

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
(भारत सरकार का उपक्रम)  
Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
इण्डस्ट्रियल सिस्टम्स ग्रुप  
INDUSTRIAL SYSTEMS GROUP

फोन/Phone : +91 80 2210 4071  
फैक्स/Fax : +91 80 2356 2713  
ई-मेल/E-mail : rsb@bhelisg.com  
पी.बी.नं 1249, प्रो. सी एन आर राव सर्कल  
आईआईएससी पोस्ट मल्लेश्वरम  
बैंगलुरु - 560 012  
P.B. No.1249, Prof. C N R Rao Circle  
IISc Post Malleswaram  
Bengaluru -560 012

**NOTICE INVITING TENDER**

Ref: 77/16/6089/RSB

Date: 22-06-2016

Date of Publication: 22.06.2016

Subject: Supply of PSC Cement.

Project: 1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.

Tender Enquiry Ref: 77/16/6089/RSB Dt. 22.06.2016

Please submit your lowest quotation in two parts subject to our Terms & Conditions for the tender referred above. The tender documents can be downloaded from the following websites: [www.bhelisg.com](http://www.bhelisg.com), or [www.bhel.com](http://www.bhel.com) or <http://tenders.gov.in> or CPP portal

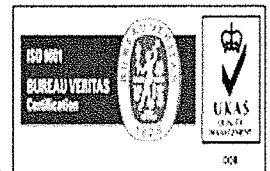
**CONTENTS**

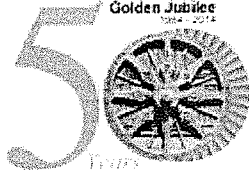
Document Sl. No.	DESCRIPTION	PAGES
1.	Notice Inviting Tender - Cover Sheet (This Sheet)	02
2.	Notice Inviting Tender (NIT) & Due Date	01
3.	Special Instructions To Bidders	02
4.	Pre-Qualification Criteria For Bidders	01
5.	Commercial Terms & Conditions (CTC )	09
6.	Special Conditions of Contract	01
7.	Technical Specification	04
8.	Price Format	01
9.	Un Price Format	01
10.	Deviation Format	01
11.	Annexure-I	01

Page 1 of 2



पंजीकृत कार्यालय 'बीएचईएल हाउस' सिरी फोर्ट, नई दिल्ली - 110 049  
वेबसाइट: [www.bhel.com](http://www.bhel.com) कॉर्पोरेट पहचान संख्या: L74899DL1964GOI004281  
Regd. Office: 'BHEL House' Siri Fort, New Delhi - 110 049  
Website: [www.bhel.com](http://www.bhel.com) Corporate Identity Number: L74899DL1964GOI004281





भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
(भारत सरकार का उपक्रम)  
Bharat Heavy Electricals Limited  
(A Government of India Undertaking)  
इण्डस्ट्रियल सिस्टम्स ग्रुप  
INDUSTRIAL SYSTEMS GROUP

फोन/Phone : +91 00 22 10 4071  
फैक्स/Fax : +91 80 2356 2713  
ई-मेल/E-mail : rsb@bhelisg.com  
पी.बी.नं. 1249, प्रो. सी. एन. आर. राव सर्कल  
आईआईएससी पोस्ट मल्लेश्वरम  
बेंगलुरु - 560 012  
P.B. No.1249, Prof. C. N. R Rao Circle  
IISc Post Malleswaram  
Bengaluru -560 012

### Name of the Persons & Contact Details

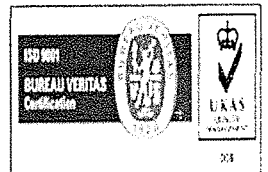
Sl. No.	Name of the Person for Technical Queries	Contact No	Mail ID
1.	Mr. Abdullah Sr. Engineer/ PE-CIVIL	080-2218-4121	abd@bhelisg.com
<b>For Commercial Queries</b>			
1.	Mr. Hemant Kumar Engineer / Purchase	080-2218-4504	hem@bhelisg.com

**Additional General Manager / Purchase**

Page 2 of 2



पंजीकृत कार्यालय 'बीएचईएल हाउस' सिरी फोर्ट, नई दिल्ली - 110 049  
वेबसाइट: www.bhel.com कॉर्पोरेट पहचान संख्या: L74899DL1964GOI004281  
Regd. Office: 'BHEL House' Siri Fort, New Delhi - 110 049  
Website: www.bhel.com Corporate Identity Number: L74899DL1964GOI004281





ISG BANGALORE

**Project: 1X250 MW DPPS, Expansion Project, DPL Durgapur,  
West Bengal.**


**Supply of  
PSC Cement**

**(2) NOTICE INVITING TENDER (NIT)**

**Enquiry No. :  
77/16/6089/RSB**

**NOTICE INVITING TENDER (NIT)**

1.	Tender Inviting Officer / Authority, Designation, Address & Contact No.	Additional General Manager / Purchase BHEL-ISG, Prof.CNR Rao Circle, IISc Post, Malleswaram, Bangalore- 560 012, Karnataka. Contact No. -080- 2218-4091, E-Mail : <a href="mailto:rsb@bhelisg.com">rsb@bhelisg.com</a>
2.	Tender Description	Supply of PSC Cement
3.	Type of Bid	Two Part Bid
4.	Tender Enquiry Reference No.	<b>77/16/6089/RSB Dt. 22/06/2016</b>
5.	Due date, Time and Place for Submission of Tender.	<b>30/06/2016</b> up to <b>02.00 PM</b> on: <a href="mailto:enquiry6089@bhelisg.com">enquiry6089@bhelisg.com</a> .
6.	Place, Date and Time of Technical Bid opening.	BHEL-ISG Office. Techno-commercial bids will be opened at 03:00 PM on due date in the presence of the bidders who choose to be present (Authorization letter is must to attend the opening). Price bids of technically & commercially accepted bidders will be opened (or through Reverse Auction) subsequently and the date for the same shall be intimated to the bidders separately.
7.	Mode of Submission of tender	<b>Through e-mail.</b>  The tender shall be submitted duly stamped & signed in two parts as separate attachment on e-mail id mentioned above. Techno-Commercial Bid and Price Bid should be submitted as separate attachments by clearly naming the attachments as Techno-Commercial Bid and Price Bid respectively.  <b>Part-1 Techno-Commercial Bid :-</b> Shall contain – (i) Accepted Technical Specifications & Scope of Work (ii) Accepted Commercial Terms & Conditions (iii) Deviation Format duly filled-in (iv) Un-priced price bid (without price) indicating “ <b>quoted</b> ” against each item (v) Documents of Pre-Qualification Criteria (vi) Other relevant tender documents duly accepted.  <b>Part - 2 Price bid :-</b> Shall contain the price bid with price.

 <b>ISG BANGALORE</b>	<b>Project: 1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.</b>	
<b>Supply of PSC Cement</b>	<b>(3) Special Instructions to Bidders</b>	<b>Enquiry No. : 77/16/6089/RSB</b>

9. The Rates quoted should be valid as per Tender Commercial Terms and Conditions.
10. Late tenders shall not be accepted.
11. Price bids of technically and commercially qualified and customer approved bidders only shall be opened (or through reverse auction) for evaluation and finalisation of tender.
12. BHEL reserves the right to reject the offer, in case the bidders past performance in any of the BHEL`s previous contracts is not found satisfactory.
13. The offers of the bidders who are in the banned list and also the offer of the bidders, who engages the services of the banned firms shall be rejected. The list of banned firms is available on BHEL web site [www.bhel.com](http://www.bhel.com)
14. Bidders who have registered under Micro, Medium and Small Enterprises (MSE`s) are required to submit the valid registration/ownership certificate to avail the benefits as per Government Notification.
15. Micro, Medium and Small Enterprises (MSE`s) owned by SC/STs are also required to submit the necessary registration details to avail the benefits.
16. BHEL reserves the right to reject wholly or partly the offers of bidders without assigning any reason.
17. All the bidders are requested to note that all the corrigenda, addenda, amendments, notice of due date extension, clarifications etc. shall be published on the web page only from where the original tender are downloaded. As such, all the bidders are requested to be in continuous touch with the web page.

<b>REV-00</b>	<b>Date: 22-June-16</b>	<b>Page 2 of 2</b>	<b>VENDORS SIGNATURE &amp; COMPANY SEAL</b>
---------------	-------------------------	--------------------	---



ISG BANGALORE

**Project: 1X250 MW DPPS, Expansion Project,  
DPL Durgapur, West Bengal.**

**Supply of  
PSC Cement**

**(3) Special Instructions to Bidders**

**Enquiry No. :  
77/16/6089/RSB**

1. Offer should confirm to our Technical Specification and Commercial Terms & Conditions (CTC) without any deviations. Offers with deviation are liable for rejection.
2. Acceptance/Remarks Column of BHEL CTC should be filled against all CTC Clauses, duly Signed, Stamped and submitted with Techno-Commercial Bid (Part-1). The filled in BHEL CTC format submitted with technical bid responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial Terms & Conditions (CTC) of bidders entered else where in their offer shall not be considered and are liable for rejection.
3. Un-priced price bid format (without price) to be filled and submitted along with Techno-Commercial bid (Part-1) indicating "Quoted" against the respective item/column duly signed and stamped. Un-Priced bid format not complied with the above shall be liable for rejection.
4. All prices should be quoted both in figures & words in the Price Format. In the event of discrepancy between the figures and words in the Price Bid, the amount entered in WORDS only would be taken into consideration for evaluation and finalization of the order.
5. The Tender shall be submitted in Two Parts as follows:

**PART-1: Techno-commercial Bid**

Technical documents, Documents of Pre-Qualification Criteria, Commercial Terms & conditions, Un-priced price bid (without price) indicating "quoted" against each item.


**PART-2: Price Bid**

This shall contain Price bid (with price) duly filled in all the columns/ items, signed and stamped.

The tender shall be submitted duly stamped & signed in two parts as separate attachment on e-mail id: [enquiry6089@bhelisg.com](mailto:enquiry6089@bhelisg.com). Techno-Commercial Bid and Price Bid should be submitted as separate attachments by clearly naming the attachments as Techno-Commercial Bid and Price Bid respectively.

6. BHEL reserves the right not to extend the due date for submission of tender against the request of bidders.
7. Offers not complied with enquiry requirement shall be liable for rejection.
8. All the pages of Tender Documents shall be duly signed, stamped and submitted along with offer as a token of Acceptance.

REV-00	Date: 22-June-16	Page 1 of 2	VENDORS SIGNATURE & COMPANY SEAL
--------	------------------	-------------	----------------------------------

 ISG BANGALORE	<b>Project: 1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.</b>	
<b>Supply of PSC Cement</b>	<b>(4) Pre Qualification Criteria (Revised)</b>	<b>Enquiry No. : 77/16/6089/RSB</b>

The bid is open for participation for those bidders who satisfy all of the following requirements (Documentary proof must be produced along with the techno-commercial offer for all criteria mentioned below):-

- 1) The Bidder should be a manufacturer of Portland slag cement(PSC as per IS:455)
- 2) The Bidder should have integrated cement plant with clinkerisation facility.
- 3) The Bidder should have previous experience of supplying of Portland slag cement(PSC as per IS:455) at power plant or industry or any other infrastructure project in last two 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) The Bidder should have an average annual turnover of at least Rs. 25.00 Lacs during the last three financial years ending 31/03/2015. Bidder should submit their audited balance sheet and profit & loss account for the last three financial years (Ending 31/03/2015) in support of the above requirement.
- 5) The names of the Bidders who stand qualified after compliance of all criteria above shall be forwarded to customer for their approval. The Bidders who are approved by customer shall be considered for further evaluation.

REV-00	Date: 22-JUNE-16	Page 1 of 1	VENDORS SIGNATURE & COMPANY SEAL
--------	------------------	-------------	----------------------------------

Enquiry No. 77/16/6089/RSB Dated: 22-06-2016		COMMERCIAL TERMS AND CONDITIONS	
Item:		Supply of PSC Cement	
Project		1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.	
Sl. No.	Clause	Commercial Terms and Conditions	Remarks
1	Price	Bidders are required to quote FIRM, ex-works price inclusive of packing & forwarding charges valid up to the contract period.  However, evaluation will be on FOR SITE basis as per the price format.	
2	Sales Tax	a) CST is Payable extra against form 'C' . E1 Form to be issued by vendor against 'C' form. Present rate of CST to be indicated. Sales Tax shall be paid at actuals against documentary evidence.  b) If transaction is within the state, VAT or Local Sales Tax shall be payable extra. Present rate of this tax to be indicated. Total value of Local Sales Tax amount for the supplies made within the state must be indicated.	
3	Excise Duty	Excise Duty is payable extra at actuals as per rates applicable at the time of despatch against original buyer's copy of EDGP/INVOICE cum EDGP. Present rate of Excise duty to be indicated. Transporter's copy of EDGP/EDGP cum INVOICE must be sent alongwith the consignment.	
4	Freight	Equipment to be despatched by road on freight prepaid and on door delivery basis. Freight charges (lumpsum) to be indicated separately in price bid only and shall be paid extra. Consignment shall be despatched by reputed transporters to ensure quick and problem free transportation. The total of all such payments towards transportation charges shall, however not exceed the total amount for such charges indicated in the Purchase Order.	
5	Insurance	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.	

Enquiry No. 77/16/6089/RSB Dated: 22-06-2016		COMMERCIAL TERMS AND CONDITIONS	
Item:		Supply of PSC Cement	
Project		1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.	
Sl. No.	Clause	Commercial Terms and Conditions	Remarks
6	Terms of Payment	<p>A. 90% payment would be released within 45 days on receipt of materials at site and submission of following documents:  (a) Invoice in triplicate /Original excise invoice (as applicable)  (b) Copy of Intimation to Insurance Company  (c) Copy of Material Dispatch Clearance Certificate issued by BHEL  (d) Guarantee Certificate  (e) Site Receipted LR</p> <p>B. Balance 10% Payment would be released within 30 days on submission of following documents:  (a) Invoice in triplicate along with Delivery challan.  (b) Copy of store receipt certificate.  (c) Copy of bidder's test result in original for 7 &amp; 28 days testing certified and accepted by BHEL/Site.</p>	
7	Delivery Schedule	<p>Within Two (02) weeks from MDCC.  Quantity may vary within +/- 30% (Plus, Minus Thirty Percent) of total requirement of 250 MT (PSC Cement). Vendor should be in close contact with BHEL Site in this regard.</p> <p>Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.</p>	
8	Packing	The material should be delivered in original manufacturer's temper proof sealed packing. Packing shall be in non returnable 50 kg bags only.	

Enquiry No. 77/16/6089/RSB Dated: 22-06-2016		COMMERCIAL TERMS AND CONDITIONS	
Item:		Supply of PSC Cement	
Project		1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.	
Sl. No.	Clause	Commercial Terms and Conditions	Remarks
9	Guarantee Period	The material shall be guaranteed for a period of three months 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.	
10	Force Majeure	<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> <p>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>	

Enquiry No. 77/16/6089/RSB Dated: 22-06-2016		COMMERCIAL TERMS AND CONDITIONS	
Item:		Supply of PSC Cement	
Project		1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.	
Sl. No.	Clause	Commercial Terms and Conditions	Remarks
11	Inspection	<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 Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.</p> <p>Each consignment will be accompanied by MDCC.</p>	
12	Arbitration	<p>All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman &amp; Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman &amp; Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.</p> <p>Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.</p> <p>It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.</p> <p>The arbitrator (s) shall complete the entire arbitration and publish an award within a</p>	

<b>Enquiry No.</b> 77/16/6089/RSB <b>Dated: 22-06-2016</b>		<b>COMMERCIAL TERMS AND CONDITIONS</b>	
<b>Item:</b>		<b>Supply of PSC Cement</b>	
<b>Project</b>		<b>1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.</b>	
<b>Sl. No.</b>	<b>Clause</b>	<b>Commercial Terms and Conditions</b>	<b>Remarks</b>
		<p>period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party.</p> <p>The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract.</p>	
13	Termination of Contract	If at any time during execution 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.	
14	Rejection	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.	
15	Validity of Offer	30 days from the date of technical bid opening. In case the revised price bids are sought due to revision in BOM/scope during technical evaluation, then the revised price bids shall also be valid for another 30 days from the revised due date. Price Variation Clause will not be entertained.	

Enquiry No. 77/16/6089/RSB Dated: 22-06-2016		COMMERCIAL TERMS AND CONDITIONS	
Item:		Supply of PSC Cement	
Project		1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.	
Si. No.	Clause	Commercial Terms and Conditions	Remarks
16	Liquidated Damage	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.	
17	Loading Factors for Deviation to BHEL Standard Terms & Conditions	a) 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. b) 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.	
18	MSME Unit	Indicate whether MSME unit or not. Bidders who have registered under MSE's are required to submit valid registration/ownership certificate to avail the benefits as per the Micro, Small and Medium Enterprises Development Act 2006 and also the Government Notification Dated 23/03/2012. MSME's owned by SC/STs are also required to submit the necessary registration details to avail the benefits.	

Enquiry No. 77/16/6089/RSB Dated: 22-06-2016		COMMERCIAL TERMS AND CONDITIONS	
Item:		Supply of PSC Cement	
Project		1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.	
Sl. No.	Clause	Commercial Terms and Conditions	Remarks
19	Other Terms	<p>A) The Price bids shall be evaluated as per the price format .BHEL reserves the right to place the order either in part or in full for the items tendered.</p> <p>B)The tender shall be submitted duly stamped &amp; signed in two parts as separate attachment on e-mail id: <a href="mailto:enquiry6089@bhelisg.com">enquiry6089@bhelisg.com</a> . Techno-Commercial Bid and Price Bid should be submitted as separate attachments by clearly naming the attachments as Techno-Commercial Bid and Price Bid respectively.</p> <p>C) Bidder to submit their quotation as per our enquiry confirming all points in this commercial terms and conditions (CTC) other wise your offer shall be liable for rejection. In case any deviations are inevitable from BHEL requirements the same has to be clearly stated in the deviation format enclosed. In case, any terms and conditions are not accepted, your offer will be likely to be rejected. Hence, confirm the terms and conditions as stipulated in the NIT/Enquiry.</p> <p>D) Please send this filled in terms and conditions format alongwith your acceptance by responding to all the clauses in this format dully signed with seal. Acceptance of CTC in any other form is not possible and such offers are liable for rejection.</p> <p>E) BHEL reserves the right to reject bidders with unsatisfactory past performance.</p> <p>F) Bidders to confirm that they will comply with all statutory requirements and no liability will be passed on to BHEL on any account.</p> <p>G) If any column or row not filled by the vendor, shall be treated as accepted / included.</p> <p>H) If any vendor sought to quote through their agents/partners, they have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened.</p> <p>I) No revision in rate shall be entertained after opening of the tenders.</p>	


Enquiry No.: 77/16/6089/RSB Dated: 22-06-2016		COMMERCIAL TERMS AND CONDITIONS	
Item:		Supply of PSC Cement	
Project		1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.	
Sl. No.	Clause	Commercial Terms and Conditions	Remarks
20	Reverse Auction	<p>BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All 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.</p> <p>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.</p> <p>In case the reverse auction could not be completed due to any reasons, BHEL reserves the right to open the sealed price bids in public and finalize the placement of order accordingly. The Reverse Auction shall be done as per BHEL rules and the bidders shall abide by the same. The Terms &amp; Conditions of Reverse Auction is enclosed as Annexure-I to this CTC.</p>	
21	Risk Purchase	In case of default/ late delivery, purchaser reserves the right to make alternate arrangement / procurement at supplier's risk and cost along with BHEL handling charges @ 15%.	
22	Dealing with Banned Suppliers	The offers of the bidders who are on the banned list and 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 website www.bhel.com.	

Enquiry No. 77/16/6089/RSB Dated: 22-06-2016		COMMERCIAL TERMS AND CONDITIONS	
Item:		Supply of PSC Cement	
Project		1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal.	
Sl. No.	Clause	Commercial Terms and Conditions	Remarks
23	Bills Submission	<p>1) All your invoices against our order are required to be sent in a sealed envelope addressed to: AGM/ Purchase, BHEL - ISG VENDOR BILLS BOX , BHEL - Industrial Systems Group , Opp.IISc, PROF. C N R RAO CIRCLE , MALLESWARAM , BANGALORE - 560 012</p> <p>The envelope shall be super-scribed with Project Name / P.O No. / W.O No., and the Bill / Invoice numbers &amp; Contact person.</p> <p>2) Bills / invoices which are brought personally by vendors to ISG are to be dropped in the "BHEL-ISG vendor bills Box" kept near Tender Box at the Reception Office.</p>	
24	ECS Payment	<p>Payment will be made by e-payment only and for which the vendors are to provide the following information along with their offers in their letter head duly signed.</p> <p>Information to be provided: BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NO., PAN NO., SERVICE TAX NO., TIN NO., E-MAIL ID.</p>	
25	Customer Approval of Vendors	<p>The names of those Bidders who stand qualified in Pre-Qualification Criteria shall be forwarded to customer for their approval. The bidders who are approved by customer shall be considered for further evaluation.</p>	
	NOTE		
	A	The offers not complying the above Terms & Conditions will not be accepted	
	B	All the columns of the above format should be filled as " Confirmed " and no column should be left blank .	
	C	Un Priced bid to be enclosed with techno-commercial bid with every column of the Price format filled as "quoted" .	
	D	In case there is no change in the technical scope and /or specifications and / or commercial terms & conditions, the bidder/s shall not be allowed to change his/their price bids.	

Signature of the Bidder with Seal & Date

## SPECIAL CONDITIONS OF CONTRACT

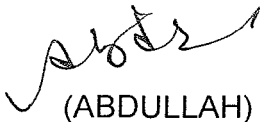
1. DESPATCH CLEARANCE OF REQUIRED QUANTITY OF CEMENT WOULD BE GIVEN BY BHEL-ISG JUST AFTER RELEASING PURCHASE ORDER. COMPLETE DELIVERY OF THE MDCC QUANTITY SHOULD BE MADE AT SITE WITHIN TWO WEEKS FROM DATE OF DESPATCH CLEARANCE (MDCC).
2. CEMENT BAG SHOULD BE MARKED AS PER IS REQUIREMENT. CEMENT IS TO BE SUPPLIED IN NON-RETURNABLE BAGS, EACH CONTAINS 50 KG OF CEMENT.
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 **1 X250 MW, FAH SYSTEM, DPPS EXPANSION PROJECT, DPL, DURGAPUR, WEST BENGAL** 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 DETAILS SHALL BE AS FOLLOWS.  
  
DGM (Stores & Purchase)  
Durgapur Projects Limited,  
Durgapur-713201  
West Bengal  
A/C-BHEL-ISG.
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.

BHEL- ISG BANGALORE  	<b>Enquiry Specification for PSC and OPC Cement– DPPS -1x250 MW DPPS Unit-8 ,DPL Durgapur</b>	Specification Number : IS-1-11-2011/ <b>PSC CEMENT LOT-2</b>  D
---	---	---

**ENQUIRY SPECIFICATION FOR PSC CEMENT OF  
DPPS -1x250 MW Thermal Power plant at Durgapur**

<u>DESCRIPTION</u>	<u>CONTENTS</u>	<u>SHEET NOS.</u>
COVER SHEET	INDEX	1 OF 4
SECTION - 1	PROJECT & SITE INFORMATION	2 OF 4
SECTION - 2	SCOPE OF SUPPLY	2 OF 4
SECTION - 3	TECHNICAL SPECIFICATION FOR PSC CEMENT	3 OF 4
SECTION - 4	INSPECTION & TESTING	4 OF 4

Prepared by

  
(ABDULLAH)

(Sr Engineer)

Checked by

  
(SANJAY C.CHINIVAR)


(Sr DGM)

Approved by

  
(SANJAY C.CHINIVAR)

(Sr DGM)

Issued by : ENGG/ CIVIL	Date :	Rev no. 00	Page 1 of 4
----------------------------	--------	------------	-------------

BHEL- ISG BANGALORE 	<b>Enquiry Specification for PSC and OPC Cement– DPPS -1x250 MW DPPS Unit-8 ,DPL Durgapur</b>	Specification Number : <b>IS-1-11-2011/ PSC CEMENT LOT-2</b>
---	---	---

## SECTION – 1

### PROJECT & SITE INFORMATION

#### 1.0 GENERAL PROJECT INFORMATION:

Durgapur Projects Limited (DPL) is setting up a coal based 1X250 MW - **Thermal Power plant at DPL,Durgapur** , Dist.Burdwan, -713201-West Bengal

The proposed extension unit will be developed in the existing DPL Thermal Power Station and will be located adjacent to existing plot in the Burdwan District of West Bengal. The capacity of the proposed thermal power project is 250MW with 1 x 250 MW configurations with sub – critical steam parameters. **BHEL is the EPC contractor for the above plant .**

#### **Plant location.**

The project site is situated at Durgapur Project Ltd, Durgapur, West Bengal and is adjacent to existing power plant unit (unit-7) of DPL. Durgapur is a city of West Bengal, located in the district of Burdwan which is about 180 km from Kolkata (along NH-2) and lies on the main railway line connecting Kolkata and New Delhi. The project site lies approximately at latitude 23°31' N and longitude 87°18'E. Average temperature during summer season is 32 °C while at the cold season is 20 °C.Average rainfall is 150 millimeters with the bulk of rainfall occurring around the July-September period.


## SECTION – 2

### SCOPE OF SUPPLY

**Portland Slag Cement:** An intimately interground mixture of Portland cement clinker and granulated slag with addition of gypsum and permitted additives or an intimate and uniform blend of Portland cement and finely ground granulated slag .

Portland slag cement shall be manufactured either by intimately intergrinding a mixture of Portland cement clinker and granulated slag with addition of gypsum , so that the resultant mixture would produce a cement capable of complying with

Issued by : ENGG/ CIVIL	Date :	Rev no. 00	Page 2 of 4
----------------------------	--------	------------	-------------

BHEL- ISG BANGALORE 	<b>Enquiry Specification for PSC and OPC          Cement–          DPPS -1x250 MW DPPS Unit-8 ,DPL Durgapur</b>	Specification Number : <b>IS-1-11-2011/          PSC CEMENT LOT-2</b>  A
---	---	---

specification. No material shall be added other than gypsum or water or both. However when gypsum is added it shall be in such amounts that the Sulphur trioxide (SO<sub>3</sub>) in the cement produced donot exceed the limits specified in 1) of chemical requirement .

As per the project requirement all major structures require design mix concrete of M-25 and M-30 with Portland slag cement . Therefore it should be delivered as per indent and delivery requirement detailed as per serial no 5 of section-3 .

### SECTION – 3

#### TECHNICAL SPECIFICATION FOR PSC CEMENT :

**1)Chemical requirement :** The Portland slag cement shall comply with the following chemical requirements when tested in accordance with the methods given in IS-4032 : 1985 :

	Perchantage ,Max
Magnesium oxide (MgO)	8.0
Sulphur trioxide(SO <sub>3</sub> )	3.0
Sulphide Sulphur(S)	1.5
Loss of ignition	5.0
Insoluble residue	4.0



2) Physical requirement of Portland slag cement should be as per clause 6.1, 6.2, of IS-455 : 1989

3) Setting time of slag cement , when tested by the Vicats apparatus method described in IS-4031( part-5) : 1988 shall be as follows :

- Initial setting time Not less than 30 minutes.
- Final setting time Not more than 600 Minutes.

4) **Compressive strength :** The Average compressive strength of at least three mortar cubes (Areas of face 50cm<sup>2</sup>) composed of one part of cement, three parts of standard sand (conforming to IS 650: 1966) by mass and ( P/4 + 3.0 )percent(of combined mass of cement plus sand) water, and prepared, stored and tested in the manner described in IS 4031 (Part 6): 1988, shall be as follows:

Issued by : ENGG/ CIVIL	Date :	Rev no. 00	Page 3 of 4
----------------------------	--------	------------	-------------

BHEL- ISG BANGALORE 	<b>Enquiry Specification for PSC and OPC          Cement–          DPPS -1x250 MW DPPS Unit-8 ,DPL Durgapur</b>	Specification Number : IS-1-11-2011/ <b>PSC CEMENT LOT-2</b> 
---	---	---

- a) 72 ±1 hour not less than 16 MPa  
 b) 168 ±2 hours not less than 22 MPa  
 c) 672 ±4 hours not less than 33 MPa

5) Delivery : The cement shall be packed in bags as detailed in 9.1 of IS –455 . The words ;Portland slag cement ' or a suitable mark to distinguish Portland slag cement from other Portland cements shall be clearly and indelibly marked on each bag. The bags shall be in good condition at the time of inspection. The average net mass of cement per bag shall be 50 Kg. Similar information shall be provided in the delivery advices accompanying the shipment of packed or bulk cement.

#### **SECTION – 4**

#### **INSPECTION & TESTING**

The samples shall be taken within three weeks of delivery and all the tests shall be taken within one week of sampling. In addition to the requirement of 10.1 , the methods and procedure of sampling shall be in accordance with IS 3535 : 1986. Temperature and consistency of cement paste to be maintained as detailed in IS-455 -1989 and IS-8112 :1989 clause 11.2 and 11.3 . The material test certificate in accordance with relevant IS codes shall be furnished by the supplier in 3 copies along with the supply of material .

Issued by : ENGG/ CIVIL	Date :	Rev no. 00	Page 4 of 4
----------------------------	--------	------------	-------------

**PRICE FORMAT**

**ITEM**

Portland Slag Cement

**ENQUIRY NO. & DATE**

77/16/6089/RSB Dated: 22-06-2016

**Rev-00**

**PROJECT**

1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal

Sl. No.	DESCRIPTION	Qty. (1)	Unit	Unit Rate (Rs) (Ex-works) (2)	Total Ex-works Price (Rs) (1X2) (A)	Freight Charges (Inclusive of service tax, if any) (Rs) (B)	Excise Duty (Rs.) (C)	CST/ VAT (Rs.) (D)	Total Price (Rs) for arriving L1 status (A+B+C+D)
1	Portland Slag Cement	250	MT						
	<b>Total</b>	<b>In Figures</b>							
		<b>In Words</b>							

**Note:**

Please indicate the percentage of taxes /duties considered.

ED.....%

CST.....%

VAT.....%

### UN-PRICE FORMAT

**ITEM**

Portland Slag Cement

**ENQUIRY NO. & DATE**

77/16/6089/RSB Dated: 22-06-2016

**PROJECT**

1X250 MW DPPS, Expansion Project, DPL Durgapur, West Bengal

Sl. No.	DESCRIPTION	Qty. (1)	Unit	Unit Rate (Rs) (Ex-works) (2)	Total Ex-works Price (Rs) (1X2) (A)	Freight Charges (Inclusive of service tax, if any) (Rs) (B)	Excise Duty (Rs.) (C)	CST/ VAT (Rs.) (D)
1	Portland Slag Cement	250	MT					
	<b>Total</b>	<b>In Figures</b>						
		<b>In Words</b>						

**Note:**

Please mention "QUOTED" against all the items.

*ED.....%*

*CST.....%*

*VAT.....%*

**DEVIATION FORMAT**

**1.1 TECHNICAL DEVIATIONS:**

Following are the deviations from enquiry specifications:

TECHNICAL SPECIFICATIONS				
SL.NO	PAGE NO.	CLAUSE NO.	CLAUSE	DEVIATION

---

We confirm that all other clauses of technical specifications are fully acceptable.

**1.2 COMMERCIAL TERMS & CONDITIONS**

Following are the deviations from enquiry terms and conditions:

COMMERCIAL TERMS AND CONDITIONS				
SL.NO	PAGE NO.	CLAUSE NO.	CLAUSE	DEVIATION

---

We confirm that all other clauses of commercial terms and conditions are fully acceptable.

SIGNATURE OF TENDERER

### Terms & Conditions of Reverse Auction (Annexure – I)

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) 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 noncompliance 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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**