



An ISO 9001
Company

Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

TITLE Supply of Class I steel measuring tape.	Phone: +91 431 2577082/7826/7645 Fax: +91 431 252 0719 Email : pgavictor@bhel.in rajaprakash@bhel.in kdebnath@bhel.in
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Reference Enquiry Number: 1901900219	Enquiry Date: 06.12.2019	Due date for submission of quotation: 12.12.2019, 14:00 Hrs. (IST)
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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	Yours faithfully, For Bharat Heavy Electricals Limited K Raja Prakash Sr. Engineer/Purchase/PSS/MM, 4th Floor – Bldg. 24, Bharat Heavy Electricals Ltd., Tiruchirappalli-620014, Tamilnadu. Ph: 0431- 2577082/7826/7645, Fax: 0431- 2520719 Email: pgavictor@bhel.in rajaprakash@bhel.in kdebnath@bhel.in
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Enclosure:

1. Annexure A.
2. Annexure I.

Domain :	bhel.abcpurchase.com		
Parent department:	BHEL Trichy		
Unit name	: BHEL Trichy		
Purchase group	: FB Consumable-PRDN	RFQ/NIT/Enquiry Officer	: KANU DEBNATH
Event ID	: 37936	RFQ/NIT/Enquiry no.	: 1901900219
Enquiry Date	: 06/12/2019 05:30:00		
Tender Description	: 20 METRE & 30 METRE STEEL MEASURING TAPE CLASS I ONLY OF IS 1269(PART-2)/1997		
Terms & Conditions	: Terms and conditions as - Annexure A & I are enclosed.		
Product / service / work keywords	: Tools Item		
No. of Bid Parts	: Multiple	Envelope	: Techno-commercial bid , Price bid
Type of contract	: Goods	Project duration / delivery or completion period	: 2 Months
Download document	: Before login	RFQ floated under the policy	: PP-PURCHASE POLICY
Estimated Category	: E	No. of items already attached	: 2
Delivery/Location At	: At Stores Ward 19, HPBP, BHEL, Trichy-620014	Delivery Date	: 21/02/2020 05:30:00
Inspection by Agency	: By officials of BHEL Trichy	Inspection Location	: At the time of delivery on receipt of material at HPBP BHEL Trichy
Min. bid required	: 1		
Bid submission configuration			
Bid evaluation	: Item wise	Bidding access	: Open Tender
Base currency	: INR	Bidding type	: NCB/Indigenous
Key configuration			
Pre-bid meeting	: Don't allow		
Dates configuration			
Document downloading start date	: 06/12/2019 14:55:00	Document downloading end date	: 12/12/2019 14:00:00
Bid submission start date	: 06/12/2019 14:55:00	Bid submission end date	: 12/12/2019 14:00:00

Bid opening date : 12/12/2019 14:01:00

Document / EMD / Security fee detail

Document fees : Not required EMD : Not required

Bidding forms

Price bid

Price bid

MATERIAL CODE	MATERIAL DESCRIPTION	Unit of Measurement	Quantity
TEL0421	STEEL MEASURING TAPE 20M-CLASS 1	NO	300.00
TEL0422	STEEL MEASURING TAPE 30M-CLASS 1	NO	250.00

Information for Online Participation

Bidder who wish to participate in this tender needs to procure Digital Certificate as per Information Technology Act-2000 using that they can digitaly sign their electronic bids. Bidders can procure the same from any or the CCA approved certifying agencies, or they may contact e-Procurement Technologies Ltd. at below mentioned address and they will assist them in procuring the same. Bidders who already have a valid digital Certificate need not to procure the same. In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.

Corporate Office:

Address : A-201/208, Wall Street - 2, Opp. Orient Club,
Nr. Gujarat College, Ellis Bridge,
Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav

Cell : +91-9099090830

Phone Nos. : +91-9099090830

Fax No :

e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad

Cell : +91-9265562819

Phone Nos. : +91-79-68136809/872/823/871

Fax No :

e-Mail : Bhel.Support@abcProcure.com

Bidder who wish to participate in e-Tender need to fill data in predefined forms of Price bid available in respective tender only. After filling data in predefined forms bidders need to click on final submission link to submit their encrypted bid. Bidder need to submit Document Fees, EMD & Reference Documents in hard copy if such instruction are given by tendering authority. As Per the new Inter-operability guidelines released by Controller of Certifying Authorities(CCA), the Secured Socket Layer(SSL) certificate for a e-procurement application is generated on a new algorithm, SHA2.

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "Knowledge section".

Fraud Prevention

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.

Preference to Make in India

For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Default margin of purchase preference shall be 20% to local suppliers with default minimum local content of 50%.

[BHARAT HEAVY ELECTRICALS LTD. TIRUCHIRAPALLI-620 014](#)
[PSS/PURCHASE/MM](#)
[Terms And Conditions for Tender Published Through Eps](#)

[Item details](#)

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	TEL0421 STEEL MEASURING TAPE 20M-CLASS 1 20 METRE STEEL MEASURING TAPE CLASS I ONLY OF IS 1269(PART-2)/1997 MARKED IN MM WITH WHITE/YELLOW BACKGROUND. MAXIMUM PERMISSIBLE VARIATION AT ANY LENGTH IS + /-(0.1+ 0.1L)mm WHERE L IS LENGTH IN METRE AND VARIATION ON TOTAL LENGTH IS 2.1 mm FOR 20M STEEL TAPE WHEN MEASURED AT 20 DEGREE CENTIGRADE WITH 5.0 kg TENSION LOAD	NO	300.000	300.00	21.02.20
20	TEL0422 STEEL MEASURING TAPE 30M-CLASS 1 30 METRE STEEL MEASURING TAPE CLASS I ONLY OF IS 1269(PART-2)/1997 MARKED IN MM WITH WHITE/YELLOW BACKGROUND. MAXIMUM PERMISSIBLE VARIATION AT ANY LENGTH IS + /-(0.1+ 0.1L)mm WHERE L IS LENGTH IN METRE AND VARIATION ON TOTAL LENGTH IS PLUS OR MINUS 3.1 mm WHEN MEASURED AT 20 DEGREE CENTIGRADE WITH 5.0 kg TENSION LOAD	NO	250.000	250.00	21.02.20

General Note:

Terms and conditions as - Annexure A & I are enclosed.

Annexure - A

1. Material specification & sample submission:

Supply shall be made strictly as per the specifications mentioned in the enquiry. If there is any deviation, the same should be mentioned clearly against that item in the equivalent offer while submitting bid in the e-procurement portal itself.

Bidders participating as other than manufacturer should submit Letter of Authorization from manufacturer of the item or Dealership certificate at the time of submission of their offer in the e-procurement portal, otherwise their offer is liable for rejection.

2. Offer submission:

The bidder shall submit his offer in the e-Procurement portal only at <https://bhel.abcprocure.com>. New bidder would be required to register on the e-procurement market place <https://bhel.abcprocure.com> or <https://bhel.abcprocure.com/EPROC/> and submit their bids online. Existing bidders may use their login ID for offer submission. The offer is to be submitted within 14.00 hours IST on or before the due date. The tender will be operated in the two part bid systems. Sealed cover bids / e-Mails / FAX / Manual offer will NOT be accepted.

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

Please attach the following scan copy of documents along with the Offer:

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

Otherwise offer is liable for rejection.

Please visit <https://bhel.abcprocure.com/EPROC/>; & www.bhel.com for more details & corrigendum if any for the tender enquiry. Before proceeding for submitting quotation in e-portal, supplier to ensure that they are having a valid Digital Signature Certificate (DSC). Valid DSC refers to an Active Signing and Encryption Certificate (both), with specification Class III SHA2 2048 bit

(Import Note: Online registration of new suppliers in our Product Material Directory is open through our website: <https://supplier.bhel.in/>

Sellers interested to register their organization in the product materials directory of BHEL Trichy as a Permanent Vendor, may visit our website and submit Online Supplier Registration Form.)

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: Quantity tolerance +0.00% to -5.00% is applicable on all the tendered items. (Rounded up to the next higher quantity for the individual item).

8. 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.

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

Liquidated Damages (LD): Liquidated damages shall be 0.5% of the total purchase 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 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 will be taken for LD calculation. Supplier should accept LD clause without any deviation at the time of offer submission.

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

10. 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 items wise only to evaluate offers per item wise. In the event of more than one vendor becoming L1 for a single item, the enquiry quantity will be shared equally among all the L1 vendors. For such item / items splitting will be done among L1 vendors.

11. Offer Evaluation Criteria:

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

Indigenous Vendors

Net Landed cost/rate for each item/set = 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, 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.

12. 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.

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 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 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.
- For the evaluation purposes, exchange rate (TT selling rate of SBI) as on schedule date of tender opening (Part I, i.e technical bid, in case of two part bid) shall be considered.
- 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.
- Products with I.S.I. certification marks will be preferred.
- 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:
 - i) Vendor declaring such invoice in Form GST ANX-1
 - ii) 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:

- 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. 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.

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 ***

ANNEXURE – I (Applicable on Indigenous MSE bidders as per clause 14 only)

Certificate by Chartered accountant on Chartered Accountant's 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
 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