



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1415-052 dt. 19.07.14 Due date 11.08.2014)

PRE-QUALIFICATION TERMS

P1. Technical

1. Bidders should primarily be engaged in manufacturing and supply of material grade as required by BHEL in Fuel Pipe coupling. Vendor has to give undertaking that he is manufacturing this material grade.
2. Suppliers not engaged in manufacturing of castings will not be considered. Vendor has to give any one proof that he is manufacturer e.g copy of ECC (Excise control Code) Number/MSME certificate/VAT Registration number (If applicable), List of machinery.
3. Machining Facility can be in-house or outsourced. In case of in-house machining facility – details to be provided. In case of outsourcing of Machining facilities BHEL intends to satisfy itself that party has arrangement for machining. A document for the tie-up/MOU/Purchase order on machining house(s) has to be provided with the details of machining facility available with the attached machining house.

BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. For verification of data presented for pre-qualification bid, BHEL may decide to visit the bidder(s) works.

P2. Financial

1. Bidder should have average minimum annual turnover of Rs. 100.00 lac of the last 3 (three) years, ending on 31-03-2013. Audited balance sheet and profit & loss account of the company need be submitted for last 3 (three) financial years, ending on 31-03-2013 in support of this requirement.

In case required audited financial statements have not been submitted for all the three years as indicated above, then the audited statements submitted by the bidders against above 3 (three) years, will be averaged for 3 (three) years.

2. Bidder should submit valid permanent account number (PAN).

P3. Earnest Money Deposit (EMD)

The tenderer shall be required to deposit earnest money of Rs. 75,000/- (Rupees Seventy Five thousand only) in Cash Demand Draft/Pay Order only payable at Punjab National Bank/State Bank of India/HDFC Bank/Union Bank of India/Allahabad Bank/Punjab & Sind Bank at Goindwal Sahib, Distt. Tarn Taran or through Demand Draft of any other bank payable at Amritsar.

An envelope containing EMD shall be attached clearly marked "EMD" and reference to Enquiry no. Part I bids of those tenderers only shall be considered who have attached EMD envelope.

Following shall be exempted from submitting EMD:-



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1. PSUs of Central Government/State Governments (proper evidence had to be submitted).
2. Micro and Small Enterprises (documents required as per tender terms and conditions Sr. no. 10. e.)

EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of placing PO/Contract to successful tenderer. EMD by the Tenderer will be forfeited as per Tender Documents if, the successful bidder/vendor refuses to accept or acknowledge the Order after award of the same on him and/or withdraws his bid and /or unilaterally changes the offer and/or any of its terms & conditions within the validity period. EMD shall not carry any interest.

The EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG).



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DUE DATE OF OPENING: 11.08.2014

1. INVITING TENDERS

Tenders in three part bids are invited.

Sealed tenders in three parts; Part-I: EMD, Part-II: Techno-commercial bid and Part-III: Price bid are hereby invited for supply of *manufacturing & supply of Coupling Housing 26H machined castings* as per BHEL Drawings, technical document IVP:QM:Tech:Req:Fuel Coupling:01 Dt. 23.01.2012. The relevant documents are attached with the Enquiry. Please note that rates should be F.O.R Goindwal basis.

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

Bid	Bid description	Superscribing on envelope	*** Should contain ***
Part-I in Second sealed envelope	EMD	Part-I EMD against tender enquiry No. 1415-052 Dt. 19.07.14	<ol style="list-style-type: none"> The tenderer shall be required to deposit earnest money of Rs. 75,000/- (Rupees seventy five thousand only) through Demand Draft/Pay Order only payable at Punjab National Bank or State Bank of India at Goindwal Sahib, Distt. Tarn Taran. If vendor is exempted from EMD, then he should write the reasons under which EMD exemption is being asked.
Part II in Sccond sealed envelope	Techno-Commercial Offer	Part-II (Techno-Commercial) bid against tender enquiry no: 1415-052 Dt. 19.07.14	<ol style="list-style-type: none"> Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on). Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled. Undertaking from vendor regarding engagement in material grade as required by BHEL. Proof of manufacturer Audited balance sheet & ITR copy if applicable
Part III in third sealed envelope	Price Bid	Part-III (Price) bid against tender enquiry No. 1415-052 Dt. 19.07.14	<p>Price bid in the format attached. Preferably the price bid envelop should contain ONLY the price bid. Further, if even the same conditions are mentioned in the Part-III, but after scrutiny of Part-I&II, the bidder has agreed to BHEL terms, the same shall be binding and any such condition found in Part-III shall in no case be discussed.</p> <p>Anything other than price mentioned in the price bid shall be considered invalid</p>



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All three the sealed envelopes should be put in outer sealed envelope superscribing all details i.e. Enquiry Number, Date, Supplier's Name and Address and Item.

Time of submission by 1500 Hrs on Due Date. Time of Techno-Commercial bid (Part I & II) opening is 1530 Hrs on due date. Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids.

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.

1.1 Rates quoted shall be firm and fixed. No price variation is proposed and allowed.

1.2 Rates should be FOR Goindwal basis

2. VALIDITY OF OFFERS:

The offers shall be kept open for acceptance for 90 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. **IVP:QM:Tech:Req:Fuel Coupling:01 Dt. 23.01.2012/** Material Standard requirements/ Drawings. National & International material Standards shall have to be arranged by vendors themselves.

Please note that for each set there are two drawings. One drawing is of casting segment. And another drawing is of assembly (set). Vendor has to supply us casting in assembly condition with machining as per drawing, the track bolts for each set will be provided by BHEL.

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 (i.e. as per clause 11), 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.



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5. DELIVERY SCHEDULE:

4 months had been kept as delivery period to complete the order. For the new vendor after placing the Purchase Order, 2 months will be given for development in which vendor had to supply minimum of 300pcs. (50sets) within 2 months and balance ordered quantity to be supplied by the vendor in the next two months.

In case the new vendor doesn't complete development order (300pcs.) in the stipulated time, the remaining order quantity will be get cancelled and that quantity shall be given as counter offer to the other vendor who is already executing the order of remaining quantity of the tender.

Thus, in order to meet customer requirement, a fresh tender will be floated of the quantity remained unsupplied due to cancellation, non-acceptance of the counter offer and the new vendor who is unable to complete the development in stipulated time will be resorted to Risk Purchase. The amount of risk Purchase will be applicable only if it is more than CEBG amount.

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.

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 any deviation from standard payment term mentioned BHEL at its discretion may load on the item price at Base rate of SBI + 6% for the period of relaxation sought by bidder. BHEL releases the payment through eft mode, to make the payment realization faster. It is advised to suppliers to submit details, if already not 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.
- b. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
- c. **It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.**
- d. ***BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.***

8. INSPECTION:



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- a. 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.
- b. **Vendor will give inspection call sufficiently in advance considering the delivery period stipulated in the purchase order.**
- c. Material Test Certificates (MTC), Inspection reports and Compliance/Guarantee Certificate are to be provided along with the supplies.
- d. Latest applicable revisions of standards/procedures to be referred.
- e. Any inspection carried out before supply by vendor/incoming stage at BHEL not withstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.

9. **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:

- a) 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- b) 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.
- c) EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- d) 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).

"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



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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.”

- e) “The enterprises which graduates from Micro and Small Enterprises to Medium Enterprises and even beyond the purview of MSMED act, as on dated 01.04.2013, shall also be entitled to MSE benefits earmarked in the MSMED Act for next three years subject to their submission of necessary documents (i.e. confirming the Micro and Small Nature as on dated 31.03.2013 and Medium nature afterwards)”

Also kindly note that copy of EM-II certificate should be attested from Gazetted officer/Notary only. It is reiterated that MSE benefit will be given only if supplier submits required documents in Part-I of tender itself.

10. Loading Criteria and Counter Offer

BHEL will give counter-offer to vendors other than L1, in order to have broader vendors base for ensuring timely delivery. Following directions shall be followed when allotting the tender quantities:

- (a) Tender quantity shall be divided in the proportion 60:20:20 (60% for L1, 20% for L2 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:
- I. L2 acceptance of L1 rates.
 - II. 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 at 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 equally.
 - III. 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.
 - IV. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be offered to L2 subject to its acceptance to L1 price.
- (b) In case if the L1 vendor is MSE then quantity shall be provided as 56 % and 40% in L1 and L2 vendor subject to acceptance to above mentioned provision



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no.(i). 4% tender quantity shall be offered to the MSEs owned by SC/ST's. 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 sub-target for procurement earmarked for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from L1 vendor.

(c) In case L2 bidder doesn't accept the counter offer, L3 will be contacted and so on except highest bidder.

11. GUARANTEE:

Vendor shall give a guarantee of 18 months from the date of dispatch or 12 months from use, against manufacturing defects, whichever is earlier.

12. 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. Liquidated damages clause will be applicable for delayed supplies @ 0.5% per week or part thereof subject to a maximum of 10.0 %.

BHEL reserves the right to receive or not receive the material after the due date of PO.

13. 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.

14. 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.

15. 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



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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.

16. 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.

17. 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.

18. MSME Certification:

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.

19. MSE Clause

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.

20. REVERSE AUCTION:

Reverse Auction (RA): "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be



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decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non- submission of „online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of „online sealed bid" by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non- compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.



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8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

21. 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.

22. LOI(Letter of Intent)



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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.

23. 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.

24. 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.
- 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

25. BANNED FIRMS:



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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.

26. Supplier Registration:

Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, may submit duly filled format for "Vendor Registration form". The form can be downloaded from our website www.bhel.com or can be requested at gss@bhelivp.in or rajeshk@bhelivp.in. Registered vendors with BHEL IVP GWL have to mention their vendor code. Registered vendors with any other unit of BHEL are also required to mention the vendor code given by respective BHEL unit along with photocopy of latest POs from BHEL unit. Techno-commercially qualified bidders may be asked for submission of supplier registration form for getting registered with BHEL, IVP, Goindwal.

27. Contract Execution Bank Guarantee

In order to start the supply of material at the earliest, it is proposed to keep CEBG of the nominal value for 2% of the total purchase order value for all vendors. CEBG shall be kept valid until 30 days after the completion of order by the vendor. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier.

28. CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN THREE PARTS BIDS

S. No.	Document	Status
1.	EMD of Rs. 75,000/- (Rupees Seventy Five thousand only) in Cash Demand Draft/Pay Order only payable at Punjab National Bank/State Bank of India/HDFC Bank/Union Bank of India/Allahabad Bank/Punjab & Sind Bank at Goindwal Sahib, Distt. Tarn Taran.	Sealed envelope marked as Part-I Yes, Sealed
2.	Envelope should contain (1) Techno-Commercial bid preferably with signed copy of terms & conditions (2) Unpriced bid format (Annexure-2) with applicable taxes (item prices not to be mentioned)	Sealed envelope marked as Part-II "Techno-Commercial Bids" Yes, Sealed
3.	Price Bid (Preferably in Annexure-3) sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-III "Price Bid" Yes, sealed
4.	All three sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date	Yes

Certificate by Chartered Accountant on letter head

This is to Cert'fy 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.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 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

Price Bid Annexure to Enquiry No.1415-052 Dated 19.07.2014 due date 11.08.2014

Enq Sl. No.	Code	Description of material	Drg No	Enquiry Qty (Nos.)	Unit Basic Price, Rs. per No (In Figure)	Unit Basic Price, Rs. per No (In Words)
1	961344090001	FUEL PIPE COUPLING CASTING 26H w/o gasket	1-47-263-00999 & 2-47- 263-00556	10500 Nos (1750 sets)	To be filled by Bidder	To be filled by Bidder

Authorised signatory with seal

Techno-Commercial Bid Annexure to Enquiry No.1415-052 Dated 19.07.2014, Due date 11.08.2014

Enq Sl. No.	Code	Description of material	Drg No	Enquiry Qty (Nos.)	Quoted	Supplier's Capacity per Month [Nos(Sets)/month]	Unit Basic Price, Rs. per No
1	961344090001	FUEL PIPE COUPLING CASTING 26H w/o gasket	1-47-263-00999 & 2-47-263-00556	10500 Nos (1750 sets)	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 % if applicable</i>
Cess on ED rate (mention in % if applicable)							
CST (%) / VAT (%)			Extra/Inclusive				
			%				
Validity of offers (As per BHEL terms 90 days validity is required)							<i>Pl. clearly mention</i>

The above prices are **Firm, without any price escalation; are Rs. per piece; and are on FOR Goindwal Sahib basis.**

We accept all terms and conditions of the Tender Enquiry No.1415-052 Dated 19.07.2014, Due date 11.08.2014

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