

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR**

ENQUIRY NO. 1506094

DT 13.02.2016

DUE DATE: 23.02.2016

भारत हेवी इलेक्ट्रिकल्स लिमिटेड
(सार्वजनिक क्षेत्र का उपक्रम)
Bharat Heavy Electricals Limited
(A Public Sector Undertaking)



पावर सेक्टर- पश्चिमी क्षेत्र Power Sector-Western Region
श्रीमोहिनी कॉम्प्लेक्स, 345 किंग्सवे, नागपुर Shreemohini complex, 345 Kingsway Nagpur - 440 001
फोन / Phone 0712-3048600, फैक्स FAX: 0712-3048699 www.bhelpswr.co.in

TENDER ENQUIRY

Volume – IA: Technical Bid

Dear Sir,

Sealed offers are invited by the undersigned on behalf of **BHARAT HEAVY ELECTRICALS LIMITED** for the subject job. Please find enclosed tender documents as per following details:

Tender No: **1506094** comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.0	Enquiry No.	1506094
2.0	Description	Rate Contract for Supply of Ordinary Portland Cement (OPC) Gr-43 as per IS: 8112 to 1X800 MW, WTPS, Wanakbori, Kheda District-388239, Gujarat (15,000 MT +/- 30%) through Bulkers on “F.O.R” Destination basis.
3.0	Details of Tender Document	
3.1	Volume - I A	Technical Bid – (Pre-Qualification Criteria & Technical Specification)
3.2	Volume - I B	General Conditions of the Contract
3.3	Volume – II	Price Bid
4.0	Issue of tender documents	From BHEL website (www.bhel.com) Tender documents can be downloaded from website till due/extended date of offer submission.
5.0	Tender Due Date	Last date of submission of offer is 23-02-2016 Time: 15.00 Hrs. (IST) Opening of Tender 23-02-2016 Time: 15.30 Hrs. (IST) Place: BHEL-PSWR Hqr, Shree Mohini Complex, Nagpur-01 (Maharashtra), India Notes: (1) 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 tenders get extended to the next working day.

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		(2) Bidder may depute representative to witness the opening of tender
6.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Mrs. Pravin Tripathi, IA & AS (Retd.) D-243, Anupam Gardens, Lane IB, Neb Sarai, Sainik Farms, New Delhi – 110 068 Email: pravin.tripathi@gmail.com
7.0	Tender Cost	Nil
8.0	Last date for seeking clarification	05 Days before due date of tender. Along with soft version also, addressing to undersigned & to others as per contact address given below : nktiwari@bhelpswr.co.in , sharavana@bhelpswr.co.in

The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. **Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer.** Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained.

Complete set of offer shall be sent to BHEL PSWR, Nagpur as per address given below as per following details.

I. Procedure for Submission of Tenders (Two -part Bid):

a) COVER-I (TECHNO-COMMERCIAL BID) – in sealed envelope	
1.	Offer forwarding/covering letter of the Tenderer
2.	EMD- Not Applicable
3.	Bank Guarantee- Not Applicable
4.	Duly filled-in `No deviation certificate' as per prescribed format. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.
5.	Techno-commercial offer enclosing supporting documents meeting Pre Qualifying Criteria / annexures / schedules /drawings etc. as required in line with prescribed format. It shall be specifically noted that all documents as per above shall be indexed properly.
6.	Price schedule: Un-priced but mentioning only quoted/unquoted against each item.
7.	All volumes of tender document pertinent for the subject job including NIT together with subsequent changes in the tender, correspondences etc., signed on all pages.
b) COVER-II (PRICE BID) – in sealed envelope	
c) COVER-III All two aforesaid covers in sealed condition shall be enclosed in this cover.	

All covers shall be super-scribed with

- i. Cover No.
- ii. Name of the job, tender document no. & due date of submission. **ALONG WITH NAME & COMPLETE ADDRESS (FAX NO. CONTACT NOS) OF BIDDER and should be addressed to:**

AGM / Purchase

Bharat Heavy Electricals Limited PSWR

Shree Mohini Complex, 5th Floor

345 Kingsway, Nagpur – 440001

Maharashtra

SPECIAL NOTE:

1. Bidders' offer documents shall be paginated, signed and stamped in **each page by your authorized representative**. No overwriting / correction in tender documents by bidders shall be allowed. However, if correction is unavoidable, the same may be signed by authorized signatory.
All documents / annexure 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.
Bids including all enclosures and supporting documents like catalogues, pamphlets, etc., shall be provided in ENGLISH language only.
2. No deviation with respect to tender clauses and no additional clauses/suggestions/clarification in Techno-Commercial bid/Price bid shall be considered by BHEL. Bidders are requested to comply with the same. Offers with deviations are liable for rejection. BHEL decision will be final in this regard.
3. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job. Also BHEL shall not entertain any correspondence from bidders in this matter.
4. 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.
5. Bidder should submit valid **permanent account number** (PAN).
6. Bidder is free to visit the site and study the prevailing site condition including law & order etc. before quoting.
7. For any clarification on the tender document, you may seek the same in writing from the office of the undersigned as per attached format only.

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8. The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per PQR (as applicable), Product Technical Specifications, past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
9. While BHEL reserves the right to open the price bid of the offers in camera, the date & time to open the tender 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 shall be allowed to attend.
10. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.
11. **Suspension of Business dealings:** Abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf
12. 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 --- > Tender Notification ---List of Banned Firms).
13. **BHEL Fraud Prevention Policy:** "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. **Acceptance of Bank Guarantee (BG) / Performance Bank Guarantee:** If Applicable
- Bank Guarantee issued by:
- A) Any of the BHEL consortium bank listed below:**
- State Bank of India
 - ABN Amro Bank N V
 - Bank of Baroda
 - Canara Bank
 - Citi Bank N A
 - Corporation Bank
 - Deutsche Bank
 - HDFC Bank Ltd.
 - The Hongkong and Shanghai Banking Corporation Ltd
 - ICICI Bank Ltd.
 - IDBI Ltd.
 - Punjab National Bank
 - Standard Chartered Bank

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- State Bank of Travancore
- State Bank of Hyderabad
- Syndicate Bank

B) Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra

C) Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank

Note: “Bank Guarantees issued by Co-operative Banks are not acceptable”.

15. Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid – Volume - II
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. General Conditions of Contract (GCC) —Volume-1B

It may please be noted that guidelines/rules in respect of suspension of business dealings’, ‘Vendor evaluation format’ etc. may undergo change from time to time and the latest one shall be followed.

Thanking you,

For Bharat Heavy Electricals Ltd

AGM/Purchase

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Reverse Auction Terms & Conditions

BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.

However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

1. 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).
2. 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 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.
3. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
4. 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.
5. 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.
6. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
7. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
8. 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.
9. 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.
10. Reverse auction will be conducted on scheduled date & time.
11. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
12. 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.
13. 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.
14. 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.
15. 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.
16. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
17. 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

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II. Pre-Qualification Criteria

QUALIFICATION REQUIREMENT			
S. NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Order no. & proof of completion with Page no. of supporting document.
A	Submission of Integrity Pact duly signed as per Annex-1 (Note: To be submitted by the Bidder)	APPLICABLE	As per Annex-1
B	<p>Technical: Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1, B.2 & B.3) as below:</p> <p>B.1) The Bidder should be manufacturer of Ordinary Portland Cement [OPC Gr-43 as per IS: 8112 (latest version)].</p> <p>Note: Bidder has to submit a valid BIS certificate against PQR B.1.</p> <p align="center">And</p> <p>B.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).</p> <p>Note: Bidder has to submit a valid license issued from State Pollution Control Board against PQR B.2</p> <p align="center">And</p> <p>B.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 two years as on the latest date of submission of tender and bidder shall have to submit purchase order & proof of supply of cement against same purchase order in support of the above requirement.</p>	APPLICABLE	

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C	<p><u>Financial Turnover:</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs. 185 Lakhs or more over last three Financial Years (FY) i.e. FY 2012-13, 2013-14 & 2014-15.</p>	APPLICABLE	
D	<p><u>Price Bid Opening:</u> The names of those bidders who stand qualified after compliance of criteria A and B of above shall be forwarded to customer for their approval. The Price Bids of bidders who are approved by customer shall be opened and considered for further evaluation.</p>	APPLICABLE	BY BHEL

Explanatory Notes for QR

- A. 'Supplying' in QR-A means bidder should have delivered on Ex-Works or F.O.R Destination basis.
- B. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against B above along with all annexures.
- C. In case audited financial statements have not been submitted for all the three years as indicated against B above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
- D. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
- E. Bidder shall submit above Pre-Qualification criteria format, duly filled-in, specifying respective annexure number against each criteria and furnish relevant document inclusive of Purchase order (wherein PO no., date, PO Value etc. is legible) along with proof of completion (i.e.- Completion Certificate/ Copy of Invoices of executed order/ LR Copies/ Store Receipt Vouchers/ Payment Advice etc.) etc in the respective annexures in their offer in support of PQR.

III. TECHNO-COMMERCIAL TERMS & CONDITIONS

1. Product quoted by bidder should meet technical specification mentioned.
2. No Consortium bidding is allowed for this tender.
3. Offers for part quantity shall be rejected, i.e. bidder must quote for total quantity as per Enquiry.
4. **Price Validity:** Price submitted shall be valid for (a) **3 (three)** Months from the date of opening of technical bid **and** (b) till the supply of full quantity of cement against MDCCs issued within the validity of the purchase order. Price Variation Clause (PVC) will not be entertained.
5. **Price:** Bidders should submit the prices in Indian National Rupees for per **MT** basis only.
6. **Terms of delivery:** Suppliers shall quote on F.O.R. Destination basis only. Destination is **1X800MW, WTPS, WANAKBORI TA, GALTESHWAR, DISTRICT-KHEDA-388239, GUJARAT**
7. **Opening of offers:** Tenders shall be received up to 1500 Hours on the said due date and be opened on the same day at 1530 Hours. Tenders received after 1500 Hours shall not be opened. The times indicated are Indian Standard Time (IST).
8. If a Supplier submits single –part bid containing combined bids e.g. techno-commercial bid & price bid together, the bid is liable for rejection.
9. **Quantities for Ordering:** Order (for 15,000MT +/-30%) shall be as below:
 - ❖ 15,000 MT (+/- 30%) to be supplied **through Cement Bulkers.**
10. **Evaluation criteria:**
 - 10..1 The price bids of the techno-commercially acceptable offers alone, contained in Cover II shall be opened.
 - 10..2 **Tenders** will be evaluated on the basis of delivered cost, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. CENVAT credit of Excise duty/CVD/Service Tax & VAT credit).
 - 10..3 In case of interstate supplies, the entry tax liability of BHEL, if any shall be loaded for the evaluation. Bidders have to mention it (if any), in their price bid.
 - 10..4 BHEL shall issue “**C-Form**” in case of supply of cement from outside Gujarat state. If delivery is made from within Gujarat state and supplier charges local sales tax by issuing VAT tax invoices, credit shall be given for such local tax, for the purpose of evaluation.

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10.5 **GST:** As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the bidder to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the bidder.

11. BHEL is intending to engage one/two/three agency (ies) only of ordering. BHEL shall give counter offer based on the L-1 accepted rates to remaining bidders (L-2, L-3 & L-4.....so on) in order of their price competitiveness (L-2, then L-3 & hence forth) for their acceptance for further award of order till total three agencies including L-1 agency is identified.

Modality of ordering for Rate Contract of supply of cement with one or more agencies shall be as below:

Case 1: In case none of the other bidders (L-2, L-3 & L-4.....so on) matches L-1 accepted price: 100% quantities may be ordered on L-1 bidder.

Case 2: In case one of the other bidders (L-2, L-3 & L-4.....so on) matches L-1 accepted price: Then attempt may be made to distribute the order approximately (wherever possible) in the ratio of 60:40 between L1 bidder and the other bidder.

Case 3: In case two of the other bidders (L-2, L-3 & L-4.....so on) matches L-1 accepted price: Then attempt may be made to distribute the order in the ratio of 50:30:20 in the order of their price competitiveness.

12. **Packing:** The cement should be delivered at site through **cement bulker (s)** of sufficient capacity **only** in line with MDCC (Material Dispatch Clearance Certificate) issued by BHEL 1X800 MW, Wanakbori, Gujarat Site.
13. **Weighment:** BHEL or BHEL approved third party weighment shall be final and payment will be done accordingly. Variation in weights will be governed by **IS 8112**.
14. The total contractual delivery period of **10 Days** will be reckoned from the date of issuance of MDCC, which shall be binding on the supplier. Delivery is the essence of all contracts for BHEL. Offers of bidder, whose delivery schedule is not in-line with BHEL, would not be considered further in the tender, and their Price Bid will not be considered.
15. **Material Dispatch Clearance Certificate (MDCC):**
Dispatch clearance of required quantity of cement would be given by BHEL 1X800MW, WTPS, WANAKBORI TA, GALTESHWAR, DISTRICT-KHEDA-388239, GUJARAT Site. Complete delivery of the MDCC quantity should be made at site **within 5-10** days from the date of dispatch clearance (MDCC).
16. **Validity of Rate Contract:** The validity of the purchase order will be for six months **OR** the complete delivery of cement tonnage (as mentioned in the PO) from the date of issuance of Purchase Order, **whichever is earlier**.

Entire ordered quantity shall be supplied to BHEL site at the ordered rate as mentioned in the PO. The tentative supply of cement to site may commence from **April'2016** onwards.

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17. **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.

18. **Payment Terms:**

18..1 90% payment shall be released within 30 days after receipt & acceptance of material 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 site.
- d) Copy of manufacturer's test result in original showing compressive strength of 3 and 7 days results accepted by BHEL/Site
- e) Guarantee Certificate.
- f) Weighment slip certified by BHEL/site.

18..2 Balance 10% payment shall be released within 30 days on submission of following documents:-

- a) Copy of Invoice in triplicate along with Delivery challan.
- b) Copy of Store Receipt Voucher
- c) Copy of manufacturer's test result in original showing compressive strength of 3, 7 & 28 days results accepted by BHEL/Site.

18..3 Paying Authority shall be CONSTRUCTION MANAGER, 1X800 MW, Wanakbori Site, Gujarat

18..4 **For Intrastate supplies Original VAT Invoice is to be submitted to BHEL for getting payment.**

19. For any deviation sought in Payment terms by bidder w.r.t. payment term, following loading shall be followed during evaluation of price bids:

- Base rate of State Bank of India (SBI) (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%; shall be considered for loading for the period of relaxation sought by bidders.
- ~~On account of payment through LC, if insisted by bidder, all LC related Bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC w.r.t. NIT norms, as per the prevailing bank rates.~~

20. Liquidated Damages/Penalty:

- LD shall be 0.5% per week or part thereof of the total value of undelivered portion of the material for which Material Dispatch Clearance Certificate (MDCC) has been issued by BHEL subject to a maximum of 10% of the total concerned MDCC value.
- In case bidder is not accepting the penalty clause for delayed supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder during price bid evaluation.

21. BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process

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prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

22. Inspection & Testing at Suppliers Works:

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.

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 the materials at his own cost.

No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.

23. Each consignment will be accompanied by BHEL MDCC.

24. 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.

25. **Void**

26. 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.

27. **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.

28. The representative of the vendor should be available at 1X800 MW, Wanakbori TPS, Gujarat site whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per IS codes.

29. BHEL reserve the right to cancel the Rate Contract 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.

30. **Short Closure:** BHEL may short close the rate contract at any stage without assigning any reasons.

IV. Instructions for filling the Price Bid

1. **Bidders' rate shall be exclusive of all taxes and duties.**
2. Packaging and Forwarding cost shall be included in Basic Cost.
3. Transit Insurance is in the scope of BHEL.
4. Octroi, if any shall be paid by BHEL on submission of original receipts.
5. Prices to be quoted in **INR only (Volume-II)**. Price bids shall be duly filled and signed.
6. Bidder must quote the price elements mentioned in price schedule, if any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
7. Bidder shall fill the rates only in the Price format given by BHEL in Volume - II. Other papers or documents inscribing the rates of material shall be liable for rejection.

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POWER SECTOR WESTERN REGION, NAGPUR**

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DT 13.02.2016

DUE DATE: 23.02.2016

V. Techno-Commercial Terms & Conditions check-list

S.N	DESCRIPTION OF T & C	TERMS & CONDITIONS AS QUOTED IN THIS TENDER	ACCEPTED/ NOT ACCEPTED
1.	DELIVERY TERMS	F.O.R. DESTINATION ONLY	<input type="checkbox"/> YES <input type="checkbox"/> NO
2.	PLACE OF DELIVERY	BHEL SITE OFFICE, 1X800 MW, Wanakbori TPS, Gujarat site	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.	DELIVERY PERIOD	Within 5-10 days from the date of issuance of MDCC	<input type="checkbox"/> YES <input type="checkbox"/> NO
4.	TRANSIT INSURANCE CHARGES	BY BHEL	<input type="checkbox"/> YES <input type="checkbox"/> NO
5.	PAYMENT TERMS	REF CLAUSE 18 OF TECHNO-COMMERCIAL TERMS & CONDITIONS.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6.	MODE OF DISPATCH	BY ROAD (ONLY THROUGH CEMENT BULKER)	<input type="checkbox"/> YES <input type="checkbox"/> NO
7.	GENERAL CONDITIONS OF THE CONTRACT (GCC)	Clause No. 1-33	<input type="checkbox"/> YES <input type="checkbox"/> NO

S.N	DESCRIPTION OF T & C	TERMS & CONDITIONS AS QUOTED IN THIS TENDER
8.	EXCISE DUTY/CVD (% RATE)	<input type="checkbox"/> Included @_____ % (or) <input type="checkbox"/> Extra@_____ % (or) <input type="checkbox"/> NA
9.	EXCISE / CVD INVOICES If ED/ CVD is Not Applicable, this option is not valid (Invoice should contain ECC details of supplier and buyer)	<input type="checkbox"/> SHALL BE PROVIDED <input type="checkbox"/> SHALL NOT BE PROVIDED
10.	SALES TAXES APPLICABLE (Note:- CST→ Central Sales Tax & VAT→ Value Added Tax)	<input type="checkbox"/> CST (If supply outside Gujarat) <input type="checkbox"/> VAT (If supply within Gujarat)
11.	IF VAT IS APPLICABLE, PLEASE MARK	<input type="checkbox"/> GUJARAT VAT INVOICES SHALL BE PROVIDED <input type="checkbox"/> GUJARAT VAT INOVICES SHALL NOT BE PROVIDED <input type="checkbox"/> NA
12.	CST WITH CONCESSIONAL FORMS "C" (% RATE) { "C" FORM SHALL BE ISSUED BY BHEL }	<input type="checkbox"/> Included @_____ % (or) <input type="checkbox"/> Extra@_____ % (or) <input type="checkbox"/> NA
13.	MANUFACTURING TEST CERTIFICATE (MTC)	<input type="checkbox"/> SHALL BE PROVIDED <input type="checkbox"/> SHALL NOT BE PROVIDED
14.	TYPE OF INDUSTRY	<input type="checkbox"/> MICRO <input type="checkbox"/> SMALL <input type="checkbox"/> MEDIUM <input type="checkbox"/> OTHERS
15.	Manufacturing Facility Address	

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR**

ENQUIRY NO. 1506094

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S.N	DESCRIPTION OF T & C	TERMS & CONDITIONS AS QUOTED IN THIS TENDER		
16.	Documentary proof of firm being MSE submitted	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE
17.	MSE (Owned by SC/ST)	<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> NOT APPLICABLE

SIGNATURE OF THE TENDERER

DATE

VI. CERTIFICATE OF NO DEVIATION

TENDER SPECIFICATION No: 1506094

I/WE, M/s

HEREBY CERTIFY THAT NOT WITHSTANDING ANY CONTRARY INDICATIONS / CONDITIONS ELSEWHERE IN OUR OFFER DOCUMENTS, I/WE HAVE NEITHER SET ANY TERMS AND CONDITIONS NOR THERE IS ANY DEVIATION TAKEN FROM THE CONDITIONS OF BHEL'S TENDER SPECIFICATIONS, EITHER TECHNICAL OR COMMERCIAL, AND I/WE AGREE TO ALL THE TERMS AND CONDITIONS MENTIONED IN BHEL'S TENDER SPECIFICATION WITH ASSOCIATED AMENDMENTS & CLARIFICATIONS.

I/WE ALSO HEREBY CONFIRM ANY TERMS AND CONDITIONS RECORDED/SET BY US IN ANY PART OF THE TENDER AND ITS RELATED REFERENCE ARE CONSIDERED NULL AND VOID AND WITHDRAWN BY US.

SIGNATURE OF THE TENDERER

DATE:

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR WESTERN REGION, NAGPUR**

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VII. PROFORMA FOR DEVIATION TO TENDER TERMS & CONDITIONS

a) Technical

Sl. No.	Clause	Deviation

b) Commercial

Sl. No.	Clause	Deviation

SIGNATURE OF THE TENDERER

DATE:

VIII. FORMAT FOR SEEKING CLARIFICATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Request for Clarification**

Ref: 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

Sl. No.	Reference clause of Tender document	Existing Provision	Bidder's query	BHEL Clarification

Yours faithfully,

(Signature, date & seal of Authorized Representative of the Bidder)

**BHARAT HEAVY ELECTRICALS LIMITED
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IX. CHECK LIST

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1.	Name and Address of the Tenderer		
2.	Details about type of the Firm/Company		
3.	Details of Contact person for this Tender	Name : Mr./Ms. _____ Designation: _____ Telephone No: _____ Mobile No: _____ Email Id- _____	
		Bidders' Offer Page No	Bidder Reply
4.	Whether the format for compliance with PRE QUALIFICATION REQUIREMENT is understood and filled with proper supporting documents referenced in the specified format.		YES / NO
5.	Copy of executed Purchase Orders along with Proof of Completion to satisfy PQR		YES / NO
6.	Audited Profit and Loss Account for the last three years		YES / NO
7.	Whether all pages of the Tender documents are read, understood and signed with company seal.		YES / NO
8.	No Deviation Certificate duly signed with company seal.		YES / NO
9.	Annexures duly signed with company seal.		YES / NO
10.	Techno-Commercial Terms & Conditions sheet filled & duly signed with company seal.		YES / NO
11.	Enclosed Un-priced Price bid duly signed with company seal in Cover-I as per Procedure for submission of Tenders		YES / NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE

DATE:

AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Annexure-I

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration for relation in BHEL**

Ref: 1) NIT/Tender Specification No:,

I/We hereby submit the following information pertaining to relation/relatives of Proprietor/Partner(s) /Director(s) employed in BHEL.

Tick (√) any one as applicable:

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.

2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.