

**SPECIAL TERMS AND CONDITIONS**

OPEN TENDER ref: ENQ:19:PS:0005:PUR:7 DT:03-06-2019 DUE ON: 12-06-2019 for the Supply of LIQUOR AMMONIA to 1x800MW DR NARLA TATA RAO TPS (NTTPS) STAGE V, IBRAHIMPATNAM, VIJAYAWADA, KRISHNA DISTRICT, ANDHRA PRADESH – 5214562.

1. This 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](mailto:info@abcProcure.com)

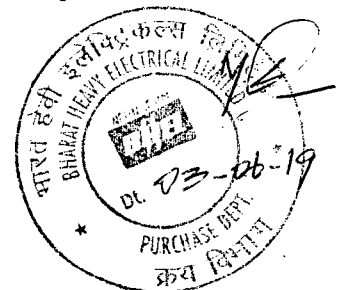
Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad, Cell : +91-79-40270590  
Phone Nos. : +91-79-68136809 / 6819/ 6867 / 6823 /  
e-Mail : [bhel.support@abcprocure.com](mailto: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](mailto:swapnil.h@eptl.in)  
Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: [hardik.oza@eptl.in](mailto:hardik.oza@eptl.in)  
Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: [ankur.bhatt@eptl.in](mailto:ankur.bhatt@eptl.in)  
Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: [prashant@eptl.in](mailto:prashant@eptl.in)  
Mr. Mugunthan Gurumoorthi on site Executive Ph: +91 6353215001 [trichy.bhel@eptl.in](mailto: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](http://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 ie., 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 - 37AAACB4146P7ZB  
NAME - BHEL PSSR  
ADDRESS: BHEL SITE OFFICE, 1x800 MW DR NARLA TATA RAO TPS (NTTPS) STAGE V,  
IBRAHIMPATNAM, VIJAYAWADA, KRISHNA DISTRICT, ANDHRA PRADESH - 5214562
  - 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 s 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 thereof 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. BHEL have the rights to place orders on Item wise or Package wise or more than one Vendor.
10. 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.
11. **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.
12. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "<http://www.bhel.com> → tender notification".
13. **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."
14. BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the online / sealed price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. As 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. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)). The bidders have to necessarily submit online sealed bid less than or equal to their price bid already submitted to BHEL along with the offer. The online / sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & online / envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to online/envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect.

However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on [www.bhel.com](http://www.bhel.com)). As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL" 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.

Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know further details about the methodology, they may please contact Sr.MANAGER /Purchase, BHEL, PSSR Chennai 35.

However, if reverse auction process is not adopted or is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the Online / sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during

15. Authorization of representative who will participate in the on line reverse auction process;
  - i. Name and designation of official.
  - ii. Postal Address (Complete).
  - iii. Telephone Nos. ( Both Land line & Mobile).
  - iv. FAX No E-mail address.
  - v. Name and Place /State/Country, where from he will participate in the reverse auction.
16. **PAYMENT TERMS:** 100% Payment will be released within 30 days after the receipt of materials and on submission of SRV issued by the Consignee.
17. Bidder should submit their offer along with the Copy of Manufactures Test Report obtained from NABL accredited Lab/ Govt. approved Labs and it should contain the parameters as per the tender requirement, Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any, etc
18. **Special Instructions:**
  - (a) Inspection will be carried out by BHEL or BHEL authorized TPIA (Third Party Inspection Agency) at supplier works as per IS standards. Vendor should submit the Test Report obtained from NABL accredited Lab/ Govt. approved Labs and it should contain the parameters as per the tender requirement. Vendor Should borne all the expenses towards testing of Chemicals at any NABL / Govt approved LABs,
  - (b) Vendor has to submit THE MATERIAL SAFETY DATA SHEET for transportation & handling of offered chemicals along with offer.
  - (c) 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).
  - (d) 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
  - (e) Inspection Report and Guarantee/Warranty Certificate to be furnished along with supply
  - (f) If the Chemical is transported through tanker and unloading at destination is delayed beyond two working days a sum of Rs 3000/- per day will be paid as tanker detention charges up to the date of tanker release beyond two days (OR) Actual Tanker detention Charges, whichever is less.
  - (g) Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
  - (h) Please seek all the clarifications, if any, before quoting and submit a " NO DEVIATION CERTIFICATE" Agreeing to all terms and conditions.
  - (i) Offer validity should be 90 days from the date of opening of Tender.

19. 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.
- b) 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.,

## 20. DESCRIPTION OF ITEMS & CONSIGNEE ADDRESS:

| Sl.No | DESCRIPTION OF ITEM                                                                                                   | Qty           | CONSIGNEE ADDRESS                                                                                                                                      |
|-------|-----------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1     | Liquor Ammonia: Analytical grade 25% Conc as per IS:799 - 1985/ Reaffirmation year 2010 (to be Supplied in IN TANKER) | 16 Metric Ton | SITE INCHARGE, BHEL SITE OFFICE, 1x800 MW DR NARLA TATA RAO TPS (NTTPS) STAGE V, IBRAHIMPATNAM, VIJAYAWADA, KRISHNA DISTRICT, ANDHRA PRADESH - 5214562 |
| 2     | Liquor Ammonia: Analytical grade 25% Conc as per IS:799 - 1985/ Reaffirmation year 2010 (to be Supplied in IN BARREL) | 4000 Ltrs     |                                                                                                                                                        |

## 21. Commitment, performance of the contract and punitive action thereof:

### 21.1 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.

### 21.2 Commitment by Bidder / Supplier / Contractor:

21.2.1 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.

21.2.2 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.

21.2.3 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](http://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://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 Vendor Confirmation |
|-------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| 1                                                     | Comply to Supply (1). 22000 Ltrs of Liquor Ammonia: Analytical grade 25% Conc as per IS:799 - 1985/ Reaffirmation year 2010 (to be Supplied in IN TANKER)                                             |                               |
| 2                                                     | Comply to Supply 4000 Ltrs of Liquor Ammonia: Analytical grade 25% Conc as per IS:799 - 1985/ Reaffirmation year 2010 (to be Supplied in IN BARREL)                                                   |                               |
| 3                                                     | Comply to offer the Chemicals with BHEL recommended IS and to adhere BHEL TPIA Inspection and further Comply to borne all the expenses towards testing of Chemicals at any NABL / Govt approved LABs, |                               |
| 4                                                     | (a).Comply for Basic Price is Inclusive of Packing & Forwarding, Freight and Insurance Charges. (b). The Rates Quoted should be firm till the completion of the Order.                                |                               |
| 5                                                     | NODEVIATION CERTIFICATE ( to be attached with Letter Head)                                                                                                                                            |                               |
| 6                                                     | Whether falling under MSME category (Valid Certificate to be Attached)                                                                                                                                |                               |
| 7                                                     | Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).                                              |                               |
| 8                                                     | Comply to BHEL Payment Terms as per Tender                                                                                                                                                            |                               |
| 9                                                     | Delivery Period in no of days from the date of PO                                                                                                                                                     |                               |
| 10                                                    | Comply to 90 days Validity of Offer                                                                                                                                                                   |                               |
| 11                                                    | Experience details with Document Proof ie., Previous POs, Invoices, Order completion certificate (same to be attached).                                                                               |                               |
| Other Charges (Which Attracts GST If any) in lump sum |                                                                                                                                                                                                       |                               |
| 12                                                    |                                                                                                                                                                                                       |                               |
| 13                                                    |                                                                                                                                                                                                       |                               |
| 14                                                    | Sub Total (12+13) of Other Charges                                                                                                                                                                    |                               |
| 15                                                    | GST in %                                                                                                                                                                                              |                               |
| 16                                                    | CESS ON GST (IF APPLICABLE) in %                                                                                                                                                                      |                               |
| 17                                                    | GST CREDIT PASSED ON TO BHEL in %                                                                                                                                                                     |                               |
| 18                                                    | GST Registration No & details (same to be attached)                                                                                                                                                   |                               |
| 19                                                    | Contact Person Name, Mobile/ Phone Number etc                                                                                                                                                         |                               |

SIGNATURE &amp; OFFICE SEAL OF THE TENDERER

## UN PRICED RATE SCHEDULE

| Sl.No | DESCRIPTION OF ITEM                                                                                                                                         | Qty in Ltrs<br>(A) | RATE/<br>Unit<br>(B) | Amount<br>(Rs)<br>C=(A*B) | GST (Rs)<br>(D) | FOR<br>DESTINATION<br>PRICE<br>E= (C+D) | NET OF GST<br>PRICE<br>F= (E-D) |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------|---------------------------|-----------------|-----------------------------------------|---------------------------------|
| 01    | Supply of <b>Liquor Ammonia</b> :<br>Analytical grade 25% Conc<br>as per IS:799 - 1985/<br>Reaffirmation year 2010 (to<br>be Supplied in <b>IN TANKER</b> ) | 22000              | QUOTED               | QUOTED                    | QUOTED          | QUOTED                                  | QUOTED                          |
| 02    | Supply of <b>Liquor Ammonia</b> :<br>Analytical grade 25% Conc<br>as per IS:799 - 1985/<br>Reaffirmation year 2010 (to<br>be Supplied in <b>IN BARREL</b> ) | 4000               | QUOTED               | QUOTED                    | QUOTED          | QUOTED                                  | QUOTED                          |
| 03    | <b>TOTAL</b>                                                                                                                                                |                    |                      | QUOTED                    | QUOTED          | QUOTED                                  | QUOTED                          |

SIGNATURE &amp; OFFICE SEAL OF THE TENDERER

### **GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)**

**Against this enquiry for the subject work, tender may be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and conditions of the RA shall be as follows:**

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 RA (quoted against this tender enquiry) will have to necessarily submit "on line sealed bid" in the RA. Non submission of "on line sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guide lines 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 extensions etc., also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure-IV) before start of Reverse auction. Without this the bidder shall not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (eg., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like packing & forwarding charges, Taxes and duties, Freight charges, Insurances, Service Tax for services and loading factors (for non compliance to BHEL standard commercial terms and 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 Filled-in prescribed format for price breakup including that of line items, if required (Annexure- VII) 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 will be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auction site of service provider, using the Login IDs 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 representative 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 procedure the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SIGNATURE & OFFICE SEAL OF THE TENDERER

## 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.I722(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 S.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