



ISO 9001-2000, 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)
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TENDER ENQUIRY NO: BHEL/PSNR/SCP/AI/E-2699

DATE: 17.08.2015

LAST DATE & TIME OF TENDER SUBMISSION	07.09.2015 AT 13:30 HRS.
DATE & TIME OF TENDER OPENING	07.09.2015 AT 15:30 HRS.

TENDER ENQUIRY

BHEL Power Sector, Northern Region invites sealed quotation in **two part bid system** for the following items required at **BHEL – Bara Site, U.P.** as follow:

Enquiry No.	DESCRIPTION	QTY.	DELIVERY SCHEDULE
BHEL/PSNR/SCP/ AI/E-2699	SUPPLY OF INHIBITORS (COROBAN-CB OR CORONIL- 92B) AS PER TECHNICAL SPECIFICATIONS (ANNEXURE – 1)	1,100 Ltrs.	Within 2 WEEKS from the date of confirmation for despatch by BHEL.

DELIVERY REQUIRED AT - CONSIGNEE:

CONSTRUCTION MANAGER,
BHEL SITE OFFICE, PPGCL (BARA SITE), 3x660 MW BARA STPP, P.O. LOHGARA,
POLICE STATION: SHANKARGARH, GRAM: LOHGARA, TEHSIL: BARA, DISTT. ALLAHABAD (U.P.)

The Tender Document comprises of following;

- a. TENDER NOTIFICATION
- b. ANNEXURE- 1A & 1B (TECHNICAL SPECIFICATIONS & TEST PROCEDURE)
- c. ANNEXURE- 2 (PRE QUALIFYING REQUIREMENT)
- d. ANNEXURE-3 (IMPORTANT NOTES)
- e. ANNEXURE-4 (SPECIAL TERMS & CONDITIONS)
- f. ANNEXURE-5 (GENERAL TERMS & CONDITIONS)
- g. ANNEXURE-6 (UNPRICE FORMAT)
- h. ANNEXURE-7 (PRICE SCHEDULE)
- i. ANNEXURE-8 (CERTIFICATE FOR NO DEVIATION)
- j. ANNEXURE-9 (REVERSE AUCTION FORMAT AND TERMS & CONDITIONS)
- k. ANNEXURE-10 (FORMAT FOR BANK DETAILS)
- l. ANNEXURE - 11 (CERTIFICATE OF CHARTERED ACCOUNTANT)

ANNEXURE-“1A”
(TECHNICAL SPECIFICATIONS)

S.No.	SPECIFICATION		
1.0	Item Description	Unit	Quantity
1.1	INHIBITORS (COROBAN-CB OR CORONIL-92 B)	Litre	1,100
2.0	SPECIAL CONDITIONS:		
2.1	<p>The inhibitor must be liquid and completely soluble in water and in mono ammonium citrate of the following composition:</p> <p style="text-align: center;">Citric acid concentration : 3.0 – 4.0 % w/v</p> <p style="text-align: center;">pH using Ammonia : 3.5 to 4.0</p> <p style="text-align: center;">Inhibitor concentration : 0.3 % v/v</p> <p style="text-align: center;">Temperature : 85 – 90 deg C</p> <p style="text-align: center;">Time : 4 hrs</p> <p>The inhibitor should meet the metal loss of less than 1.0 g / m² / h, for the above solvent formulation (Test Procedure as per Annexure- 1B)</p>		
2.2	<u>SHELF-LIFE:</u> should be minimum 6 months from the date of supply/dispatch of chemicals		
2.3	<ul style="list-style-type: none"> - Package Size (Standard packing) - Material Safety Data Sheet required 		

NOTE:

1. The materials being offered should be strictly as per the above specification.
2. Supply quantity tolerance is ± 2%.

ANNEXURE-“1B”
(TEST PROCEDURE)



**INHIBITOR EVALUATION TEST FOR CHEMICAL CLEANING
SOLUTIONS AT TEMPERATURES BELOW 93 C**

This test method consists of procedure wherein the corrosivity of solvent systems is determined by weight loss method experienced by metal specimen during exposure to solvent systems like DiAmmonium EDTA, Citric acid, Hydrochloric acid.

Test Method:

Test specimens may be flat coupons, either rectangular or circular in shape, or rod or tubular material. Regardless of form, final specimen should have a minimum surface area (including edges and ends), of 38.7 cm² (6 in²) .

Specimen preparation:

Tube sampled for determination of metal loss shall be of the same material as that used in the steam generating plant. Cut specimens (from water wall / evaporator) by sawing, or milling. Perform final grinding to white metal finish of all sides (inside and outside for ring tubes) of the specimens. Final polishing to be done with 120 – grit silicon carbide cloth.

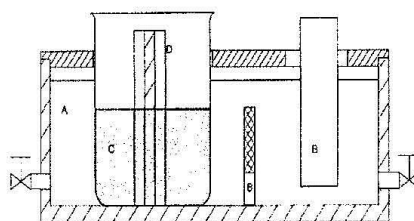
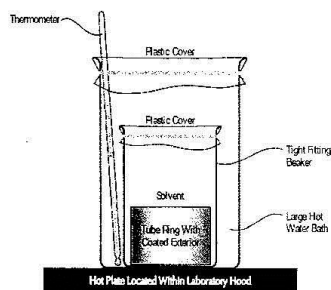
Final sample coupon preparation:

- Degrease by immersion on acetone
- Pickle with uninhibited hydrochloric acid (HCl 1:1) at room temperature for 10 minutes.
- Neutralize by immersion in hot saturated sodium bicarbonate (NaHCO₃) solution.
- Rinse with DM water
- Dry with acetone and weigh specimen to ± 0.1 mg after cooling and store in a desiccator until ready for use.



Testing:

- Prepare the testing solution of about 500 ml in a beaker such that the **acid solvent concentration, pH and the inhibitor concentration are the same as that of actual chemical cleaning / as specified in approved chemical cleaning procedure.** Typically
- For Di-Ammoniated EDTA cleaning: Acid concentration as EDTA: 4.0 %W/W, pH- 5.5 – 6.5, Inhibitor: 0.3% v/v)
- For Mono Ammoniated Citric acid cleaning: Acid concentration as citric acid:3.0-4.0 %W/V, pH- 3.5 – 4.0, Inhibitor: 0.3% v/v)
- For HCl cleaning: Acid concentration as HCl: 5.0 %W/W, Inhibitor: 0.2 % v/v)
- The test vessel (beaker) size is based on the sample coupon size and the specific coupon surface area to solution volume ratio that is to be maintained for the test for drum type boiler s/v ratio of $0.6\text{cm}^2/\text{cm}^3$ and for once through boiler S/V ratio of $1.3\text{cm}^2/\text{cm}^3$ are preferable. Additional volume of about 20 to 30ml may be considered for taking care of the evaporation losses. The beaker without spout is preferable so that evaporation of solvent during testing can be minimized by sealing the beaker as shown.





- Take required quantity of solvent solution in the test vessel (beaker) To keep the acid solution temperature at constant level, the test vessel is immersed into a temperature controlled water bath and allow it to equilibrate to the desired test temperature range.
- The coupon should not be added to the test vessel containing the solution until the solution reaches the desired temperature. After the test temperature has been reached, totally immerse the coupon in the solution, in such a fashion that the solvent has maximum access to the coupon surfaces.
- The specimens shall not come into contact with each other.
- From time to time, the acid solution shall be stirred by hand by means of glass rod.
- The temperature pattern of the acid solution in the specimen vessel shall be adopted to the solution temperature of actual cleaning.
- The duration of the test period is decided in such a way to duplicate the cleaning procedure or 6 hours
- After the testing period, the sample coupon is taken out, rinsed with DM water and acetone. Cool and weigh.
- Calculate the weight loss in g and total surface area of the specimen and calculate the metal loss as $g / m^2 / h$

Acceptance criteria:

For the metal loss for pre-operational chemical cleaning, the following maximum value can be adhered.

Cleaning agent	Metal loss
EDTA / HCl / Citric acid	1.0 g /sq. m / h

If the metal loss for the inhibitor evaluation test is less than the above, then the inhibitor is acceptable for respective chemical cleaning

The inhibitor must be **liquid** and **completely soluble in the solvent of above specified composition**

Note: 1. The materials being offered should be strictly as per the above Test procedure.

Annexure "2"
QUALIFYING REQUIREMENT/PAST EXPERIENCE

1. Bidders must have supplied the tendered chemical to any reputed company in last 2 years from the Tender Enquiry date. Bidder to enclose copies of relevant P.O.

2. I) Average annual TURNOVER in last three Financial Years (FY) shall be at least 4.14 Lacs.

II) Bidder must have earned CASH PROFIT in any one of the last 3 Financial Years.

Bidder to submit audited Balance Sheet and Profit & Loss Account of the company for last 3 Financial Years (FY) in support to Sl. No. I) & II) as above.

NOTE:

I) In case annual accounts of last FY are not audited, then bidder should submit the audited annual accounts of previous three FY.

II) In case audited annual accounts have not been submitted for all the three years as indicated above, then the applicable audited annual accounts as submitted by the bidder against the requisite three years will be averaged for three years.

ANNEXURE-“3”
IMPORTANT NOTES

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. Bidders not offering the material as per specification described in Annexure – 1 shall not be considered.
5. All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in the web page (www.bhel.com) and CPP website (<http://eprocure.gov.in>) and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
6. BHEL reserves the right to split, accepts or rejects any or all tenders without assigning any reason what so ever.
7. BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
8. Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for supply, of **“SUPPLY OF SUPPLY OF INHIBITORS (COROBAN-CB OR CORONIL-92B) FOR BARA SITE”** 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 **15.30 PM (IST) on 07.09.2015**.

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.

9. Tender should not be addressed to any Individual's name but only by designation to:

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

10. TENDERS TO BE SUBMITTED IN TWO PARTS:

Part-I: Techno-commercial bid containing technical details along with commercial offer containing the following;

- (i) Covering letter/Offer forwarding letter of Tenderer.
- (ii) Documentary evidence of manufactured/ supply of said material.
- (iii) Duly filled-in 'No Deviation Certificate' as per Annexure -8.

Note:

- a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
- b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. In case of unacceptable deviations, BHEL reserves the right to reject the tender

(iv) Acceptance to commercial terms and conditions by submitting duly signed and stamped all pages of Tender document as a proof of acceptance.

(v) All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.

(vi) Bidders shall submit their offer in INR only, the same to be indicated in their offer (Part-I).

(vii) Commercial: This part shall include / indicate the following:

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

(vii) Copy of **“Un-Priced Format as per Annexure-6”** i.e., without the price details to be enclosed with clearly mentioning that whether QUOTED or NOT APPLICABLE (NA). No hidden charges shall be accepted.

(viii) Any other details preferred by bidder with proper indexing.

PART: II: PRICE BID AS PER ANNEXURE – 7, DULY FILLED, SIGNED AND STAMPED. IT SHOULD INCLUDE FOLLOWING:

- (i) Offered price (as per Price 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.

Note: Bidder may ensure to sign each page of the tender document / their offer while submitting techno - commercial offer/ price-bid.

11. Following should be super scribed (written on top) 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. _____

12. 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.

13. 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. Erasement 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"

14. 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.

15. PRICE DISCREPANCY

- a) 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.
 - 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.
- b) In case of any other discrepancy, the decision of the purchaser will be final.

ENGINEER/PURCHASE

ANNEXURE-4

(SPECIAL TERMS AND CONDITION)

1. Unloading of materials shall be in the BHEL's scope.
2. Price in INR should be quoted for F.O.R destination delivery at **BHEL – Bara Site, U.P.**
3. **Evaluation Criteria:**
 1. Tenders will be evaluated based on the Net cost to BHEL. However order shall be placed on the Total F.O.R. site price.

TAXES AND DUTIES

4. 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.
5. 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.
6. Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 5 above.

7. INSPECTION, TESTING & MDCC:

- a) 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 need to obtain "MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)" from BHEL before dispatch of material.
- b) The material being offered should be strictly as per the tender specifications. The material supplied should confirm to latest Indian Standard Specifications or B.I.S. as applicable. The supplier shall send the Manufacturer Test Certificate along with each consignment.
- c) The material offered should be tested & conform to Test Procedure as per Annexure-1 B. Supplier to strictly adhere to the same.

8. TRANSIT INSURANCE: Transit Insurance of material is in Supplier's scope.

9. DELIVERY TERMS:

The delivery shall be within **two weeks from the date of confirmation of despatch by BHEL**. In case delivery period quoted by the bidder is not accepted by BHEL, then BHEL may reject their offer.

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.

The following documents are required with dispatch:

1. Test Certificate
2. Material Safety Data Sheet
3. Shelf-Life certificate

10. VALIDITY:

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

PAYMENT TERMS:

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

100 % OF TOTAL PRICE (BASIC PRICE) + 100% TAXES, DUTIES, P&F, FREIGHT & INSURANCE ETC. WITHIN 30 DAYS FROM THE DATE OF RECEIPT OF MATERIALS AT SITE SUPPORTED WITH ALL NECESSARY DOCUMENTS & TEST CERTIFICATES.

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

- Original Tax Invoices.
- Copy of LR.
- Copy of Test Certificate.
- Copy of "Material Dispatch clearance Certificate - MDCC" certificate issued by BHEL, if any.
- SRV (Site Receipt Voucher) issued by BHEL-site.
- Shelf-life Certificate
- Material Safety Data Sheet

NOTES:-

- a. Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.
- b. No advance shall be paid.

13. PAYMENT AUTHORITY: BHEL - PSNR**14. 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 details please refer to Annexure – 9.**

15. BANNED FIRMS & SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS/CONTRACTORS:

15.1) The offers of the bidders who are on the banned/ hold list as also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL web site www.bhel.com.

15.2) It may please be noted that guidelines/rules in respect of Suspension of Business dealings' may undergo change from time to time and the latest one shall be followed. **The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' is available on www.bhel.com on "supplier registration page".**

- 16.** 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.

17. Fraud Prevention Policy:

The Bidder along with its associate/collaborators/sub-contractors/sub vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- 18.** In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

ENGINEER/PURCHASE

ANNEXURE-5
(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 14 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, THE 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 LD.
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. **Force – Majeure:** The following shall amount to Force Majeure:-

15.1) 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.

15.2) 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

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 Arbitration and Reconciliation Act, 1996 the place of Arbitration shall be New Delhi (India).

17. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

ENGINEER/PURCHASE

ANNEXURE-“6”
UNPRICE FORMAT (TO BE SUBMITTED WITH TECHNICAL BID)

NAME OF BIDDER: _____

Sl.No.	DESCRIPTION	UNIT RATE (Rs.) / % age	AMOUNT (RS)	VENDOR'S CONFIRMATION* (QUOTED/NIL/ NA)
1.	TOTAL BASIC PRICE for Supply of INHIBITORS (COROBAN-CB OR CORONIL-92 B) for BARA site	-	QUOTED IN PRICE BID	
2.	PACKING AND FORWARDING CHARGES	@ _____ %	QUOTED IN PRICE BID	
3.	EXCISE DUTY & CESS (REFER CL. 5 & 6 OF Annexure - 4)	RATE OF DUTY.....	QUOTED IN PRICE BID	
4.	CST (WITHOUT “C” FORM) / VAT	RATE OF TAX.....	QUOTED IN PRICE BID	
5.	OTHER TAXES , IF ANY (_____)	RATE OF TAX.....	QUOTED IN PRICE BID	
6.	TRANSPORTATION / FREIGHT CHARGES INCLUDING TRANSIT INSURANCE CHARGES FROM MANUFACTURER WORK PLACE TO BHEL BARA SITE, U.P.	@ _____	QUOTED IN PRICE BID	
7.	TOTAL ORDER VALUE ON F.O.R BARA SITE BASIS	-	QUOTED IN PRICE BID	
8.	CENVAT CREDIT	-	QUOTED IN PRICE BID	
9.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 7 – SL.NO. 8)	-	QUOTED IN PRICE BID	
10.	DELIVERY			AS PER TENDER
11.	SHELF LIFE			AS PER ANNEXURE-1
12.	VALIDITY OF OFFER			AS PER TENDER
13.	PAYMENT TERMS			AS PER TENDER
*NOTE: VENDOR TO GIVE CONFIRMATION FOR EACH ROW AS ABOVE, QUOTE RATE OF APPLICABLE TAXES & DUTIES.				

NOTES:

1. Tenders will be evaluated based on the Net cost to BHEL as per S.No. 9. However order shall be placed on the Total F.O.R. destination prices as per S.No. 7.
2. Bidders are requested to quote for each and every Sl. No/row against S.No. 1 – S.No. 9, as indicated above with clearly mentioning that whether QUOTED or NOT APPLICABLE (NA) / NIL. NO HIDDEN CHARGES SHALL BE ACCEPTED.

3. Incomplete offer received may not be considered.
4. 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.
5. 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 SI no. 8, the same shall not be payable.
6. 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.
7. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
8. Any other Central Govt. /State Govt. taxes, Levies applicable, if not specified above, shall be reimbursed as per actual on submission of documentary proof from the concerned Govt. office.
9. **Annexure-7 (Price Schedule) to be submitted as a part of Price Bid.**

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

ANNEXURE-“7”
PRICE SCHEDULE (TO BE SUBMITTED WITH PRICE BID)

Sl.No.	DESCRIPTION	UNIT RATE (Rs.) / % age	AMOUNT (RS)
1.	TOTAL BASIC PRICE for Supply of INHIBITORS (COROBAN-CB OR CORONIL-92 B) for BARA site	-	
2.	PACKING AND FORWARDING CHARGES	@ _____ %	
3.	EXCISE DUTY & CESS (REFER CL. 5 & 6 OF Annexure - 4)	RATE OF DUTY.....	
4.	CST (WITHOUT “C” FORM) / VAT	RATE OF TAX.....	
5.	OTHER TAXES , IF ANY (_____)	RATE OF TAX.....	
6.	TRANSPORTATION / FREIGHT CHARGES INCLUDING TRANSIT INSURANCE CHARGES FROM MANUFACTURER WORK PLACE TO BHEL BARA SITE, U.P.	@ _____	
7.	TOTAL ORDER VALUE ON F.O.R BARA SITE BASIS	-	
8.	CENVAT CREDIT	-	
9.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 7 – SL.NO. 8)	-	

NOTES:

1. Tenders will be evaluated based on the Net cost to BHEL as per S.No. 9. However order shall be placed on the Total F.O.R. Destination prices as per S.No. 7.
2. Bidders are requested to quote for each and every Sl.No./row against S.No. 1 – S.No. 9, as indicated above with clearly mentioning that whether QUOTED or NOT APPLICABLE (NA) / NIL. No hidden charges shall be accepted.
3. Incomplete offer received may not be considered.
4. 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.
5. 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.
6. Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
7. Any other Central Govt. /State Govt. taxes, Levies applicable, if not specified above, shall be reimbursed as per actual on submission of documentary proof from the concerned Govt. office.
8. Annexure-7 (Price Schedule) to be submitted as a part of Price Bid.

ANNEXURE-"8"

CERTIFICATE OF NO DEVIATION

TENDER No. : BHEL/PSNR/SCP/AI/E- 2699

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.

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

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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

ENGINEER/PURCHASE

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 -