

Notice Inviting Tender

Tender Enquiry No: 201800091

Dtd: 15.05.2018

E-Tender are invited in Two Part Bid System for the Supply of sealed lead acid battery of 12 V at Fabrication plant .

(I) General:

1. The tender will be under two-part bid system. The first part would be techno commercial bid and the second part would be the price bid. Price bid would be opened for only those suppliers who qualify in the techno commercial bid. Alternatively, BHEL reserves the right to go for reverse auction for techno-commercially qualified bidders through electronic media. If this option is used, our authorized service provider would contact the suppliers who qualify in the techno commercial bid for web based reverse auction.

2. Mode of Submission of offer:

The bid is invited in either two part or single part as specified in NIT. In case of two part bid system offer shall be submitted as per following:

- 2.1. **Part I: Techno commercial Bid: Techno commercial bid should be filled and signed NIT including part-I and unquoted price bid and should contain Documents for Pre-qualifying requirements ,annexure- 1 & 2 , if applicable.(Inner Envelope-1)**
- 2.2. **Part II (Price) Bid: Price bid should contain only Price Offer to be submitted strictly as per given format(Part-II of NIT) of Price Schedule given in the tender document. The Price Bid not submitted as per Price Schedule may not be considered.(Inner envelope-2)**
- 2.3. Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as "Techno commercial Bid" or "Price Bid" as the case may be. NIT Number and bidder's name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover/envelope should contain following information:
 - a. Tender Enquiry No. & Title of supply
 - b. Bid Opening date & time
 - c. Address/Venue of Bid Submission
 - d. Bidder's Name & Address

Technical bid and price bid should be submitted in separate sealed envelopes. In case the bids are found in one single envelope then the "bids" are liable to be rejected.

Due Date and Time for Submission of Bid: 05.06.2018 (02:30 PM)

Due Date and Time for Opening of Techno-Commercial Bid: 05.06.18 (03:00 PM)

Address for submission and opening of Tender:

Tender Box- Administrative Building
Centralised Stamping Unit & Fabrication Plant, BHEL
Industrial Area Jagdishpur
Distt. Amethi- 227817 (U.P.) INDIA

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We hereby accepted above
(signature & seal of bidder)

Signature of BHEL

- 2.4. All papers/documents should be ink signed and rubber stamped by the bidder.
- 2.5. The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
- 2.6. All entries in the tender shall either be typed or be written in ink. Overwriting or cutting is not acceptable.
- 2.7. The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box as specified in NIT.
- 2.8. Tenders can be submitted personally/courier/post. The tenders received after the due date and time of submission will be rejected.
- 2.9. Tenders shall be opened by authorized officers of BHEL at the above mentioned address at the time and date specified in the NIT in the presence of such of those bidders or their authorized representative who may like to be present.
- 2.10. The offers should be strictly in accordance with the tender specifications & General Instructions to the bidder. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
- 2.11. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
- 2.12. Validity of Offers: The offer should be valid at least for a period of **90 days** from the date of opening of tender. In case Bharat Heavy Electricals Limited (BHEL) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
- 2.13. The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
- 2.14. Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 2.15. If the bidder deliberately gives wrong information or fringed documents in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due. Further

BHEL may take action of banning/suspension of business dealing with contractor as per latest guideline of BHEL.

- 2.16. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 2.17. In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:
 - (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. Unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
 - (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
 - (c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.
 - (d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.
- 2.19. BHEL reserve the right to accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder/intending bidders shall have any claim arising out of such action by BHEL.
- 2.20 BHEL can accept/reject any or all tenders fully or partly, reduce/increase quantum of work without assigning any reasons thereof.

3. SIGNING OF TENDER DOCUMENTS

The tenderer shall furnish following, duly enclosing documents relating thereto for the person who signs the tender documents:

- a) Authorized signatory shall be the person holding 'power of attorney' on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
- b) Power of Attorney: An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender shall be submitted along with the tenders.
- c) Sole Proprietor-ship Firm: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)
- d) In case of Partnership Firms: The names of all the partners and their address. A copy of the partnership deed duly certified by the Notary Public/ Deed registered at the office of Registrar of Firms shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do.
- e) Company: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate.
- f) Society: Registration certificate issued by Registrar of societies.

BHEL will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, recognize such power of attorney or change in status only after legal advice.

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4. PRICE SCHEDULE (PRICE BID):

- 4.1. Rate should be quoted strictly as per prescribed Price Schedule.
- 4.2. Rates to be quoted in figures and words by the Contractor.
- 4.3. There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.

5. EVALUATION OF OFFERS

- 5.1. Technical-cum-Commercial Bid (Part-I) shall be opened first on due date specified in NIT.
- 5.2. The bidders shall be evaluated as per Pre-qualifying and techno-commercial requirements mentioned in the tender documents.
- 5.3. BHEL Reserve the rights to evaluate the bid as per BHEL policy norms and Govt. guidelines. The decision of BHEL for evaluation of bids shall be final and binding to bidder.
- 5.4. Price Bid (Part-II) shall be opened only of Technical-cum-Commercial qualified bidder.
- 5.5. The bidder shall submit complete price of the package. Total price of the package (Price Schedule) shall be compared for purpose of arriving at L1.
- 5.6. Any discount/revised offer submitted by a bidder on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e part-1 bid). The discount shall be applied on pro rata basis to all items unless specified otherwise by the bidder.
- 5.7. Unsolicited discounts/ revised offers given after Part-I bid opening shall not be accepted.
- 5.8. Evaluation of the offer will be strictly based on the information submitted by the bidder. In view of this the bidder is requested to go through tender document carefully and furnish all details clearly. Missing information may not be asked by BHEL.
- 5.9. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders.
- 5.10. BHEL reserve the right to split the work in two or more bidders, if required. If not specified, total work in full shall be ordered on a single party i.e. L-1 bidder.
- 5.11. BHEL reserves its right to negotiate with the Bidder and/ or go for Reverse Auction (RA).

6. REVERSE AUCTION:

- 6.1. BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. Bidder should confirm participation in Reverse Auction along with Techno-Commercial Bid.
- 6.2. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Only technically and commercially acceptable bidders shall be eligible to participate in reverse auction. Information and general terms and conditions governing RA shall be communicated to technically and commercially acceptable bidders.
- 6.3. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

7. Tender Cost & EMD: NIL

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- 8. Latest updates:** Latest updates on the critical dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com) →Tender Notifications →View Corrigendum). Bidders to keep themselves updated with all such information.

Part-I

(II) Pre-Qualifying Requirement (PQR) condition:

Sl. No.	PQR Condition	Bidder to submit and confirm
1	Audited balance sheet and profit & loss account of last 3 years. i.e. FY 2014-15, 2015-16, 2016-17	
2	Last 3 year ITR acknowledgement copy i.e. AY2015-16,16-17,17-18	
3	Bidder should have supplied similar / same item to BHEL/PSUs/reputed companies in past 02 (two) Years. A copy of purchase order or experience certificate is required to be submitted as a documentary proof.	
4	For Manufacturer: - Capabilities with respect to personnel, equipment and manufacturing Facilities. Or for Trader/ Dealer/ Agent etc. a) Authorization letter from their principal. b) In case of foreign principal: An agency agreement deed copy is required.	

Note- Bidders who qualifies in above qualifying requirement shall be eligible for techno-Commercial- evaluation of the offer.

(III) Item Description and Scope of Supply:

Sl. No.	Item Description	UoM	Qty.	Delivery Schedule
01	FU7401199998 SEALED LEAD ACID BATTERY 12V,12AH MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	20	Within 06 weeks from the date of issue of PO
02	FU7401204991 SEALED LEAD ACID BATTERY 12V, 105AH APPLICATION-DG SET MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	04	
03	FU7401204959 SEALED LEAD ACID BATTERY 12V, 150 AH APPLICATION-DG SET MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	01	

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04	FU7401204967 SEALED LEAD ACID BATTERY 12V, 65 AH APPLICATION-DG SET MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	02	
05	FU7401204975 SEALED LEAD ACID BATTERY 12V, 100AH APPLICATION-FORK LIFTER MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	02	

(IV) **Technical Term:** Technical Scope comprises as per specification as in above item description.

(V) **Commercial Terms:**

Sl. No.	Terms	Description	Bidder Confirmation
1	Techno-Commercial Compliance Statement	Bidder to Submit/upload Techno-Commercial Compliance statement (Refer Annexure-2). This sheet is mandatory to fill.	
2	Delivery	Delivery shall be made within 04 weeks from date of issue of PO. Date of receipt at BHEL-CS&FP stores, Jagdishpur works shall be treated as date of delivery. Early & Part delivery is acceptable. While evaluating the offers, those offers which are not conforming the requested delivery period and E&C period, COMMERCIAL LOADING @ ½% of the purchase order value (supply) per week will be done for the EXTRA PERIOD requested. For evaluation purpose, 4 weeks will be considered as one month. Commercial loading on the offered price will be done during evaluation of the offers	
3	Delivery Term	Deliveries shall be F.O.R. BHEL, CS&FP, Stores, Jagdishpur	
4	Insurance	Insurance shall be borne by Bidder	
5	Price	The basic prices shall be firm. All taxes & duties to be specified. Specifically which shall be applicable at actual at time of invoicing. Supplier to raise the invoices only as per GST Act of GOI. The GSTN no of supplier as well as GSTN No of BHEL must be mentioned on the invoices/bills of the materials. The correct HSN code as well as rate of GST applicable are mentioned in the invoice/bills.	

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6	Evaluation	Packagewise Evaluation shall be done on the basis of landed cost to BHEL, CS&FP Stores, and Jagdishpur inclusive of loading, if any. Net cost to BHEL after buyback of listed batteries shall be taken for evaluation. Bidder has to quote considering buying back of listed batteries cost. List of batteries is attached at annexure-A, which has to buyback by L-1 bidder after ordering.	
7	Terms of Payment	1. 100% within 90 days (45 days for MSME) from date of receipt of material at BHEL CS&FP store, subject to acceptance (clearance of SRV) of material. MSME bidder's has to submit MSME registration certificate. 2. Payment shall be made through e-payment. 3. All tax & duty will be applicable at actual at time of supply. 4. All Bank charges will be in supplier scope.	
8	Validity of offer	Offer validity will be for 90 days from date of opening of Part-I of enquiry	
9	Penalty for Delay	The delivery of material shall be made within the time prescribed. Failure to deliver the material in time as per the delivery specified above would make the bidder liable to an un-conditional penalty at the rate of half percent (1/2%) of the price of the goods undelivered per week (or part thereof) Subjected to a maximum of ten percent (10%) of the order. Note: "Recovery of LD will include GST as applicable."	
10	Rejections:	The supplier shall arrange replacement/repair within one month from the date of rejection intimation upon failure on supplier's part to comply. BHEL will take whatever appropriate action they may think fit in addition to repair/return of rejected material at the cost and risk of the supplier.	
11	Risk purchase:	In case of delays in supply of materials/defective materials not fulfilment of any other terms and conditions given in the purchase order, the purchase may cancel the full or part thereof, and may also make purchase of such material from elsewhere/alternate source at the risk and cost of supplier. BHEL reserves the right not to consider offers from bidders not accepting the above Risk Purchase terms.	
12	Arbitration	Any dispute arising out of this contract shall be referred to the sole arbitration of GM- CS&FP, BHEL, Jagdishpur. Its award shall be final and binding on	

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		the parties. The venue of arbitration in all cases shall be at Administrative building, BHEL, CS&FP, Jagdishpur.	
13	Jurisdiction	In case of any suit or other legal proceedings arising under or relating to the contract, the Jurisdiction of Sultanpur (UP) district court shall apply.	
14	Consignee	The Stores Officer, BHEL, CS&FP, I.A. Jagdishpur, Distt. Amethi (UP)-227817	
15	Billing Address	Bill Box at Finance department, CS&FP, BHEL, I.A. Jagdishpur, Distt. Amethi (UP)-227817	
16	Documentations	One set of all required documents (ink signed) must accompany the supply and one set (Ink Signed) to be sent to Purchase officer before the dispatch.	
17	Reverse Auction	BHEL reserve the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case of BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tempering of the tender process and will invite action by BHEL as per extent guidelines for suspension of business dealings with suppliers/ contractors(as available on www.bhel.com).	
18	Guarantee Certificate	Original Guarantee Certificate for one year, shall be provided along with dispatch documents. Offers from bidders not accepting to the requested guarantee period are liable for rejection.	
19	Contact Detail	Name, Contact No, email, Address	

20	Note	All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST). The payment of Tax will be released subject to furnishing details of outward supply to BHEL in the Return. Also, ensure that the existing contracts which spill over to next year are modified accordingly. The bidder must ensure the GST Credit entry maintained by GSTN to the BHEL Accounts on 'GSTN Common Server'. In absence the same or any loss of GST Credit due to the bidder, shall be recovered/not payable to the Bidder For CS&FP BHEL GSTIN Reg. No:09AAACB4146P2ZC State Code: 09 (Uttar Pradesh)	

(Note: Bidders to mention the acceptance or deviation if any for each term in the respective cells of the Commercial terms)

(VI) Attachment to Tender Enquiry:

Sl. No.	Description	Annexure/Enclosure
1	Preferences for MSMEs, if applicable	Annexure:1
2	Techno commercial compliance statement	Annexure:2

(VII) Others:

1. All taxes/duties/levies etc. must be specified separately in amount or in percentage. Incomplete offer shall not be acceptable.
2. Duly filled & signed with company seal on all documents of tender enquiry to be uploaded as token of acceptance of tender enquiry terms & conditions. Please mention deviation (if any) in Techno-commercial compliance sheet.
3. Please submit point wise compliance to our specification, terms & conditions. Otherwise it will be presumed that you are accepting BHEL's Terms & condition.
4. Offers not meeting our requirement because any kind of deviations in technical or commercial terms are liable to be rejected by BHEL at its discretion.
5. The offers of the bidders who are on the banned list as also the offers of bidders, who engage the services of the banned firms, shall be rejected. The list of firms is available on web site www.bhel.com
6. In case bidder do not accept BHEL, CS & FP, Jagdishpur Commercial terms as per enquiry proper loading shall be done.
7. BHEL CS & FP shall be at liberty to cancel the tender at any time, before ordering, without assigning any reason.
8. Quotation should be, as far as possible, free from correction / overwriting. Correction/overwriting, if any, should be signed by authorized person with the company seal.

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(signature & seal of bidder)

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9. The rates must be quoted indicating basic material rate, packing, forwarding, freight & insurance, discount, if any, and applicable taxes and duties, each of them shown separately.
10. If there is any difference / discrepancy in rates quoted for per unit and total and any arithmetic addition for number of items, the lower of the rates beneficial to BHEL CS & FP will be considered.
11. Packing: Goods must be adequately packed in proper carton / wooden box / drums / suitable container to protect against loss, damage or corrosion and to withstand normal inland transportation and handling. Hazardous material should be notified as such and their packing, transportation and other protection must conform to applicable regulations.
12. In the quotation, earliest firm delivery (number of days or weeks) by which material will be despatched from the date of receipt of order must be indicated.
13. Purchase Order will be placed on the lowest quotation only among the technically & commercially accepted quotations. Lowest quotation is determined on the basis of Total Cost to BHEL CS & FP including basic value, taxes and duties, freight, insurance, loading factors for deviations to terms and conditions.
14. Corrigendum / extension / addendum, if any, pertaining to this tender will be published in the web site www.bhel.com and .
15. The bidder may have to produce original document for verification if so decided by BHEL.
16. Offer shall be submitted directly by bidder or his authorized representative / agent only and the offer should be in line with regulatory guidelines (i.e., Agency agreement between principal bidder and agent / representative shall be attached which shall be a valid one and cover the scope of services rendered by Agent, Agency commission etc.) OEM details shall be provided if supplier is not a manufacturer.
17. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-bidders/ 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.
18. Defaulter suppliers shall be treated as per Guidelines for Suspension of the Business Dealing with suppliers/contractors.
19. Contact person details: **Ashish Kr. Singh**

Sr. Engineer –MM

Phone: 05361 224-161/127/153; E-mail: ashishsingh@bhel.in

Part- II

PRICE BID FORMAT

NIT No.:

Bidder should quote price bid in following format only :-

ITEM Sl. No	ITEM DESCRIPTION	UNIT	QTY (A)	Unit Rate)Rs((B)	Total Rate (Rs.) (C=AXB)
1	FU7401199998 SEALED LEAD ACID BATTERY 12V,12AH MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	20		
2	FU7401204991 SEALED LEAD ACID BATTERY 12V, 105AH APPLICATION-DG SET MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	04		
3	FU7401204959 SEALED LEAD ACID BATTERY 12V, 150 AH APPLICATION-DG SET MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	01		
4	FU7401204967 SEALED LEAD ACID BATTERY 12V, 65 AH APPLICATION-DG SET MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	02		
5	FU7401204975 SEALED LEAD ACID BATTERY 12V, 100AH APPLICATION-FORK LIFTER MAKE-EXIDE/LUMINOUS/AMARON/ HBL/SU-KAM/OKAYA	Nos	02		
	Packing & forwarding charges				
	GST @.....				
	Freight Charges				
	Any other charge				

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	GST on other charge @.....	
	Grand Total (PO Value)	

Total Amount (in words): _____

GST , if any: _____

Annexure-A

List of buy back batteries

S. N.	Material Code	ITEM DESCRIPTION WITH SPECIFICATION	UoM	QTY.	Unit rate in Rs	Total rate in Rs.
1	FU7401199998	SEALED LEAD ACID BATTERY 12AH, 12V	Nos.	20		
2	FU7401204991	EXIDE GENPLUS BATTERY MODEL MHD GP 115E41L (105 AH, 12V)	Nos.	5		
3	FU7401204959	SEALED LEAD ACID BATTERY 150AH, 12V	Nos.	0		
4	FU7401204967	EXIDE BATTERY MODEL MHD 700 (12V,65 AH)	Nos.	2		
5	FU7401204975	EXIDE XPRESS BATTERY MODEL XP 1000 (12V, 100 AH)	Nos.	2		

IMPORTANT:

1. Rates to be quoted in figures and words by the Contractor. There should not be any corrections in price bid contradictory to the above the offer will be liable for rejection.
2. No condition / any statement should be given in the price bid. Any condition / statement may invalidate the price bid. Any clarification / information may be sought before submitting the tender.

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(signature & seal of bidder)

Signature of BHEL

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3. L-1 bidder shall be decided on the basis of lowest net rate quoted above.
 4. Net cost to BHEL after buyback of listed batteries shall be taken for evaluation. Bidder has to quote considering taking of listed batteries cost. List of batteries is attached at annexure-A, which has to be taken by L-1 bidder after ordering.

(Signature and Seal of bidder)