



ISO 9001, ISO 14001, OHSAS 18001
& SA8000 Certified Company

SubContract and Purchase Department.

भारत हेवीइलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

पावर सेक्टर, उ.क्षे.परिसर, प्लॉट नं.25, सेक्टर-16ए, पोस्ट बॉक्स सं.55, नोएडा-201301,

Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301

Ph : 0120-2416274/2416566 , Fax: 0120-2416528 / 2416525

To M/s	ENQUIRY NO.	BHEL-PSNR/SCP/SS/E-2634
	ENQ DATE	03.02.2015
	DUE DATE	24.02.2015

Dear Sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in two 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.	DESCRIPTION OF CHEMICALS	UNIT	QTY FOR UNIT NO. 10	QTY FOR UNIT NO. 11	TOTAL QTY
1	AMMONIUM BIFLUORIDE NH ₄ HF ₂ - 98%, IS:13119-1991	KG	600	600	1200
2	AMMONIUM HYDROXIDE NH ₄ OH-25%, IS:799-1990	LTR	600	600	1200
3	BLEACHING POWDER- IS 1065-1989	MT	3	3	6
4	CAUSTIC SODA LIME (SODIUM HYDROXIDE FLAKES 98% MINIMUM)	MT	20	20	40
5	CITRIC ACID-C ₆ H ₈ O ₇ H ₂ O,IS:5464-1995	KG	500	500	1000
6	DI-SODIUM PHOSPHATE Na ₂ PO ₄ , 12 H ₂ O, IS 566-1991	KG	400	400	800
7	HYDRATED LIME-IS:1540-1990	MT	5	5	10
8	HYDRAZINE HYDRATE N ₂ H ₄ OH-80%, IS:12086-1992	LTR	1000	1000	2000
9	TRI-SODIUM PHOSPHATE Na ₃ PO ₄ , 12 H ₂ O, IS:573-1992	KG	800	800	1600
10	HYDROCHLORIC ACID HCL- 30%, IS:265-1993	MT	36	36	72

Delivery schedule shall be 45 days 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, R&M OF 5X200 MW UNITS, UNIT NO. 09, TURBINE FLOOR, OBRA TPS, UPRVUNL, OBRA, DISTT. SONEBHADRA (U.P.)- 231219

The Tender Document comprise of following:

- a. TENDER NOTIFICATION
- b. UNPRICED FORMAT, ANNEXURE-1
- c. (QUALIFYING REQUIREMENTS,EVALUATION CRITERION etc.), ANNEXURE- 2
- d. IMPORTATNT 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. REVERSE AUCTION FORMAT AND TERMS & CONDITIONS OF REVERSE AUCTION, ANNEXURE-9
- j. FORMAT FOR BANK DETAILS (ANNEXURE-10)
- k. CERTIFICATE OF CHARTERED ACCOUNTANT (ANNEXURE-11)

SR. ENGINEER/PURCHASE
BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR-NORTHERN REGION,
HRDI & ESI COMPLEX, PLOT NO.25,
SECTOR 16 A,NOIDA –201301 (INDIA
(Contact No. – 0120-2416274/6566)

ANNEXURE: 1

S.No	Item Description	Qty.	Unit Rate	Total Amount
1	AMMONIUM BIFLUORIDE NH ₄ HF ₂ - 98%, IS:13119-1991	1200 KG	QUOTED IN PRICE BID	QUOTED IN PRICE BID
2	AMMONIUM HYDROXIDE NH ₄ OH-25%, IS:799-1990	1200 LTR	QUOTED IN PRICE BID	QUOTED IN PRICE BID
3	BLEACHING POWDER- IS 1065-1989	6 MT	QUOTED IN PRICE BID	QUOTED IN PRICE BID
4	CAUSTIC SODA LIME (SODIUM HYDROXIDE FLAKES 98% MINIMUM)	40 MT	QUOTED IN PRICE BID	QUOTED IN PRICE BID
5	CITRIC ACID-C ₆ H ₈ O ₇ H ₂ O,IS:5464-1995	1000 KG	QUOTED IN PRICE BID	QUOTED IN PRICE BID
6	DI-SODIUM PHOSPHATE Na ₂ PO ₄ , 12 H ₂ O, IS 566-1991	800 KG	QUOTED IN PRICE BID	QUOTED IN PRICE BID
7	HYDRATED LIME-IS:1540-1990	10 MT	QUOTED IN PRICE BID	QUOTED IN PRICE BID
8	HYDRAZINE HYDRATE N ₂ H ₄ OH-80%, IS:12086-1992	2000 LTR	QUOTED IN PRICE BID	QUOTED IN PRICE BID
9	TRI-SODIUM PHOSPHATE Na ₃ PO ₄ , 12 H ₂ O, IS:573-1992	1600 KG	QUOTED IN PRICE BID	QUOTED IN PRICE BID
10	HYDROCHLORIC ACID HCL- 30%, IS:265-1993	72 MT	QUOTED IN PRICE BID	QUOTED IN PRICE BID
10 (a)	DETENTION CHARGES OF TANKER	15 DAYS	QUOTED IN PRICE BID	QUOTED IN PRICE BID
11	PACKING and FORWARDING CHARGES, if any		QUOTED IN PRICE BID	
12	Total lump sum towards Excise Duty (Indicate rate of excise duty) Note : Ref Cl4 of STC,Annexure-4 regarding Excise Duty.		QUOTED IN PRICE BID	
13	SALES TAX WITHOUT C FORM / VAT @ _____%		QUOTED IN PRICE BID	
14	Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier.			
15	FREIGHT AND TRANSIT INSURANCE CHARGES (F.O.R OBRA SITE, U.P.)		QUOTED IN PRICE BID	
16	TOTAL F.O.R COST		QUOTED IN PRICE BID	
17	CENVAT CREDIT TOWARDS ED (Ref: Cl 4 of STC Annexure-4).		QUOTED IN PRICE BID	
14	NET COST TO BHEL CONSIDERING CENVAT BENEFIT		QUOTED IN PRICE BID	
15		DELIVERY	AS PER TENDER	
16	SHELF LIFE OF EACH CHEMICAL (ATLEAST SIX MONTHS FROM THE DATE OF DISPATCH OF CHEMICAL)		a) b) c) d) e) f) g) h) i) j)	
17	VALIDITY of offer		AS PER TENDER	
18	PAYMENT TERMS		AS PER TENDER	

BIDDER TO SIGN AND STAMP

ANNEXURE -2**1) QUALIFYING REQUIREMENT**

- a) Bidders must have supplied at least FIVE Chemicals as specified below to any reputed Company in last three years ending on last date of technical bid opening. Vendors to enclose copies of relevant P.O.

SNO.	ITEM DESCRIPTION
1	AMMONIUM BIFLUORIDE NH ₄ HF ₂ - 98%, IS:13119-1991
2	AMMONIUM HYDROXIDE NH ₄ OH-25%, IS:799-1990
3	BLEACHING POWDER- IS 1065-1989
4	CAUSTIC SODA LIME (SODIUM HYDROXIDE FLAKES 98% MINIMUM)
5	CITRIC ACID-C ₆ H ₈ O ₇ ·H ₂ O, IS:5464-1995
6	DI-SODIUM PHOSPHATE Na ₂ PO ₄ , 12 H ₂ O, IS 566-1991
7	HYDRATED LIME-IS:1540-1990
8	HYDRAZINE HYDRATE N ₂ H ₄ OH-80%, IS:12086-1992
9	TRI-SODIUM PHOSPHATE Na ₃ PO ₄ , 12 H ₂ O, IS:573-1992
10	HYDROCHLORIC ACID HCL- 30%, IS:265-1993

- b) Bidder should have an average annual financial turnover of Rs. 10 lacs during the last three financial years i.e (2011-12, 2012-13 and 2013-14) and should submit their audited balance sheet and profit & loss account in support of the same.
- c) In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against above 3 (three) years, will be averaged for 3 (three) years.

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.

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 **24.02.2015** on or before 15.00 hrs. Technical bids shall be opened at 15.30 Hrs. (IST) on **24.02.2015**
 - a. **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. **Reverse Auction:** BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

For 'Reverse Auction Format' and 'Terms & conditions of Reverse Auction' please refer to Annexure -9.

9. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
10. 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 **24.02.2015**
11. Tender should not be addressed to any Individual's name but only by designation to Sr. Engineer/ Purchase, Bharat Heavy Electricals Limited, Power sector northern region, plot no.25, Sector 16 A, Noida-201301.

12. 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 documents 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.
- 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.

13. 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. _____

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 to 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.

21. Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their Techno-commercial offer

Type under MSE	SC/ST owned	Others
Micro		
Small		

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II (Entrepreneur Memorandum II) certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM-II certificate along with CA certificate (Format enclosed as per Annexure- 10) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro and Small) where the deemed validity of EM-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.

MSEs shall be exempted from payment of earnest money at the time of tender deposit. However, there is no exemption of security deposit submission.

No benefit shall be applicable for that particular enquiry if the required documents are not submitted before price bid opening.

Sr. Engineer/ Purchase

SPECIAL TERMS AND CONDITIONS (ANNEXURE-4)

1. Chemicals are required for two units of Obra site (Unit# 10 & 11). Unloading of materials shall be in the BHEL's scope.
2. Price in INR should be quoted for F.O.R destination delivery at CONSTRUCTION MANAGER, BHEL SITE OFFICE, R&M OF 5X200 MW UNITS, UNIT NO. 09, TURBINE FLOOR, OBRA TPS, UPRVUNL, OBRA, DISTT. SONEBHADRA (U.P.)- 231219

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.

NOTE: Hydrochloric Acid, HCl- 30%, IS:265-1993 shall be supplied through the tankers & these tankers shall be detained at site during entire chemical cleaning process (approx. 10-15 days) and charges of same shall be borne by the supplier. Supplier must quote tanker detention charges per day. However, these charges shall be paid on the basis of actual detention period.

INSPECTION AND TESTING:

6. 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.
7. The material being offered should be strictly as per the tender specifications.
8. Supplier shall indicate the Shelf life of the chemical supplied.

DELIVERY TERMS:

9. **COMPLETION:** Within 45 Days from the date of P.O or date of confirmation for despatch by BHEL.

Tentative Delivery period for Unit#10; Chemicals required by 15.04.2015

Tentative Delivery period for Unit#11; Chemicals required by 15.07.2015

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.

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 :-

(a) **90 % PAYMENT OF TOTAL PRICE (BASIC PRICE) + 100% TAXES, DUTIES, P&F, FREIGHT & INSURANCE ETC AS APPLICABLE AT THE TIME OF DISPATCH WITHIN 30 DAYS OF RECEIPT OF MATERIAL AT DESTINATION.**

(b) **10% payment after completion of Acid cleaning of Boiler or 60 days whichever is earlier.**

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.

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 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, LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value. In case of any amendment/revision, the LD shall be linked to the amended/revised PO value.
LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for levying L.D.
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 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.
17. **Force majeure:** The following shall amount to Force Majeure
17.1) Acts of God, act of any Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Flood, Fire, Cyclones, Earth quake and Epidemic and other similar causes over which the seller has no control.

17.2) If the seller suffers delay in the due execution of the contractual obligation due to delays Caused by force majeure as defined above, the agreed time of completion of the job covered by this contract or the obligations of the supplier shall be extended by a period of time equal to period of delay, provided that on the occurrence of any such contingency, the supplier immediately reports to BHEL in writing the causes of delay and the seller shall not be eligible for any compensation.

PRICE SCHEDULE (ANNEXURE-6)

Project: OBRA SITE (U.P.)

Item Description: CHEMICALS 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) for Supply of <u>CHEMICALS AS PER TENDER SPECIFICATIONS.</u>	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 sl no. 7.13 of annexure-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.
- E) Above mentioned price should be in line with clause 2 of Annexure 2.

SIGNATURE AND STAMP OF THE BIDDER

ANNEXURE: 7 BREAK UP OF PRICE GIVEN IN 6.0 ABOVE

S.N.	Item Description	Qty.	Unit Rate	Total Amount
7.1	AMMONIUM BIFLUORIDE NH ₄ HF ₂ -98%, IS:13119-1991	1200 KG		
7.2	AMMONIUM HYDROXIDE NH ₄ OH-25%, IS:799-1990	1200 LTR		
7.3	BLEACHING POWDER- IS 1065-1989	6 MT		
7.4	CAUSTIC SODA LIME (SODIUM HYDROXIDE FLAKES 98% MINIMUM)	40 MT		
7.5	CITRIC ACID-C ₆ H ₈ O ₇ H ₂ O,IS:5464-1995	1000 KG		
7.6	DI-SODIUM PHOSPHATE Na ₂ PO ₄ , 12 H ₂ O, IS 566-1991	800 KG		
7.7	HYDRATED LIME-IS:1540-1990	10 MT		
7.8	HYDRAZINE HYDRATE N ₂ H ₄ OH-80%, IS:12086-1992	2000 LTR		
7.9	TRI-SODIUM PHOSPHATE Na ₃ PO ₄ , 12 H ₂ O, IS:573-1992	1600 KG		
7.10	HYDROCHLORIC ACID HCL- 30%, IS:265-1993	72 MT		
7.10 (a)	DETENTION CHARGES OF TANKER	15 DAYS		
7.11	SUM TOTAL OF (7.1 to 7.10 (a))			
7.12	PACKING and FORWARDING CHARGES, if any. (Material to be packed in suitable packing size to cater the tender quantity only)			
7.13	Total lump sum towards Excise Duty (Indicate rate of excise duty) Note : Refer clause 4 of special terms and conditions.			
7.14	SALES TAX WITHOUT C FORM / VAT @ _____%			
7.15	Any other govt. levies shall be as per actuals and reimbursed by BHEL on submission of relevant documentary proof by supplier.			
7.16	FREIGHT AND TRANSIT INSURANCE CHARGES UPTO OBRA SITE, U.P			
7.17	TOTAL F.O.R COST (Sl. NO. 7.11+7.12+7.13+7.14+7.16)			
7.18	CENVAT against ED (Refer clause 4 of STC)			
7.19	Net cost to BHEL after considering CENVAT benefit (Sl. No.7.17 -7.18)			

NOTES:

- Bidders are requested to quote for each and every item as indicated above.
- Any other charges, if not specified above, may also be indicated.
- Incomplete offer received may not be considered.
- Quantity variation in quantity ($\pm 2\%$) is acceptable for above tendered chemicals.
- Evaluation shall be done on the prices at 7.19 but CENVAT shall be considered as per Cl. 4 Of ED of Annexure-4.However Order shall be placed on Total F.O.R cost as in Sl. No. 7.17.
- 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.
- The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.

8. 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 at sl no.7.18, the same shall not be payable.
9. Hydrochloric Acid, HCl- 30%, IS: 265-1993 shall be supplied through the tankers & these tankers shall be detained at site during entire chemical cleaning process (approx. 10-15 days) and charges of same shall be borne by the supplier. Supplier must quote tanker detention charges per day. However, these charges shall be paid on the basis of actual detention period.

SIGNATURE AND STAMP OF THE BIDDER

ANNEXURE-8

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL-PSNR/SCP/SS /E-2634

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 - 9

REVERSE AUCTION (RA) FORMAT

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders are also required to furnish following details in their techno-commercial bid, for this purpose.

Information and general terms and conditions governing RA are given below.

In case BHEL decides to process the tender through Reverse Auction Process (RA), following details shall be required from the bidders for their authorized representative who will participate in the on line Reverse Auction Process;

(a) Name of Designation of official:

(b) Postal Address (Complete):

(c) Telephone Nos. (Land line & Mobile both):

(d) FAX No.:

(e) E-mail address:

(f) Name of Place/State/Country, wherefrom he will participate in the RA:

(Signatures of the Bidder with Name, Designation & Company's Seal)

TERMS & CONDITIONS OF REVERSE AUCTION

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ANNEXURE – 10**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) :

ANNEXURE-11

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 Book of Accounts that the investment of the company as on date
_____ as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment is plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O. 1722(E) dated October 5, 2006:

Rs. _____ Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006 :

Rs. _____ Lacs

The above investment of Rs. _____ Lacs is within the permissible limit of
Rs. _____ Lacs for _____ Micro/Small (strike off which is
applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant -