



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Eastern Region

Plot No. 9/1, Block-DJ, Sector-II, Salt Lake,
Kolkata – 700 091

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Tender document no: PSER:PUR:PMX:264(III):65

Date : 17/9/2015

SUB: TENDER DOCUMENT FOR SUPPLY OF ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112, TO BHEL Site OFFICE, 1X100MW NAMRUP PROJECT, (1800MT +/-30%).

SEALED OFFERS ARE INVITED FROM REPUTED & EXPERIENCED BIDDERS (MEETING PRE-QUALIFICATION CRITERIA AS MENTIONED) AT THE ABOVE ADDRESS BY THE UNDERSIGNED ON BEHALF OF BHARAT HEAVY ELECTRICALS LIMITED FOR **SUPPLY OF ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112, TO BHEL Site OFFICE, 1X100MW NAMRUP PROJECT, (1800MT +/-30%). ON 'F.O.R' SITE BASIS.**

BHEL is procuring this cement on behalf of their customer and the same shall be resold to them.

Please find enclosed tender documents as per following details:

Tender document no: **PSER:PUR:PMX:264(III):65** dated **17/9/2015** Comprising of following:

Part – A	PRE-QUALIFICATION CRITERIA
Part – B	General Conditions of contract (GCC)
Part – C	Special Conditions of Contract (SCC)
Part – D	Terms & Conditions of Reverse Auction
Part – E	No Deviation Certificate
Part – F	Price Schedule

Last date of submission of offer 8/10/2015 (15-00 Hrs).

(Techno-commercial offer shall be opened on same day at 16.30 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. 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
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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 authorized 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. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
- 4.0 **BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 60:40 basis after getting L2/L3/L4 but except H1(except in the case of two qualified bidders) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis.**
- 5.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
- 6.0 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.
- 7.0 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.
- 8.0 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.
- 9.0 **Offers satisfying the Pre-Q criteria and Techno Commercial conditions will be sent for Customer's acceptance and will be considered for further processing based on their approval.**

- 10.0 For any clarification on the tender document, you may seek the same in writing within **30/9/2015**, 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.
- 11.0 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.
- 12.0 **BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the sealed envelop price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Ass bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.**

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms and conditions of RA is attached in PART-D.

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. Engineer / PUR or AGM / IT, BHEL, Kolkata.

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

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc shall be published in this web page only. As such, all the bidders are requested to be in continuous touch with this web page.

Thanking you,

Yours faithfully,

For BHARAT HEAVY ELECTRICALS LTD

Sr. Engineer (Purchase)

Agency	Contact details	
BHEL, PSER, Kolkata	Address	DJ-9/1, Sector – II, Salt Lake, Kolkata – 700 091
	Phone no	033-2321 1496 (D)/ 1690,EPABX – 23216130, 34, 35; Extension – 3222
	FAX no	033-23211960
	E-mail	gargi@bhelpser.co.in

PART- A : PRE-QUALIFICATION CRITERIA

- 1) THE BIDDER SHOULD BE MANUFACTURER OF ORDINARY PORTLAND CEMENT (OPC GR-43 AS PER IS:8112).
- 2) THE BIDDER SHOULD HAVE INTEGRATED CEMENT PLANT IN INDIA WITH CLINKERISATION FACILITY AND HAVE AN ANNUAL CEMENT PRODUCTION CAPACITY OF 3,00,000 MT (MINIMUM)
- 3) THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF CEMENT (OPC GR-43 AS PER IS:8112) AT POWER PLANT OR ANY OTHER INFRASTRUCTURE PROJECT OR ANY OTHER INDUSTRY IN LAST THREE YEARS AS ON DATE OF SUBMISSION OF TENDER AND BIDDER SHALL HAVE TO SUBMIT PURCHASE ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.
- 4) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL TURNOVER OF 33.80 LAC DURING THE LAST 3 (THREE) YEARS, ENDING ON 31-03-2014. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS, ENDING ON 31-03-2014 IN SUPPORT OF THIS REQUIREMENT.

IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS, WILL BE AVERAGED FOR 3 (THREE) YEARS.

- 5) BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).
- 6) CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL

PART – B : GENERAL CONDITIONS OF CONTRACT (GCC)

SL. NO.	BHEL STANDARD TERMS
1	<p>Our requirement is for use at BHEL Site OFFICE, 1X100MW NAMRUP PROJECT , (1800MT +/-30%).</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>

SL. NO.	BHEL STANDARD TERMS
5	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, subject to MDCC within the tentative delivery schedule.
6	No revision in rate shall be entertained after opening of the tenders.
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 order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 60:40 basis after getting L2/L3/L4 but except H1(except in the case of two qualified bidders) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case of two qualified bidders BHEL reserves the right of splitting on around 60:40 basis.
9	Rate shall be quoted in the price schedule format enclosed under Annexure-II.
10	TRANSIT INSURANCE Transit insurance from supplier's works/godown to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier
11	<u>DELIVERY :</u> Tentative delivery completion by MARCH'16. Delivery shall be as per MDCC . Total required Quantity is 1800MT (Eighteen Thousand Metric Ton) ± 30% for ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112.
12	Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.
13	<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"> Invoice in triplicate / Original Excise Invoice (as applicable) Copy of Intimation to Insurance Company Copy of Material Dispatch Clearance Certificate issued by BHEL site. Guarantee Certificate. <p>(B) Balance 10% payment would be released on submission of following documents:-</p> <ol style="list-style-type: none"> Invoice in triplicate along with Delivery challan Copy of store receipt voucher Copy manufacturer's test result in original for 7 & 28 days accepted by BHEL/Site. Certification from Excise Authority regarding excise payment (if applicable). <p>Paying Authority RAO, BHEL Site OFFICE, 1X100MW NAMRUP PROJECT, ASSAM.</p>

SL. NO.	BHEL STANDARD TERMS
14	<p>TAXES & DUTIES : Order shall be subjected to statutory variation of taxes and duties (plus or minus) to the account of BHEL. Any imposition of new / additional Duty / Tax shall be borne by BHEL within the validity of the PO.</p> <p>a) EXCISE DUTY :</p> <p>The successful bidder will be required to submit Original Excise Invoice cum Gate Pass and Disclaimer Certificate The invoice cum excise duty gate pass should show the name of ultimate consignee in the order, if applicable.</p> <p>The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of quantity against MDCC issued with tentative delivery Schedule as mentioned This is subjected to further limit in quantity as mentioned in the Tender, +/-30%.</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>b) SALES TAX:</p> <p>BHEL is registered in NAMRUP vide Registration Numbers as under:-</p> <p>CST RC No.(Refer to SCC)</p> <p>VAT RC NO. .(Refer to SCC)</p> <p>Supplier has to indicate break up of Sales Tax charged (Rate and amount) on the face of the invoice.</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 quarter of 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.

SL. NO.	BHEL STANDARD TERMS
15	The purchaser also reserves the right to place a repeat order for additional quantity, at the same rate.
16	<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 dispatch 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 dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.</p> <p>Each consignment will be accompanied by MDCC.</p>
17	<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>
18	<p>RISK PURCHASE</p> <p>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.</p> <p>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.</p> <p>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.</p>
19	<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>

SL. NO.	BHEL STANDARD TERMS
20	<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>
21	<p><u>PACKING:</u></p> <p>The material should be delivered in original manufacturer's temper proof sealed packing.</p> <p>Packing shall be in non returnable 50 kg bags only.</p>
22	<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, purchaser may without any prejudice to the right of the bidder, make liable to an LD of ½% (half percent) per week of the total value 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 total order value.</p>
23	<p>The sealed tenders super scribing tender number and due date should be addressed to AGM / PUR,/ Sr. Engineer/ PUR, Bharat Heavy Electricals Limited, PSER, DJ-9/1, SALT LAKE. SECTOR-II, KOLKATA - 700 091, India.</p>
24	<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
25	<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>
26	<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
27	<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>
28	<p>CORRESPONDENCE</p> <p>Tender should be addressed to :-</p> <p style="padding-left: 40px;">Addl General Manager (PUR) or Dy. General Manager (PUR) Bharat Heavy Electricals Limited DJ-9/1, Sector-II, Salt Lake City, Karunamoyee, Kolkata – 700 091</p>
29	<p>"FOR DESTINATION at BHEL Site OFFICE, 1X100MW GAS BASED COMBINED CYCLE PROJECT, NAMRUP NRPP, ASSAM, ON DOOR DELIVERY" means the bidder shall transport the Material and make the Material/Consignment available at BHEL Site OFFICE, 1X100MW GAS BASED COMBINED CYCLE PROJECT, NAMRUP NRPP, ASSAM</p>
<u>LOADING FACTORS FOR DEVIATION TO BHEL STANDARD TERMS & CONDITIONS</u>	
(II)	<p><u>LD Clause</u> : 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><u>Note</u> : 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-C: SPECIAL CONDITIONS OF CONTRACT

- 1) THE MATERIAL SHOULD BE DELIVERED IN ORIGINAL MANUFACTURER'S TEMPER PROOF SEALED PACKING. CEMENT BAG SHOULD BE MARKED AS PER IS REQUIREMENT. CEMENT IS TO BE SUPPLIED IN NON-RETURNABLE BAGS. EACH CONTAINS 50 KG OF CEMENT.
- 2) DESPATCH CLEARANCE OF REQUIRED QUANTITY OF CEMENT WOULD BE GIVEN BY BHEL SITE. COMPLETE DELIVERY OF THE MDCC QUANTITY SHOULD BE MADE AT SITE WITHIN 30 DAYS FROM DATE OF DESPATCH CLEARANCE (MDCC). TIMELY DELIVERY BEING ESSENCE OF CONTRACT , VENDOR SHALL HAVE TO ENSURE THE MDCC QUANTITY TO REACH SITE **WITHIN 30 DAYS OF ISSUANCE OF THE SAME BY SITE**. BIDDERS ARE REQUESTED TO TAKE A NOTE OF THE SAME TO ENSURE TIMELY AVAILABILITY OF DESIRED BULK QUANTITY. LD SHALL BE APPLICABLE THEREAFTER I.E AFTER 30 DAYS OF MDCC.
- 3) 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.
- 4) THE REPRESENTATIVE OF THE VENDOR SHOULD BE AVAILABLE AT **NAMRUP** SITE WHENEVER REQUIRED AS PER BHEL SITE REQUIREMENT TO PROVIDE SINGLE WINDOW EXPEDITIOUS SERVICE AND QUALITY CHECKS AS PER IS.
- 5) 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.
- 6) THE UNLOADING OF MATERIAL WILL BE DONE IN A REASONABLE TIME AT SITE.
- 7) THE CONSIGNEE, CUSTOMER DETAILS SHALL BE AS FOLLOWS

DETAILS	CUSTOMER NAME [INVOICED TO]	CONSIGNEE NAME [SHIPPED TO]
Address Line 1	BHARAT HEAVY ELECTRICALS LIMITED	ASSAM POWER GENERATION CORPORATION LTD
Address Line 2	1x100 MW NAMRUP REPLACEMENT POWER PROJECT	A/C BHARAT HEAVY ELECTRICALS LIMITED
Address Line 3	P.O.NTPS	1x100 MW NAMRUP REPLACEMENT POWER PROJECT
Address Line 4	DISTT. DIBRUGARH	P.O.NTPS
Address Line 5		DISTT. DIBRUGARH
PINCODE	786622	786622
STATE	ASSAM	ASSAM
COUNTRY	INDIA	INDIA
TIN.No.	18790101415	18790109175
CST.No.	18179903204	18629918525
Entry Tax Registration No.		18158802245
ECC	AAACB4146PST005	
EXCISE REGISTRATION No.	AAACB4146PST005	
EXCISE RANGE	Range Code-3	
DIVISION	II	
COMMISSIONERATE	Kolkata	
IT PAN NO	AAACB4146P	

- 8) BHEL SHALL UNDERTAKE TRANSIT INSURANCE.
- 9) GUARANTEE CERTIFICATE TO BE FURNISHED.
- 10) 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.

PART-D
Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (**annexure IV of business rule document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule**) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (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 shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.

13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

PART-E

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:264(III):65** dated **17/9/2015** 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 (i) Order within 90 days from the date of opening of price bid and (ii) till the supply of full quantity against MDCCs issued within tentative delivery schedule as mentioned. This will be further limited to quantity as mentioned in tender +/-30%.

As a confirmation of having accepted all the terms and conditions of tender no. **PSER:PUR:PMX:264(III):65** dated **17/9/2015** 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-F

ANNEXURE – II

PRICE SCHEDULE

SL. NO.	DESCRIPTION OF ITEM	NET PRICE PER METRIC TON	QTY	TOTAL PRICE
(1)	(2)	(3)	(4)	(5)=(3)x(4)
1	ORDINARY PORTLAND CEMENT (OPC), Gr-43 as per IS 8112		1800 MT (METRIC TON) ±30%	

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 **BHEL Site OFFICE, 1X100MW GAS BASED COMBINED CYCLE PROJECT, NAMRUP NRPP, ASSAM** ON DOOR DELIVERY BASIS AS PER DEFINITION IN GENERAL TERMS & CONDITIONS.
3. BREAKUP GIVEN IN 2/2 ANNEXED.
4. BHEL WOULD UNDERTAKE TRANSIT INSURANCE, FOR MATERIAL TRANSPORTED BY THE BIDDER AND MADE AVAILABLE AT BHEL'S SIDING IN **BHEL Site OFFICE, 1X100MW GAS BASED COMBINED CYCLE PROJECT, NAMRUP NRPP, ASSAM.**
5. THE QUOTED RATE SHALL REMAIN CONSTANT.
6. 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)
7. **BHEL SHALL not PROVIDE CONCESSIONAL SALES TAX I.E. 'C' FORM FOR INTERSTATE SALE AS APPLICABLE.**
8. BIDDER SHALL CLEARLY SPECIFY THE KIND OF SALE I.E. WHETHER IT IS INTERSTATE OR INTRASTATE SALE. THIS IS TO BE INDICATED ON THE ENVELOPE ALSO.
9. **Evaluation shall be on total F.O.R. Destination price.**

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 (OPC), Gr-43 as per IS 8112					

Note : 1. Bidder should fill all the columns

2. **BHEL shall not provide Concessional Sales Tax 'C' form for Interstate Sale**, bidders to quote full rate of tax

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

4. No liability of entry tax on bidder.

5. **BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 60:40 basis after getting L2/L3/L4 but except H1(except in the case of two qualified bidders) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking.**

6. Evaluation shall be on total F.O.R. Destination price.

Signature of the bidder with seal

ANNEXURE-III

SL. NO.	DATE OF REQUIREMENT AT SITE	QUANTITY OF CEMENT FOR OPC Gr-43 as per IS 8112 (IN MT) PLUS MINUS THIRTY PERCENT
1.	OCT'15	250
2.	NOV'15	400
3.	DEC'15	300
4.	JAN'16	300
5.	FEB'16	300
6.	MARCH'16	250
	TOTAL	1800 MT
