

TENDER SPECIFICATION

ENQUIRY NO. BHEL-PSNR/ SCP/ SS/ E-2495

FOR

SUPPLY OF CHEMICALS (AMMONIA SOL., HYDRAZINE HYDRATE, TRI-SODIUM PHOSPHATE, DI-SODIUM PHOSPHATE FOR BHEL –SUDAN SITE UPTO CHENNAI PORT

PART I– TECHNO-COMMERCIAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA



ISO 9001, ISO 14001 and OHSAS
18001 certified company

SubContract and Purchase
Deptt.

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)

Phone: 91-120-2416278/2416274

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TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following items required at BHEL sites in India as follows:

SNO.	Enquiry No.	Item Description	Last Date of Tender Submission
Supply of various chemicals:			
1.	BHEL-PSNR/SCP/SS/E-2496	Ammoniated EDTA	06.11.2013
2.	BHEL-PSNR/SCP/SS/E-2495	1) Tri Sodium Phosphate 2) Disodium Phosphate 3) Ammonia solution 4) Hydrazine Hydrate	06.11.2013

Notes:

- For detailed tender enquiry, please visit BHEL web site www.bhel.com
- All amendments to this Tender will be hosted in this web page only and not in the newspapers. Bidders shall keep themselves updated with all such amendments by checking the site regularly.

NOTE: Bidders to note that for this Tender Enquiry, Sl. No. 2 shall be applicable.

Engineer/SCP



ISO 9001, ISO 14001 and
OHSAS 18001 certified
company
SubContract and
Purchase Deptt.

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(A Govt. Of India Undertaking)
Power Sector – Northren Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA
Phone: 0091-0120-2416500 / 2416284/ 2416511
Fax :0120-2515464 / 2515465
Email: samriddhi@bhelpsnr.co.in/ vks@bhelpsnr.co.in

ENQUIRY No. : BHEL-PSNR/ SCP/ SS/ E-2495

DATED 23.10.2013

Sealed quotations are invited IN **TWO PART BID SYSTEM** for supply of under noted stores on terms and conditions enclosed. The quotations should be submitted in a sealed cover super scribing the Enquiry No. and due date, addressed to the undersigned by designation, so as to reach him before opening of technical bids on the due date. It should be clearly noted that this is only an invitation to quote and not an order.

SI. No	STORES DESCRIPTION	TENTATIVE QTY.
1.	VARIOUS TYPES OF CHEMICALS AS PER ANNEXURE-4	As per Annexure "4"

- DELIVERY Schedule:** Material is urgently required, Ex Stock Preferred. Bidders to quote delivery within 2-3 weeks from date P.O and issue of CT-1 and ARE-1 whichever is later. Supplier to send the soft copy of Performa Invoice within 2-3 days from the date of P.O. enabling issue of CT-1 & ARE-1 Supplier to transport the material on behalf of BHEL so as to reach at destination within 01 week. However delivery shall be considered from date of dispatch as the contractual delivery.

Note: Shelf life of each item to be provided. All materials shall be considered as one lot.

- Delivery Destination:** BHEL DOCK OFFICE (Near Marshalling yard),
Chennai Port Trust,
Chennai- 600001
Tel.: 25360446, 25362447

Bidders to Note that unloading of material at Dock office shall be arranged by BHEL but the Supplier to ensure the formalities required for entry gate pass for their lorry/vehicle.

Encl:

- INSTRUCTION TO BIDDERS, ANNEXURE-1
- IMPORTANT NOTES. ANNEXURE-2
- QUALIFYING REQUIREMENT-ANNEXURE-3
- DETAILED TECHNICAL SPECIFICATION , ANNEXURE-4
- SPECIAL TERMS AND CONDITION OF TENDER, ANNEXURE-5
- GENERAL TERMS & CONDITIONS, ANNEXURE-6
- UNPRICED RATE SCHEDULE, ANNEXURE- 7
- NON DISCLOSURE AGREEMENT , ANNEXURE-8
- NO DEVIATION CERTIFICATE, ANNEXURE-9
- E PAYMENT / NEFT DETAILS , ANNEXURE-10
- DECLARATION , ANNEXURE-11

(Seal & signature of bidder)

ANNEXURE-1**INSTRUCTION TO BIDDERS****1. TENDER TO BE SUBMITTED IN TWO PARTS****PART-1: TECHNO-COMMERCIAL BID. IT SHOULD INCLUDE FOLLOWING:**

- i) Acceptance to commercial terms and conditions. **(By submitting duly signed and stamped all pages of Tender document as a proof of acceptance)**
- ii) Techno-commercial Offer Format, as per **Annexure-4, Duly filled and stamped & all other annexures from 1 to 11.**
- iii) Normally no deviations are allowed (Techno-Commercial). However, if there are any deviations, the same should be clearly specified. Deviations from the Tender conditions may lead to rejection of offer or suitable financial loading for which BHEL's decision shall be final and binding.
- iv) **A copy of "Un-Priced Annexure-7 " i.e., a copy of the Price Bid without the price details to be enclosed with clearly mentioning that whether *QUOTED or NOT APPLICABLE.* (No hidden charges shall be accepted).**

PART-2: PRICE BID (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.
2. 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. _____

3. 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.

4. Tenders must be submitted to the undersigned **latest by 15.00 Hrs. on 06.11.2013**. Technical bids shall **be opened at 15.30 Hrs. on 06.11.2013 in our BHEL PSNR, NOIDA OFFICE.**

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 tender get extended to the next working day.

5. BHEL reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.
6. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
7. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- 8. Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.**
9. Since this material will be a physical export case, same shall be eligible for tax benefit. We have indicated procedure for availing Excise Duty and Sales Tax benefits in the special conditions enclosed. If due to any reason supplier is unable to pass any benefit, it may be clearly indicated in your offer and your base price may be accordingly worked out. In case of any doubt don't hesitate to contact us.

For and on behalf of BHEL

Engineer/SCP

ANNEXURE-2

IMPORTANT NOTES

1. Unloading of materials at destination shall be in BHEL`s scope.

BHEL DOCK OFFICE (Near Marshalling yard),
Chennai Port Trust,
Chennai- 600001
Tel.: 25360446, 25362447

However Supplier to instruct the transporter to co-operate completing formalities for entry in the dock Yard of Chennai Port.

2. Evaluation Criteria: **On total cost to BHEL for whole lot.**
3. BIDDERS SHOULD FURNISH BREAKUP DETAILS OF PRICE QUOTED, SUCH AS BASIC PRICE, EXCISE DUTY(Not Applicable for Self Manufactured Items), FREIGHT AND TRANSIT INSURANCE CHARGES UPTO DESTINATION , SALES TAX / VAT (Not Applicable since Form H will be issued) AND THE OTHER APPLICABLE CHARGES.
4. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

ANNEXURE-3

QUALFYING REQUIREMENT

1. Bidders who wish to participate in this tender, should have supplied chemicals as per tender specifications minimum to tendered qty during the last seven years, as on date of opening of technical bid. Relevant documents (Purchase Order) in support of above shall be submitted by bidder.
2. Manufacturers have to submit the proof for their company registered as manufacturer of chemicals .
3. Dealers have to submit the authorization letter from the original manufacturer.

ANNEXURE-4**TECHNICAL SPECIFICATIONS**

Sl.No.	DESCRIPTION	QUANTITY	UNIT	Shelf Life	Packing Information
1	Tri sodium Phosphate (Na ₃ PO ₄ · 12H ₂ O) (PURITY AS P ₂ O ₅ : 17.5% MIN),IS:573-1985	4000	KG		
2	Disodium Phosphate ((Na ₂ HPO ₄ · 12 H ₂ O) (99% PURITY), IS:566-1984	150	KG		
3	Ammonia Solution (20% MIN. AS NH ₃ ,SP Gr: 0.91),IS:12086-	3600	LITRES		
4	Hydrazine Hydrate (80% MIN. CONC.), IS 12086-1991.	3600	LITRES		

Above table must be duly filled by bidders for technical information

Note:

- Supplier to ensure the issue of Material Safety Data Sheet (MSDS) with complete information about safety / dangerous hazards for shipping of chemicals such as shipping name hazards class UN no packing group Marine pollutant & observed mandatory requirement under applicable national & international regulations.
- All packing is to be seaworthy and having Labeling of the item Name & Description.
- Bidders to confirm that Prices are quoted in the price format as per Annexure-7.
- Bidders to Confirm No deviation to tender term.
- Bidders to quote for all the 04 items as per above. Comparison shall be done on one lot of the entire items basis. Incomplete offer shall be out rightly rejected.
- Bidders to note that quantities of this tender are as per Annexure-4. In case of packing constraints of any bidder, next nearest higher quantity shall be considered for price comparison. Bidders to mention shelf life and the type of packing for each item in the above annexure-4 which shall be part of technical bid.
- Any variation in govt. taxes/duties and levies during the contractual delivery period shall be to BHEL account. Octroi/Entry tax if applicable shall be extra as per actuals and shall be reimbursed by BHEL. Road permits wherever applicable shall be provided by BHEL.

ANNEXURE-5**SPECIAL TERMS & CONDITIONS OF TENDER**

1. The "Purchaser" shall mean "**BHARAT HEAVY ELECTRICALS LIMITED**" which shall also be referred as "**BHEL**" in these documents.

2. **ULTIMATE CONSIGNEE:** The materials are required for BHEL Site, Kosti TPP, Sudan. The consignee shall be :

MINISTRY OF ELECTRICITY AND DAMS ,
SUDANESE THERMAL POWER GENERATING COMPANY
(S.T.P.G.) 4X125 MW KOSTI PROJECT,SUDAN
(PH:249-183-776321, FAX:249-183-782188)

3. **DISPATCHES:**

All consignments are to be made to the consignee as per the address given at SI. No.2.0 up to F.O.R Chennai Port on freight prepaid basis to the transporters. The Supplies beyond F.O.R Chennai Port up to Project site, Sudan shall be handled by BHEL. Unloading of vendor's material from their vehicle at BHEL / Docks and storage shall be in BHEL scope. Also re - loading from yard on to Dock, customs examination, loading into Ship / vessel and preparation of Shipping Documents and Bill of Loading shall be in BHEL scope at Port. Bidder's responsibility of supply shall be up to Handing Over their Consignments at BHEL / DOCKS, Near Marshalling Yard, F.O.R Chennai Port.

4. **PRICE BASIS:**

The bidders shall quote their firm price in Indian rupees up to F.O.R Chennai Port BHEL Yard inside Port. The price quoted shall be inclusive of all expenses including all applicable taxes/duties, packing charges & any other applicable charges. Prices quoted by the bidder shall be fixed and not subject to any escalation what so ever during the period of execution of the Purchase Order.

5. **TAXES & DUTIES ON SUPPLY:**

a. This being a Physical Export Project, the benefit of movement of goods without payment of Excise duty on yourself manufactured items and Nil Sales tax against Form - H (in case of interstate movement of goods to F.O.R Chennai) shall be available. The statutory changes in Taxes/Duties and Levies, if any imposed by State/ Central Govt. during the contract delivery period on your self manufactured items, shall be covered under this exemption. In order to avail the exemption of the Excise duty payment, the following procedures to be followed by the bidders.

b. **EXEMPTIONS OF EXCISE DUTY BY BLOCK TRANSFER & ARE -1 BY BHEL-PSNR, NOIDA APPLICABLE FOR VENDOR'S SELF MANUFACTURED SUPPLIES:** PSNR has already registered the Excise Bond (B - 1) with Excise Commissioner, NOIDA, UP for this Project for permission to dispatch the goods without payment of Excise Duty from their vendor's works anywhere in India, by 1 to Block Transfer (CT - 1) & ARE -1. In this

(Seal & signature of bidder)

regard, BHEL - PSNR, NOIDA shall issue the Block Transfer (CT - 1) & ARE – 1 to the supplier for availing above mentioned exemptions. In order to get the Block Transfer (CT - 1) & ARE - 1 for exemptions of Excise Duty, the bidder shall give request in writing before despatch of goods, to BHEL - PSNR indicating the exact amount of Excise duty involved, rate of Excise duty, i.e. Education cess, items description, Tariff head / chapter etc. for obtaining Block Transfer (CT - 1) & ARE - 1 to the supplier, to their respective Excise range/office out of the Main Excise block registered by BHEL PSNR, NOIDA with the office of Excise Commissioner, Noida, U.P.

- c. The ARE – 1 shall be issued by BHEL - PSNR, NOIDA as Main Exporter to the successful bidder (only to the supplier on whom order is placed) and bidder shall also sign at the time of despatch on all copies of ARE - 1 with their company seal in the ARE - 1 (as Co - exporter). The cancellation of such Block transfer shall be done by BHEL - PSNR, NOIDA. The supplier to enclose original ARE - 1 (white) and second ARE - 1 (Buff Colour) duly filled in and endorsed at each ARE - 1 at the back by their Local Excise range/office with seal as date and time of movement of goods along with the despatch documents of goods to Chennai port. However, the supplier shall be responsible to forward pink copy of the ARE - 1 to BHEL - PSNR, NOIDA required as one of the enclosure for cancellation of the Excise Bond OR copy of the letter from the Local/range Excise office forwarding the Pink copy of ARE - 1 directly to the office of the Excise Commissioner Noida, U.P, which shall be given by the supplier to BHEL - PSNR, NOIDA.
- d. EXEMPTION OF CENTRAL SALES TAX: For Central Sales Tax purposes, BHEL - PSNR, NOIDA shall provide H - Form to the respective bidder/supplier after despatches to avail the benefit of NIL Sales tax. Thus NIL Excise duty & NIL Sales tax to be charged by bidders in their quoted prices in the bid. For obtaining H - Form by supplier from BHEL - PSNR, NOIDA a separate request shall be made by supplier enclosing their invoices and list of package (Number) despatched. Before dispatch of materials, bidder shall get all packages stamped / sealed by Superintendent Excise of their Area/Range, so as to avoid the opening / inspection of these packages by custom Authority at Port of Despatch from India.
- e. **Please note that Form CT-1 (for excise exemption) and Form H shall be issued in your name only. In case you are purchasing from some other manufacturer and reselling to us, basic price shall be inclusive of all taxes and duties. BHEL shall not reimburse excise duty and sales tax suffered by you.**

6. EXPORT PACKING:

- o The packing of materials should be Sea worthy to withstand the Sea & Salt laden conditions and easy transportation (Loading /Unloading) .
- o All precautions for packing and transportation, corrosion resistance like seal straps etc. should be as per standards.
- o The Packing list duly filled with details like measurement, quantities, marks & numbers, In soft form, is to be provided by supplier to BHEL - PSNR, NOIDA before despatch to Book space in the Container or Vessel.

(Seal & signature of bidder)

7. MARKS & NUMBERS ON PACKING CASES:

The following marking and numbering must be done in black ink on all sides of packing cases.

- **Ultimate Consignee:**

**MINISTRY OF ELECTRICITY AND DAMS ,
SUDANESE THERMAL POWER GENERATING COMPANY
(S.T.P.G.) 4X125 MW KOSTI PROJECT,SUDAN**

- **Site Office: BHEL SITE OFFICE, KOSTI TPP, KOSTI, SUDAN.**
- **Destination: KOSTI POWER PLANT, KOSTI, SUDAN.**
- **Port Of Discharge: PORT SUDAN.**
- **Package No.:**

8. VALIDITY OF OFFER:

The price quoted should remain **valid for 60 days** from the due date of opening of Technical bid.

9. DELIVERY PERIOD:

Supplier will have to dispatch the material from their works as indicated in the covering letter.

10. **Payment Terms:** 100% payments within 30 days after receipt of materials at Delivery Destination. Supplier to provide all documents such as Invoice, Dangerous Goods Declaration Certificate Shelf Life Certificate , Buyer's copy of LR duly signed & stamped by BHEL officials.

11. PAYING AUTHORITY:

Manager FINANCE, BHEL - PSNR, NOIDA.

12. LIQUIDATED DAMAGES:

It is clearly understood among the parties to the contract that "Time is the essence of the contract". Therefore, the delivery of the goods specified in the purchase order should be made within the time prescribed. Failure to despatch the materials in the time as per the delivery quoted in our Purchase Order would make the supplier liable to an un-conditional penalty at the rate of 1/2% of the value of delayed goods for each week of delay subject to a maximum of 10 % of the order value. BHEL may load maximum penalty under LD clause, to the extent the same is not agreed by the bidder, for the purpose of comparison of rates.

13. TEST CERTIFICATES:

The Supplier shall submit the copy of Factory test certificate of material. Manufacturer's test should be duly signed with a seal of the company.

14. In case of delay/default on the part of the supplier, BHEL reserves the right to procure quantities from other suppliers at originally ordered rate or higher rates at the risk and cost of the supplier or L.D shall be imposed as per terms and conditions governing purchase enclosed.
15. BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL
16. **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 Engineer 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 Indian Arbitration and Reconciliation Act, 199 /the Rules of Conciliation and Arbitration of the International Chamber of Commerce, Paris. The place of Arbitration shall be New Delhi (India).
17. Any suit in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.
18. **LANGUAGE & CORRECTIONS:**
- 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.
 - All entries in the tender shall either be typed or written legibly in ink. Erasure and over-writings are not permitted and may render such tenders liable for rejection.
 - Tenderer's offer, remarks and deviations, shall be with reference to sections and clause numbers given in the tender documents.
 - All cancellations and insertions shall be duly attested by the tenderer.
 - All columns for price format shall be filled. If not applicable, please write "NA"

19. **TENDER EVALUATION**

Evaluation shall be done in one lot basis on total cost to BHEL basis i.e. sum total of quoted cost which includes basic price, P&F charges, taxes & duties,

Bid evaluation is done on Total Cost to BHEL basis. Bidder to fill all the columns to avoid loading as per BHEL practice. 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.

20. **PRICE DISCREPANCY**

- Totals/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.
- 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.

(Seal & signature of bidder)

- c) If there is a discrepancy between words and figures, the amount in words shall prevail.
- d) In case of any other discrepancy, the decision of the purchaser will be final.

21. DISCOUNTS

The Bidders are informed that discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purposes.

ANNEXURE-6**GENERAL TERMS & CONDITIONS**

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 each 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 9 above.

(Seal & signature of bidder)

11. **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.
12. **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.

13. **Metric System:** - Suppliers are requested to give metric measurements while quoting.
14. **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).
15. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

ANNEXURE-7**UNPRICED RATE SCHEDULE**

SI No	Item Description	UNIT	QTY (a)	UNIT RATE IN Rs. Per Kg. (b)	Total Amount in Rs. c= (axb)
1	Tri sodium Phosphate (Na ₃ PO ₄ . 12H ₂ O) (PURITY AS P ₂ O ₅ :17.5% MIN), IS:573-1985	KG	4000	OUOTED IN PRICE BID	OUOTED IN PRICE BID
2	Disodium Phosphate ((Na ₂ HPO ₄ . 12 H ₂ O) (99% PURITY), IS:566-1984	KG	150	OUOTED IN PRICE BID	OUOTED IN PRICE BID
3	Ammonia Solution (20% MIN. AS NH ₃ ,SP Gr: .91), IS:12086-1991	Ltr	3600	OUOTED IN PRICE BID	OUOTED IN PRICE BID
4	Hydrazine Hydrate (80% MIN. CONC.), IS 12086-1991.	Ltr.	3600	OUOTED IN PRICE BID	OUOTED IN PRICE BID
FREIGHT INCLUSIVE OF TRANSIT INSURANCE IF ANY: (d)					OUOTED IN PRICE BID
Taxes & Duties shall be dealt as per Clause no. 5 of STC & the notes as referred under					
NET COST F.O.R CHENNAI PORT: (c+d) <i>(inclusive of export worthy packing and forwarding)</i>					OUOTED IN PRICE BID

NOTE:

1. Supplier need to quote for exact quantities as per Tender only.
2. Minor variation in quantity for respective items to suit the standard drum size/ standard packing, is acceptable. Supplier to note that –ve side variation is not acceptable, however slight + variation , if any, shall be to supplier`s account only.

(Total Cost F.O.R Chennai Port in Words Rupees: (in Words) _____)

3. Bidders to note that above material is for Export. Therefore, above quoted Unit rates shall be inclusive of seaworthy packing (refer clause no. 6 of STC). Material to be packed in suitable packing size to cater the tender quantity only.
4. Comparison shall be done on one lot of the entire items basis.
5. For Excise Duty Exemption on self-manufactured items please read Clause 5 of STC
6. Form H will be issued in Lieu of VAT/ST being a Physical Export.
7. Taxes & Duties paid by you on your purchases (from your vendors or otherwise) shall not be reimbursed. Hence the Price should be accordingly quoted.

(Seal & signature of bidder)

ANNEXURE-8

NON DISCLOSURE AGREEMENT
Memorandum of understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s _____, providing _____ services to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR :

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

M/S BHEL, PSNR

M/S -----

ANNEXURE-9

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL- PSNR/ SCP/ SS / E-2495

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 & CLARIFICATIONS.

(SIGNATURE AND STAMP OF THE BIDDER)

ANNEXURE-10

FORMAT FOR E-PAYMENT / NEFT 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)

ANNEXURE-11**DECLARATION**

It is hereby declared that the original/ revised* price bids being opened for _____ (Name of Package) for _____ project is complete in all respects and contains prices for complete scope of supply, including tests etc., as per BHEL's requirement. If in the original/revised* price bids where itemised price is not available for any part of scope of supply, including tests, etc., the same should be treated to have been included in our original/revised* price bid. Also revised price bid, if any, even though generally governed by the terms and conditions indicated in the original commercial/Price bid (unless indicated to the contrary), any price discount, if not mentioned specially in the revised price bid, the one mentioned, if any in the original price bid shall be applicable for computing final price.

It is also agreed that no further chance for seeking clarification/confirmation to any missing point will be necessary.

Absence of itemised prices against some items does not mean that they are not included. Even though itemised prices are given for major items, those items which are not specially shown, are also included to meet the entire system as per BHEL requirements.

Signature of authorised Representative

Name and Designation:

Name & Address of the Bidder

Date

Forwarded to:

M/s Bharat Heavy Electricals Limited
Power Sector – Northern Region
HRDI & PSNR Complex
Plot No. 25, Sector – 16 A
NOIDA – 201 301 (U.P.)

(Seal & signature of bidder)