



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE Supply of Tube expanders.	Phone: +91 431 2577082/4006/7645 Fax: +91 431 252 0719 Email : pgavictor@bhel.in rituvargis@bhel.in kdebnath@bhel.in
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Reference Enquiry Number: 1902000015	Enquiry Date: 19.02.2020	Due date for submission of quotation: 29.02.2020
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Offer through Enterprise Procurement System (EPS) is invited by the Sr. Engineer/PSS/Purchase/MM for supply of the above mentioned items.

Offer should be submitted through Enterprise Procurement System (EPS) only. Offers in any other mode will not be accepted. Please visit our website: https://bhel.abcprocure.com Seller may download the Bidder Manual from the home page of the above mentioned website for guidance of bid submission. For support if any you may send mail to: bhel.support@abcprocure.com / Trichy.bhel@eptl.in / ankur.bhatt@eptl.in	Yours faithfully, For Bharat Heavy Electricals Limited Reetu Rachel Varghese Sr. Engineer/Purchase/PSS/MM, 4th Floor – Bldg. 24, Bharat Heavy Electricals Ltd., Tiruchirappalli-620014, Tamilnadu. Ph: 0431- 2577082/4006/7645, Fax: 0431- 2520719 Email: pgavictor@bhel.in rituvargis@bhel.in kdebnath@bhel.in
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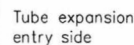
Enclosure:

1. Terms and conditions as - Annexure A & I are enclosed.
2. BHEL Drawing for Tube expanders 1902000015 is enclosed.

Materials description:

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	TEX1085 TUBE EXP. CONICAL OD19.05X1.1MM CONICAL TUBE EXPANDER SUITABLE FOR OD 19.05MM X 1.1MM THICK-FOR END PREPARATION-AS PER BHEL DRAWING REQUIREMENT.	NO	2.000	2.00	06.03.20
20	TEX1086 TUBE EXP. OD19.05X1.1MM-REACH 50MM ADJUSTABLE THRUST COLLAR TYPE TUBE EXPANDER SUITABLE FOR OD 19.01MM X 1.1MM THICK X 50MM LENGTH OF EXPANSION AT A DISTANCE OF 15MM FROM THE FACE OF THE TUBE-AS PER BHEL DRAWING.	NO	2.000	2.00	06.03.20
30	TEX1087 TUBE EXP. OD19.05X1.1MM-REACH 450MM ADJUSTABLE THRUST COLLAR TYPE TUBE EXPANDER SUITABLE FOR OD 19.01MM X 1.1MM THICK X 50MM LENGTH OF EXPANSION AT A DISTANCE OF 446MM AND 426MM-AS PER BHEL DRAWING.	NO	2.000	2.00	06.03.20

DRAWING NO.



A



02

	Tube	Tube sheet
Material	Incoloy 800	20 Mn Mo Ni 55
Strength (yield)	334 N/mm ²	390 N/mm ²
Hardness	180 BHN	200 BHN
<u>Composition</u>	%	%
Carbon	0.03	0.17 – 0.23
Nickel	32 – 35	0.5 – 0.8
Chromium	20 – 23	0.2
Manganese	0.4 – 1.0	1.2 – 1.5
Aluminum	0.15 – 0.45	0.01 0.04
Phosphorous	0.02	0.012
Silicon	0.3 – 0.7	0.15 – 0.3
Molybdenum	–	0.4 – 0.55

Tool No.: 00-00604-00

FIRST ANGLE. 	SCALE NTS	DRAWN Kumar	TOTAL NET WT.KG 0.00
		CHECKED -	TYPE
		APPROVED -	
ALL DIMENSIONS IN MILLIMETRES.		DATE 30 Sep 1992	NEW/OLD DRG NO.

TITLE	
Expansion specification	
DRAWING NO.	REVISION

DRAWING NO.

30-T-50-35900

REVISION

02


HIMANSHU KUMAR BURMAN
Sr. Tool Engineer
Tools Control
Tool Engineering

BHARAT HEAVY ELECTRICALS LTD. TIRUCHIRAPALLI-620 014
PSS/PURCHASE/MM
Terms And Conditions for Tender Published Through Eps
Annexure – A

1. Material specification:

Offer should be in line with the specifications mentioned in the enquiry. If there is any deviation, the same should be mentioned clearly against that item in the e- procurement offer itself.

For clarifications if any may be sought through Email IDs: pgavictor@bhel.in / rituvargis@bhel.in / kdebnath@bhel.in

Pre-Qualification criterion for participation in this tender:

For Manufacturer:

Manufacturer along with their offer should attach Original Equipment Manufacturer certificate or declaration on the letter head of the company stating that they are the manufacturer of the quoted item.

Other than Manufacturer:

Other than manufacturer participating in this tender should attach (Scanned copy) the following documents along with their Quotation. Offer without the following documents will be summarily rejected.

- A. Original Equipment Manufacturer certificate or declaration from the manufacturer of the item stating that they are the manufacturer of the item.

AND

- B. Authorization letter from the Manufacturer of the item/s to participate in this tender.

Note: Procurement directly from the manufacturers shall be preferred.

However, if the OEM/ Principal insists on engaging the services of an agent/trader/dealer, such agent/trader/dealer shall not be allowed to represent more than one manufacturer in the same tender. Moreover, either the agent/trader/dealer could bid on behalf of the manufacturer or the manufacturer could bid directly but not both. In case bids are received from both the manufacturer and other than manufacturer (agent/trader/dealer), bid received from other than manufacturer shall be ignored.

2. Offer submission:

Offer is to be submitted in TWO part bids system (**Technical bid + Price bid**) in the E-Procurement portal <https://bhel.abcprocure.com/EPROC/> within 14.00 hours IST on or before the due date.

Sealed cover bids / e-Mails / FAX / Manual offer will NOT be accepted.

New bidder would be required to register on the e-procurement portal and submit their bid online. Existing bidders may use their existing login credential to login and participate. Supplier to ensure that they are having a valid Digital Signature Certificate (DSC): An Active Signing and Encryption Certificate (both), with specification Class III SHA2 2048 bit. Suppliers are advised to go through the Bidder Manual available in the above web portal.

Please visit <https://bhel.abcprocure.com/EPROC/> & www.bhel.com for more details & corrigendum if any for the tender enquiry.

For New Vendors who are not enlisted with HPBP, BHEL TRICHY:

Please attach (Scanned copy) the following along with their Offer:

1. Company Name and Address Proof.
2. GST Number (Scan Copy of Acknowledgement).
3. PAN Copy.

Terms And Conditions for Tender Published Through Eps**3. Tender opening:**

On the due date of tender opening, only the technical bids will be 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. Offers not meeting the required specification will be rejected. The price bids of technically suitable bidders will be opened on a later date with prior intimation to techno-commercially suitable bidders.

4. Validity of offer:

Offers should have a validity of minimum 120 days from the date of tender opening.

5. Delivery Incoterms:

Indigenous bidders: Should be quoted on F.O.R-Free on road BHEL Stores, Trichy basis only (inclusive of packing, forwarding, freight and transit insurance charges to seller account). Ex-works offer will be rejected.

- Supplier shall indicate applicable GST in percentage along with HSN code against each item.
- Input tax credit shall be availed for all the items tendered.

6. Delivery period: The offer shall clearly indicate delivery period in fixed number of weeks/Months from the date of Purchase Order.

7. Quantity tolerance: Not applicable.

8. Ranking of offers:

Individual item basis: In general 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. Supplier should quote all charges (if any) per item wise only to evaluate offers per item wise. Details calculation in point no. 12.

In the course of evaluation, if more than one seller become L1 for a single item, effective L1 will be decided by soliciting discounts from the respective L1 bidders. In case more than one bidder become L1 even after soliciting discounts, the L1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situation shall be final and binding.

9. Offer Evaluation Criteria:

The offers of indigenous vendors will be evaluated on total landed cost to BHEL, Trichy per item basis. The evaluation details with respect to the indigenous vendors is detailed below:

Indigenous Vendors:

Net Landed cost/rate for each item = F.O.R. Rate in INR (A) + Applicable Taxes (B)– Applicable input tax credit (C)

A-Indigenous vendors submit offers on F.O.R. - Free on Road, HPBP Stores, BHEL Trichy in INR.

B-Applicable GST and any other charges quoted by indigenous vendors will be added to the base price.

C-However input tax credit is availed for GST, hence the same is excluded for arriving at the landed cost.

10. 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; increase or decrease the tender quantity.

11. TERMS OF PAYMENT:

Payment Term for Indigenous suppliers: Payment term is 100% direct EFT payment after 60 days from the date of receipt and acceptance of materials at Stores Ward -19, BHEL Trichy.

Any deviation in the above payment terms, any other conditions in payment terms or any other Payment terms will not be accepted.

12. LD clause & Risk purchase clause are applicable in this tender.

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Liquidated Damages (LD): 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.

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).

- **INDIGENOUS:** For "F.O.R. Delivery terms", Lorry way bill date / Invoice date whichever is later will be taken for LD calculation.

Supplier should accept LD clause without any deviation at the time of offer submission.

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 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 LD clause above.

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations as per Contract / Agreement, BHEL may purchase from the alternate vendor and get it completed to meet the BHEL requirement and additional expenditure, if any, including consequential cost viz., demurrage etc., will be fully recovered from the supplier who failed to supply the items with the due date.

b) The decision of BHEL with regard to the actual losses / consequential expenditure incurred by BHEL shall be final and binding on the supplier.

The value under Risk purchase clause shall be calculated as follows:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where,

A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor shall be taken as 5

In case (A-B) is less than o (zero), value of (A-B) shall be taken as o (zero).

*(Balance scope of work/ supply): Difference of Tendered/Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of PO/Contract', shall be taken as balance scope of Supply for calculating risk & cost amount.

In case vendor fails to fulfil any of the PO / Contract obligations as per PO/Contract, PO/contract shall be cancelled and appropriate cost shall be deducted from the vendor's pending bills in BHEL Trichy (or) across the BHEL units.

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

14. Special Provisions for Micro and Small Enterprises (MSE) bidders applicable on indigenous bidders only:

- At least 25% of the tendered quantity is earmarked for MSE suppliers in this tender. If L1 offer is from a Micro / Small enterprise, this provision is not applicable.
- Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. In the 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

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6.25% sub-target for procurement ear-marked MSE owned by SC / ST entrepreneurs shall be met with other MSE enterprise/s. Ministry of MSME has given following definition of MSE owned by SC/ ST:

- In case of proprietary MSE, proprietor(s) shall be SC/ ST.
- In case of partnership MSE, the SC/ ST partners shall be holding at least 51% shares in the unit.
- In case of Private limited companies, at least 51% share shall be held by SC/ ST promoters.
- Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation. In the 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 3% sub-target for procurement ear-marked MSE owned by women entrepreneurs shall be met with other MSE enterprise/s. (The definition for MSEs owned by Women Entrepreneurs is clarified as:
 - i) In case of proprietary MSE, proprietor shall be woman.
 - ii) In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.
 - iii) In case of private limited companies, at least 51% share shall be held by the women promoters.
- 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, **Udyog Aadhar Memorandum (UAM) number along with attested copy of a CA certificate (Format enclosed as per Annexure I) applicable for the relevant financial year (latest audited) or** 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 has 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. SC/ST bidder should submit attested cast certificate from competent authority. 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. However, credentials of all MSE supplier will be verified before considering the intended benefits for MSE suppliers at the time of tender evaluation.
- 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.
- 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., and in case MSE quoting price within price band L1+15.00% may be awarded for full/complete supply of the item/s considering spirit of policy for enhancing the Govt. procurement from MSE seller subject to acceptance of L1 price by MSE vendor.
- If L1 is from a Micro/Small enterprise, the 25% earmarking provision is not applicable and 100% quantity will be ordered on respective L1 source.
- In the event of more than one vendor becoming L1 for any of the item, the enquiry quantity for the items will be shared equally among all the L1 vendors.
- **"As per MSME office memorandum F. No. 1(2)(1)/2016-MA dated 09.02.2017 Traders & Agents should not be allowed to avail the benefits extended under the PP Policy & F. No. 22(1)/2012-MA**

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dated 24.10.2016 public procurement policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders or agents are excluded from the purview of Public Procurement Policy.” Hence traders are not eligible to avail benefits reserved for MSE bidders (Manufacturer of goods) in this tender.

- Payment for MSE indigenous bidders will be as per MSMED Act, 2006.

15. Conditional offers are likely to be rejected.

16. 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.

17. General notes:

- No revision of prices will be entertained after the tenders are opened.
- BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.
- Lowest price received against BHEL tenders need not be the technically acceptable one and in that case, BHEL reserves the right not to consider the same.
- BHEL reserves the right to negotiate L1 rate or re-float the tender opened if L1 price is not the lowest acceptable price to them inter-alia other reasons.
- Offer will be evaluated on individual item basis.
- L1 will be arrived based on Net Landed cost to BHEL- Trichy.
- No payment will be made for the excess quantity supplied.
- The offers of the bidders who are on the banned list as also the offer of bidders who engage the services of the banned firms, shall be rejected. The list of banned firms is available on the BHEL website -www.bhel.com.
- No charges shall be indicated as “Lumpsum”. All charges shall be in “percentage” of the quoted rates or per item wise of the quoted item.
- Indigenous supplier shall indicate applicable GST rate along with HSN code against each item.
- Indigenous supplier shall indicate GSTIN number & PAN number of the Business.
- Manufacturer’s name trademark or patent no. if any should be specified. Illustrative leaflets giving technical particulars are required along with quotation wherever necessary.
- 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.
- 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 e-procurement service provider 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.
- 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.
- Bidders have to confirm that whether they have been black-listed / kept on hold / given Business holiday for a specified period by any Public Sector Undertaking or Government Departments/any other units of BHEL.

18. Tender terms for GST in line with new GST Return System:

For supplies after implementation of New GST Return System i.e. from 01/10/2019, the following conditions will apply and supplier shall fully comply to the below points.

Indigenous suppliers:

- Response to Tenders for Indigenous supplier will be entertained only if the vendor has a valid GST registration No (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 GST portal. The dealer has to submit necessary documents if there is any change in status under GST.
- 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, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, Place of Supply etc.
- All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- Invoices will be processed only upon completion of statutory requirement and further subject to following:
 - Vendor declaring such invoice in Form GST ANX-1
 - Receipt of Goods or Services and Tax invoice by BHEL
- As the continuous uploading of tax invoices in GSTN portal (in GST ANX-1) is available for all (i.e. both Small & Large) tax payers under proposed new GST Return System, 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 GST 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 GST ANX-2).
- 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.
- In cases where invoice details have been uploaded by the vendor but failed to remit the GST amount to GST Department (Form PMT-o8 or Form GST RET-o1 to be submitted) within stipulated time, then GST paid on the invoices pertaining to the month for which GST return not filed by the vendor will be recovered from the vendor along with the applicable interest (currently 24% p.a.) and all subsequent bills of the vendor will not be processed till filing of the GST return by the vendor
- 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.
- 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.
- Under GST regime, BHEL has to discharge GST liability on LD recovered from suppliers/contracts. Hence applicable GST shall also be recoverable from suppliers/contractors on LD amount. For this Tax Invoice will be issued by BHEL indicating the respective supply invoice number.
- 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 which will be generated in GST portal subsequent to vendor accepting the TDS deduction in the GST portal, will be issued to the vendor.

19. In the event of Force Majeure:

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- Notwithstanding the provisions contained in other clauses, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure. For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, freight embargoes and Acts of GOD.
- If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.
- In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs

20. Disclaimer Clause: Neither the Organization Bharat Heavy Electricals Ltd. nor the service provider e-Procurement Technologies Limited (abcProcure) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

21. Fraud Prevention Policy & Suspension of Business Dealings

"The bidder along with its associate/collaborators/sub-contractors /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 fraud or suspected fraud as soon as it comes to their notice."

Guidelines for suspension of business dealings is available in the webpage:

http://www.bhel.com/vender_registration/vender.php which includes actions that would be taken against suppliers who do not execute the order placed on them.

22. Cartel Formation:

All the firms should desist from forming cartel as the practice is prohibited under Section 3(3) (a) & (d) of the competition Act 2002. If any such instance is observed during this tender will attract disciplinary action as per BHEL policies.

23. Arbitration and conciliation:

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 BHEL Trichy – 620 012.

The arbitrator shall pass a reasoned award and the award of the arbitrator shall be final and binding upon the parties.

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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 Trichy, India.

The cost of arbitration shall be borne as per the award of the arbitrator.

Subject to the arbitration in terms of clause [Arbitration and conciliation](#) 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 this contract.

*** End of Annexure A ***

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
 dated..... Category:
(Micro/Small) (Copy enclosed).
 Udyog Aadhar Memorandum (UAM) number:

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.O 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 Rs..... Lacs is within permissible limit of Rs..... Lacs for Micro/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:

End of Annexure I