.
- INDIGENOUS: For "FOR Delivery terms", Lorry way bill date will be considered for LD calculation.

(H) RISK PURCHASE CLAUSE :

- 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 therefore. 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 our LD clause. Offers with Non-acceptance to Risk Purchase Clause will be rejected

TERMS AND CONDITIONS OF THE ENQUIRY**(I) TENDER EVALUATION :**

- Tender evaluation will be carried out on the basis of Technical Specifications and Commercial Terms and Conditions specified in the tender documents and changes thereof (if any) will be communicated to all bidders before Price Bid Opening.
- The Tender will be evaluated Item Wise.

(J) COST EVALUATION :

- Evaluation will be done on the basis of "Total landed cost to BHEL".
- For evaluation, the exchange rate (TT selling rate of SBI) on the date of Part-I bid opening shall be considered. If the relevant day happens to be a bank holiday, then the forex rate as on the previous working day shall be considered.
- BHEL will consider the ranking after the loading is applied as referred above, wherever deviations are observed
- Ranking (L-1, L-2 etc.) will be done only for the Techno-Commercially acceptable offers.
- BHEL reserves the right to place order for individual items with different vendors.
- In the event of more than one vendor becoming L-1 for any of the item / items, the enquiry quantity for those item / items will be shared equally among all the L1 vendors.

(K) TAXES AND DUTIES :

All Taxes, Duties, Service Taxes etc. payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which BHEL will not be liable for payment of such Taxes and Duties. Our TIN No. , CST No. BHEL ECC No. IE Code and Assessment circle for the particular BHEL Unit will be notified at the time of ordering. The original Excise Duty Gate Pass will be required to be furnished in case Excise Duty is applicable.

(L) MSE CLAUSE :

- 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.
- 20% of the tendered quantity is earmarked for MSE suppliers in this tender.
- Out of the 20% tendered quantity reserved for MSE suppliers, 4% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs.
- 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.
- 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 along with attested copy of a CA certificate (Format enclosed at Annexure –D) where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (2014-15). 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 bid at par with other bidders. Documents should be notarized or attested by a Gazetted officer.
- Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same. The sub-categories:
 - (a) Enterprises owned by Scheduled Castes.
 - (b) Enterprises owned by Scheduled Tribes.
 - (c) Enterprises owned by other than above two categories

The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must

TERMS AND CONDITIONS OF THE ENQUIRY

belong to SC/ST category

- To avail the intended benefits, all the relevant documents must be submitted along with other. Post tender submission of these information will not be considered.

(M) TEST CERTIFICATE :

The supplier shall submit the Test Certificate along with supply of material.

(N) INDIAN AGENTS OF FOREIGN SUPPLIERS :

- BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement
- It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- If the offer is submitted by Agents, duly signed agency agreement shall be submitted along with the offer in Techno-Commercial bid. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services will be checked by BHEL, before opening of price bids. It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.
The responsibility for successful execution of the contract lies with the OEM/ foreign principal.
- Either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item in the same tender. If offer is received by both Indian agent and Principal/OEM, then the offer from Principal/OEM only will be considered.
- If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM for the same item. If an agent submits bid on behalf of more than one Principal/OEM for a single item, his offer will be completely rejected for the concerned item.

(O) PACKING AND MARKING :

- The supplier shall arrange for securely protecting and packing the material to avoid loss or damages during transit.

TERMS AND CONDITIONS OF THE ENQUIRY

(P) ARBITRATION :

Any dispute arising out of or in connection with this Tender shall be finally settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996 as may be amended from time to time. Executive Director / BHEL, Trichy – 620 014 or his authorized representative shall be the Sole Arbitrator and his decision shall be final and binding on both the parties. The place of arbitration shall be Tiruchirapalli, and the language shall be English. The courts at Tiruchirapalli shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement, if intervention of court is warranted, subject to the arbitration provided above.

(Q) FRAUD PREVENTION POLICY :

The bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL management about any fraud or suspected fraud as soon as it comes to their notice.

(R) OTHER TERMS AND CONDITIONS :

- No revision of prices will be entertained at any circumstances after tenders are opened.
- On the due date of tender opening, only the Techno-commercial bids will be opened. Techno-commercial bids will be evaluated by us and clarifications required, if any, will be called from the bidders on technical and commercial points.
- If any difference is found in the terms in the Techno-commercial bid and price bid, the terms mentioned in the Techno-Commercial Bid will be considered.
- BHEL reserves the right to negotiate or refloat the tender opened, if L1 price is not the lowest acceptable price to BHEL due to inter-alia other reasons.
- The correspondence between the bidder and BHEL through Email is 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.
- If The Due Date of Tender Opening happens to be a Holiday, those tenders Will Be Opened On Next Working Day.
- The quality of the supplies should strictly conform to Technical specifications applicable for the item. The offer should specifically confirm this.
- If any quality problem is pointed out by BHEL w.r.t. supplied material, the same shall be settled and corrected immediately by the supplier. If the material cannot be accepted by BHEL, supplier has to replace the material with no extra cost. Collection of rejected material will be sole responsibility of the supplier.
- BHEL shall be at liberty to accept any tender, part or in full, at their discretion without giving any reason.
- BHEL shall be at liberty to cancel the tender at any stage, without giving any reasons.
- BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / Units.
- For any clarifications, you may contact to the following Email IDs :
akumar@bheltry.co.in
shrivastava@bheltry.co.in

ANNEXURE – B

BHEL COMMERCIAL TERMS AND CONDITIONS

(a) TECHNICAL TERMS CONFIRMATION (TO BE SUBMITTED IN COVER NO: 1)

ENQ S. NO.	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	Quantity (No)	Consignment weight against each item separately	whether quoted/ not quoted
10					
20					
30					
40					

(b) COMMERCIAL TERMS CONFIRMATION (TO BE SUBMITTED IN COVER NO: 1)

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION
1	VALIDITY	MINIMUM 120 Days from Date of tender opening	
2	PRICE QUOTED	As per Clause (E) of Annexure-A	
3	EXCISE DUTY WITH CESS (Whether inclusive (or) extra) Clearly mention the percentage	SUPPLIER TO QUOTE. ED Invoice to be submitted for availing CENVAT benefit.	
4	VAT % Clearly mention the percentage	SUPPLIER TO QUOTE	
5	CST % against form 'C' Clearly mention the percentage	SUPPLIER TO QUOTE	
6	FREIGHT & INSURANCE CHARGES FOR DELIVERY AT BHEL STORES – FOR INDIAN BIDDER	SUPPLIER TO QUOTE IN % OF BASIC PRICE ONLY	
7	FREIGHT & INSURANCE CHARGES FOR DELIVERY AT CHENNAI SEAPORT – FOR FOREIGN BIDDER	SUPPLIER TO QUOTE IN % OF BASIC PRICE ONLY	
7	DEIVERY SCHEDULE FROM THE DATE OF PURCHASE ORDER / LETTER OF INTENT	SUPPLIER TO QUOTE IN NO. OF DAYS / WEEKS	
8	PAYMENT TERMS	As per Clause (F) of Annexure-A	
9	LIQUIDATED DAMAGES CLAUSE	As per Clause (G) of Annexure-A	
10	RISK PURCHASE CLAUSE	As per Clause (H) of Annexure-A	

BHEL COMMERCIAL TERMS AND CONDITIONS

11.	TEST CERTIFICATE	To be submitted during order execution	
12.	ORIGIN OF DISPATCH	SUPPLIER TO QUOTE	
13.	PORT OF LOADING – FOR FOREIGN BIDDER	SUPPLIER TO QUOTE	
14.	CURRENCY – FOR FOREIGN BIDDER	SUPPLIER TO QUOTE	
15.	MSE VENDOR	YES / NO as per Clause (L) of Annexure-A.	
16.	CONTACT PERSON DETAILS	NAME:	
		MOBILE NO:	
		LAND LINE NO:	
		EMAIL :	
		FAX:	

(a) LIST OF DOCUMENTS TO BE ATTACHED WITH OFFER FOR MSE BIDDERS: (TO BE SUBMITTED IN COVER NO: 1)

SL NO	DESCRIPTION	BHEL REQUIREMENTS	SUPPLIER CONFIRMATION
1	NSIC CERTIFICATE FOR MSE BIDDER	As per Clause (L) of Annexure-A	
2	EM-II CERTIFICATE FOR MSE BIDDER	As per Clause (L) of Annexure-A	
3	CA CERTIFICATE FOR MSE BIDDER	As per Clause (L) of Annexure-A. To be submitted as per format attached in Annexure-D	
4	SC / ST CERTIFICATE FOR MSE BIDDER (If applicable)	As per Clause (L) of Annexure-A	

NOTE:

a). It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.

b). No row shall be left blank. Please indicate NA, in case the item is “not applicable”

Full postal Address:

Signature & Office Seal of the Vendor

ANNEXURE – C
PRICE BID FORMAT

ENQ SL NO	BHEL SPECIFICATIONS	VENDOR'S SPECIFICATION	Quantity (No)	Basic Price per Metre	Total Value
10					
20					
30					
40					

NOTE :

**IF YOU HAVE NOT QUOTED FOR ANY ITEM, YOU SHOULD MENTION AS “NOT QUOTED”
AGAINST THAT ENQ SL NO. (SUBMITTED IN SEPARATE COVER NO: 2)**

Certificate by Chartered Accountant on letter head

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 per the
 latest audited financial year 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.S.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

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of
 Rs.Lacs forMicro / Small **(Strike off which Is not applicable)**
 Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) **(Strike off which is not applicable)** and the date of graduation of such enterprise from its original category is
 (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name -

Membership number -

Seal of chartered accountant