



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Northern Region,

Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar

NOIDA – 2 01301 (INDIA)

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ISO 9001, ISO 14001 and OHSAS
18001 certified company

SubContract and Purchase
Deptt.

To M/s	ENQUIRY NO.	BHEL-PSNR/SCP/SS/E-2550
	ENQ DATE	11.04.2014
	DUE DATE	06.05.2014

Dear Sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in two part bids:

- (1) Technical cum Commercial Bid
- (2) Price Bid

for the material indicated below confirming acceptance to the terms and conditions enclosed, so as to reach our office on or before 3.00 PM on the due date. Technical bid shall be opened on the due date at 3:30 PM. In case, bidders due to unavoidable reasons desire to send their offer by Fax or email, they are advised to intimate the undersigned whose name and contact number are given below to enable dept. to collect the same prior to Bid opening. Please note that since the quoted prices will be in open condition, bidder shall be responsible for the same.

MATERIAL REQUIREMENT IS AS PER BELOW

Sl. NO.	ITEM DESCRIPTION	TOTAL QTY
1	NON-IONIC SURFACTANT HAVING DEGREASING PROPERTY : To be effective with 0.05% concentration in DM water at ambient temperature in 3 hrs (pH: 5.5- 7.5 (1% sol. In distilled water)	400 litres

Delivery schedule shall be three (03) weeks from the date of confirmation for despatch by BHEL, however bidder to quote the best delivery . Any change in site requirement shall be informed to the supplier.

Full consignee address is given as per below:

CONSTRUCTION MANAGER, BHEL SITE OFFICE, PPGCL (BARA SITE) P.O. LOHGARA, POLICE STATION SHANKARGARH, GRAM: LOHGARA , TEHSIL- BARA, DISTT. ALLAHABAD (U.P.)

The Tender Document comprise of following;

- a. TENDER NOTIFICATION
- b. UNPRICED FORMAT ,ANNEXURE- 1
- c. (QUALIFYING REQUIREMENTS,EVALUATION CRITERION etc), ANNEXURE- 2
- d. IMPORTANT NOTES, ANNEXURE-3
- e. SPECIAL TERMS & CONDITIONS ,ANNEXURE-4
- f. GENERAL TERMS & CONDITIONS. ANNEXURE-5
- g. PRICE SCHEDULE, ANNEXURE-6 & 7.
- h. NO DEVIATION CERTIFICATE, ANNEXURE-8
- i. FORMAT FOR BANK DETAILS ANNEXURE-9

Sr. ENGINEER/SCP
BHARAT HEAVY ELECTRICALS LIMITED
Power Sector-Northern Region,
HRDI & ESI Complex, Plot no.25, Sector 16 A,
NOIDA –201301 (INDIA
(Contact No. – 0120-2416274/6262)

Annexure: 1**For confirmation of commercial terms (Un priced format)**

S.No	Description	Qty.	Unit Rate	Total Amount
1	Non-ionic surfactant having degreasing property : To be effective with 0.05% concentration in DM water at ambient temperature in 3 hrs (pH: 5.5- 7.5 (1% sol. In distilled water)	400 LTRS	QUOTED IN PRICE BID	QUOTED IN PRICE BID
2	PACKING and FORWARDING CHARGES, if any. (Material to be packed in suitable packing size to cater the tender quantity only)			QUOTED IN PRICE BID
3	Total lump sum towards Excise Duty (Indicate rate of excise duty) Note : Ref Cl4 of STC OF Annexure-4 regarding Excise Duty.			QUOTED IN PRICE BID
4	SALES TAX WITHOUT C FORM / VAT @ _____%			QUOTED IN PRICE BID
5	Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier. QUOTED/NOT QUOTED			
6	FREIGHT AND TRANSIT INSURANCE CHARGES			QUOTED IN PRICE BID
7	TOTAL FOR COST			QUOTED IN PRICE BID
8	CENVAT CREDIT TOWARDS ED (Ref: Cl 4 of STC Annexure-4).			QUOTED IN PRICE BID
9	NET COST TO BHEL CONSIDERING CENVAT BENEFIT			QUOTED IN PRICE BID
10	DELIVERY			AS PER TENDER
11	SHELF LIFE			
12	VALIDITY of offer			AS PER TENDER
13	PAYMENT TERMS			AS PER TENDER

BIDDER TO SIGN AND STAMP

Annexure "2"

1) QUALIFYING REQUIREMENT

Bidders must have supplied any chemical to any reputed Company in the last three (03) years.
Bidders to enclose copies of relevant P.O.

2) Evaluation Criterion:

Evaluation shall be done on total cost to BHEL basis i.e. sum total of quoted cost which includes basic price, P&F charges, taxes & duties, freight & transit insurance etc. and also by considering the CENVAT credit on Excise duty as per clause 4 of special terms and conditions.

Sr. Engineer/ SCP

IMPORTANT NOTES (Annexure "3")

1. Offer shall be considered from manufacturers as well as suppliers/ stockists (authorization certificates from original manufacturer to be enclosed).
2. Suppliers, who are supplying products of other Manufacturers, shall submit all the relevant test certificates of the original manufacturer under their own certification. However final responsibility of the quality of Products shall reside with the Supplier only.
3. If any of the Bidders are registered with any BHEL Unit, kindly give the reference.
4. Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.
5. Offers must be submitted to the undersigned latest by **06.05.2014** on or before 15.00 Hrs. Technical bids shall be opened at 15.30 Hrs. (IST) on **06.05.2014**

Note: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day.

6. **All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.**
7. BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
8. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
9. Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply of chemicals as per detailed specifications in Annexure-1, so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on **06.05.2014**.
10. Tender should not be addressed to any Individual's name but only by designation to Bharat Heavy Electricals Limited, Power sector northern region, plot no.25, Sector 16 A, Noida-201301.

11. TENDERS TO BE SUBMITTED IN TWO PARTS:

PART: I: TECHNO-COMMERCIAL BID. IT SHOULD INCLUDE FOLLOWING:

- i) Documentary evidence of manufactured/ supply of said material.
- ii) Acceptance to commercial terms and conditions. (By submitting all pages of tender document duly signed and stamped as a proof of acceptance)
- iii) Normally no deviations are allowed (techno-Commercial). However, If there are any deviations, the same should be clearly specified. Deviation, if any, may lead to rejection of offer or may be accepted subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.

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- iv) Bidders shall submit their offer **in INR only**, the same to be indicated in their offer (Part-I).
- v) Commercial : This part shall include / indicate the following:

- (a) **Station of dispatch**
- (b) **Taxes & duties applicable.**
- (c) **Delivery Schedule**

PART: II: PRICE BID AS PER FORMAT '6 & 7' MUST BE DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

- i) Offered price (as per rate Schedule format enclosed).
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. The bidders are required to quote only in Indian Currency for the rates as per rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected. No cutting / erasing /overwriting shall be done in the price bid.

12. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for: _____

Tender No. _____ Due on: _____

Part II: PRICE BID:

Tender for: _____

Tender No. _____

13. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSRIBED AS:

Tender for: _____

Tender No. _____ Due on: _____

Containing Part I and Part II of the offer.

The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

14. Suppliers to sign and submit all pages of enquiry as a proof of acceptance.

15. LANGUAGE & CORRECTIONS

- a) The Tenderer shall quote the rates in Hindi/English language and international numerals only. The rates shall be entered in figures as well as in words. For the purpose of tender, the metric system of units shall be used.
- b) All entries in the tender shall either be typed or written legibly in ink. Erasures and over-writings are not permitted and may render such tenders liable for rejection.
- c) Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
- d) All cancellations and insertions shall be duly attested by the tenderer.
- e) All columns for price format shall be filled. If not applicable, please write "NA"

16. TENDER EVALUATION

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

17. PRICE DISCREPANCY

Total/Gross total of prices should be indicated both in words as well as in figures. If there is a discrepancy between unit prices, total price quoted in words and figures, the arithmetical errors will be rectified on the following basis.

- a) If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
- b) If there is a discrepancy between words and figures, the amount in words shall prevail.
- c) In case of any other discrepancy, the decision of the purchaser will be final.

18. DISCOUNTS

Discount offered by any bidder against the present tender enquiry, which is also indicated to be applicable to any other enquiry, shall be considered against the present tender enquiry only.

19. The offers of Bidders who are in banned List and also the offers of Bidders, who engage in services of banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

20. Bidders to submit Annexure -1 with technical part without fail else the offer is liable to be rejected.

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SPECIAL TERMS AND CONDITIONS (Annexure "4")

1. Unloading of materials shall be in the BHEL's scope.
2. Price in INR should be quoted for F.O.R destination delivery at BHEL=Bara site office as per Annexure-1.

TAXES AND DUTIES

3. Price quoted should be inclusive of all the applicable charges, Taxes and Duties. However rates of Sales Tax, Excise Duty & other statutory levies should be indicated separately. Variation in Excise Duty, Sales Tax/ Vat or any other statutory levies during contractual delivery period shall be to BHEL's account. BHEL shall issue ROAD PERMITS, wherever applicable, to the supplier. Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier.
4. Excise duty incurred by seller/contractor on items against the dispatch constituting a sale under the order alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum excise duty gate pass (excise invoice) should contain the name of ultimate consignee as specified in the order. Hence CENVAT benefit during evaluation of price shall be considered in the following cases where
 - A) Invoice issued by Manufacturer / first stage dealer and second stage dealer as per the provision of Rule 11 of Central Excise Rules, is also declared as duty paying document for the purpose of allowing CENVAT credit under rule 9 of CENVAT Credit Rules, 2004. It is noted that Invoice issued by registered dealer shall be prepared in triplicate and indicate at the top of the Invoice in bold capital letters as "First Stage Dealer" or "Second Stage Dealer".
 - B) In case goods are purchased through a dealer but these are dispatched by supplier-manufacturer directly to the factory of buyer. In such case, Cenvat is available to buyer if invoice is in name of dealer but name of buyer is shown as consignee. This termed as Transit Invoice where Invoice is in name of dealer with name of buyer-manufacturer as consignee.
 - C) In case goods are dispatched from the godown of First stage dealer or second stage dealer. The credit of duty on inputs or capital goods purchased from first stage dealer or second stage dealer shall be allowed only if the said dealer has maintained records indicating the fact that the inputs or capital goods were supplied from the stock on which duty was paid by manufacturer of such goods and only an amount of such duty has been indicated in the invoice issued by him. (Ref.: Circular No. 689/5/2003-CX dated 14.01.2003)
 - D) In case supplier fails to submit the requisite and appropriate cenvatable invoice in favor of BHEL with CENVAT credit equal to the amount offered by them in their quote , the same shall not be payable.
5. Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 3 above.

INSPECTION AND TESTING:

6. **Inspection, Testing at manufacturer's works:** BHEL may inspect the material at vendor's premises before dispatch. However final inspection will be done at site. Supplier has to send a copy of test certificate and needs to obtain "DISPATCH CLEARANCE" from BHEL before dispatch of material. **The effectiveness of degreasing property is to be inspected by 'Water Break Test' as specified in 'ASTM F22'. A test certificate from a laboratory accredited by NABL, to this effect has to be submitted by the supplier.**

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7. The material being offered should be strictly as per the tender specifications.
8. Supplier shall indicate the Shelf life of chemical supplied.

DELIVERY TERMS:

9. Delivery schedule shall be three (03) weeks from the date of Purchase Order , however bidder to quote the best delivery. Any change in site requirement shall be informed to the supplier.

Note: Date of dispatch of material shall be considered as the date of delivery. The supplier shall transport the material on behalf of BHEL to destination site within the quoted rates. Delivery schedule may change as per site requirement after placement of order.

VALIDITY

10. Offers should be valid for a **period of 90 days from the** date of Techno-Commercial bid (Part-I) opening.

PAYMENT TERMS:

11. Payment Terms: Tenderer shall adhere to the following payment terms :-

100 % payment of basic price + 100% TAXES, DUTIES, P&F, FREIGHT & INSURANCE within 30 days of receipt of material at destination.

12. The set of documents required for 100% payment shall be as follows

- Original Tax Invoices.
- Excisable invoice if applicable
- Copy of LR.
- Inspection and Test Certificate. Copy of "Dispatch clearance" certificate issued by BHEL.

NOTES:-

- a. **Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.**
- b. **No advance shall be paid.**
- c. **Deviation if any shall attract loading on the quoted price for evaluation purposes as per BHEL policy/practice.**

13. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the later shall prevail.

Sr. Engineer / SCP

GENERAL TERMS & CONDITIONS (ANNEXURE-5)

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification as per technical specifications of tender.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per clause 10 of "SPECIAL TERMS AND CONDITIONS".
All payments shall be done through Electronic Funds Transfer supplier shall submit bank details with bill invoices .In case of payment through, Bank all incidental charges will be to the Beneficiary's account.
5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
7. The quantities of item to be purchased may vary according to actual requirement at the time of placement of order.
8. Where Sales Tax is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
9. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject to a maximum of 10% (ten percent) of order value (on base price of material only), will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.
10. **Risk Purchase:** - Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.
11. **PACKING AND MARKING:** The supplier shall arrange for secure protective packing of the goods suitable for tropical conditions to avoid loss, damage, atmospheric action during handling and transit. The packing standards will comply with relevant national

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standard/carrier's conditions of packing or established practice. If any damage is sustained and the carrier or underwriter attributes it to improper packing, the seller shall be liable to replace the material or reimburse the value of the loss notwithstanding any transit insurance arranged by him or not. The following marking shall be made on each package in black bold letters. NAME & ADDRESS, CONSIGNEE, DIMENSION OF PACKAGE, WEIGHT DETAILS : GROSS , TARE & NETT These markings should be stenciled or written in bold letters on the package. Should the package be small, suitable cards/metal tags giving these details may be tagged or nailed

12. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment.
13. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks
In all other cases, supplier must furnish particulars of dispatch i.e. station of dispatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.
14. **Metric System:** - Suppliers are requested to give metric measurements while quoting.
15. **Arbitration :** All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the MANAGER or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 The place of Arbitration shall be New Delhi(India).
16. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

PRICE SCHEDULE (ANNEXURE-6)

Project: BARA (U.P.)

Item Description: NON-IONIC SURFACTANT AS PER SPECIFICATIONS ENCLOSED WITH THE TENDER.

S.No	Description	Price (Rs.) (In figures and words)
6.0	TOTAL FIRM PRICE (Break-up to be given in Annexure- 7.0) for supply of Non-ionic surfactant having degreasing property AS PER TENDER SPECIFICATIONS.	Rs. _____ In words _____ _____ _____

NOTES

- A / Item wise breakup of the Prices shall be given separately in the enclosed Price Schedule (item-wise break-up).
- B / **Bidder should note that total price indicated above at 6.0 shall be considered for Price Evaluation and hence should be complete in all respects for the full scope defined and considering all terms and conditions agreed.**
- C / Any item not included in the price quoted above and shown separately will not be considered.
- D / In case, price indicated above at 6.0 does not match with the total of enclosed item-wise break up given at 7.7, the higher price of the two shall be considered for evaluation but in case of order, same shall be placed at the lower price.

SIGNATURE AND STAMP OF THE BIDDER

TENDER ENQUIRY No: BHEL-PSNR/SCP/SS/E-2550**Annexure: 7 BREAK UP OF PRICE GIVEN IN 6.0 ABOVE**

S.No	DESCRIPTION	UNIT	QTY	Total Amount
7.1	Non-ionic surfactant having degreasing property : To be effective with 0.05% concentration in DM water at ambient temperature in 3 hrs (pH: 5.5- 7.5 (1% sol. In distilled water)	LTR	400 LTR	
7.2	PACKING and FORWARDING CHARGES, if any. (Material to be packed in suitable packing size to cater the tender quantity only)			
7.3	Total lump sum towards Excise Duty (Indicate rate of excise duty) Note : Refer clause 4 of special terms and conditions,Annexure-4			
7.4	SALES TAX WITHOUT C FORM / VAT @ _____%			
7.5	Any other govt. levies shall be as per actuals and reimbursed by BHEL on submission of relevant documentary proof by supplier.			
7.6	FREIGHT AND TRANSIT INSURANCE CHARGES UPTO BARA SITE			
7.7	TOTAL FOR PRICE (SI. NO. 7.1+7.2+7.3+7.4+7.6)			
7.8	CENVAT CREDIT TOWARDS ED (Ref clause 4 of STC)			
7.9	NET COST TO BHEL CONSIDERING CENVAT BENEFIT (SI. no. 7.7-7.8)			

NOTES:

- Supplier to dispatch entire material in one go (preferably in a single lorry).
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre paid basis. Goods to reach at destination within reasonable time say 10 days.
- Bidders are requested to quote for the item as indicated above. Please indicate NIL against items not applicable.
- Any other charges, if not specified above, may also be indicated.
- Incomplete offer received may not be considered.
- In case of calculation mistake in any column, the higher value between the actual and calculated shall be taken into consideration for comparison and lower value for placement of PO.

SIGNATURE AND STAMP OF THE BIDDER

Annexure-8

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL-PSNR/SCP/SS/E-2550

I/ WE, M/S.....

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATION

SIGNATURE AND STAMP OF THE BIDDER

Annexure –9

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in letterhead)

Beneficiary Name :

Bank Name & Branch :

MICR Code (9 Digit) :

IFSC CODE (For NEFT) :

Beneficiary Account No. :

Beneficiary E-mail ID
(for payment confirmation) :