



**IMPORTANT DOCUMENTS:**

1. TENDERS TO BE SUBMITTED IN TWO PARTS:

PART: I:

TECHNO-COMMERCIAL BID CONTAINING TECHNICAL DETAILS ALONG WITH COMMERCIAL OFFER AS PER PART-A, B, C, D & F (DULY FILLED, SIGNED & STAMPED).

PART: II:

PRICE BID AS PER PART 'E', DULY FILLED, SIGNED AND STAMPED.

2. BOTH PART-I & PART-II SHOULD BE INDIVIDUALLY SEALED & SUPERSCRIBED AS INDICATED ABOVE & SHALL BE ENCLOSED IN ONE MAIN ENVELOPE DULY SEALED & SUPERSCRIBED AS

ENQUIRY FOR.: SUPPLY OF ORDINARY PORTLAND CEMENT OPC GR 43 AT BAWANA SITE

**ENQUIRY NO. E-2765 DUE ON 15.02.2016**

3. Tenders must be submitted to the undersigned latest by 15.00 Hrs. on 15.02.2016. Technical bids shall be opened at 15.30 Hrs. on 15.02.2016 in our BHEL PSNR, NOIDA OFFICE.

Note: In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tender get extended to the next working day.

**The Tender Document comprise of following :**

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|--------------|---|--|
| 1- PART- "A" | : | QUALIFYING REQUIREMENTS (QR)   |
| 2- PART- "B" | : | TECHNICAL SPECIFICATION  |
| 3- PART- "C" | : | SPECIAL CONDITIONS OF CONTRACT (SCC)   |
| 4- PART- "D" | : | UNPRICE FORMAT   |
| 5- PART- "E" | : | PRICE SCHEDULE   |
| 6- PART- "F" | : | GENERAL CONDITIONS OF CONTRACT ,REV 00,DTD. 24.08.2015<br>(Page 1-31 ,Separately enclosed) |

## QUALIFYING REQUIREMENTS (QR)

- 1- A. BIDDER SHOULD BE MANUFACTURER OF ORDINARY PORTLAND CEMENT (OPC GRADE-43, AS PER IS: 8112)  
B. BIDDER TO SUBMIT PO COPIES AS MENTIONED BELOW FOR THE SUPPLY OF OPC Gr-43 CEMENT TO ANY OF THEIR CUSTOMER, IN LAST 2 YEARS, FROM THE DATE OF BID SUBMISSION.
- a). ONE SINGLE PO COPY FOR THE SUPPLY OF ATLEAST 800 MT QUANTITY  
'OR'  
b). 02 (Two) POs FOR THE SUPPLY OF ATLEAST 500 MT QUANTITY.  
'OR'  
c). 03(Three) Pos. FOR THE SUPPLY OF ATLEAST 400 MT QUANTITY.
- 2- (i) BIDDER SHOULD HAVE A MINIMUM AVERAGE ANNUAL TURNOVER DURING 45 LACS  
LAST THREE (03) FINANCIAL YEARS -i.e. Min.Rs.  
(ii) BIDDER MUST HAVE EARNED CASH PROFIT IN ANY ONE OF THE LAST (3) THREE FINANCIAL YEARS.
- 3- BIDDERS FOUND TECHNICALLY AND COMMERCIALY ACCEPTABLE ARE FINALLY SUBJECTED TO CUSTOMER (PPCL) APPROVAL.

### NOTE: 1

- 1 Bidder to submit Audited Balance Sheet and Profit and Loss Account of the Company for last (3) three Financial Years in support of Sl. No. 2 (i) and 2 (ii) as above.
- 2 Bidders who does not meet financial criterion by itself & submits his bid based on the financial strength of his ,case b1-Promoter Company or case b2-Parent/ ultimate parent/ holding company , then following documents needs to be submitted on case to case basis:
- a Audited Balance Sheet and Profit & Loss Account of the promoter/parent/ ultimate parent/ holding company for the last three (03) financial Years. (Applicable in both cases)
- b1 In case bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company)  
**Corporate guarantee on promoter company's letter head signed by an authorised official undertaking that they would financially support the newly formed company for executing the project/ job in case the same is awarded to them.**  
or
- b2 In case bidder is a subsidiary company (should be a 100% subsidiary of the parent/ultimate parent/holding company) then documents needs to be submitted:  
**Corporate guarantee on parent/ ultimate parent/ holding company's letter head signed by an authorised official undertaking that they would financially support their 100% subsidiary company for executing the project/ job in case the same is awarded to them.**

### NOTE: 2

- a In case annual accounts of last Financial Year are not audited,then bidder should submit the audited account of previous three Financial Years.
- b In case audited annual accounts have not been submitted for all three years as indicated above,then applicable audited annual accounts as submitted by the bidder against the requisite three years will be averaged for three years.

## **TECHNICAL SPECIFICATION**

- 1- ORDINARY PORTLAND CEMENT GRADE -43 ,AS PER IS 8112**
- 2- MANUFACTURER'S TEST CERTIFICATE FOR VARIOUS TESTS TO BE CONDUCTED AFTER 7 DAYS & 28 DAYS SHALL BE FURNISHED & SHOULD BE DULY SIGNED WITH A SEAL OF THE COMPANY.CEMENT SHALL ALSO BE INSPECTED ON RECEIPT FOR DAMAGE ETC. /SHORTAGE (SINCE INSURANCE IS IN THE SCOPE OF THE SUPPLIER) .**
- 3- BHEL & ITS CUSTOMER AT SITE SHALL CONDUCT BATCH WISE TESTING OF CEMENT. IN CASE OF NONCONFORMITY IN RESULTS, SUPPLIER MAY ARRANGE RETESTING AT NATIONAL TEST LAB / GOVERNMENT APPROVED TEST HOUSE BY TAKING JOINT SAMPLE FOR CONFIRMATION. CONSEQUENCES OF NONCONFORMITY IN RESULTS SHALL BE THE RESPONSIBILITY OF THE SUPPLIER.**
- 4- QUANTITY VARIATION: QUANTITY VARIATION OF  $\pm 30\%$  IS ACCEPTABLE.**
- 5- PACKING: - THE SELLER WILL BE RESPONSIBLE FOR THE STORES BEING SUFFICIENTLY OR PROPERLY PACKED SO AS TO ENSURE THEIR BEING FREE FROM ANY LOSS AND OR DAMAGE OR OR ARRIVAL AT DESTINATION. THE SELLER SHALL FURTHER ENSURE PROTECTIVE PACKING OF THE STORES SUITABLE FOR TROPICAL CONDITIONS TO AVOID LOSS DAMAGE OR ATMOSPHERE EFFECT DURING TRANSIT. THE PACKING STANDARD SHALL COMPLY WITH RELEVANT NATIONAL STANDARDS WHERE AVAILABLE,CARRIER'S CONDITIONS OF PACKING OR ESTABLISHED TRADE PRACTICE.IF ANY DAMAGE DETERIORATION OR LOSS IS SUSTAINED WHEN THE CARRIER OR UNDERWRITER ATTRIBUTED TO IMPROPER/DEFECTIVE PACKING THE SELLER SHALL BE LIABLE TO REPLACE THE STORES AT HIS COST OR REIMBURSE THE VALUE OF THE LOSS TO THE PURCHASER NOTWITHSTANDING WHETHER THE INSURANCE IS ARRANGED BY HIM OR NOT.THE PACKING MATERIALS AND CASES SHALL BE SUPPLIED FREE OF COST UNLESS OTHERWISE AGREED.**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

**IMPORTANT NOTES:**

1-  2-    3-  4-	<p><b>SCOPE OF WORK:</b> Supply of ORDINARY PORTLAND CEMENT GRADE-43, IS: 8112 to BHEL Bawana SITE on F.O.R. Destination Basis. Unloading of materials at Destination/Site shall be in the BHEL's scope.</p> <p><b>PRICE BASIS :</b> Price in INR should be quoted for F.O.R destination delivery at BHEL – Site office, PRAGATI POWER CORPORATION LTD.,PRAGATI-III, BAWANA. Quoted rates shall remain firm during the supply period except for variation in duties / taxes as mentioned at sl. no. 4 below.</p> <p>The quantities indicated are tentative and no compensation shall be admissible on change in actual requirement by BHEL.</p> <p><b>EVALUATION CRITERIA:</b> Tender will be evaluated based on TOTAL COST TO BHEL, as indicated in Price Bid(PART-"E") of Tender.</p> <p><b>TAXES AND DUTIES</b> Price quoted should be inclusive of all the applicable charges, Taxes and Duties. However rates of Excise Duty, Sales Tax &amp; other statutory levies should be indicated separately . Variation in Excise Duty, Sales Tax or any other statutory levies during contractual delivery period shall be to BHEL's account. <u>BHEL shall issue "C" form for supply of cement from outside UP.</u> BHEL shall arrange the Road permits and materials shall be consigned to ultimate customer.</p> <p>In case of supply from within UP (Local supply), Input VAT credit shall be available to BHEL against furnishing of VAT invoice by supplier. In such case, evaluation shall be done on the basis of net cost to BHEL after considering VAT Input Credit.</p>
5-	<p><b>INSPECTION &amp; TESTING :</b></p> <p>PRICE QUOTED SHOULD BE INCLUSIVE OF ALL THE APPLICABLE CHARGES, TAXES AND DUTIES. HOWEVER RATES OF EXCISE DUTY, SALE TAX &amp; OTHER STATUATORY LEVIES SHOULD BE INDICATED SEPERATELY. VARIATION IN EXCISE DUTY, SALE TAX/ VAT OR ANY OTHER STATUATORY LEVIES DURING CONTRACTUAL DELIVERY PERIOD SHALL BE TO BHEL'S ACCOUNT. "BHEL SHALL ISSUE 'C' FORM AGAINST SUBMISSION OF E1 FORMS BY SUPPLIER FOR SUPPLY OF CEMENT FROM OUTSIDE U.P.AND THE ROAD PERMITS AS MATERIAL SHALL BE CONSIGNED TO ULTIMATE CUSTOMER".</p>

6-

**DELIVERY :**

The delivery shall be

**SUPPLY TO COMMENCE FROM MARCH,16 OR WITHIN 7 DAYS FROM THE DATE OF P.O, WHICHEVER IS EARLIER AND TENTATIVE DATE OF COMPLETION OF SUPPLY IS UPTO JUNE, 16 (WITHIN 3 MONTHS FROM THE DATE OF PO).**

**HOWEVER SUPPLY SHALL BE REGULATED AS PER SITE REQUIREMENT. SUPPLY SHOULD BE @ 250 MT/ MONTH. HOWEVER CEMENT SUPPLY SHOULD BE AS PER SITE REQUIREMENT.**

**Note: LR/ GR/ RR date for indigenous supplies shall be treated as the date of dispatch for levying LD. The supplier shall transport the material on behalf of BHEL to destination site within the quoted rates.**

NOTES:

**STARTING AND STOPPING OF SUPPLIES:**

After the placement of purchase order, BHEL will inform supplier the tentative schedule of (weekly/fortnightly/monthly) requirement at site. Purchaser shall ensure to provide adequate road permits, if required for interstate dispatches and supplier to continue dispatches as per agreed schedule unless informed in writing. Whenever purchaser desires to restart supplies as per site requirement, supplier to restart supplies within 2 WEEKS of sending the information along with required documents as per required agreed schedule.

7-

**TRANSIT INSURANCE :**

In supplier's scope.

8-

**VALIDITY OF OFFER**

As per clause 7.0 of GCC-INSTRUCTIONS TO BIDDERS.

9-

**PAYMENT TERMS :**

100% PAYMENT + 100% TAXES AND DUTIES, P & F, FREIGHT & INSURANCE ON SUBMISSION OF TESTS CERTIFICATES AND RECEIPT OF MATERIAL. PAYMENT SHALL BE RELEASED AGAINST SUPPLIER'S COMPLETE INVOICE (INCLUDING ALL CERTIFICATE AND DOCUMENTS) WITHIN 30 DAYS OF RECEIPT OF INVOICES. NO ADVANCE SHALL BE PAID AGAINST THE SUPPLY OF CEMENT.

10-

**BILLING DOCUMENTS :**

As per clause 9.4.1 of GCC-GENERAL COMMERCIAL TERMS & CONDITIONS.

11-

**PERFORMANCE BANK GUARANTEE :**

NOT APPLICABLE.

12-

**PAYING AUTHORITY - CONSTRUCTION MANAGER, PRAGATI POWER CORPORATION LTD.,PRAGATI-III, BAWANA**

13-

**GUARANTEE / WARRANTEE :**

As per clause 11 of GCC-GENERAL COMMERCIAL TERMS & CONDITIONS.

14-

**DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL :**

- 1 ORIGINAL INVOICE (EXCISABLE INVOICE IF APPLICABLE)
- 2 LR/GR
- 3 ORIGINAL TEST CERTIFICATES
- 4 DISPATCH CLEARANCE GIVEN BY BHEL
- 5 ROAD PERMITS

- 15- MSE BIDDERS :** As per clause 11.0 of GCC-INSTRUCTIONS TO BIDDERS.
- 16- REVERSE AUCTION :** As per clause 10.0 of GCC-INSTRUCTIONS TO BIDDERS.
- 17- UNLOADING OF MATERIAL :** BY BHEL SITE.
- 18- ORDER OF PRECEDENCE :** In case of contradiction/conflict, the order of precedence shall be in the order as per clause 24 of GCC-GENERAL COMMERCIAL TERMS & CONDITIONS.

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