

Bharat Heavy Electricals Limited, Tiruchirappalli



MATERIALS MANAGEMENT

4th Floor, 24 Bldg. HPBP, BHEL, Trichy-620014

Tel: 0431 - 257 8109, 7446; E-mail: kevin@bhel.in, mohann@bhel.in; www.bhel.com

NOTICE INVITING e-TENDER

General Instructions

- This e-Tender is floated in GeM Portal.
- The tender documents shall be deemed to form an integral part of the purchase order.
- Bidders are advised not to wait till the last minutes w.r.t tender closing time to submit their offer to avoid complications related with internet connectivity / network problem/ power failure etc.
- It is advised that all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.
- The qualification of vendors will be based Pre-Qualification Requirement (PQR) document. Subsequently techno commercial evaluation will be done; hence, it is mandatory to submit the documents sought in PQR.
- DISCLAIMER CLAUSE: Neither Bharat Heavy Electricals Ltd nor the service provider for e-tendering is responsible for any failure of submission of bids, due to failure of internet or other connectivity problems or reasons thereof.
- Deviations, are not permitted in the technical specification & commercial terms.
- In order to avail benefits as per MSE clause. Bidders have to upload the Udyam Registration certificate.

The following documents have to be uploaded in GeM in the same order as a single PDF (less than 15MB)

- Covering Letter
- Package Details
- Pre-Qualification Requirement (PQR)
- Documents to be submitted as per PQR
- Annexure-A (Additional Terms & Conditions)
- Nil Deviation Format
- Technical documents attached in the tender
- Make In India Self Certification in your company letterhead
- Udyam, if MSE GST Registration Certificate
- Last three years audited balance sheet
- PAN

Note: All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within two days failing which offer may be rejected as non-responsive.

- Any pre-bid query, kindly contact below officials and get your queries cleared before submitting the offer.
- Mr. Kevin Ark Kumar, Manager/Materials Management/BOI Tel: 0431-2578109, email: kevin@bhel.in
- Mr. N Mohan, Dy.Engineer/Materials Management/BOI Tel: 0431-2577446, email: mohann@bhel.in

For **Bharat Heavy Electricals Limited**

Kevin Ark Kumar

Manager / Materials Management

Fourth floor, 24 Building

B.H.E.L., Tiruchirappalli – 620 014, Tamil Nadu

Phone: 0431-2578109 / Email: kevin@bhel.in



TECHNICAL PRE QUALIFICATION REQUIREMENTS (PQR) FOR SS, BRASS FITTINGS

REFERENCE: TECHNICAL SPECIFICATION OF SS, BRASS FITTINGS

1. The vendor shall be an established **SS, Brass fittings** supplier and having adequate Engineering, Manufacturing, Testing, Inspection and Servicing facilities and shall furnish technical backup documents in proof for above requirements.
2. The vendor shall have experience of having supplied **SS, Brass fittings** as per the technical specification and datasheet for power plants or application of similar severity. Supply reference list with details of PO, PO date, customer name, application, size and class shall be submitted.
3. The **SS, Brass fittings** offered shall be from the existing regular supply range of the vendor. Vendor shall provide the product catalogue.
4. Proven track record is required. Minimum One end user certificate for the satisfactory operational performance of their product supplied meeting requirements specified in enquiry specification or higher.

(or)

successfully executed two POs for same or superior item meeting requirements specified in enquiry specification. Vendor to submit the corresponding datasheets / drawings / technical documents of supplied item as per POs / end user certificate.

5. In case of ordering, the Vendor shall have the responsibility for the following and same to be confirmed point wise.
 - i) Vendor should have the component replacement responsibility in case of defect / failure.
 - ii) Vendor shall have capability to provide assistance in commissioning activities at site, if required.
 - iii) Vendor should ensure the product performance during erection & commissioning and ensure performance guarantee.
6. Backup document checklist to meet PQR to the fullest satisfaction of BHEL:

S. No	Document description	Check list	Name of the document furnished by vendor (Document Description / Number)
1	Documents to meet clause(1)	<input type="checkbox"/>	
2	Supply reference document (General reference list) to meet clause (2)	<input type="checkbox"/>	
3	Product Catalogues to meet clause (3)	<input type="checkbox"/>	
4	Min. one end user certificate (or) Two POs to meet clause (4)	<input type="checkbox"/>	
5	Confirmation to clause meet clause (5)	<input type="checkbox"/>	

Vendor Signature and Seal

TECHNICAL CATALOGUE

Material Code :	L752718090102001
Item Description :	3 PIECE UNION SS304 1"NB-SW CL 3000
Detailed Description :	3 PIECE UNION AS PER ASME B16.11 Material: ASTM SS304 Size : 1" NB-SW AT BOTH END CLASS #3000

Annexure – A- Additional Terms and Conditions for GeM Enquiry

The terms and condition mentioned in this document are applicable in addition to the GeM General Terms and Conditions. Bidders shall furnish pointwise confirmation/details.

Description of the Equipment:		GeM-158 / Fittings
Project		Bakreshwar R&M
To be Filled by Bidder		
I.	Name of the firm (Bidder)	
II.	Address	
III.	Contact details	Contact person 1 Name: Designation: Office Phone: Mobile: e-mail: Contact person 2 Name: Designation: Office Phone: Mobile: e-mail:
Sl. No.	Terms and conditions	Vendor's Confirmation
<p>This is a single packet bid; no deviation in technical specification, drawings, datasheet, QP and the commercial terms mentioned in this Annexure-A is permitted. Offers will be rejected in case of non-compliance / deviations.</p>		
1 (a)	Technical: Supply of tendered items shall be as per Technical catalogue references attached in the tender No deviation is permitted , The Nil deviation format to be submitted along with offer.	Confirmed / Not Confirmed
1 (b)	Pre-qualification requirement: Offer shall be considered only if bidder is meeting Tender Pre-qualification requirement (PQR). Vendor to submit signed copy of filled up Pre-Qualification requirement and submit the credentials and other documents, as indicated in the PQR. Otherwise their offer will get rejected.	Confirmed / Not Confirmed
1 (c)	Financial Soundness: Audited (wherever applicable as per Govt. guidelines) Profit & Loss Statement and Balance Sheet of Last 3 Financial Years.	Submitted / Not Submitted
1 (d)	The items are critically required; delivery 10 days from drawing approval.	Confirmed / Not Confirmed
1 (e)	Inspection by BHEL / BHEL approved Third Party Inspection Agency / Customer. BHEL QP is applicable.	Confirmed / Not Confirmed
2 (a)	Firm Price: The quoted / finalised rates shall be Firm till execution of the supplies. Offer with PVC clause will not be considered.	Confirmed / Not Confirmed
2 (b)	Payment Term for despatch to Project Site <ul style="list-style-type: none"> For Non MSME suppliers, Payment term is 100% direct EFT payment on 90th day from the date of Site Acknowledgement. For MSE suppliers, Payment term is 100% direct EFT payment on 45th day from the date of Site Acknowledgement. 	Confirmed / Not Confirmed

	<ul style="list-style-type: none"> For Medium Suppliers, Payment term is 100% direct EFT payment on 60th day from the date of Site Acknowledgement. Against submission of GST invoice, Packing List, GeM invoice (If applicable). Any deviation to the above payment term may lead to rejection of offer.	
2(c)	TENDER FINALIZATION: Tender will be finalized as a single package for evaluation	Confirmed / Not Confirmed
2 (d)	LD Clause: If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever. (SAP -PU) Date of reckoning LD shall be as below: <ul style="list-style-type: none"> For Direct to Project Site despatch: - Site Acknowledgement date. For BHEL Trichy stores Despatch: - Vehicle/Gate Entry date. Any deviation to the above clause may lead to rejection of offer	Confirmed / Not Confirmed
3	Delivery terms: F.O.R destination basis the quote shall be, inclusive of Packing & forwarding and Freight charges to your account. As per attached scope of supply. Destination: Project Site Sagardighi, WB	Confirmed / Not Confirmed
3 (a)	Insurance: Transit Insurance is under BHEL scope	Confirmed / Not Confirmed
4 (a)	Guarantee / Warranty Period: All materials shall be defect free and shall be replaceable free of cost during guarantee period. The items shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of usage / commissioning, whichever is earlier. No Deviation is permitted. If still vendor offered any deviation on the Guarantee / warranty period, it may lead to rejection of offer.	Confirmed / Not Confirmed
4 (b)	Performance Bank Guarantee (if applicable) In case of order, BHEL require a performance Bank Guarantee to a value of 10% of supply value covering the Guarantee/Warranty period. The PBG shall be in BHEL format (Format attached) which is to be opened in any one of the banks mentioned under List of Consortium Banks attachment. All banks charges shall be to vendor account only. Any deviation on PBG leads to rejection of offer.	Not Applicable
4 (c)	Repair & replacements: Within the guarantee period vendor has to replace / rectify the defective/ damaged items on free of cost within a reasonable time of reporting from our end.	Confirmed / Not Confirmed
5 (a)	Kindly Indicate the HSN Code for all items Please indicate applicable GST %, 	HSN Code GST %
5(b)	Rate quoted in GeM portal should be on FOR destination basis inclusive of all taxes, P & F and freight etc. Transit Insurance is under BHEL scope. If required, vendor may be asked to submit the applicable P & F and freight cost in %, which is included in the quoted rate in GeM portal	Confirmed / Not Confirmed
6	Delivery: 10 days from drawing approval (including Manufacturing, Inspection, Packing, Forwarding and delivery at project site/stores).	Confirmed / Not Confirmed
7	Document Submission: The drawing shall be submitted in 2 days from PO.	Confirmed / Not Confirmed

8	<p>Documents are to be submitted along with technical bid (Part-1)</p> <ol style="list-style-type: none"> 01. Covering letter 02. GeM Catalogues (if applicable). 03. Filled technical specification & datasheets (if applicable). 04. Filled BHEL Terms and condition sheet (Annexure-A) 05. Filled in PQR along with supporting documents. 06. Audited (wherever applicable as per Govt. guidelines) Profit & Loss Statement and Balance Sheet of Last 3 Financial Years. 07. Signed Specification, GA Drawings, QP & Packing procedure (If applicable) 08. No deviation certificate 09. Self-Certification as per Make In India clause (Format attached) 10. MSE/Udyam Certificates (if applicable) <p>Note: All the pages of documents are to be signed and sealed by authorized signatory of the company. Any query during enquiry stage shall be replied within three days failing which offer may be rejected as non-responsive.</p>	<p>Confirmed / Not Confirmed</p>
9	<p>Inspection and testing requirements: Inspection and testing requirements are to be carried out as per the specification and BHEL/Customer approved Drawing, Technical specification & QP and all test certificates are to be submitted in complete set. Inspection call to be raised in CQIR portal or submitted to BHEL. Inspection notice period:</p> <p>For TPI inspector visit to vendor works, a minimum of 3 days' notice period is required.</p> <p>For Joint Inspection, vendor shall raise inspection call at least 7 days prior to the proposed date of inspection at vendor works.</p> <p>Any comments on the CQIR report to be replied by the vendor within 3 days. Any delay regarding this will be considered as vendor's delay.</p> <p>In case of any quality rejection of materials, the supplier has to collect the materials at his own cost for replacement within specified days. Otherwise the materials will be scrapped.</p>	<p>Confirmed / Not Confirmed</p>
10	<p>O & M manuals: O&M manuals shall be submitted through email to BHEL within 7 days from the date of dispatch of materials against the Purchase Order.</p>	<p>Not applicable</p>
11	<p>Compliance to GST terms and Conditions:</p> <ol style="list-style-type: none"> I. Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration Number (GSTIN) which should be clearly mentioned in the offer. If the dealer is exempted from GST registration, a declaration with due supporting documents need to be furnished for considering the offer. Dealers under composition scheme should declare that he is a composition dealer supported by the screen shot taken from GSTN portal. The dealer has to submit necessary documents if there is any change in status under GST. II. Supplier shall mention their GSTIN in all their invoices (incl. credit Notes, Debit Notes) and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No. which is linked/uploaded in GSTN network shall be clearly indicated), Billed to party (with GSTIN) & Shipped to party details, item description as per PO, Quantity, Rate, Value, 	<p>Confirmed / Not Confirmed</p>

	<p>applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc. Wherever E-Invoice is applicable, the tax invoice/ CN / DN submitted by the vendor must contain the QR code generated in E-Invoice Portal & IRN.</p> <p>III. All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).</p> <p>IV. Invoices will be processed only upon completion of statutory requirement and further subject to following:</p> <ul style="list-style-type: none"> • Vendor declaring such invoice in their GSTR-1 Return/ IFF • Receipt of Goods or Services and Tax invoice by BHEL. <p>V. As the continuous uploading of tax invoices in GSTN portal (in GSTR-1/ IFF) is available for all (i.e. both Small & Large) tax payers, all invoices raised on BHEL may be uploaded immediately in GST portal on dispatch of material /rendering of services. The supplier shall ensure availability of Invoice in GSTN portal before submission of invoice to BHEL. Invoices will be admitted by BHEL only if the invoices are available in GSTN portal (in BHEL's GSTR-2A/GSTR-2B).</p> <p>VI. In case of discrepancy in the data uploaded by the supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note or debit note (details also to be uploaded in GSTN portal) for the shortages or rejections in the supplies or additional claims, within the calendar month informed by BHEL.</p> <p>VII. In case GST credit is denied to BHEL due to non-receipt or delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount claimed in the invoice shall be disallowed to the vendor.</p> <p>VIII. Where any GST liability arising on BHEL under Reverse Charge (RCM), the vendor has to submit the invoices to BHEL well within the timeline prescribed in GST Law, to enable BHEL to discharge the GST liability. If there is a delay in submission of invoice by the vendor resulting in delayed payment of GST by BHEL along with Interest, then such Interest payable or paid shall be recovered from the vendor.</p> <p>IX. GST TDS will be deducted as per Section 51 of CGST Act 2017 and in line with Notification 50/2018 –Central Tax dated 13.09.2018. GST TDS certificate will be generated in GSTN portal subsequent to vendor accepting the TDS deduction in the GSTN portal & the vendor can directly download the Certificate from the GSTN Portal.</p> <p>X. In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-06 or GSTR-3B to be filed) within stipulated time, then GST paid on the invoices pertaining to the month for which GST amount not remitted by the vendor will be withheld from other payments of the vendor / recovered from the vendor.</p> <p>Deviation to the above clauses may lead to rejection of offer.</p>	
12	<p>MSE VENDOR: Udyam Registration certificate shall be submitted by MSE eligible vendors as per GeM for availing MSE benefits. Purchase preference to MSE vendors is as per GEM Bid document.</p>	<p>Confirmed / Not Confirmed</p>
13	<p>Make in India: The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the Location (s) at which the local value addition is made. Purchase Preference to MII vendors is as per</p>	<p>Confirmed / Not Confirmed</p>

	GEM Bid document.	
14	<u>Fraud Prevention Policy</u> 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.	Confirmed / Not Confirmed
15	<u>Packing Requirements:</u> As per Vendor standard packing / Technical specification / Packing procedure.	Confirmed / Not Confirmed
16	BHEL reserve the right to inspect the item ordered at any stage at vendor's works and if found not meeting the stipulated conditions, material is liable for rejection	Confirmed / Not Confirmed
17	<p><u>Breach of contract, Remedies and Termination:</u></p> <p>In case of breach of contract, 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:</p> <ol style="list-style-type: none"> from dues available in the form of Bills payable to defaulted supplier against the same contract. from the dues payable to defaulted supplier against other contracts in the same Region/Unit /any other region/unit In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier. <p>Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., will be applied as per provisions of the contract.”</p>	Confirmed / Not Confirmed

18	<p>Deduction of tax at source (TDS) on payment of certain sum for purchase of goods u/s 194Q of the Income tax Act: TDS on Purchase of Goods u/s 194Q of the Income Tax Act 1961 has been introduced vide Finance Act 2021. The provisions of above section are to be made applicable w.e.f. 01.07.2021. The provisions of section 194Q are reproduced below: Section 194Q: Any person, being a buyer who is responsible for paying any sum to any resident (hereafter in this section referred to as the seller) for purchase of any goods of the value or aggregate of such value exceeding fifty lakh rupees in any previous year, shall, at the time of credit of such sum to the account of the seller or at the time of payment thereof by any mode, whichever is earlier, deduct an amount equal to 0.1 per cent. of such sum exceeding fifty lakh rupees as income-tax. Explanation--For the purposes of this sub-section, "buyer" means a person whose total sales, gross receipts or turnover from the business carried on by him exceed ten crore rupees during the financial year immediately preceding the financial year in which the purchase of goods is carried out, not being a person, as the Central Government may, by notification in the Official Gazette, specify for this purpose, subject to such conditions as may be specified therein. The key aspects of the provisions of section 194Q are as under: a. Section 194Q requires the buyer of goods to deduct TDS @ 0.1% at the time of payment to the seller or at the time of credit to the account of seller whichever is earlier. b. TDS is deductible where the value of goods purchased during the year exceeds Rs. 50 Lacs and is applicable on the value in excess of Rs.50 lacs. c. Buyer for this section means a person having total sales/gross receipts/turnover exceeding Rs.10 crores during previous financial year TCS on Sales of goods as per section 206C (1H), which is currently applicable @ 0.1%, would not be applicable wherever TDS has been deducted u/s 194Q TDS. This is in line with proviso to section 206C (1H) which states that TCS provisions will not apply if the buyer is liable to deduct TDS on the purchase of goods under any other section of the Income Tax Act 1961 and has deducted the same.</p>	<p>Confirmed / Not Confirmed</p>
19	<p><u>JURISDICTION:</u> In case of any suit or other legal proceedings arising under or relating to this Contract, the courts at Trichy, Tamil Nadu only shall have the Jurisdiction and is only after exhausting the arbitration clause</p>	<p>Confirmed / Not Confirmed</p>
20	<p><u>ARBITRATION & CONCILIATION:</u> Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, 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, then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract. The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be (the place from which the contract is issued). The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at TRICHY shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the contractor shall proceed with and continue without hindrance the performance of its obligations under this contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of</p>	<p>Confirmed / Not Confirmed</p>

	<p>this Contract.</p> <p>In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either Party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the Parties to the dispute, provided, however, any Party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p>	
22	<p>Any change in applicable rates of Tax or any other statutory levies (Direct / Indirect) or any new introduction of any levy by means of statute and its corresponding liability for the deliveries beyond the agreed delivery date for reasons not attributable to BHEL will be to vendors account. BHEL will not reimburse the same and any subsequent claim in this respect will be summarily rejected.</p>	<p>Confirmed / Not Confirmed</p>
	<p><u>Conflict of Interest Among Bidders/Agents:</u></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly! Assemblies from. one bidding manufacturer in more than one bid, or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "</p>	<p>Confirmed / Not Confirmed</p>

24	<p><u>Cartel Formation:</u> The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.</p>	<p>Confirmed / Not Confirmed</p>
<p>Note</p>	<ol style="list-style-type: none"> 1. In the event of our customer order covering this tender being cancelled /placed on hold / otherwise modified, BHEL would be constrained to accordingly cancel / hold / modify the tender at any stage of execution. 2. BHEL may negotiate the L1 rate, if not meeting our budget / estimated cost. BHEL may re-float the tender opened, if L1 price is not acceptable to BHEL. 3. BHEL reserves its right to reject an offer due to unsatisfactory past performance by the respective Vendor in the execution of any contract to any BHEL project / Unit. 4. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com 5. Any other Techno – Commercial Terms indicated by the vendor in their offer elsewhere, will be ignored. BHEL will proceed with tender evaluation as per Annexure-A and GeM general terms and conditions only. 6. This is a single packet bid; no deviation in technical specification, drawings, datasheet, QP and the commercial terms mentioned in this Annexure A is permitted. 	



**PURCHASE / MM / BOI
ENQUIRY DEVIATION FORMAT**

429-024

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ENQUIRY REFERENCE:

GeM-158 / Fittings / Bakreshwar Denox U-5

DESCRIPTION

3 PIECE UNION SS304

DOCUMENT REFERENCES

As per Technical Catalogue
3 PIECE UNION SS304 1"NB-SW CL 3000
3 PIECE UNION AS PER ASME B16.11
MATERIAL: ASTM SS304
Size : 1" NB-SW AT BOTH END CLASS #3000
Annexure-A Commercial Terms & Conditions

DOCUMENT REFERENCE

BHEL ENQ. CALLED FOR

FIRM'S ALTERNATIVE OFFER

**As per the
Technical
catalogue &
Annexure A
of this tender.**

**NIL
DEVIATION**

NIL DEVIATION

CERTIFIED THAT OTHER THAN THE ABOVE DEVIATIONS, WE ARE ACCEPTING ALL THE OTHER SPECIFICATIONS AND REQUIREMENTS IN FULL TO YOUR ENQUIRY.

STATION:

DATE:

SIGNATURE OF COMPANY REPRESENTATIVE

COMPANY
SEAL

- NOTE 1. Deviations should to be taken only in the extreme case.
2. If necessary, use additional sheets with page control number.