

#### **BHARAT HEAVY ELECTRICALS LIMITED**

CORPORATE RESEARCH & DEVELOPMENT DIVISION VIKASNAGAR, HYDERABAD - 500 042, INDIA

PHONES:23774494 (EXT:9804) FAX: 91 40 23770698

**ENQUIRY** 

Ref: 762501061 Date 09-09-2025

To

AIROSPARES & EQUIPMENTS (AB0340) PLOT NO: 24, SRI PURI COLONY KHARKHANA

SECUNDERABAD INDIA

Pin 500 015

Email: ase@airospares.com,compressors@airospares.com

Attn. M.Venkat

## **Enquiry for Spares for Chicago Pneumatic Air Compressor**

| Sl.No | Item Description                           | Unit | Qty |
|-------|--|------|-----|
| 1     | 4000 HRS Service Kit (Part No:9095954360)  | NO   | 1   |
| 2     | Oil Rotair Advance 5L (Part No:1630144505) | NO   | 1   |
| 3     | Auto Drain Valve (Part No: ADV)            | NO   | 1   |
| 4     | Non Reurn Valve (Part No:0823005009)       | NO   | 1   |

Please submit your offer before due date and time as indicated in tender.

| Sl.No | Description  | Document<br>Ref. |
|-------|--|------------------|
| 01    | Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc. | Volume - 1       |
| 02    | Technical specifications, Scope of Supply etc.                               | Volume - 2       |

Guguloth Ravinder Manager gravinder@bhel.in



# GENERAL TERMS & CONDITIONS (GTC)

Volume - 1 Enquiry No 762501061

Spares for Chicago Pneumatic Air Compressor

| SL.No.   | Clause                      | BHEL REQUIREMENT   |  |
|--|-----------------------------|--|--|
| submitted through EPS portal only parts bid offer before due date & (https://eprocurebhel.co.in) only. b. Sealed cover bids/E-mails/Fax/c. Offer is to be submitted in Two Price bid) in the e-procurement pod. Scanned copy of the filled A shall be uploaded in the EPS porta e. At its option, BHEL may consistender openings. Sufficient notice extensions and it will be publis websites: https://eprocurebhel.co.in https://www.bhel.com/tender f. Authorization for participation tender. participation requirements: ven signature certificate (DSC) (Clasencryption). Suppliers are advised the web portal. DSC shall be registall transaction done using that DS |                             | b. Sealed cover bids/E-mails/Fax/Manual offers will not be accepted. c. Offer is to be submitted in Two-part bids system (Technical bid + Price bid) in the e-procurement portal only. d. Scanned copy of the filled Annexures, Tender documents etc., shall be uploaded in the EPS portal. e. At its option, BHEL may consider extending the due date/s for the tender openings. Sufficient notice would be given by BHEL for such extensions and it will be published as corrigendum in following websites: https://eprocurebhel.co.in https://www.bhel.com/tender f. Authorization for participation in EPS portal through DSC: e-tender. participation requirements: vendor shall register their Digital signature certificate (DSC) (Class 3-SHA2-2048 BIT signing and encryption). Suppliers are advised to go through the FAQ available in the web portal. DSC shall be registered for the authorized person and all transaction done using that DSC against our tenders shall be taken as valid communication and shall be binding on vendor and is valid                                      |  |
| 2  | Details required with offer | Following documents to be submitted by Bidders along with offer:  a. PAN Number b. GSTIN Registration Status c. Name of the Contact Person d. Contact Phone / Mobile e. Email id for correspondence f. Address with PIN code and State   |  |
| 3  | GST Clause                  | 1) Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulter send.  2) In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL.  3) In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL.  4) Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state |  |

|   |   | movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed.  5) Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable.  6) Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG  7) Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.  8) A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged.  9) Wherever E-invoice is applicable, the tax invoice/CN/DN submitted by the vendor must contain the QR code generated in E-invoice portal & IRN  10) Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid. |
|---|---|---|
| 4 | Force Majeure clause                                  | If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries   |
| 5 | Firm Prices   | The prices shall be firm for entire period of contract.   |
| 6 | Restrictions under rule<br>144 (xi) of the GFR        | Submit the Annexure (provided along with enquiry documents) in your company letter head   |
| 7 | BREACH OF<br>CONTRACT,<br>REMEDIES AND<br>TERMINATION | In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.  In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:  (i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.  (ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered  |

|    |  | from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL R & D or any other units of BHEL. (iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery. (iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.  This is without prejudice to any other action as may be deemed fit by BHEL. BHEL reserve right to recover damages on account of levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc as per provisions of the contract.   |
|----|--|---|
| 8  | LAWS GOVERNING<br>THE CONTRACT   | The Order/Contract shall be exacted and governed by the laws of India and the Court at Hyderabad alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.   |
| 9  | CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION CLAUSE | The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.  The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in BHEL Conciliation scheme.   |
| 10 | ARBITRATION (WITH SOLE ARBITRATOR)   | Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of Unit-BHEL R & D.  The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.  Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.  The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract. |

|    |   | Notwithstanding the existence or any dispute or differences and/or references for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract  The bidder notes that a conflict of interest would said to have occurred in the tender process and execution of the resultant contract, in case of any of the following situations:  i) If its personnel have a close personal, financial, or business relationship with any personnel of BHEL who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of BHEL directly or indirectly;  ii) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating;  iii) Procurement of goods directly from the manufacturers/ suppliers shall be preferred. However, if the OEM/ Principal insists on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer/ supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer/ supplier or the manufacturer/ supplier could bid directly but not both. In case bids are received from both the manufacturer/ supplier and the agent, bid received from both the manufacturer/ supplier and the agent, bid received from both the manufacturer/ supplier and the agent, bid received |
|----|---|--|
| 11 | TREATMENT OF CASES REGARDING CONFLICT OF INTEREST | from both the manufacturer/ supplier and the agent, bid received from the agent shall be ignored. However, this shall not debar more than one Authorised distributor (with/ or without the OEM). from quoting equipment manufactured by an Original Equipment Manufacturer (OEM) in procurements under a Proprietary Article Certificate.  |
|    |   | iv) A bidder participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV member or sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a JV.  |
|    |   | The Bidder declares that they have read and understood the above aspects, and the bidder confirms that such conflict of interest does not exist and undertakes that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder{s}, in this regard. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.   |
|    |   | In case, the Bidder is found having indulged in above activities, the same will be considered as a violation of the tender conditions, and suitable action shall be taken by BHEL as per extant policies/guidelines.   |
| 12 | Late Tenders                                      | Tenders received after due date/time(12:00hrs) will not be considered  |
|    |   |  |

| 13 | Descrepancy in 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. |
|----|----------------------------------|---|
| 14 | Two Part bid clarifications      | In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.   |
| 15 | Price Impacts                    | In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.   |
| 16 | Packing                          | The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.   |
| 17 | Withdrawal                       | In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.   |
| 18 | Banned List                      | The offers of the bidders who are in the banned list and the offers 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.  Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page  |
| 19 | Over All L1                      | Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.   |
| 20 | Fraud Prevention Policy          | The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.  |

| 21 | Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder |
|----|---|
|    | representative of the oldder  |

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions



## **COMMERCIAL TERMS & CONDITIONS (CTC)**

Volume - 1 Enquiry No 762501061

Spares for Chicago Pneumatic Air Compressor

| SL.No. | Clause            | BHEL REQUIREMENT                                   | SUPPLIERS ACCEPTANCE / REMARKS |
|--------|-------------------|--|--------------------------------|
| 1      | Validity of Offer | 90 days from date of technocommercial bid opening. |                                |

<u>Note</u>: All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions



## OTHER TERMS & CONDITIONS

Volume - 1 Enquiry No 762501061

Spares for Chicago Pneumatic Air Compressor

| SL.No.             | Clause                            | BHEL REQUIREMENT   | SUPPLIERS ACCEPTANCE / REMARKS |
|--------------------|-----------------------------------|--|--------------------------------|
| 1 Terms of Payment |                                   | BHEL standard payment term is "100% Basic value by EFT/RTGS within 30 days from the date of receipt and acceptance of material at BHEL R&D, Hyderabad". GST will be reimbursed against submission of proof of payment of GST to govt. of India.  |                                |
| 2                  | Price bid evaluation              | All offers in price bid opening or reverse auction shall be evaluated In Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any.  |                                |
| 3                  | Price Basis                       | Supplier shall quote the lowest prices on " F.O.R BHEL R&D, Hyderabad" basis only.   |                                |
| 4                  | Taxes and duties (if applicable)  | Applicable Taxes/Duties shall be clearly indicated in Percentage (%)   |                                |
| 5                  | Penalty for Late<br>Delivery (LD) | Failure to supply the goods and/or Failure to carryout the services within stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services shall be recovered. |                                |



## **ITEM SPECIFICATIONS**

Volume - 2 Enquiry NO 762501061

Spares for Chicago Pneumatic Air Compressor

| SL.No. | Item                                       |                          |   |                                   |  |
|--------|--|--------------------------|---|-----------------------------------|--|
| 1      | 4000 HRS Service Kit (Part No:9095954360)  |                          |   |                                   |  |
|        | sl<br>no                                   | Descriptions             | BHEL Specifications   | Vendor Specifications/ Deviations |  |
|        | 1  | 4000 HRS Service Kit     | Part No:9095954360  |                                   |  |
| 2      | Oil Rotair Advance 5L (Part No:1630144505) |                          |   |                                   |  |
|        | sl<br>no                                   | Descriptions             | BHEL Specifications   | Vendor Specifications/ Deviations |  |
|        | 1  | Oil Rotair Advance 5L    | Part No:1630144505  |                                   |  |
| 3      | Auto                                       | Drain Valve (Part No: AD | V)  |                                   |  |
|        | sl<br>no                                   | Descriptions             | BHEL Specifications   | Vendor Specifications/ Deviations |  |
|        | 1  | Auto Drain Valve         | Part No: ADV  |                                   |  |
| 4      | 4 Non Reurn Valve (Part No:0823005009)     |                          |   |                                   |  |
|        | sl<br>no                                   | Descriptions             | BHEL Specifications   | Vendor Specifications/ Deviations |  |
|        | 1  | Non Reurn Valve          | Part No:0823005009  |                                   |  |
| G      | Gen  | eral Specifications      |   |                                   |  |
|        | sl<br>no                                   | Descriptions             | BHEL Specifications   | Vendor Specifications/ Deviations |  |
|        | 1  | Delivery Period          | Delivery Period is within 40days from the date of Purchase Order. |                                   |  |
|        | 2  | Terms of Delivery        | Delivery of items at BHEL Corp R&D Hyderabad.                     |                                   |  |

<sup>\*</sup> Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

### **AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS**

(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

| Vendor Code (to be filled by BHEL)          |     |   |        |
|---|-----|---|--------|
|   |     |   |        |
| Type of Request (Tick one)                  | NEW |   | CHANGE |
| 1 Company Name                              |     | • |        |
| 2 Address                                   |     |   |        |
|   |     |   |        |
|   |     |   |        |
|   |     |   |        |
| 3 City with PIN Code                        |     |   |        |
| 4 State                                     |     |   |        |
| 5 PAN Number                                |     |   |        |
| 6 TIN/ VAT No.                              |     |   |        |
| 7CST No.                                    |     |   |        |
| 8 Service Tax No.                           |     |   |        |
| 9 Name of Contact Person                    |     |   |        |
| 10 Mobile number                            |     |   |        |
| 11 Ph. no. with STD Code                    |     |   |        |
| 12 Fax No. with STD Code                    |     |   |        |
| 13 Email ID                                 |     |   |        |
| 14 Website (URL)                            |     |   |        |
| BANK DETAILS FOR EFT / RTGS                 |     |   |        |
| 1 Bank Name                                 |     |   |        |
| 2 Branch                                    |     |   |        |
| 3 Branch Code                               |     |   |        |
| 4 Branch Address                            |     |   |        |
| 5 Branch Phone No                           |     |   |        |
| 6 Account No.                               |     |   |        |
| 7 Account Type: SB/ Current/ other (Special | fy) |   |        |
| 8 MICR Code                                 |     |   |        |
| 9 IFSC Code                                 |     |   |        |
| T   | 1 1 |   |        |

I, as an authorized representative / owner of the above named company, hereby state as under:

- 1. Enclosed here with a cancelled cheque in support of our company's bank details.
- 2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
- 3. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- 4. I hereby certify that the particulars given above are true, complete and correct.
- 5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

| Date:   |
|---------|
| Company |
| Seal    |

Authorised Signatory Designation :

# (Compliance to be submitted on the **Bidder's Letterhead**) (as applicable)

#### Annexure-A

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under **Rule 144 (XI) of the General Financial Rules (GFRs),** 2017

| BHEL enquiry ref:  | 762501061  |
|--|--|
| Our quotation ref:   |  |
|  |  |
| Procurement No. 1) both be<br>Government of India on ins<br>amendments & clarifications              | and understood the contents of the office Memorandum & the Order (Public taring no. F.No.6/18/2019/PPD of 23 <sup>rd</sup> July 2020 issued by Ministry of Finance, sertion of Rule 144 (Xi) in the General Financial Rules (GFRs) 2017 and the thereto, regarding restrictions on availing/procurement of goods and services, of thich shares a land border with India and/or sub-contracting to contractors from |
| border with India; I certify the<br>registered with the Competer<br>fulfills all requirements in the | ding restrictions on procurement from a bidder of a country which shares a land hat this bidder is not from such a country or, if from such a country, has been at Authority (strikeout whichever is not applicable). I hereby certify that this bidder is regard and is eligible to be considered. [Where applicable, evidence of valid t Authority shall be attached]".  |
| •  | ove said GoI Order and its subsequent amendment, (if any), by any ercial rejection of their bids by BHEL).   |
| For and behalf of  | (Name of the bidder)   |
| (Signature, date & seal of aut   | horized signatory of the bidder)   |