

**PURCHASE ENQUIRY**

**VOL – I TECHNICAL CUM COMMERCIAL SPECIFICATION**

To M/s	<b>Our E-mail :</b> sharavan@bhelswr.co.in dkbhagat@bhelswr.co.in ska@bhelswr.co.in	
	<b>ENQUIRY No :</b>	<b>13089 E</b>
	<b>ENQ. DATE</b>	<b>20-02-2014</b>
	<b>DUE DATE</b>	<b>27-02-2014</b>

Dear Sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in **two bids viz. (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. Quotation may be sent by Fax only if asked so by BHEL / with prior permission of BHEL.

<b>Description</b>	SUPPLY OF CHEMICALS TO OPAL DAHEJ SITE (SEZ PROJECT)
<b>Unit</b>	OPAL DAHEJ (ONGC Petro Additions Ltd)
<b>Quantity</b>	AS PER ANNEXURE - I
<b>Delivery Schedule</b>	AS PER ANNEXURE - II
<b>Material Required at (Destination)</b>	AS PER ANNEXURE - II

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR

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TENDER DT 20-02-2014

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**A) GENERAL TERMS AND CONDITIONS OF CONTRACT**

Cl.No	DESCRIPTION
1.	<p>Technical cum Commercial Bid' and 'Price Bid' shall be sealed in two separate envelopes. Both these sealed envelopes shall bear distinct identification with regard to the type of bid and Enquiry number. These two sealed envelopes shall then be kept in a third envelope and superscripted with correct Enquiry No. and Due Date &amp; time. The outer cover should be addressed to the issuing authority (as mentioned below) of this enquiry and shall also bear the name and address of the bidder.</p> <p><b>Address : AGM/PURCHASE</b> <b>BHARAT HEAVY ELECTRICALS LIMITED,</b> <b>POWER SECTOR WESTERN REGION,</b> <b>SHREE MOHINI COMPLEX, 345 KINGSWAY,</b> <b>NAGPUR-440001 (MAHARASHTRA)</b></p> <p>Tender should be free from OVERWRITING AND ERASURES. Bidder's authorized signatory must attest corrections, if any. All amounts shall be indicated both in words as well as in figures. Where there is difference between amount in figures and words, amount quoted in words shall prevail.</p> <p>It is the responsibility of bidder to submit their offer within due date &amp; time as mentioned in this enquiry. BHEL shall NOT be responsible for any loss/damage to the offer submitted by the bidder.</p>
2.	<p>Technical bid will be opened at <b>3.30 PM</b> on Due Date. The Technical cum Commercial bid should accompany with a copy of this enquiry duly signed &amp; stamped on all pages as a token of acceptance of Technical &amp; Commercial T &amp; C and copy of documents like authorized dealership certificate, earlier supply order details of similar equipment and their performance feedback from customers, company profile and present status, product catalogue of the models offered, technical specifications of the product, commercial Terms &amp; Conditions and other relevant documents etc. Please fill up all the columns of all formats of this enquiry.</p> <p>Price bid should be submitted as per the 'Price Format' given in this enquiry. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Terms and condition if any enclosed with price bid, shall not be considered. Tenders received as single bid indicating the price is liable to be rejected.</p>
3.	<p>Price bid of technically accepted bidders only will be opened. No revision of prices will be entertained after Tenders are opened, unless mentioned in our enquiry / asked so by BHEL.</p>
4.	<p>Manufacturer's name, Trade Mark or Patent No. if any, shall be specified in the Technical cum Commercial Bid</p>
5.	<p>Please mention the relevant national / international standard code of the product quoted for in the Technical cum Commercial bid.</p>

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6.	The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.
7.	The tenders received after the specified time of their submission or treated as 'Late tenders' and shall not be considered under any circumstances.
8.	Price quoted shall be valid for <b>3 Months</b> from the date of opening.
9.	Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Please fill in all the columns of all formats
10.	The price quoted should be as applicable to DGS & D (Govt. of India) and other Govt. Organizations. In case DGS & D rate / Running Contract is not existing, but a contract is in vogue with any BHEL Unit, reference of the same shall be furnished and same may be applicable to this contract.
11.	SECURITY DEPOSIT: The supplier shall have to furnish Security Deposit (Cash/DD/Bank Guarantee from a Scheduled Bank) if so specified in the tender under Special Terms & Conditions.
12.	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 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 OF 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
13.	INSPECTION: Final inspection will be carried out the destination/site/Purchaser's works by the authorized inspecting Officer, if so specified in the tender under Special Terms & Conditions. Whenever preliminary or stage inspection is to be carried out at supplier's works the same is subject to final acceptance after receipt of the material at the destination/Purchasers works and the decision of the purchaser shall be final. The propriety of goods shall not pass until final acceptance by the purchaser
14.	REJECTION: The seller shall intimate the purchaser in writing within 15 days (after being intimated about rejection of goods) regarding disposal action of the rejected material. If no advice is received within this time the purchaser shall be at liberty to return the material at the cost and risk of the seller after receiving the cost if any paid by the Purchaser including inward freight and other incidental charges. The Purchaser will not be responsible for the rejected material thereafter and no claim will rest on him.
15.	Delivery: Purchaser shall not be liable to receive and pay for any supply made after delivery date stipulated in the order unless the delivery date is formally extended by the purchaser. Wherever the terms of delivery of the order is other than F.O.R. destination, delivery date will be reckoned as the date of dispatch or the date of readiness after inspection of the material where the Purchaser has agreed for inspection or collection.

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16.	<p>Test certificate: The seller shall carry out such tests as prescribed by the purchaser / as required in accordance to the relevant national or international standards, in his works and/or and other places as stipulated in the order. Necessary test certificate shall be submitted with delivery of materials. The seller shall also provide at no extra cost the required number of catalogues, drawing and other manuals related to materials under this order.</p>
17.	<p>TERMS OF PAYMENT: Payment will normally be made within a month of receipt of material in good condition at destination. Any other payment terms have to be mutually agreed. The seller shall send dispatch documents, invoice etc. in such quantum and a manner as provided in the order.</p> <p>(I) It is expressly understood that in the event of rejection of the materials for which payment has been made against document's through bank the Purchaser reserves the right to claim from the seller the amount paid and the incidental charged incurred in the same manner i.e. negotiating return dispatch documents, through Bank and the Seller shall honour such claim and retire the documents from the Bank.</p> <p>(ii) Bank charges for any payment claimed through Bank shall be borne by the seller and the seller shall also agree to bear any demurrage or other charges arising out of any delay in retirements or documents from Bank due to delayed, insufficient incorrect information furnished.</p> <p>(iii) The seller shall also ensure that the Carriers do not delay dispatch of the consignment once the carrier's receipt is obtained.</p>
18.	<p>GUARANTEE WARRANTY: The materials shall be warranted for design material and workmanship and also for performance warranty as specially stipulated by the purchaser in the order in its annexure.</p>
19.	<p>INSURANCE: Wherever specifically agreed to and directed, the supplier will insure the goods for all transit risks upto delivery of the goods at the final destination. In all other cases supplier must furnish particulars of dispatch for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss, which otherwise might have been recovered from underwriters.</p>
20.	<p>DELIVERY FAILURE, TERMINATION &amp; LIQUIDATED DAMAGE: The parties hereto agree that the timely dispatch/delivery and completion of the other schedules as stipulated in order/contract shall be the essence of the Order/Contract. If the seller/contractor fails to complete the dispatch/ delivery and other schedules within the time period stipulated in the order/contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for the breach of order/contract without prejudice to any other rights and/or remedies provided for, in order/contract and hereunder.</p> <p>The purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half percent {½% of the total contract price per week part thereof, subject to a maximum of ten percent @ 10%} of the total contract price excluding elements of taxes, duties and freight, if seller/contractor has failed to deliver any part of the goods within the period stipulated in the Order/Contract.</p> <p>The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller /contractor without notice to the seller /contractor of goods not so delivered or their equivalent , without canceling the order/contract in respect of the goods not yet due for delivery.</p> <p>The purchaser reserves the right to cancel the order/contract or a portion thereof for the goods not so delivered at</p>

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	<p>the risk and cost of the seller/contractor and the seller/contractor shall be liable to the purchaser for any excess costs thereof.</p> <p>In case of staggered delivery schedule, LD shall be 0.5 % of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value.</p>
21.	<p><b>RISK PURCHASE :</b> In the event the supplier has failed to deliver or dispatch whole of the goods or any part within the time stipulated or if the same were not available in his stock, the best and the nearest available substitute thereof may be purchased/arranged by purchaser from elsewhere at the risk and the cost of the seller. The purchaser at his option will be entitled to terminate the contract and seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 12 above.</p>
22.	<p><b>PREFERENTIAL DELIVERY :</b> It should be noted that if an Order is placed on a higher tenderer as a result of this invitation to tender, in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, sales tax, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and contract.</p>
23.	<p>Purchaser reserves its right to the Public Enterprises price preference facilities as admissible under the Govt. of India policy from time to time.</p>
24.	<p>This order or any part thereof shall not be sub-contracted without the purchaser's consent.</p>
25.	<p><b>METRIC SYSTEM:</b> Supplier is requested to indicate metric system measurements in all documents.</p>
26.	<p><b>INDEMNITY:</b> The Seller shall indemnify the Purchaser against any claim due to any breach of patent, negligence, defective material or injury to seller or his agent.</p>
27.	<p>In the event of any reduction in the price, due to change of Govt. duties after award to the work and before delivery commencement, purchaser is entitled to such reduction and may negotiate fresh price at its discretion.</p>
28.	<p><b>GENERAL:</b> The purchaser reserves the right to split up the tender and place orders for individual item on different suppliers and also increase or decrease the quantity.</p>
29.	<p><b>DISPUTES &amp; ARBITRATION:</b> All cases of disputes will be resolved according to the Indian Arbitration Act 1940</p>
30.	<p><b>FORCE MAJEUR:</b> Acts of God, Acts of Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Natural Calamities, Epidemic and other similar causes over which the supplier has no control, will amount to Force Majeur. Delay attributable to Force Majeur will be condoned; however the onus of establishing the reason of delay lies with the Supplier.</p>
31.	<p>The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the</p>

	<p>banned firms, shall be rejected. The list of banned firms is available on BHEL web site ( <a href="http://www.bhel.com">www.bhel.com</a> ---&gt; Tender Notification -&gt; List of Banned Firms )</p>
32.	<p><b>Important Note:</b></p> <p><b>1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).</b></p> <p>a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.</p> <p>b) Total tendered quantity shall be divided as follows: In the ratio of 80:16:4 (if L-1 bidder is non MSE), where 80% order will be placed on L-1 bidder, 16% on MSE and 4% on MSE (owned by SC/ST) subjected to following conditions: I. MSEs Matches L-1 price. II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (4%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 20% will be awarded to them.</p> <p>c) If no MSE matches the L-1 price, than entire order shall be awarded to L-1 bidder.</p> <p><b>2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).</b> In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 20% of total tendered value/quantity. In case of more than one such MSE (L-1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.</p> <p><b>3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).</b> 100% order will go to the L-1 bidder.</p> <p><b>4) Participating MSEs should be registered with 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 and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.</b></p> <p><b>5) Bidder who is claiming 4% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.</b></p> <p><b>6) Bidder who is claiming 4% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.</b></p> <p>a) In case of proprietary MSE, proprietor(s) shall be SC/ST</p>

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	<p>b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.</p> <p>c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters</p> <p>Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.</p> <p>Note: All these preference are applicable, subject to the submission of applicable certificates (i.e. District Industries Centres 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.</p> <p>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of ENTREPRENEUR MEMORANDUM PART II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.</p>
33.	In case of any contradictions between General and special terms and conditions, the provisions in Special Terms & Conditions will prevail.
34.	Vendor evaluation format, Quality, Safety & HSE guidelines etc. may undergo change from time to time and the latest one shall be followed.

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

Clause No	Item Description
	<p><b><u>QUALIFICATION REQUIREMENT FOR EDTA:</u></b></p> <p>Bidder must have executed following work in the last three (3) years as on latest date of bid submission:-</p> <p>1-A) Bidder must have, <b>Supplied at least 10 MT or more EDTA in Single Purchase Order.</b></p> <p style="text-align: center;"><b>AND</b></p> <p>1-B) Bidders must have achieved an average annual financial turnover (Audited) of ₹ 9 Lakhs or more over last three Financial Years (FY) i.e. 2010-2011, 2011-2012, 2012-2013.</p> <p style="text-align: center;"><b>AND</b></p> <p>1-C) Net worth of the Bidder based on the latest Audited Accounts as furnished for '1-B' above should be positive</p> <p style="text-align: center;"><b>AND</b></p> <p>1-D) Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in '1-B' above based on latest Audited Accounts</p> <hr/> <p><b><u>QUALIFICATION REQUIREMENT FOR BHEL SOL &amp; BHEL MAX:</u></b></p> <p>1. Bidder must have executed following work in the last three (3) years as on latest date of bid submission:-</p> <p>2-A) Bidder must have, <b>Supplied at least 200 KG/LTR or more of BHEL SOL / BHEL MAX in Single Purchase Order.</b></p> <p style="text-align: center;"><b>AND</b></p> <p>2-B) Bidders must have achieved an average annual financial turnover (Audited) of ₹ 0.5 Lakhs or more over last three Financial Years (FY) i.e. 2010-2011, 2011-2012, 2012-2013.</p> <p style="text-align: center;"><b>AND</b></p> <p>2-C) Net worth of the Bidder based on the latest Audited Accounts as furnished for '2-B' above should be positive</p> <p style="text-align: center;"><b>AND</b></p> <p>2-D) Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in '2-B' above based on latest Audited Accounts</p> <hr/> <p><b><u>Explanatory Notes for QR (unless otherwise specified in the PQR)</u></b></p> <p>A. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against 1-B &amp; 2-B above along with all annexures</p> <p>B. In case audited financial statements have not been submitted for all the three years as indicated against 1-B</p>

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	<p>&amp; 2-B above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.</p> <p>C. <b>NETWORTH:</b> Shall be calculated based on the latest Audited Accounts as furnished for I-B &amp; 2-B above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies)</p> <p>D. <b>PROFIT:</b> shall be NET profit (PAT + Non cash expenditure viz depreciation) earned during any one of the three financial years as in I-B &amp; 2-B above</p> <p>E. Bidder shall submit above Pre-Qualification criteria format, duly filled-in, specifying respective annexure number against each criteria and furnish relevant document inclusive of Purchase order and Order completion certificate/Proof of Completion etc in the respective annexures in their offer.</p>		
2.	Product quoted by bidder should meet technical specification mentioned.		
3.	<p><b>“EDTA” and “BHELMAX &amp; BHEL SOL” shall be evaluated separately.</b></p> <p><b>Evaluation of tender shall be carried out on total landed cost offered by the vendor. (i.e. Total basic cost including all taxes, duties and freight minus CENVAT).</b></p> <p>(Bidders may kindly note that CENVAT credit can be availed for Excise Duty)</p>		
	<b>Site/Chemicals</b>	<b>EDTA</b>	<b>BHEL SOL &amp; BHELMAX</b>
	Opal Dahej	Separate Evaluation for EDTA	Both chemicals will be ordered on same Supplier
4.	Chemicals will be accepted only if accompanied by <u>“Batch Test Certificate”</u> of manufacturer / ITA Lab in accordance with relevant IS Code. Tenderer should agree for compliance.		
5.	Chemical should be delivered on <u>“Door Delivery Basis”</u> at destination (as per annexure - II). Freight and other relevant charges should be included in the quotation by the tenderer for this purpose. Offers other than F.O.R. Destination Basis will not be accepted by BHEL		
6.	<p><b><u>PERFORMANCE BANK GUARANTEE (PBG):</u></b></p> <p>NOT APPLICABLE</p>		
7.	<p><b>Payment terms:</b> 100% within 45 days from the date of receipt &amp; acceptance of material at destination and submission of original invoices &amp; bank details endorsed by bank (in original in BHEL format) with complete documents to BHEL PSWR HQ NAGPUR. Payment will be released only by EFT (electronic fund transfer) mode only.</p> <p><b>Following list of documents shall be submitted for billing purpose Address to Engineer ( Pur ), BHEL, PS, WR Nagpur ( detailed address given in this enquiry )</b></p> <ul style="list-style-type: none"> <li>• Original Tax Invoice</li> <li>• Original/authenticated Excise Invoice (If applicable)</li> <li>• Copy of manufacturing batch test certificate.</li> </ul>		

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	<ul style="list-style-type: none"><li>• Original Inspection clearance certificate (if applicable)</li><li>• Original Guarantee/Warranty certificate (If applicable)</li><li>• Stores Receipt Voucher (issued by consignee/BHEL site office).</li><li>• Bank details endorsed (signed &amp; stamped) by bank for release of payment through RTGS/EFT (format shall be made available at the time of releasing PO).</li><li>• Material Data Sheet ( if applicable )</li></ul>
8.	All chemicals should be supplied with MSDS (Material Safety Data Sheet). Chemicals without MSDS will not be accepted.
9.	Date of material receipt at our project site i. e. material received date mentioned in "Store Receipt Voucher" will be considered for Liquidated Damage (Refer GCC)
10.	Prices shall be valid for <b>3 Months</b> from the date of opening of technical bid.
11.	<b>Bidder to submit "Un Priced Price format" duly filled and signed along with the technical bid. The price should be quoted as specified in the price format with split up details.</b>
12.	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 web site ( <a href="http://www.bhel.com">www.bhel.com</a> ---> Tender Notification ---> List of Banned Firms).

Thanking you,  
Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LTD.

ENGINEER (PURCHASE)

ENQUIRY NO. 13089 E

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CERTIFICATE OF NO DEVIATION

**TENDER SPECIFICATION No. : 13089 E**

**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.

I/WE ALSO HEREBY CONFIRM ANY TERMS AND CONDITIONS RECORDED/SET BY US IN ANY PART OF THE TENDER AND ITS RELATED REFERENCE ARE CONSIDERED NULL AND VOID AND WITHDRAWN BY US.

SIGNATURE OF THE TENDERER

DATE:

BHARAT HEAVY ELECTRICALS LIMITED  
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**TECHNO-COMMERCIAL TERMS & CONDITIONS: (PART OF TECHNICAL CUM COMMERCIAL BID)**

S.NO	DESCRIPTION OF T & C	TERMS & CONDITIONS AS QUOTED IN THIS TENDER	ACCEPT/ NOT ACCEPT
1.	DELIVERY TERMS	F.O.R. DESTINATION ONLY	
2.	PLACE OF DELIVERY	OPAL DAHEJ, GUJARAT (AS PER ANNEXURE-II)	
3.	DELIVERY PERIOD FROM THE DATE OF ORDER	AS PER ANNEXURE-II	
4.	CURRENCY OF PAYMENT	INR	
5.	PACKING & FORWARDING CHARGES	SHALL BE INCLUDED IN BASIC COST	
6.	TRANSIT INSURANCE CHARGES	BY BHEL. CONSIGNOR HAS TO INTIMATE DISPATCH DETAILS TO BHEL.	
7.	PAYMENT TERMS	REF SPECIAL TERMS AND CONDITIONS	
8.	OCTROI / ENTRY TAX AT DESTINATION	EXTRA, IF APPLICABLE SHALL BE PAID BY BHEL ON SUBMISSION OF ORIGINAL RECEIPT.	
9.	MODE OF DISPATCH	BY ROAD	
10.	GENERAL CONDITIONS OF THE CONTRACT		
11.	SPECIAL CONDITIONS OF THE CONTRACT		
S.NO	DESCRIPTION OF T & C	TERMS & CONDITIONS AS QUOTED IN THIS TENDER	
12.	EXCISE DUTY/CVD ( % RATE)	Included @ _____ % (or) Extra@ _____ % (or) NA	
13.	EXCISE /CVD INVOICES	<input type="checkbox"/> SHALL BE PROVIDED <input type="checkbox"/> SHALL NOT BE PROVIDED (Invoice should contain ECC details of supplier and buyer. BHEL ECC and TIN details shall be contained in purchase order.)	
14.	CST/ VAT WITHOUT CONCESSIONAL FORMS "C" / "D" ( % RATE)	Included @ _____ % (or) Extra@ _____ % (or) NA	
15.	FREIGHT CHARGES UP TO DESTINATION	Included @ _____ % (or) Extra@ _____ % (or) NA	
16.	AUTHORIZED DEALERSHIP CERTIFICATE	CERTIFICATE OF MANUFACTURER/PRINCIPALS: <input type="checkbox"/> ENCLOSED <input type="checkbox"/> NOT ENCLOSED <input type="checkbox"/> N/A	
17.	BATCH TEST CERTIFICATES	<input type="checkbox"/> SHALL BE PROVIDED <input type="checkbox"/> SHALL NOT BE PROVIDED	
18.	PRODUCT CATALOGUE / WRITE UP	<input type="checkbox"/> ENCLOSED <input type="checkbox"/> NOT ENCLOSED	
19.	MSE Certificate submitted	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	
20.	MSE (Owned by SC/ST)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable	
21.	MANUFACTURING FACILITY ADDRESS		
22.	CONTACT PERSON'S NAME, E-MAIL ID, PHONE NO		

**Bidder must fill up the details as asked above and submit it with technical bid of offer. This sheet should be duly filled, signed and sent as a part of technical bid. Otherwise offers are liable to be rejected.**

Signature & Seal of Tenderer

**IMPORTANT NOTES**

1. Tenders will be evaluated based on the prices quoted upto FOR Destination. Bidders are requested to quote for each and every item as indicated above. Please indicate NIL against items not applicable
2. Incomplete offers are liable to be rejected
3. In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item
4. Any other charges, if not specified above, shall not be considered after Opening the Price Bid
5. The rates shall be quoted after having fully read and understood the Terms and Conditions of the TENDER
6. No additional documents can be considered for Price Evaluation.

**DOCUMENTS TO BE SUBMITTED**

<b>Envelope -1</b>	Signed & Sealed Copy of following documents shall be furnished by the bidder as a part of Techno-Commercial bid <ul style="list-style-type: none"><li>❖ Techno-commercial Terms &amp; Conditions: (Part of Technical cum Commercial Bid)</li><li>❖ No Deviation Certificate</li><li>❖ Annexure – I &amp; II</li><li>❖ Special terms and conditions</li><li>❖ Pre-Qualification Documents</li></ul>
<b>Envelope -2</b>	Signed & Sealed Copy of Price Bid shall be furnished by the bidder as a part of Price Bid Specification

**NOTE FOR SUPPLY OF Ammoniated EDTA:**

- I. Material shall be delivered in SS tankers taking care of safety precautions.
- II. Vendor will be required to test active EDTA content first by following the procedure detailed below before giving inspection call. BHEL representative will visit vendor's works and witness the test for active EDTA content in the bulk quantity before giving dispatch clearance. All necessary arrangements to carry out the test at vendor works are to be made by bidder before giving inspection call. as per attached specifications. Sample of EDTA supplied at site shall be once again tested before final acceptance. All tests will be carried out as per the stated procedure.
- III. Test certificate, guarantee certificate to be furnished along with the supply. Bidders to indicate shelf life of the chemical.
- IV. Inspection will be carried out only at the manufacturing facility of the bidder (Please note Inspection/Dispatch raised for elsewhere destination which does not belong to bidder shall be treated as violation of Tender condition and Order shall stand cancelled therein). Subletting is strictly restricted for EDTA.
- V. **Offers are invited only from Manufacturers of EDTA. Traders, Distributers, Stockist etc are not eligible for this Tender. Inspection shall be done successful only at bidder works.**

TECHNICAL SPECIFICATIONS

PROCEDURE FOR TESTING ACTIVE EDTA CONTENT IN BULK AMMONIATED EDTA LIQUID

The active EDTA content in commercially available bulk Ammoniated EDTA is the content of pure EDTA present in the liquid. The following is the procedure to be adapted for determining the Active EDTA content in ammoniated EDTA which will be represented in weight by weight basis.

- ◆ A representative sample of ammoniated EDTA has to be collected.
- ◆ 10 ml of the above are to be pipetted out in a 100 mL standard flask and the volume has to be made up to 100 mL with DM water.
- ◆ 5 mL of the diluted solution are to be pipetted out in conical 250 mL flask.
- ◆ 50 mL of DM water are to be added to the above.
- ◆ 1 mL of conc. Hydrochloric acid also has to be added.
- ◆ A pinch of ascorbic acid to be added to the above.
- ◆ The solution has to be boiled on hot plate.
- ◆ 1 mL Xylenol Orange indicator is to be added.
- ◆ The solution has to be titrated against 0.1 M Zirconium Oxychloride solution taken in the burette.
- ◆ The end point is the change of the yellow color to violet.
- ◆ Note the titre value.
- ◆ Determine the specific gravity (sp gr) of the bulk EDTA representative sample using a specific gravity bottle and an analytical balance.

Percentage weight by weight of Active EDTA in bulk Ammoniated EDTA = [Titre value x 0.584 x10] / Sp gr.

ENQUIRY NO. 13089 E

TENDER DT 20-02-2014

DUE DATE: 27-02-2014

**REQUIREMENTS:**

I. GLASSWARE & EQUIPMENT:

1. Sample collection bottle (Polythene) 500 mL capacity ..1 No
2. Pipette (graduated, 10 mL) ..2 Nos
3. Standard flask (100 mL) ..1 No
4. Conical flask (250 mL) ..1 No
5. Hot plate (preferably open coil heater) ..1 No
6. Spatula ..1 No
7. Burette (50 mL) ..1 No
8. Analytical balance (0.1 mg accuracy) ..1 No
9. Specific gravity bottle (50 mL ) .. 1 No

II. REAGENTS:

1. Standard Zirconium Oxychloride solution , 0.1 M  
Weight accurately 32.23 g of  $ZrOCl_2 \cdot 8H_2O$  and dissolve in 500 mL of DM water first in a 1000 mL Volumetric flask ,add 85 mL Conc. HCL and make the volume up to 1000 mL.
2. Xylenol Orange indicator:  
Prepare a 0.05% solution of Xyienol Orange in DM water and use.
3. Ascorbic acid (AR/LR grade)

**The following specifications/recommendations to be followed by vendor for BHELMAX & BHEL SOL**

1. Inhibitor sample shall be collected as per sampling recommended procedure given below:
  - a. Sample will be collected from the first batch of bulk mixed inhibitor (min 74 Liters) in presence of BHEL representative.
  - b. This sample will be tested at BHEL/Trichy Labs and based on the acceptable test results, clearance will be given by the Trichy Lab for proceeding with manufacturing the remaining lot.
  - c. Further mixing of the balance quantities shall be done in presence of BHEL representative
  - d. The same will be sealed (displaying batch no and date of manufacture) and dispatched to site by vendor.
  - e. In case of any shortage of raw chemicals leading to additional procurement during preparation of complete lot, a fresh sample has to be prepared / tested and cleared for use. Therefore, the vendor must ensure sufficient quantities input of raw materials beforehand.
2. Testing and verification of inhibitor sample shall be done at BHEL Trichy R&D Lab.
3. If the sample prepared by the supplier fails to meet the acceptable level of BHEL-Trichy Lab in the second time, testing charges will recovered from the bills of the vendor.
4. Ultimate responsibility of getting inhibitor cleared after testing lies with the vendor.
5. Motorized stirrer to be used for mixing MBT with Di-Ethanolamine for preparation of BHELMAX and BHEL SOL. Vendor must have the above facility.
6. For MBT (oil free), a raw chemical used for preparation of BHELMAX and BHEL SOL, the recommended vendor is M/s LANXESS INDIA PVT LTD, Anna Salai, Chennai 600002.
7. Formic acid (raw material used for preparation of BHELMAX and BHEL SOL) purity shall be 80% minimum.
8. Recommended list of suppliers of Raw Chemicals (indicative only):
  - a. M/s Ranbaxy Laboratories Limited  
No 4 Kodambakkam High Road, PO Box no 3317, Chennai 600034
  - b. M/s Reachem Laboratory Chemicals (P) Ltd  
293, Ambattur Industrial Estate, Chennai 600098
  - c. M/s Chemicals (India) Ltd  
16, Jones Street, Chennai 600001
  - d. M/s Lanxess (India) Ltd  
749, Anna Salai, Chennai 600002
  - e. M/s Hanaka Organics (P) Ltd  
W-108-110, MIDC Area, Morivil, Ambarnath, Mumbai 421505

ENQUIRY NO. 13089 E

TENDER DT 20-02-2014

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**MSE Annex -I**

**Certificate by Chartered Accountant on letter head**

This is to Certify that M/s \_\_\_\_\_, (hereinafter referred to as 'company') having its registered office at \_\_\_\_\_ is registered under MSMED Act 2006, (Entrepreneur Memorandum No (Part-II) \_\_\_\_\_ dtd: \_\_\_\_\_, Category: \_\_\_\_\_ (Micro/Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as on date \_\_\_\_\_ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (Le. 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 \_\_\_\_\_ Lakhs

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 \_\_\_\_\_ Lakhs

The above investment of Rs \_\_\_\_\_ Lakhs is within permissible limit of Rs \_\_\_\_\_ Lakhs for \_\_\_\_\_ Micro / Small (Strike off which is not applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership number -

Seal of Chartered Accountant

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR

ENQUIRY NO. 13089 E

TENDER DT 20-02-2014

DUE DATE: 27-02-2014

**Annexure – I**  
**REQUIREMENT OF CHEMICALS FOR UKAI SITE**

SL. NO.	DESCRIPTION OF MATERIAL	UOM	QTY.	QUOTED/NOT QUOTED
1.	Ammoniated EDTA (minimum 40% wt/wt as active EDTA, pH=9.4 to 9.8 Sp gr.:1.18 colour: Straw yellow; completely mixable in water)	MT	20	
2.	BHELMAX	KG	300	
3.	BHELSOL	LTR	300	

BHARAT HEAVY ELECTRICALS LIMITED  
POWER SECTOR WESTERN REGION, NAGPUR

ENQUIRY NO. 13089 E

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**ANNEXURE – II**

**DELIVERY SCHEDULE & DESTINATION DETAILS FOR OPAL DAHEJ**

LOTS		Delivery Schedule for Ammoniated EDTA, BHELSOL & BHELMAX	Site Address
LOT 1	10 MT of EDTA	4 WEEKS FROM THE DATE OF INTIMATION FROM PROJECT SITE	<u>BHEL SITE OFFICE – OPAL DAHEJ</u> Construction Manager, Bhel Site Office, ONGC Petro Additions Ltd., Plot No. Z/1 & Z/83, C/O Dahej Special Economic Zone, P.O. Dahej-392130, Tal. Vagra, Dist. Bharuch (Gujarat)
	150 KG of BHELMAX		
	150 LTR of BHELSOL		
LOT 2	10 MT of EDTA	4 WEEKS FROM THE DATE OF INTIMATION FROM PROJECT SITE	
	150 KG of BHELMAX		
	150 LTR of BHELSOL		