



Bharat Heavy Electricals Limited
Power Sector Southern Region
690, Anna Salai, Nandhanam, Chennai 600 035

NOTICE INVITING TENDER
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

To

INDIA

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

On line Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SNO	ISSUE	DESCRIPTION				
1.0	TENDER NO	BHEL/PS/PUR/ENQ:19:PS:0005:PUR:37				
	TENDER DATE	03-Dec-2019				
2.0	BROAD SCOPE OF JOB	PURCHASE OF CHEMICALS FOR COMMISSIONING OF BOILER FOR 1 X 525 MW MEIL TUTICORIN PROJECT.				
SNO	DESCRIPTION	PROJECT	LOT NO.	QUANTITY	UOM	DELIVERY DATE
1)	BHELMAX	MEGHA ENG & INFRA 525 MW TUTICORIN TPS, STAGE-IV (UNIT-1)	1	690	KILOGRAMS	25-dec-19
2)	BHELSOL	MEGHA ENG & INFRA 525 MW TUTICORIN TPS, STAGE-IV (UNIT-1)	1	690	LITERS	25-dec-19
3.0	DETAILS OF TENDER DOCUMENT					
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc				Applicable
b	Volume-IB	Special Conditions of Contract (SCC)				Applicable
c	Volume-IC	General Conditions of Contract (GCC)				Applicable
d	Volume-ID	Forms and Procedures				Not Applicable
e	Volume-II	Price Schedule (Absolute value).				Applicable

Registered Office: BHEL House, Siri Fort, New Delhi-110049, India



4.0	ISSUE OF TENDER DOCUMENTS	1. Sale from BHEL PSSR office at : Start Date: 03-Dec-2019, Time:1400hrs Close Date: 12-Dec-2019,Time:13hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission	Not Applicable
5.0	DUE DATE & TIME OF OFFER SUBMISSION	Date: 12/12/2019 Time: 1400 hrs Place: ON LINE EPS (Bidders are requested to visit websites to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).	Applicable
6.0	OPENING OF TENDER	Date: 12/12/2019 Time: 1430 hrs (Within 2 hours of the latest due date and time of offer submission). Notes: (1) In case the due date of opening of tender becomes a nonworking day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
7.0	EMD AMOUNT		Not Applicable
8.0	SECURITY DEPOSIT		Not Applicable
9.0	COST OF TENDER		Not Applicable
10.0	LAST DATE FOR SEEKING CLARIFICATION	Date: 08/12/2019 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
11.0	SCHEDULE OF PRE BID DISCUSSION (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)	Not Applicable
12.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
13.0	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications ?View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information	

27.0 It may please be noted that guidelines/rules in respect of Suspension of Business Dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed."

Thanking You.

Yours faithfully
For Bharat Heavy Electricals Limited

(PURCHASE)

Agency	Contact Details	
BHEL/PSSR/Chennai	Address	690, Anna Salai, Nandhanam, Chennai 600 035
	Phone No	044-24342458 / 28286875

	Fax No	044-24328516
	Email	selvanm@bhel.in
ENCLOSURES:		
Form F-02	DECLARATION BY AUTHORISED SIGNATORY OF BIDDER	
Form F-25	POWER OF ATTORNEY	
Volume-IA	QP for BHEL MAX	
Volume-IA IB	SCC	
Volume-IC	GCC	
Volume-II	Price	

M. D.

QUALITY PLAN

FOR THE PROCUREMENT OF INHIBITOR FOR TETRA AMMONIUM EDTA

(M/s Arudhra Eng P.Ltd, Chennai / M/s Chempure Tech. P.Ltd, Chennai/ M/s.
Chemicals (India) Ltd, Chennai / M/s. Water Care Technologies, Chennai)

Doc No: PS: TSX: 598:00:17

Dated 19.07.2017



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

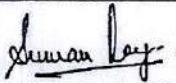
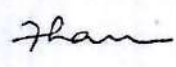
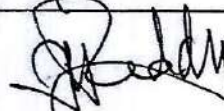
Power Sector – Southern Region

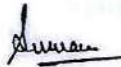
690, Anna Salai, Nandanam, Chennai – 600 035.

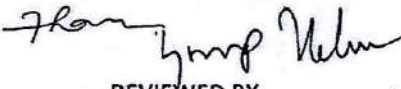


QUALITY PLAN

FOR THE PROCUREMENT OF INHIBITOR FOR TETRA AMMONIUM EDTA

PREPARED BY	SUMAN KUMAR ROY (DM/TSX/BHEL PSSR)	
REVIEWED BY	A. LAWRENCE (Sr. Manager/Lab/BHEL Trichy)	
	S S SAHU (AGM/Quality/BHEL PSSR)	
	P GOVINDARAJU (AGM/TSX/BHEL PSSR)	
APPROVED BY	P S REDDY (GM/ (TSX,CC & PGT)/BHEL PSSR)	
DOCUMENT NO	PS:TSX:598:00:17	REV 00
ISSUED TO		DATE OF ISSUE 19.07.2017


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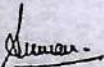

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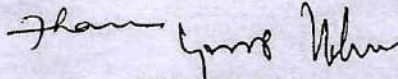
SCOPE:

This document establishes the quality requirements for supplies purchased by BHEL. This form is a part of the purchase order. It contains General Quality Requirements, which apply to the purchases unless they are specifically excluded. *These products are patented and the formulation are proprietary and belongs to BHEL. The above product should be supplied to other than BHEL POWER SECTOR.*

SECTION I : GENERAL REQUIREMENT

1. **Responsibility for Conformance** – The seller is responsible for furnishing supplies, which conform to the requirements of the purchase order. Surveillance, inspections, and tests performed by BHEL, BHEL's customer, or the government do not relieve the seller of this responsibility.
2. **Documentation** – BHEL may refuse to accept delivered items if the seller does not submit the certifications, test data, reports, and/or documentation as required in the purchase order. Computer generated documents must include an actual or facsimile signature.
3. **Right of Access** – is reserved by BHEL, our customers and regulatory authorities to the applicable areas of supplier's facilities, at any level of the supply chain, involved in the order and to all applicable records. BHEL may review your facility or products as necessary.
4. **Notification of Facility Change** – Notify the BHEL immediately of changes to facility location.
5. **Nonconformance Report (NCR)** – Nonconforming parts or material if any require BHEL's written approval before shipment. Record any deviations from specifications, or other requirements. Submit the NCR to the BHEL. A copy of the approved NCR form must accompany each affected shipment and be attached to each part/container.
6. **Latent Defect** – Notify the BHEL for any latent defects for products that were shipped prior to the discovery of the defects. Notification is by use of an NCR and a cover letter including product description, shipper number, part number, revision and a corrective action statement as required by our customers and any regulatory authorities.


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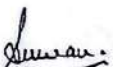
7. **First Article inspection** – Supplier to offer sample for evaluation at BHEL Lab/Customers lab before despatch to site. Sample should contain purchase order number, part number, and part name. After getting confirmation from BHEL, supplier should ship the inhibitor to site.

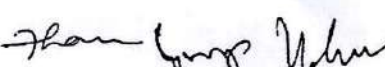
Section II: Selected Procurement Quality Requirements

1. **Control of Quality** – Supplier to maintain their quality control system. BHEL may ask/audit their quality system for compliance.
The inhibitors have to be procured only from the original inhibitor manufacturers and not from any traders.

Inhibitor supplier details and concentration:

Sl No.	Inhibitor	Concentration %	Supplier Details
01	BHEL MAX	0.15 (w/w)	M/s Chempure Tech. P.Ltd, Sarvam house, Plot 84 & 89, Door No: 63, 5th Street, Rajagopalapuram, Mowlivakkam, Chennai – 600125 Mobile: +91-9500188113 Phone: 044 - 2382 1882 to 85 E.Mail: sbk@chempuretech.co.in Arudhra Engineers Private Limited P.O. Box No. 8676 79 (Old #29/9), Valmiki Street, Thiruvannmiyur Chennai-600 041, India. arudra01@gmail.com Phone: 91 44 24430697
02	BHEL SOL	0.15 (v/v)	M/s. Chemicals (India) Ltd., 16, Jones Street, (New No.33) Chennai – 600 001 Ph: 044 – 2523 1942, 2524 5492 Fax : 044 – 2522 0513 M/s. Water Care Technologies 72, Vellalar Street, Industrial Est. Chennai – 600 058 Ph: 044 – 2652 3635


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BHEL MAX & BHEL SOL inhibitors are required to be prepared by mixing of chemicals of specified quality and in a prescribed order.

- List of raw chemicals for making the inhibitor formulations is given in ANNEXURE I, as guidance.
- Procedure for the preparation of the inhibitors is given in ANNEXURE II
- The inhibitors prepared as above shall not give metal loss more than 1.0 gram/Sq. m / hour when tested as per test procedure given in ANNEXURE III
- General conditions for the preparation and supply of the inhibitors are given in ANNEXURE IV.

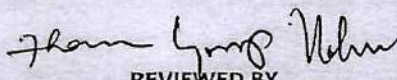
2. Test Reports/Certifications –

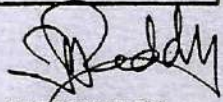
A legible/reproducible test report to be obtained from BHEL/Customer Lab before despatch. Inhibitor efficiency test to be carried out at BHEL/customer lab and test report to be forwarded to BHEL/customer.

TEST REPORT FROM LAB SHOULD CONTAIN:

Tetra-ammoniated EDTA	--- % w/v	
pH	---	
Inhibitor concentration	BHEL MAX	--- % w/w
	BHEL SOL	--- % v/v
Temperature	--- °C	
Duration of Test	--- hours	
Material	Corrosion rate	Metal Loss for the Cleaning process
i)		
ii)....		


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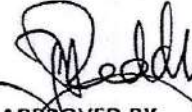

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3. **Shelf Life and Storage Requirements** – Shelf life and storage requirements set by specification require a shelf life statement. The statement will contain the Date of Manufacture (DOM), Date of Shipment (DOS), and/or Date of Test (DOT), as applicable. Include the BHEL purchase order number, material lot or batch number, and the storage requirements. **Do not ship supplies having less than 75% shelf life remaining without the written approval of BHEL.**
 4. **Packing, storage and handling** – Supplier should inform BHEL about packing details, storage and handling instruction should be clearly marked on the shipment.
 5. **Identification** – Unique identification will be assigned to articles and be noted and traceable throughout the associated documentation (reports and certifications).
- 7 **Criteria of Quality** - Metal loss in g / sq.m / h should not exceed 2.0 for acceptance.


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ANNEXURE - 1

List of raw chemicals and specifications required for manufacture of BHEL SOL and BHEL MAX.

S. No.	Details of Chemicals
01	Formaldehyde (As per BIS:3321 - 1973) Aldehyde content (as HCHO) % by weight : 37.0 (Min) Acidity (as HCOOH) % by weight : 0.05
02	Formic acid (As per BIS: 9908 - 1981) Grade 2. Total acidity (as HCOOH) % by weight : 85% (min) Acids other than formic acid (% by weight) : 1.0 (Max)
03	Cyclohexylamine (As per BIS : 12085 - 1987) Purity : 99.2% (Min) Relative density at 25C : 0.860 to 0.870
04	Dicyclohexylamine Purity : 99.0% (Min) Relative density at 20C : 0.912 to 0.913
05	Diethyleneglycol (As per BIS : 7918 - 2001) Purity : 98.5% (Min) Relative density at 25 C : 1.114 - 1.117
06	Vulkacit Mercapto (oil free) (2 - mercapto benzothiazole) (oil free) Density : 1.5g/cm ³ , Purity : 95% (Min), Ash : 0.50% (Max)
07	Diethanolamine (As per BIS : 7911 - 2000) Purity : 98.0% (min), Relative density at 20 C: 1.015 to 1.020

Above Chemicals quantity includes must include for wastages, spillages, evaporation loss etc. during handling and preparation of the inhibitor formulation.


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ANNEXURE – II

Sample Procedure for the preparation of corrosion inhibitors BHEL MAX & BHEL SOL
(*SAME RATIO TO BE MAINTAINED*).

1.0 BHELMAX

Ingredients and Quantity for a 74 kg batch (SAMPLE):

- a) Vulkacit Mercapto (2 – Mercapto benzothiazole) : 24 Kilograms.
- b) Diethanolamine : 50 Kilograms.

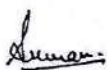
Process: The above two (a) and (b) are to be mechanically mixed in a HDPE vessel to a homogeneous liquid preferably using a mechanical stirrer.

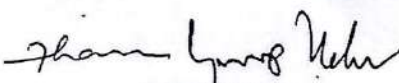
2.0 BHELSOL

Ingredients and Quantity for a 60 liters batch (SAMPLE):

- 1. Diethyleneglycol ... 30 L
- 2. Dicyclohexylamine ... 10 L
- 3. Cyclohexylamine ... 5 L
- 4. Formaldehyde ... 5 L
- 5. Formic acid ... 10 L

Process: The above ingredients are to be mixed in the same order as given above, in HDPE vessel taking care that the temperature of the mix does not exceed 500 deg C. This could be achieved by using a water cooled reactor vessel / mixing the ingredients by adding in small quantities at a time and stirring the contents periodically and allowing it cool down when the temperature rises above 500 deg C. If necessary, external cooling shall be adopted to contain the temperature.


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ANNEXURE - III

Procedure for evaluation of BHELMAX and BHELSOL for their effectiveness towards Inhibitive action.

Procedure:

Specially prepared corrosion coupon will be weighed in a analytical balance and will be immersed in the solution containing the following chemicals in a pressurized reactor.

Ammoniated EDTA solution with 4% EDTA (wt by wt) concentration

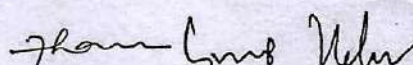
pH 9.0 to 9.5

BHELMAX 0.15% (wt by wt)

BHELSOL 0.15% (vol by vol)

The temperature of the reactor vessel will be increased to 140 deg C and maintained for 4 hours between 135 to 140 deg C. then the reactor vessel will be cooled to 90 deg C. The coupon will be retrieved, washed with DM water and weighed after drying. The metal loss will be calculated.


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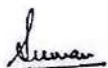
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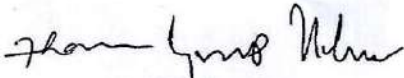
ANNEXURE - IV

GENERAL CONDITIONS FOR THE PREPATATION & SUPPLY OF BHELMAX & BHELSOL INHIBITOR

A. PREPARATION OF THE INHIBITORS:

1. BHELMAX & BHELSOL are proprietary formulation of BHEL and are covered under India Patents act. The preparation and supply of there two inhibitors shall be made only against BHEL purchase order. Misuse of the same is a patent violations
2. Any variation from the specifications of the raw chemicals given may result in process upsets, deterioration in the quality of the finished formulation
3. All the specified chemicals shall the procured from reputed suppliers to ensure the quality of final product.
4. The process furnished for BHEL SOL will produce copious fumes. It is recommended to conduct this process and as well preparation of BHELMAX under fume extraction facility as per pollution control requirements.
5. The processes mentioned for BHELMAX & BHELSOL are to the conducted under supervisor of a qualified professional chemist/Chemical Engineer.
6. BHEL shall not hold any responsibility for any misuse of raw materials and finished products under any clause.
7. BHEL is not responsible for vendor's technical, commercial, safety and legal issues assuring out of non- adherence to these recommendations.
8. Vendors shall be responsible for disposing the effluent / wastages if any as per statutory norms.
9. The storage of the raw chemicals are to be done in a well ventilated premises licensed for the storage of organic chemicals.
10. Initially a small sample of chemicals can be mixed at vendor's works and shall be tested at BHEL's R&D lab, Trichy. After establishing the inhibitor efficiency, bulk batch of mixing can be done on clearance from BHEL PSSR.
11. Preparation of sample and bulk batch are to be done under the direct supervision of BHEL.


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B. SUPPLY OF INHIBITORS:

1. The items are required to be supplied in 30 liter new carboys (HDPE) provided with inner lid and cap as given under, in sealed condition.
 - a) BHEL MAX in Wide mouthed Carboy Black in color
 - b) BHEL SOL in Narrow mouth carboy Blue in color
2. The material shall be supplied in One Lot to BHEL site mentioned in the purchase indent.
3. The BHEL MAX & BHEL SOL inhibitors will be inspected by BEHL / PSSR, before dispatch.
4. The items shall be dispatched to site only after clearance given by PSSR.
5. Material Safety Data Sheet (MSDS) shall be furnished by the vendor along with supply of inhibitors.


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VOLUME- IB SPECIAL TERMS AND CONDITIONS

LIMITED TENDER ref: ENQ:19:PS:0005:PUR:37 DT:03-12-2019 DUE ON: 12-12-2019 for the Supply of INHIBITORS (1).BHEL MAX- 690Kgs (2). BHEL SOL- 690Ltrs to BHEL Site Office, 1x525MW SEPC POWER PROJECT, HORBOUR ESTATE, TUTICORIN, TAMILNADU-628004

1. The is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com> Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described below:

In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.

Corporate Office:

Address : A-201/208, Wall Street - 2, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav, Cell : +91-9099090830, Phone Nos. : +91-9099090830
e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad, Cell : +91-79-40270590
Phone Nos. : +91-79-68136809 / 6819/ 6867 / 6823 /
e-Mail : bhel.support@abcprocure.com

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. Helpline numbers are cited below:

Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in
Mr. Mugunthan Gurumoorthi on site Executive Ph: +91 6353215001 trichy.bhel@eptl.in

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website www.abcprocure.com just below the label of "Knowledge section".



DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:

TECHNICAL OFFER:

1. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section).
 2. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section)
 3. Duly filled all annexures (To be attached in Attachment section).
 4. Experience details with Document Proof i.e., Previous POs and their related Invoices, Order completion certificate issued by the customers Financial statement, Balance sheets (To be attached in Attachment section)
 5. Unpriced RATE SCHEDULE (To be attached in Unpriced bid Attachment section).
 6. Scanned Copy of THE MATERIAL SAFETY DATA SHEET (To be attached in Attachment section).
2. The Total PRICE Quoted should be on FOR DESTINATION and FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. Rates quoted shall be inclusive of all taxes and all charges on LAB Testing of chemicals on FOR Destination basis. Supplier should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The GST value will be deducted while comparing your offer to arrive L1 status.
3. **GOODS AND SERVICE TAX (GST) & Cess**
- 3.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
 - 3.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.
 - 3.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN - 33AAACB4146P2ZL
NAME – BHEL PSSR
ADDRESS: BHEL SITE OFFICE, 1x525MW SEPC POWER PROJECT, HORBOUR ESTATE, TUTICORIN, TAMILNADU-628004
 - 3.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
 - 3.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
 - 3.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

- 3.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 3.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 3.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 3.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL
- 4. ALL TAXES AND DUTY OTHER THAN GST & Cess.**
The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
- 5. STATUTORY VARIATIONS:**
Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.
- 6. NEW TAXES/LEVIES:**
In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.
- 7. DIRECT TAX:**
BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.
- 8. LIQUIDATED DAMAGES & RISK PURCHASE:** Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.
In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued.

The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice

Based on delivery conditions, following LD clauses shall be operated

- a) LD shall be 0.5% of the total order value per week of delay or part there of subject to a maximum of 10% of the total order value.
- b) 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
- c) In case of any amendment/revision, the LD shall be linked to the amended/revised PO value

RISK AND COST:

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i). Contractor/ Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor / supplier including unexecuted portion of work / supply does not appear to be executable within balance available period considering its performance of execution.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non-completion of work / Non- supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor / supplier.

Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

* Balance scope of work/supply (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this

purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

Note: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work/supply shall be calculated in line with LD clause no. 33 of GCC, for the delay attributable to contractor/supplier. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of "LD against delay in executed work / supply in case of termination of contract" is given below.

- i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii). Let the value of executed work / supply till the time of termination of contract = X
- iii). Let the Total Executable Value of work / supply for which inputs/fronTS were made available to contractor / supplier and were planned for execution till termination of contract = Y
- iv). Delay in executed work / supply attributable to contractor i.e. $T2 = [1 - (X/Y)] \times T1$
- v). LD shall be calculated in line with LD clause (clause no 33) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

The following sequence shall be applicable for recoveries from contractor/ supplier on whom Risk & Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:

- a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount will be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i). Dues payable to contractor/ supplier against other contracts in PSSR/BHEL shall be considered for recovery.
 - ii). If recovery cannot be made out of dues payable to the contractor/ supplier as above, balance amount to be recovered, shall be informed to other Regions/Units of BHEL for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.
 - iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.

9. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable event if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of Purchase preference and/or local content in respect of this procurement, same shall be applicable.
10. **SUSPENSION OF BUSINESS:** It may be noted that guidelines / rules in respect of 'Suspension of Business dealings', 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.
11. 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 "<http://www.bhel.com> → tender notification".
12. **FRAUD PREVENTION POLICY:** "The bidder along with its associate/collaborators/sub-contractors /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 fraud or suspected fraud as soon as it comes to their notice."
13. Bidder should submit their offer along with Manufacturers Test Certificate, Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any, etc
14. Authorization of representative who will participate in the on line reverse auction process;
- Name and designation of official.
 - Postal Address (Complete).
 - Telephone Nos. (Both Land line & Mobile).
 - FAX No E-mail address.
 - Name and Place /State/Country,
15. **SPECIAL INSTRUCTIONS:**
- Successful Bidder have to submit sample to BHEL /Customer Lab on their own arrangement and the Test report issued by BHEL/Customer Lab to be furnished to BHEL /Customer Chennai at the earliest for further Clearance. **Note:** The expenditures for sending samples to BHEL/Customer Lab and further Testing Charges if any to be borne by the vendor.
 - Vendor has to submit THE MATERIAL SAFETY DATA SHEET for transportation & handling of offered chemicals along with offer.
 - Vendor should transport the chemicals through reliable transporters who have ensured to drive the vehicle with nondrinker drivers and proven facilities for safe transportation of chemicals. (Emergency Management Card should accompany during supplies).
 - Legal compliances such as factories licenses, consents to operate from state control boards (SPCBs) & Hazardous waste authorization from SDPCBs (If applicable and relevant) shall be furnished.
 - Guarantee/Warranty Certificate if any to be furnished along with supply.
 - Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
 - Please seek all the clarifications, if any, before quoting and submit a " NO DEVIATION CERTIFICATE" Agreeing to all terms and conditions.
 - Offer validity should be min 90 days from the date of opening of Tender.

16. **Tender Conditions for MSE supplier:** MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:

BHEL shall take decision on Purchase Preference to MSEs as follows:

1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).

- 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 25% 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..
- b) Total tendered quantity shall be divided as follows:
In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% 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 (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.
- c) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder.

2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST). 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 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 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.

3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).
100% order will go to the L-1 bidder

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.

5) Bidder who is claiming 6.25% 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.

- 6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.
- In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.
- In case of proprietary MSE, proprietor(s) shall be a Women.
 - In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
 - In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preferences are applicable, subject to the submission of applicable certificates (i.e. 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 OR Udyog Aadhaar Memorandum OR any other body specified by Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only**

- 8) 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 (Five 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.

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of tender evaluation. " 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".

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

17. **PAYMENT TERMS:** 100% Payment will be released within 30 days after the receipt of materials and on submission of SRV issued by the Consignee.

18. **DESCRIPTION OF ITEMS & CONSIGNEE ADDRESS:**

Sl.No	DESCRIPTION OF ITEM	Qty	CONSIGNEE ADDRESS
01	BHEL MAX	690 Kgs	SITE INCHARGE, BHEL Site Office, 1x525MW SEPC POWER PROJECT, HORBOUR ESTATE, TUTICORIN, TAMILNADU-628004
	BHEL sol	690 Ltrs	

19. **Commitment, performance of the contract and punitive action thereof:**

19.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

19.2 Commitment by Bidder / Supplier / Contractor:

19.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

19.2.2 The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

19.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of

business / money / reputation, to BHEL. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website, <https://bhel.abcpurchase.com> www.bhel.com & <http://eprocure.gov.in> As such, all the bidders are requested to be in continuous touch with these websites.

SIGNATURE & OFFICE SEAL OF THE TENDERER

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Bidder's Confirmation
1	Quote Submitted for (1).BHEL MAX -690Kgs (2) BHEL SOL – 369 Ltrs	
2	Comply to submit the sample to BHEL /Customer Lab and the Test report issued by BHEL /Customer Lab shall be furnished to BHEL / Customer Note: Vendor Should borne all the expenses for sending samples to BHEL /Customer Lab and further Testing Charges if any.	
3	(a).Comply for Basic Price is Inclusive of Packing & Forwarding, Freight, Insurance & Testing Charges. (b). The Rates Quoted should be firm till the completion of the Order.	
4	NODEVIATION CERTIFICATE (to be attached with Letter Head)	
5	Whether falling under MSME category (Valid Certificate to be Attached)	
6	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).	
7	Comply to BHEL Payment Terms as per Tender	
8	Delivery Period in no of days from the date of PO	
9	Comply to min 90 days Validity of Offer from Tender due date	
10	Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any (same to be attached).	
11	Comply to Furnish Power of Attorney Document as per Tender	
Other Charges (Which Attracts GST If any) in lump sum		
12		
13		
14	Sub Total (12+13) of Other Charges in %	
15	GST in %	
16	CESS ON GST (IF APPLICABLE) in %	
17	GST CREDIT PASSED ON TO BHEL	
18	GST Registration No & details (same to be attached)	
19	Authorized Contact Person Name, Mobile/ Phone Number etc	

SIGNATURE & OFFICE SEAL OF THE TENDERER

UN PRICED RATE SCHEDULE

Sl.No	DESCRIPTION OF ITEM	Qty in Ltrs (A)	RATE/ Unit (B)	Amount (Rs) $C=(A*B)$	GST (Rs) (D)	FOR DESTINATION PRICE $E= (C+D)$	NET OF GST PRICE $F= (E-D)$
01	Supply of BHEL MAX in Kgs	690	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
02	Supply of BHEL SOL in Ltrs	690	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
03	TOTAL			QUOTED	QUOTED	QUOTED	QUOTED

SIGNATURE & OFFICE SEAL OF THE TENDERER

* BIDDER HAVE TO STRIKE OUT THE WORD QOUTED WHICH ARE NOT APPLICABLE.

ANNEXURE-I

Certificate By Chartered Accountant On Letter Head Of The C.A. FIRMTO WHOM SO EVER IT MAY CONCERN

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 per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in 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

(Strike off whichever is not applicable)

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

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.O. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

NO DEVIATION CERTIFICATE

I.....OF

M/s.

HERE BY CERTIFY THAT THERE IS NO DEVIATION FROM THE TENDER CONDITIONS
EITHER TECHNICAL or COMMERCIAL AND I AM AGREEING TO ALL THE TERMS AND
CONDITIONS MENTIONED IN THE TENDER SPECIFICATION.

SIGNATURE OF THE TENDERER

OFFICE SEAL

BHEL : PSSR : CHENNAI

DETAILS OF CONTRACTOR/SUPPLIER FOR E REMITTANCE OF PAYMENTS BY BHEL PSSR/CHENNAI

1 NAME & ADDRESS OF THE CONTRACTOR/SUPPLIER

2 BANK A/C NO

3 TYPE OF A/C (CC / CURRENT)

4 NAME OF THE BANK

5 NAME OF THE BRANCH

6 BRANCH CODE

7 BANKER'S ADDRESS

8 MICR NO

9 IFSC CODE

THE CONTRACTOR / SUPPLIER , DULY ATTESTED BY THEIR BANKERS

FORMS & PROCEDURES
DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

Form No: F-02 (Rev 00)

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

FORMS & PROCEDURES
POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT
AGREEMENT

Form No: F-25 (Rev 00)

POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT
AGREEMENT

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, 690, Anna Salai, Nandhanam, Chennai-35 in connection with

.....
.....
..... vide Tender Specification No : _____
dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public