



BHEL GOINDWAL

**TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1415-178 Dated 26.02.2015 Due date 19.03.2015)
ITEM: Safety Items**

COMMERCIAL AND TECHNICAL TERMS

1. INVITING TENDERS

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited for supply of “Safety Items” as per applicable technical terms mentioned by BHEL. The relevant documents are attached with the Enquiry.

For manufacturers

Procurement shall be preferred from manufacturers. In case manufacturer insists on engaging a dealer/ agent, such dealer/agent is not allowed to represent more than one manufacturer.

For dealers

In case of dealers/agents, Authorized dealer certificate is required from original manufacturer for this tender. In case bids are received from dealer/agent and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer will be rejected, kindly quote for single make only.

Note item Sr. 3,4 & 5 in the techno commercial format are reserved for procurement from MSE firms only, in case, no response is received from MSE’s then procurement will be made from Non-MSE firms.

List of Safety items tendered is attached in the techno-commercial format and Price Bid format.

The two part bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

Bid	Description	Superscription on envelope	Min documents to be submitted
Part-I	Techno-Commercial bid	PART-I: “Techno-Commercial Bid” Tender Enquiry no. 1415-178dated 26.02.2015 Due date of opening: 19.03.2015 Sender:	1. Acceptance of all terms and conditions. 2. Un-priced (Prices not filled) format showing taxes and duties structure. 3. Compliance to technical specification
Part-II	Price bid	PART-II: “Price Bid” Tender Enquiry no. 1415-178dated 26.02.2015 Due date of opening: 19.03.2015 Sender:	Price bid duly filled prices in words also along with same taxes and duties as mentioned in un-priced bid. <u>Per unit Prices in Rs.</u>
PLEASE SEE AND FOLLOW THE CHECKLIST PROVIDED AT THE END			

All the sealed envelopes should be put in an outer envelope clearly mentioning Tender Enquiry No., item description as “Safety Items” and due date of opening and time.

Part-I: Techno-Commercial bid should contain

- a) Acceptance of Techno-Commercial terms and conditions should be attached next. This can be attached either by signing each page of terms and conditions or a confirmation statement. Any deviation proposed by bidder shall be considered by BHEL at its own discretion; and if finally considered, shall carry loading factor at the discretion of BHEL.
- b) Unprice bid, filling all other details except **prices**.

Sealed quotations shall reach by 1500 Hrs on due date. Part-I shall be opened on due date at 1530 Hrs. Based on evaluation of techno-commercial offers, Price bids of bidders who qualify techno-commercial evaluation shall be opened. Date of opening of Price bid shall be informed to all successful bidders.



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Part II: Price Bids:

Price quotation format shall be as attached.

Present rate of VAT/CST & Excise duty + any cess on ED shall be mentioned in the table as %. All duties shall be paid extra. However, the comparison among bidders shall be done on the basis of quoted rates converted to "Total landed cost to BHEL". Duties shall be payable extra against ED Gate Pass valid for CENVAT benefit.

Price quoted shall be firm and not subject to any escalation during the contract.

Price should be quoted on FOR Destination Goindwal Sahib basis. If not mentioned, it shall be concluded that the offer is on FOR Destination Goindwal Sahib basis. In case rates are Ex-Works basis, loading of expenses i.e., freight, transit insurance shall be done by BHEL at its discretion to arrive at Landed prices. Comparison shall be done at Landed cost to BHEL.

Tenders should be free from CORRECTION AND ERASURES. Corrections if any must be attached. Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal. For any clarification you can contact on email id tendermm@bhelivp.in. Tender may be handed over to Sh Gurbax Singh/ Head MM or Sh Amit Kumar in case of bulky tenders.

Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects.

2. VALIDITY OF OFFERS:

The offers shall be kept open for acceptance for **60 days** from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

3. SCOPE OF SUPPLY

Material shall be supplied as per the applicable latest Technical Document No./Material Standard requirements/ Drawing No or specifications. National & International material Standards shall have to be arranged by vendors themselves.

4. REPLACEMENT OF REJECTION

If the material is rejected due to defective workmanship during inspection or at the time of actual use, within the guarantee period, the rejected material shall be replaced by the supplier. Corresponding quantity shall be treated as unsupplied against respective purchase order till replacement is received at BHEL. If the material is found defective and rejected during use for which payment has already been released the rejected quantity shall be supplied free of cost by the vendor within a month of intimation of the rejection by BHEL.

5. DELIVERY SCHEDULE:

Supplies shall be affected and completed as per schedule mentioned in the POs. We require material **within two month from PO**. Further, BHEL may release delivery schedule from time to time based upon our requirement. Vendor shall be required to complete the order as per the BHEL schedule requested.

6. ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.



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7. TERMS OF PAYMENT:

- a. Due payment against supplies received shall be due after 30 days of receipt and acceptance of material and shall be paid within next 15 days period. In case of deviation, loading shall be done at SBI base rate + 6% at time of opening of Part 1.
- b. Documents to be submitted
 - i. Commercial invoice (in duplicate)
 - ii. Excise invoice (in duplicate) valid for claiming CENVAT credit
 - iii. Original VAT invoice valid for claiming input tax credit, if applicable
 - iv. Material Test Certificates (MTC) and
 - v. Compliance Certificate.
- c. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
- d. **It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.**
- e. ***BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.***

8. INSPECTION:

1. All required tests shall be carried out by vendor at no extra cost. Relevant TCs shall accompany the consignment. **BHEL may decide to inspect itself/arrange third party at vendors' works itself as and when necessary with prior intimation to the vendor.** No additional charges shall be claimed for such inspections.
2. Latest applicable revisions of standards/procedures to be referred.
3. Any inspection carried out before supply by vendor/incoming stage at BHEL notwithstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.

9. COUNTER OFFERS

BHEL reserves the right to negotiate with L1 or re-float the tender in case the quoted prices are not acceptable.

BHEL will give counter-offer to MSE vendors falling in the L1+15% range only for the items where the quantity required per item is equal to or greater than 5. This counter offer will be given only in the case where the L1 bidder is not MSE. If L1 bidder is MSE, no counter offer will be given. This counter offer will be given as per below criteria:

Tender quantity shall be divided in the proportion 80:20 (80% for L1 and 20% for MSE's):

I. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be offered 20% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared equally. If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer then the remaining quantity shall be distributed equally to the MSEs accepting L1 prices.

II. 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises.

III. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be offered to L1.

IV. If there is no MSE in the Price band of L1+15% then the 20% quantity shall be offered to L1 vendor.



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10. PENALTY FOR LATE DELIVERY:

'Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.00 %.

Any loading on LD clause shall be to the extent to which it is not agreed to by the bidder (at offered value). BHEL reserves the right to receive or not receive the material after the due date of PO.

11. RISK PURCHASE:

BHEL shall be entitled to terminate the contract/pending POs at any stage and to purchase elsewhere at the risk and cost of the vendor, either the whole of the goods or any part thereof which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery.

12. SUB-CONTRACT:

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

13. FORCE MAJEURE:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

14. DISPUTES:

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

15. JURISDICTION:

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

16. MSME & MSE Certification:



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If the bidder is registered as any of Micro/Small/Medium enterprise as defined in Micro Small and Medium Enterprises Development Act, 2006; a copy of registration certificate to be attached. MSE's shall be given preferences as described in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" subject to the submission of proper documentary evidence (i.e. District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises) with quotation. "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" document can be downloaded from link <http://dcmsme.gov.in/FinalPressorder.pdf> and can also be collected from the office of Manager/MM IVP Goindwal. Below Clause 26 need to be followed for this required documents for MSE benefits.

19 CLARIFICATIONS:

The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

20 LOI (Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

21 GENERAL:

- a) BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b) BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c) BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- d) If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- e) Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.

22. BANNED FIRMS:

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.



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23.WORDS AND FIGURES

- 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 upto 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..

24. PREFERENCES FOR MSE's:

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- **Below are the documents which need to be submitted for proving the MSE nature:**

"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 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 bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through a procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."



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Annexure -I

Certificate by Chartered Accountant on letter head

This is to Certify that M/S ,
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-11) dtd:.....,
Category:..... (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the
latest audited financial year as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.0.1722(E) dated October 5, 2006 :
Rs.....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.....Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number-

Seal of Chartered Accountant



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CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN TWO PARTS BIDS

S. No.	Document	Status [pl. check the following for ready ref]
1	First envelope should contain	Yes 1. Acceptance of techno-commercial terms. 2. Un-price bid attached. Envelope sealed
	(1) Techno-Commercial bid (2) Un-price bid (item prices not to be mentioned) (3) MSE certificate and annex 1 if applicable	
		Sealed envelope marked as Part-II “Pre-Qualification & Techno-Commercial Bids”
2.	Price Bid sealed in separate envelope super scribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-III “Price Bid” Yes, sealed
3.	Both sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date	Yes

CONTACT ADDRESS AND DETAILS:

Phone No.	01859-224615	01859-224618
Email	hrai@bhelivp.in	amit@bhelivp.in
Fax: 01859-222061 BHARAT HEAVY ELECTRICALS LIMITED INDUSTRIAL VALVES PLANT 433, INDUSTRIAL COMPLEX GOINDWAL SAHIB, DISTT. TARN TARAN PUNJAB 143422		

Annexure-II : UNprice Bid format for Enquiry No.1415-178 dt. 26.02.2015 Due date of opening 19.03.2015

Sr. No.	Material	Matl Desc	IS Standards	Unit of measurement	Req. Qty	Quoted	Unit Basic Price, in Rs.
1	GWS670000045	Rubberized Fabric Reinforced Rubber Line	Rubberized Fabric Reinforced Rubber Line Fire Hose, Jacket is made of 100% Synthetic Yarn, Heat and Abrasion Resistance.Hose pipe should be as per IS 636, Type "A" .Size-63mm, Length-30 Meter.Hose pipe to be supplied with Stainless Steel Male and Female coupling binders wound at the end of Hose Pipe.	NO	3	Yes/No	"Pl. see price bid"
2	GWS670000046	STAINLESS STEEL PIPE DIA 63mm	Stainless Steel short branch pipe of dia 63mm as per IS:903 with ISI Mark.	NO	3	Yes/No	"Pl. see price bid"
3	GWS670000047	GUN METAL HYDRANT VALVE (MSE Reserved)	Gun Metal Hydrant Valve (Down Ward) as per IS-5290. Size-63mm. Inlet-75mm NB Flanged. Out Let-63 mm Female Instantaneous .	NO	5	Yes/No	"Pl. see price bid"
4	GWS670000050	SAND BUCKETS WITH FINISH FIRE RED COLOR (MSE Reserved)	Sand Buckets. Finish-Fire red clour.	NO	10	Yes/No	"Pl. see price bid"
5	GWS67009844	Gun Metal Adaptor Heavy Duty Size 63 mm (MSE Reserved)	Gun Metal Adaptor (Heavy Duty) for Hydrant Valve as per IS 5290 , Size 63 mm	NO	5	Yes/No	"Pl. see price bid"
6	GWS67009845	CI Hand Wheel 63 mm	CI Hand Wheel for Hydrant Valve Size 63 mm	NO	10	Yes/No	"Pl. see price bid"
7	GWS67009847	Foam Trolley Mounted Fire Extinguishr 50L	Mechanical Foam Trolley Mounted Fire Extinguisher Capacity: 50 ltr, as per IS: 13386, Range - 10 meter	NO	3	Yes/No	"Pl. see price bid"
Excise Duty rate (mention in % if applicable, mention as NIL if not applicable)			Applicable/Not applicable				
			Extra/Inclusive				
			% if applicable			<i>Pl. clearly mention in</i>	
Cess on ED rate (mention in % if applicable)							
CST (%) / VAT (%)			Extra/Inclusive				
			%				
Validity of offers (As per BHEL terms 60 days validity is required)						<i>Pl. clearly mention</i>	
The above prices are Firm, without any price esclation; are Rs. per unit Basis; and are on FOR Goindwal Sahib basis.							
We accept all terms and conditions of the Tender Enquiry No. 1415-178 dated 26.02.2015							
Authorised signatory with seal							

Annexure-II : Price Bid format for Enquiry No.1415-178 dt. 26.02.2015 Due Date of opening 19.03.2015

Enq. Sr. No.	Material	Matl Desc	IS Standards	Unit of Measure	Qty Reqd	Unit Basic Price in Rs.
1	GWS670000045	Rubberized Fabric Reinforced Rubber Line	Rubberized Fabric Reinforced Rubber Line Fire Hose, Jacket is made of 100% Synthetic Yarn, Heat and Abrasion Resistance.Hose pipe should be as per IS 636, Type "A" .Size-63mm, Length-30 Meter.Hose pipe to be supplied with Stainless Steel Male and Female coupling binders wound at the end of Hose Pipe.	NO	3	"To be filled by vendor"
2	GWS670000046	STAINLESS STEEL PIPE DIA 63mm	Stainless Steel short branch pipe of dia 63mm as per IS:903 with ISI Mark.	NO	3	"To be filled by vendor"
3	GWS670000047	GUN METAL HYDRANT VALVE (MSE Reserved)	Gun Metal Hydrant Valve (Down Ward) as per IS-5290. Size-63mm. Inlet-75mm NB Flanged. Out Let-63 mm Female Instantaneous .	NO	5	"To be filled by vendor"
4	GWS670000050	SAND BUCKETS WITH FINISH FIRE RED COLOR (MSE Reserved)	Sand Buckets. Finish-Fire red clour.	NO	10	"To be filled by vendor"
5	GWS67009844	Gun Metal Adaptor Heavy Duty Size 63 mm (MSE Reserved)	Gun Metal Adaptor (Heavy Duty) for Hydrant Valve as per IS 5290 , Size 63 mm	NO	5	"To be filled by vendor"
6	GWS67009845	CI Hand Wheel 63 mm	CI Hand Wheel for Hydrant Valve Size 63 mm	NO	10	"To be filled by vendor"
7	GWS67009847	Foam Trolley Mounted Fire Extinguisher 50L	Mechanical Foam Trolley Mounted Fire Extinguisher Capacity: 50 ltr, as per IS: 13386, Range - 10 meter	NO	3	"To be filled by vendor"

Nothing except prices will be entertained in part-II of tender.

Authorised signatory with seal