



TELEPHONE : 2321 / 1690
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**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR EASTERN REGION
DJ- 9/1, SALT LAKE CITY, SECTOR-II
KARUNAMOYEE, KOLKATA-91
(A Govt. of India Undertaking)**

Tender document no: PSER:PUR:PMX:203:099

Dated 17/11/2009

SUB: TENDER DOCUMENT FOR SUPPLY OF OPC (GRADE 43), AS PER IS: 8112 FOR 726.6 MW gas based power project of M/s ONGC-Tripura Power Company Limited (OTPC) at Pallatana, Tripura

Sealed offers are invited by the undersigned on behalf of BHARAT HEAVY ELECTRICALS LIMITED for the subject job of **Supply of OPC (Grade 43), as per IS:8112 at PALLATANA , UDAIPUR, TRIPURA (8600MT +/-30%)**.

Please find enclosed tender documents as per following details:

Tender document no: **PSER:PUR:PMX:203:099 dated 17/11/2009** Comprising of following:

Part – A	General Conditions of contract (GCC)
Part – B	Special Conditions of Contract (SCC)
Part – C	Technical Specification
Part – D	Price Schedule

**Last date of submission of offer 01/12/2009 (15-00 Hrs).
(Techno-commercial offer shall be opened on next working day at 11.00 Hours)**

1.0 The offers shall be sent in three separate sealed envelopes as under:

COVER NO	SHALL CONTAIN FOLLOWING
COVER-I (TECHNO-COMMERCIAL BID)	Covering letter of offer Pre-qualifying documents with all credential documents as per Annexure – II. Unpriced Techno-Commercial Bid Duly filled all annexures References of subsequent correspondences, if any Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. Price schedule – Unpriced but mentioning only quoted / unquoted against each item Copy of Tender change notice (TCN), if applicable. All supporting documents/ Annexures etc as applicable. NIT pages (all pages) No deviation certificate in bidders letterhead as per format given in Annexure - I.
COVER-II (PRICE BID)	Copy of covering letter given in Cover-I Duly filled in Price Schedule

SPECIAL NOTE:

- A) Above two separately sealed covers shall together be enclosed in a third cover (Cover-III). All the three sealed covers shall be clearly super scribed with **COVER NO WITH NOMENCLATURE, NAME OF THE JOB, TENDER DOCUMENT NO. and DUE DATE OF SUBMISSION.**
 - B) Offer & documents submitted with the offer shall be signed and stamped in each page by authorised representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.
 - C) All documents / Annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 3.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job.
- 4.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
- 5.0 BHEL may decide holding pre-bid conference [PBC] with bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
- 6.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 7.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you . Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL'S interpretation shall prevail & binding on you.
- 8.0 For any clarification on the tender document, you may seek the same in writing within **25/11/2009**, from the office of the undersigned which will be clarified to all the bidders. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 9.0 While BHEL reserves the right to open the price bid of the offers in camera. The date & time of Price Bid opening shall be intimated to the bidders in case BHEL decides it to be 'Public opening' and in such a case, one authorized representative of the bidder, who may like to attend, shall be allowed.

Senior Manager (Purchase)

PART – A : GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS
1	<p>Our requirement is for use 726.6 MW gas based power project of M/s ONGC-Tripura Power Company Limited (OTPC) at Pallatana, Tripura. BHEL is procuring this cement on behalf of their customer and the same shall be resold to them.</p> <p>Offers are invited to submit in two-parts.</p> <p><u>Part-I : TECHNICAL-CUM-COMMERCIAL AND UN PRICED BID :</u> Consisting of complete technical details, catalogues, drawings and all commercial terms. (Money values shall not be indicated i.e; un price bid).</p> <p>Following formats are to be filled and submitted in a single cover super scribing as Technical - cum - Commercial and Un Priced Bid, Tender Enquiry No. and Due Date.</p> <p>(i) Technical Specification (Catalogues to be enclosed if any) (ii) BHEL Standard Terms & Conditions. (iii) Un Price Bid</p> <p><u>Part-II : PRICE BID</u></p> <p>Price to be indicated in the format enclosed. (Any preconditions for price will not be accepted and the tender will be rejected).</p> <p>The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to 15.00 Hours on the said due date.</p> <p><u>If the vendor submits offer i.e. Technical & Price bid together in single envelope, the offer shall be liable for rejection.</u></p>
2	<p>If any vendor sought to quote through their agents/partners, they have to inform to BHEL in advance, before opening date. Other wise the offer will be treated as Unsolicited Offer and same will not be opened".</p>
3	<p>BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>
4	<p>Tender shall be strictly in accordance with the tender specifications.</p>
5	<p>Supply for the entire ordered quantity shall have to be made at the ordered rate, as per tentative Delivery schedule mentioned at Cl. No. 11 of GCC.</p>
6	<p>No revision in rate shall be entertained after opening of the tenders.</p>

SL. NO.	BHEL STANDARD TERMS
7	The purchaser shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.
8	BHEL reserves the right to split the total required quantity among the bidders. Hence part quantity order shall be acceptable to bidder.
9	Rate shall be quoted in the price schedule format enclosed under Annexure-II.
10	<p>TRANSIT INSURANCE</p> <p>Transit insurance from supplier's works/godown to BHEL site stores shall be arranged by BHEL. Upon despatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier.</p>
11	<p><u>DELIVERY</u> :</p> <p>Delivery completion by March'10. The tentative monthly break-up is as per Annexure-III and for tendering purposes only. Monthly break-up may be changed by BHEL based upon site progress. Total required Quantity is 8600MT (Eight Thousand Six Hundred Metric Ton) ±30% for OPC Gr.43.</p> <p>Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.</p>
12	<p>Terms of payment :</p> <p>(A) 90% payment would be released after receipt of material at site and submission of following documents:-</p> <ol style="list-style-type: none"> a) Invoice in triplicate b) Original Excise Invoice c) Copy of Intimation to Insurance Company d) Copy of Material Despatch Clearance Certificate issued by BHEL site. e) Copy of bidder's Test result (original) for 3 days accepted by BHEL/site f) Guarantee Certificate. <p>(B) Balance 10% payment would be released on submission of following documents:-</p> <ol style="list-style-type: none"> a) Invoice in triplicate along with Delivery challan b) Copy of store receipt voucher c) Copy of bidder's test result in original for 7 & 28 days accepted by BHEL/Site. d) Paying Authority RAO, BHEL Site Office, 726 MW gas based power project of M/s ONGC-Tripura Power Company Limited (OTPC) at Pallatana, Tripura

SL. NO.	BHEL STANDARD TERMS
13	<p>EXCISE DUTY</p> <p>The 726.6 MW OTPC project at Palatana is a Mega Power Project and eligible for Deemed Export benefits. Accordingly Excise Invoices must be certified / attested by Superintendent of C.E. Dept.</p> <p>The successful bidder will be required to submit Original Excise Invoice cum Gate Pass to enable BHEL claim ED refund. The Excise Invoice should be in the name of ultimate consignee as per order.</p> <p>It will be assumed by BHEL that offer has been submitted after vendors have made themselves fully aware about the Site condition.</p> <p>Evaluation of the offers will be made without considering the quoted ED amount.</p> <p>The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of full ordered quantity.</p> <p>The rate quoted shall include all statutory duties, taxes and other charges.</p> <p>Statutory variation, if any, shall be effective within the validity of the PO.</p>
14	<p>The purchaser also reserves the right to place a repeat order for additional quantity, at the same rate.</p>
15	<p>INSPECTION TESTING AT SUPPLIERS WORKS</p> <p>BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under despatch from third party. The test results of third party test shall be final and binding on the vendor.</p> <p>BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost.</p> <p>No material shall be despatched by supplier until and unless Material Despatch Clearance Certificate (MDCC) issued by BHEL/Site.</p> <p>Each consignment will be accompanied by MDCC.</p>
16	<p>REJECTION</p> <p>In case any material is found defective or unsuitable at our works/Site after supply, the same shall be subjected to test by third party and the result of the third party test shall be acceptable and binding to the vendor. In case the test results show that the material does not conform to the standards specified, the whole lot shall be rejected, taken back by the vendor and replaced by the acceptable material at vendor's cost.</p>

SL. NO.	BHEL STANDARD TERMS
17	<p>RISK PURCHASE</p> <ul style="list-style-type: none"> i) The purchaser at his discretion may purchase or authorize the purchase elsewhere without notice to the Seller, on the account and at the risk of the Seller of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) without canceling the purchase order in respect of the installments not yet due for delivery. ii) Cancel the purchase order or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the purchase, which shall final, readily procurable) at the risk and cost of the Seller. If the seller had defaulted in the performance of the original order, the Purchaser shall have the right to ignore his tender for the risk purchase even though the lowest where action is taken under clause (i) above the Seller shall be liable, for any loss which the purchaser may incur due to supplier's failure to deliver the stores within the period fixed for such delivery. The Seller shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall be not be necessary for the purchaser to serve a notice of such purchase on the Seller. iii) Any loss suffered by us or any extra expenditure or demurrage, incurred in respect of wrong defective consignment of goods will be recovered from the consignor.
18	<p>GUARANTEE</p> <p>The material shall be guaranteed for a period of three month from the date of receipt at Site against any manufacturing defects. If any discrepancy noticed during testing, the cement will have to be replaced to Site free of cost. However, test results of third party test i.e. 3/7/28 days shall be final and binding on the vendor. Removal of defective material from our Site shall be arranged by vendor at their own cost failing which BHEL shall arrange disposal at the risk & cost of bidder and subsequent replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication.</p>
19	<p>TERMINATION OF CONTRACT</p> <p>If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 days NOTICE BY Regd. A.D. post and the tenderer shall comply with the requirement of such notice.</p>

SL. NO.	BHEL STANDARD TERMS
20	<p>FALL CLAUSE</p> <p>The Price charged for the Stores supplied under the contract supply order by the contractor/Supplier shall in no event exceed the lowest price at which the Supplier/Contractor or his agent/Principal/dealer, as the case may be, sells the stores or offer to sale stores of identical description to any persons/organisations including the purchaser or any department of the Central Govt. or any department of State Govt. or any statutory under taking of the central or State Govt. as the case may be during the currency of the contract supply order for a particular location.</p> <p>If any time, during the said period the contractor/supplier or his agent/principal dealer, as the case may be, reduce the sale price, sells or offer to sale such stores to any persons/organisations including the purchaser or any Deptt. Of Central Govt. or any Deptt. Of a State Govt. or any Statutory Undertaking of the Central or State Govt. as the case may be at a price lower than the price chargeable under the contract/supply order he shall forthwith notify such reduction or sale or offer of sale to the purchase authority who has issued this supply order and the price payable under the supply order/Contract for Stores supplied after the date coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.</p> <p>The contractor/supplier shall furnish the following certificate against this supply order/contract along with the Techno-commercial .</p> <p>"I/We certify that there has been no reduction in sale price of the stores as per description identical to the stores supplied to the BHEL under the contract/supply order herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any Deptt. of Central Govt. or any Deptt. of a State Govt. or any Statutory undertaking of the Central on State Govt. Or any Statutory Undertaking of the Central on State Govt. as the case may be, upto the date of bill/during the currency of the supply order/contract whichever is later, and price lower than the price charged to the BHEL under the contract/supply order" for the particular location.</p>
21	<p><u>PACKING:</u></p> <p>Packing shall be in non returnable 50 kg bags only.</p>

SL. NO.	<u>BHEL STANDARD TERMS</u>
22	<p><u>SALES TAX:</u> BHEL is registered in Pallatana vide Registration Numbers as under:-</p> <p>CST RC No. 16060947273 VAT RC NO. 16060947071</p> <p>Supplier has to indicate break up of Sales Tax charged (Rate and amount) on the face of the invoice.</p> <p>The 726.6 MW OTPC project at Palatana is a Mega Power Project and eligible for Deemed Export benefits. Accordingly Excise Invoices must be certified / attested by Superintendent of C.E. Dept.</p> <p>In case BHEL provides documents for concessional sales tax, the supplier has to furnish following documents to Dy. Manager/Finance (Sales Tax), ERHQ:-</p> <ol style="list-style-type: none"> 1) Sale invoice copy 2) Challan copy 3) Copy of consignment note/LR/RR etc. 4) Statement of invoices against which the supplier requires Sales Tax concessional form. <ol style="list-style-type: none"> i) Only one concessional form will be issued for total supply made during one financial year. ii) In case BHEL provides documents for Concessional Sales Tax for Interstate sale, the Material will be supplied as sale in Transit under Section 6(2) of CST Act. For which bidder would furnish E1/E2 form to BHEL against C Form issued by BHEL.
23	<p><u>LIQUIDATED DAMAGE (LD) :</u></p> <p>It is to be clearly understood among the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. If the party fails to deliver the stores or any part thereof within the period fixed for delivering the quantity of materials for which Material dispatch clearance certificate has been issued by BHEL/Site., purchase may without any prejudice to the right of the bidder, make liable to an LD of ½% (half percent) per week of the basic price of undelivered portion of the material for which Material dispatch clearance certificate has been issued by BHEL subject to a maximum of 10% (Ten percent) of basic price of the material for which Material dispatch clearance certificate has been issued by BHEL/Site.</p>
24	<p>The sealed tenders super scribing tender number and due date should be addressed to AGM / PUR, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.</p>
25	<p>The quotation should be valid at least for a period of 03 (Three) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained.</p>

SL. NO.	BHEL STANDARD TERMS
26	<p>ARBITRATION :</p> <p>In case of any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.</p> <p>If any dispute or differences of any kind whatsoever shall arise between BHEL and you, arising out of the contract for performance of work whether during progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the engineer who within a reasonable period after being requested shall give written notice of his decision to you. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by you who shall proceed with the work with all due diligence, whether he or BHEL required arbitration as hereinafter provided or not.</p> <p>If after the engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to you by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event you being dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of BHEL.</p> <p>Subject as aforesaid the provision of the Arbitration Act 1996 (India) or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. The work under this contract shall continue to be performed by you during the arbitration proceedings and no payment due or payable to you shall be withheld on account of such proceedings. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion.</p> <p>The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute as may be decided by the arbitrator.</p> <p>This contract shall be governed by the Indian Laws for the time being in force</p>
27	<p>JURISDICTION :</p> <p>All disputes or differences arising under out of or in connection with the purchase order shall be subject to the exclusive jurisdiction of court at Kolkata.</p>

SL. NO.	BHEL STANDARD TERMS
28	<p>FORCE MAJURE</p> <p>This order shall be subject to Force Majeure clause defined as under :</p> <p>The Force majeure is herein defined as any cause which is beyond the control of the tenderer which they would not have foreseen or with a reasonable amount of diligence could not have foreseen and which subsequently affect the performance of the Contract such as: SRCC, Earthquake, Flood, Acts of God, Acts of any Government, domestic or foreign including but not limited to war.</p> <p>The tenderer shall not be liable for delay in performing his obligation resulting from any force majeure clause as referred to and/or defined above. The date of completion will subject to hereinafter provided be extended by a reasonable time even though such cause may occur after tenderers' performance of his obligation has been delayed for other causes.</p>
29	<p>CORRESPONDENCE</p> <p>All correspondences should also be addressed to :- Addl General Manager (PMX) Bharat Heavy Electricals Limited DJ-9/1, Sector-II, Salt Lake City, Karunamoyee, Kolkata – 700 091</p>
30	<p>The purchase preference to Govt. undertakings shall be given as per the guide lines of Government of India.</p>
31	<p>"FOR DESTINATION at 726.6 MW gas based power project of M/s ONGC-Tripura Power Company Limited (OTPC) at Pallatana, Tripura. ON DOOR DELIVERY" means the bidder shall transport the Material and make the Material/Consignment available at BHEL siding at 726.6 MW gas based power project of M/s ONGC-Tripura Power Company Limited (OTPC) at Pallatana, Tripura.</p>
<u>LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS</u>	
(II)	<p>LD Clause : Non acceptance of LD clause will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of LD clause. Ex : If the supplier has accepted for maximum 5% LD clause, then balance 5% will be loaded.</p>
(III)	<p>For all other Terms & Conditions, if the offer is not confirming to the same, BHEL at its discretion shall load the same and the loading pattern shall be intimated to the bidders before price bid opening. However BHEL reserves the right to cancel a bid in case of non-acceptance of any terms and conditions finally arrived before price bid opening.</p>
<p>Note : The offers not complying the above Terms & Conditions will not be accepted.</p>	

Note :

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.

PART-B

SPECIAL CONDITIONS OF CONTRACT

- 1) **THE 726.6 MW OTPC PROJECT AT PALATANA IS A MEGA POWER PROJECT AND ELIGIBLE FOR DEEMED EXPORT BENEFITS. ACCORDINGLY EXCISE INVOICES MUST BE CERTIFIED / ATTESTED BY SUPERINTENDENT OF C.E. DEPT.**
- 2) DESPATCH CLEARANCE OF REQUIRED QUANTITY OF CEMENT WOULD BE GIVEN BY BHEL/**PALLATANA** SITE. COMPLETE DELIVERY OF THE MDCC QUANTITY SHOULD BE MADE AT SITE WITHIN 45 DAYS FROM DATE OF DESPATCH CLEARANCE (MDCC).
- 3) CEMENT BAG SHOULD BE MARKED AS PER IS REQUIREMENT. CEMENT IS TO BE SUPPLIED IN NON-RETURNABLE BAGS. EACH CONTAINS 50 KG OF CEMENT.
- 4) SITE TEST - SITE TEST OF CEMENT SHALL BE CONDUCTED AS PER **BHEL/customer's** FIELD QUALITY PLAN, BHEL RESERVES THE RIGHT TO CONDUCT NECESSARY TEST AT VENDOR'S WORKS IF REQUIRED.
- 5) THE REPRESENTATIVE OF THE VENDOR SHOULD BE AVAILABLE AT **PALLATANA** SITE WHENEVER REQUIRED AS PER BHEL SITE REQUIREMENT TO PROVIDE SINGLE WINDOW EXPEDITIOUS SERVICE AND QUALITY CHECKS AS PER IS.
- 6) BHEL RESERVE THE RIGHT TO CANCEL THE ORDER IN CASE OF DELAY IN DELIVERY OF CEMENT BY VENDOR AND FAILURE TO COMPLY WITH QUALITY REQUIREMENTS. BHEL ALSO RESERVES THE RIGHT TO PLACE THE ORDER ON THE OTHER BIDDER WHO HAS TAKEN PART IN THIS TENDER. SUBJECT TO HIS COMPLIANCE OF PROCEDURES OF BHEL IN TERMS OF PRICE.
- 7) THE UNLOADING OF MATERIAL WILL BE DONE IN A REASONABLE TIME AT SITE.
- 8) THE CONSIGNEE WILL BE

**HEAD-PROJECT SITE/OTPC,
ONGC-TRIPURA POWER COMPANY LTD.
A/C-BHEL
BHEL- SITE OFFICE,
726.6MW CCPP
P.O-PALLATANA, UDAIPUR, TRIPURA
STATE- TRIPURA.
PIN- 799116**
- 9) BHEL SHALL UNDERTAKE TRANSIT INSURANCE.
- 10) GUARANTEE CERTIFICATE TO BE FURNISHED.
- 11) QUALITY OF CEMENT IS ASSOCIATED WITH SHELF LIFE. SHELF LIFE OF SUPPLIED CEMENT SHOULD NOT EXCEED THE LIMIT AS PER IS-SPECIFICATION TAKING INTO CONSIDERATION THE DATE OF MANUFACTURING, TRANSIT TIME AND USE OF CEMENT AT SITE WITHIN 8 WEEKS FROM THE DATE OF RECEIPT AT SITE. BIDDER SHALL ENSURE SUPPLY OF CEMENT AT SITE ACCORDINGLY.

Ref : TENDER No. PSER:PUR:PMX:203:099

Date : 17/11/2009

PART-C

ANNEXURE-I

(Declaration to be furnished by bidder)

NO DEVIATION CERTIFICATE

We hereby confirm that all the terms & conditions of tender No. TENDER NO. **PSER:PUR:PMX:203:099** dated **17/11/2009** is acceptable to us.

Any deviation found at any time hereinafter & during execution of order shall be treated as null and void.

We do not have any objections to splitting the quantity among the different bidders by BHEL.

Price submitted shall be valid for 90 days from the date of opening of price bid and (ii) till the completion of supply of full ordered quantity.

As a confirmation of having accepted all the terms and conditions of tender no. **PSER:PUR:PMX:203:099** dated **17/11/2009** terms and conditions mentioned in the tender duly signed and sealed by us have been enclosed with this declaration.

We confirm that rates have been furnished in the price format (Annexure - II).

(Signature of Bidder with seal)

Date :

PART-D

ANNEXURE – II

PRICE SCHEDULE

SL. NO.	DESCRIPTION OF ITEM	NET PRICE PER METRIC TON	QTY	TOTAL PRICE
(1)	(2)	(3)	(4)	(5)
1	ORDINARY PORTLAND CEMENT, GR-43, AS PER IS-8112		8600 MT (METRIC TON) ±30%	

NOTE :

1. PRICE SHOULD BE QUOTED BOTH IN FIGURES AND WORDS.
2. QUOTED "NET PRICE PER METRIC TON" (COLUMN NO.3) SHALL INCLUDE ALL STATUTORY DUTIES, TAXES AND ALL OTHER CHARGES AND AS F.O.R. DESTINATION at **726.6 MW gas based power project of M/s ONGC-Tripura Power Company Limited (OTPC) at Pallatana, Tripura** ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS. BREAKUP GIVEN IN 2/2 ANNEXED. BHEL WOULD UNDERTAKE TRANSIT INSURANCE, UNLOADING OF CONSIGNMENT/MATERIAL TRANSPORTED BY THE BIDDER AND MADE AVAILABLE AT BHEL'S SIDING IN **726.6 MW gas based power project of M/s ONGC-Tripura Power Company Limited (OTPC) at Pallatana, Tripura.**
3. THE QUOTED RATE SHALL REMAIN CONSTANT.
4. WHILE QUOTING BIDDER SHALL TAKE INTO CONSIDERATION ALL OTHER TERMS AND CONDITIONS SPECIFIED IN THIS TENDER INCLUDING GENERAL TERMS & CONDITIONS (PART - A) AND SPECIAL TERMS & CONDITIONS. (PART - B)
5. **BHEL SHALL PROVIDE CONCESSIONAL SALES TAX I.E. 'C' FORM FOR INTERSTATE SALE AS APPLICABLE.**
6. BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE OR INTRASTATE SALE. WHICH IS TO BE INDICATED ON THE ENVELOPE ALSO.

SIGNATURE OF THE BIDDER
WITH SEAL & DATE

ANNEXURE - II

BREAKUP OF NET PRICE PER METRIC TON

SL. NO.	DESCRIPTION OF MATERIALS	BASIC PRICE PER MT	EXCISE DUTY PER MT	SALES TAX PER MT (____%)	FREIGHT & ANY OTHER CHARGES PER MT	TOTAL NET PRICE (F.O.R. DESTINATION) PER MT
(1)	(2)	(3)	(4)	(5)	(6)	(7)=(3)+(4)+(5)+(6)
1	ORDINARY PORTLAND CEMENT, GR-43, AS PER IS-8112					

Note : 1. Bidder should fill all the columns

2. BHEL shall provide Concessional Sales Tax 'C' form for Interstate Sale, as applicable.

3. Offers will be evaluated on item wise L1 basis.

4 . Evaluation of the offers will be made without considering the quoted ED amount.

5. BHEL reserves the right to split the order among L1 and other bidders.

Signature of the bidder with seal

Ref : TENDER No. PSER:PUR:PMX:203:099

Date : 17/11/2009

ANNEXURE-III

SL. NO.	TENTATIVE DATE OF REQUIREMENT AT SITE	QUANTITY OF CEMENT FOR OPC, GR-43 (IN MT)
1	DEC'09	1600
2	JAN'10	2000
3	FEB'10	2500
4	MARCH'10	2500
	TOTAL	8600 MT

Pre-Qualification Criteria

Technical

- 1) THE BIDDER SHOULD BE THE MANUFACTURER OF ORDINARY PORTLAND CEMENT (OPC 43) AS PER IS: 8112.
- 2) THE BIDDER SHOULD HAVE AN ANNUAL PRODUCTION CAPACITY OF 20,000 MT (MINIMUM).
- 3) THE BIDDER SHOULD HAVE PREVIOUS SUPPLY EXPERIENCE IN NORTH EASTERN STATES AND SUBMIT PURCHASE ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.

Financial

- 4) THE BIDDER SHOULD HAVE AN AVERAGE ANNUAL TURNOVER OF AT LEAST Rs.450 LACS DURING THE LAST THREE FINANCIAL YEARS ENDING 31/03/2009. VENDOR SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT FOR THE LAST THREE FINANCIAL YEARS (ENDING 31-03-2009) IN SUPPORT OF THE ABOVE REQUIREMENT.
IN CASE AUDITED BALANCE SHEET FOR 31-.3-2009 IS NOT AVAILABLE, BIDDER MAY SUBMIT AUDITED BALANCE SHEET FOR 31-.3-2008. IN SUCH CASE THE ABOVE CLAUSE MAY BE READ AS FOLLOWS:
"THE BIDDER SHOULD HAVE AN AVERAGE ANNUAL TURNOVER OF AT LEAST Rs.450 LACS DURING THE LAST THREE FINANCIAL YEARS ENDING 31/03/2008".
- 5) BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).