

THIS FORMAT SHOULD BE FILLED UP BY THE VENDOR & PROPERLY SIGNED AND STAMPED		
Sl. No.	A) Instructions	Supplier's Compliance
a)	Offers are invited in two part bid for the Supply of 5000 Bags of "Ordinary Portland Cement-43 Grade as per IS 8112 : 1989 (Reaffirmed in 2005)	
b)	<p>Please submit your offer in Two Bid System as per enquiry.</p> <p>(a) Tencho - Commerical bid (unpriced bid): Technical bid with commerical terms and conditions shall be furnished in a sealed cover, super scribed with "TECHNO COMMERCIAL BID" , ENQUIRY NO DATE , & DUE DATE.</p> <p>(b) Price Bid: Price shall be furnished in a separate sealed cover, super scribed with "Price Bid", Enquiry No. date and due date.</p> <p>However, Un-Price bid shall be enclosed in the Techno-Commercial Bid.</p> <p>Both covers (Techno - commerical bid and price bid) shall be kept in a big envelop, the details like tender no. date and your address etc. shall be super scribed on the envelop. Note: BHEL is not responsible for any Postal Delays. Please submit your offer without seeking time extensions. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.</p>	
c)	Your sealed covers superscribing Tender Enq. No. and Due Date to be addressed to DGM / Pur (Co-ordination), BHEL,RC Puram, Hyderabad- 502 032. IF Bidder intends to submit the tender personally, same can be submitted to Mr. P. Surya Chandra Raju, DGM/Pur (Co-Ordination), BHEL, R C Puram, Hyderabad - 502032. Tenders can be dropped in the tender box available at Vendor Complex, BHEL, R C Puram, Hyderabad-502032.	
d)	The Tender received after 11.00hrs on the due date will be rejected.	
e)	Bidder can also submit offer through email at his own risk. However, such email offers shall be sent only to tenderbox@bhelhyd.co.in. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent through email due to server break down / Internet failure/ tranmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned.	
f)	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.	
g)	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL-Hyderabad. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award given by the Arbitrator shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh.	
h)	Bidder can also submit offer through email at his own risk. However, such email offers shall be sent only to tenderbox@bhelhyd.co.in. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure/ tranmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned.	
	B) Specifications & Pre-Qualification Criteria:	
I)	Cement should be 43 Grade Ordinary Portland Cement confirming to IS 8112: 1989 (reaffirmed in 2005)	
II)	The packaging should be done in HDPE Bags and each bag shall weight 50 Kgs.	
III)	Supplier shall be Manufacturer of the Cement	
IV)	Supplier should have supplied cement to Government Sector/Public Sector Undertaking/Private sector/Private Industries. Bidder shall enclose relevant Purchase Order copies in the techno-commercial bid.	

Sl. No.	C) BHEL Commercial Terms & Conditions (Deviations if any shall be written in "Deviations" column)	Offered	Deviations
1	Terms of Delivery : Material shall be supplied FOR - BHEL Stores, R C Puram, Hyderabad including un- loading. Quoted Prices shall be inclusive of Packing & Forwarding Charges and Freight & Insurance charges upto BHEL R C Puram, Hyderabad. No Deviation from this is acceptable.		
2	Terms of payment: 1)100% payment will be made on receipt and acceptance of the material on 45th day from the date of receipt of the material at BHEL Stores. 2) In no case BHEL shall accept to pay advance / liability towards interest. 3). Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder.		
3	Delivery Schedule for total 25000 Bags:- 1. 5000 Bags: Within One Month from the date of P.O Note: Quoted Price shall be firm till the Supply is completed as per above schedule. Offers which do not comply to the above schedule and Offers with price variation clause during the Supply(after placement of P.O) due to any reason such as hike in petrol/diesel price, transport charges etc.. shall be rejected.		
4	Penalty Clause: a) Penalty 1/2% per week to the extent of 10% of order value of undelivered portion is applicable for delayed deliveries. Loading Factor for non-acceptance of Penalty Clause: It will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded on supply value for evaluating lowest bidder.		
5	Offer Validity: Should be valid at least 180 days minimum from date of Techno-Commercial Bid opening. The Quoted prices shall be on firm basis & Price variation clause within this period will not be entertained.		
6	Excise duty as applicable to be indicated. Bidder shall clearly specify whether the quoted price is inclusive/ exclusive of specified Excise Duty.		
7	VAT/CST as applicable to be indicated. Bidder shall clearly specify whether the quoted price is inclusive/ exclusive of specified VAT/CST.		
8	Commercial Terms & Conditions quoted in any place other than this format, including in Vendor's General Terms & Conditions enclosed, if any, shall be summarily ignored and be invalid for evaluation of Bids.		
9	Risk Purchase: If the vendor fails to deliver the goods beyond penalty period specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</u>		
10	BHEL reserve the right to reject any offer without assigning any reason and to load/reject the offers which are deviating to BHEL specifications, Pre-Qualification Criteria and Commercial Terms & Conditions.		
11	Commercial Terms & Conditions quoted in any place other than this format, including in Vendor's General Terms & Conditions enclosed, if any, shall be summarily ignored and be invalid for evaluation of Bids.		