



# BHARAT HEAVY ELECTRICALS LIMITED

INDUSTRIAL VALVES PLANT, GOINDWAL SAHIB, PUNJAB  
Tender Enquiry No. 1415-133 Dated 03.12.2014 due on 26.12.2014  
ITEM: Wooden boxes and planks

## GENERAL TERMS AND CONDITIONS

**Due Date: 26.12.2014**

### 1. INVITING TENDERS

Tenders in two part bids are invited from 'MICRO & SMALL ENTERPRISES (MSE's)' only for supply of 'Wooden boxes & Planks' as per BHEL drawings/TDC/Specification (items in Annexures Unprice bid) on 'Annual rate contract basis'. Dimension of Boxes shall be as per drawing.

**Bidders should primarily be engaged in wooden boxes/crates manufacturing/wooden items. BHEL may carry out evaluation of bidder's capability. BHEL reserves the right to accept/reject any offer based on evaluation of bidder's capability. BHEL may decide to visit the bidder(s) works. Any fact found deviating from bids during evaluation shall make the bidder liable to be dis-qualified. BHEL reserves the right to ask any or all bidder to furnish previous work experience for technical evaluation purpose.**

**Documents to be submitted by bidders as per following para.**

"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. Documents should be notarized or attested by a Gazetted officer."

"If an enterprise is falling under any of the three categories of enterprises as defined in the Act, graduates to a higher category from its original category or beyond the purview of the act, it shall continue to avail all non-tax benefits of its original category notified by the Ministry of Micro, Small and Medium Enterprises for a period of three years from the date of such graduation to the higher category".

Sealed tenders in two parts; Part-I: Techno-commercial bid and Part-II: Price bid are hereby invited as per applicable specifications and Drawings provided by BHEL. The relevant documents are attached with the Enquiry.

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

Bid	Superscribing on envelope	*** Should contain ***
Part I in First sealed envelope	Part-I (Techno-Commercial) bid against tender enquiry no:1415-133 dt 03.12.2014 due for opening on 26.12.2014	<ol style="list-style-type: none"><li>1. 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).</li><li>2. Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled.</li><li>3. Compliance to BHEL drawings</li></ol>

*Manoj Kumar*  
03/12/14



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Part II in Second sealed envelope	Part-II (Price) bid against tender enquiry No: 1415-133 dt 03.12.2014	<p><b>Price bid in the format attached.</b> Preferably the price bid envelop should contain ONLY the price bid. Further, if even the same conditions are mentioned in the Part-II, but after scrutiny of Part-I, the bidder has agreed to BHEL terms, the same shall be binding and any such condition found in Part-II shall in no case be discussed. In case of discrepancy between prices in figures and words, prices in word will be considered as final.</p> <p><b>Anything other than prices mentioned in the price bid or prices in any other units shall be considered invalid. Rates should be quoted per box only.</b></p>
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Both 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) 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.**

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

CST, VAT & Excise duty + any cess on ED at the rates applicable shall be payable extra against ED Gate Pass valid for CENVAT benefit. Rates should clearly mention basic price of the item for per box and FOR Goindwal basis. Unloading of material at Main Stores of BHEL shall be arranged by BHEL. Order of enquiry item sl. No. shall be maintained in the quotation. The rates quoted shall be firm and fixed. No price variation is proposed and allowed for full year.

**Bidders, who are not currently on registered list of BHEL IVP Goindwal Sahib, may submit duly filled format for "Vendor Registration form" along with MSE certificates. This duly filled form can be submitted separately/immediately without waiting for the tender opening. The form can be downloaded from our website [www.bhel.com](http://www.bhel.com) or can be requested at [manmeet@bhelivp.in](mailto:manmeet@bhelivp.in) or [amit@bhelivp.in](mailto:amit@bhelivp.in).**

**BHEL reserves the right to reject offer of any bidder based on past performances/previous participation in rate contracts for supply of wooden boxes and planks with our unit.**

### Part-I: Techno-Commercial bid should contain

- The details/data/ information/ supporting certificates for MSE as per requirement.
- Acceptance of Techno-Commercial terms and conditions should be attached next. This can be attached either by signing each page of terms and conditions & Drawings 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.
- Un priced price bid, filling all other details except prices.
- Monthly CFT commitment to be mentioned in bid**

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 pre-qualification and/or techno-commercial offers, Price bids of bidders who qualify from pre-bid qualification and techno-commercial evaluation shall be opened. Date of opening of Price bid shall be informed to all successful bidders.

Manmeet  
03/12/14



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**Part II: Price Bids should contain:**

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 PO execution.

**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.

**IF THE OFFER IS NOT ACCOMPANIED WITH ACCEPTANCE OF TERMS AND CONDITIONS, IT SHALL BE CONCLUDED THAT ALL THE TERMS AND CONDITIONS ARE ACCEPTABLE AND NO CLAIM WHATSOEVER SHALL BE ENTERTAINED LATER ON.**

**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.

**VALIDITY OF CONTRACT:**

The rate contract will be in operation for one year from **10.01.2015 to 09.01.2016** and may vary one month from this rate contract period. However, BHEL reserves the right to terminate the contract earlier also if the performance of the VENDOR is not satisfactory. The rate contract can be again for one more year on mutual agreement. BHEL reserves the right to short close rate contract earlier. All POs will be released in this contract period. Purchase orders will be released in this rate contract period only.

**3. SCOPE OF SUPPLY**

Material shall be made of specified material as per the applicable latest Material Standard requirements/Drawing/Technical Delivery conditions attached and other requirement as given in the Purchase Order. National & International material Standards shall have to be arranged by vendors themselves. Negative dimensional tolerance is not allowed. Every dispatch of material shall accompany the packing list, detailing the Numbers of item with specifications. An advance copy of dispatch details shall be furnished to Purchase/BHEL/IVP. The materials are to be dispatched with proper packing and binding.

**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:**

Sequence of delivery shall be indicated by BHEL while placing the orders/through other communications. **Vendor shall be required to complete the order as per Purchase orders placed time to time within rate contract period as per monthly CFT commitment.**

*Monmeeta*  
*03/12/14*



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### 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 (as applicable on the date of bid opening; Techno-commercial bid opening) + 6% shall be considered for loading for the period of relaxation sought by bidders.
- 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. SECURITY DEPOSIT:

An amount equal to 1% of basic value of each invoice shall be deducted from running invoices. Interest free Security Deposit (full or partial after deduction of any amount chargeable from vendor) shall be refunded after completion of order(s) against this tender.

### 9. 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.

### 10. 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 vendors other than L1, in order to have broader vendors base for ensuring timely delivery. **Counter Offers will be given for all items as per loading clause.**

### 11. LOADING

*Manmeet Kumar*  
*03/12/14*



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100% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms. 20% from the above mentioned 100% procurement quantity shall be procured from MSE's owned by SC /ST's. If there are more than one MSE's owned by SC /ST's, qty shall be equally divided. Failure to participate by any MSE owned by SC/ST's this 20% quantity shall be procured from other MSEs. All these benefits are subject to production of all statutory documents.

BHEL reserves the right to cancel/ refloat the tender, if the prices are abnormally higher than estimates. Further, BHEL reserve the right to negotiate with L1 vendor and split the tender among bidders to meet its requirement by giving counter offers. If registered vendor is L1, it shall be given minimum of 60% of quantity indicated or its full CFT capacity. BHEL reserves the right to accept/reject any bid for any reason of past performance of bidder.

BHEL reserves the right to give counter-offer to any number of vendors. Loading beyond L1's capacity (or BHEL discretion beyond 60%, as the case may be) shall be done on L2, if it accepts counter-offers. If L2 is not able to take balance load (criteria: minimum of 30% and its capacity), L3 shall be contacted. If L2 does not accept counter-offer, L3 shall be automatically contacted for next loading reserved for L2 and so on. BHEL reserves the right to continue placing orders on any higher bidder who has accepted RC for meeting its requirement, if L1 bidder is new vendor and is taking time for executing development order/any other issue.

BHEL reserves the discretion of deciding loading in any proportion depending upon execution of orders by suppliers and our requirement. Maximum loading to L1 shall be ensured provided despatches are made as committed. BHEL reserves the right of not giving counter-offer to highest bidder.

20% 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, 20 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises.

All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.

On all new vendors not registered with our unit, initially a development PO will be released as per monthly CFT commitment for 2 months. On successful completion of this development order only, further order will be released.

### **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. Penalty for late delivery will be applicable @ 0.5% per week or part thereof subject to a maximum of 10.0 %.

If any vendor does not accept LD ½% of the supply for each week of delay subject to a maximum of 5%, their offer is likely to be rejected by BHEL and the price bid shall not be opened. Bidders accepting for 10% LD shall not be loaded on account of LD. However bidders who offer any other % LD [between 5% to 10%] shall be loaded @ % deviation from 10% and their accepted %.e.g. If a bidder accepts for a max of 7% LD only, their offer would be loaded @ 3% (10 - 7 = 3).

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

### **13. RISK PURCHASE:**

*M. Mehta*  
*03/12/2014*



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BHEL shall be entitled to terminate the contract with any vendor and to purchase elsewhere at the risk and cost of the vendor, either the whole or part thereof which the supplier has failed to deliver 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. Purchases made from any other vendor at its quoted rates shall be made and the difference of rates of defaulter vendor and new vendor shall be deducted from running bills of the vendor who has failed to deliver.

**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 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 & MSE 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. 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



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from link <http://dcmsme.gov.in/FinalPressorder.pdf> and can also be collected from the office of DGM/MM IVP Goindwal.

### 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](http://www.bhel.com).

### 23. REVERSE AUCTION

*"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 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*

*Muneeb Khan*  
*23/12/14*



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*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.
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.

Moneet K  
03/12/14



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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.**

### **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.
- 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 ignore

### **TECHNICAL TERMS:**

#### **1. Scope of Supply:**

Material shall be supplied as per the applicable latest Technical Delivery Conditions (TDC), drawing and other special requirement as given in the Purchase Order. If requested, BHEL may allow assembly of boxes from shook /sides in its premises at its own discretion.

#### **2. Applicable Technical Delivery Conditions:**

All boxes are to be supplied as per enclosed drawings. The material used shall meet the TDC requirement/Standard requirements as mentioned in annexure.

#### **3. Inspection:**

BHEL may decide to carry out the inspection of packing boxes/parts prior to despatch. Pl. give your inspection call on readiness of material. Compliance Certificates are to be provided along with the supplies clearly detailing out the description of materials used and their compliance to the relevant standards.

#### **4. Replacement/Repair of Rejected boxes:**

If any box is found defective and is not acceptable, it shall be intimated through Rejection Memo or similar communication from BHEL and shall have to be repaired by supplier from BHEL at his own cost. BHEL reserves the discretion to levy storage charges for material not lifted within the reasonable period.

*Monmeet*  
*03/12/14*



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## 5. Marking and certificates:

Marking shall be as per drawing. Good stencil and ink/paint shall be used.

One side:	Opposite Side:
CONSIGNEE :	Box Supplier :Your Company Name
OA NO./WO NO.:	
CASE NO. :	Box Type:
NO. OF VALVES :	
WEIGHT :	
FROM :BHEL-GOINDWAL-TARN TARAN	

## 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 (1) MSE certificates	Sealed envelope marked as Part-I "Techno-Commercial Bids"	Yes 1. MSE certificate 2. Acceptance of techno-commercial terms and compliance to drawings 3. Unpriced bid attached 4. Compliance to drawings
	(2) Unprice bid		
2.	Price Bid sealed in separate Second envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II "Price Bid"	Yes Envelop sealed
3.	All three sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date		Yes

*Monmeet*  
*03/12/14*

**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 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