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BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM, HYDERABAD – 32
(A GOVERNMENT OF INDIA UNDERTAKING)

PURCHASE DEPARTMENT (CG)

TENDER SCHEDULE

TENDER NO: **M2/13/120000016203/VKT**

DESCRIPTION: **ORDINARY PORTLAND CEMENT - 43 GRADE, CONFIRMING TO IS:8112/1989**
(Reaffirmed in 2005)

QUANTITY: **20000 Bags (Each Bag of 50 KGs)**

DELIVERY SCHEDULE FOR SUPPLY FROM THE DATE OF PURCHASE ORDER: **REFER CLAUSE NO: 03**
OF BHEL COMMERCIAL TERMS& CONDITIONS

LAST DATE FOR SALE OF DOCUMENTS : **02.12.2013**

DUE DATE: **03.12.2013**

COST OF TENDER DOCUMENTS: **Rs. 1000.00**

THIS FORMAT SHOULD BE FILLED UP BY THE VENDOR & PROPERLY SIGNED AND STAMPED		
Sl. No.	A) Instructions	Supplier's Compliance
a)	Offers are invited in two part bid for the Supply of 20000 Bags of "Ordinary Portland Cement-43 Grade as per IS 8112 : 1989 (Reaffirmed in 2005)"	
b)	Please submit your offer in Two Bid System as per enquiry. (a) Techno - Commercial bid (unpriced bid): Technical bid with commercial terms and conditions shall be furnished in a sealed cover, super scribed with "TECHNO COMMERCIAL BID" , ENQUIRY NO DATE , & DUE DATE and Tender Fee as specified in the Tender Schedule. Note: Non- Receipt of Tender fee may result in rejection of the Offer. (b) Price Bid: Price shall be furnished in a separate sealed cover, super scribed with "Price Bid", Enquiry No. date and due date. However, Un-Price bid shall be enclosed in the Techno-Commercial Bid. Both covers (Techno - commercial bid and price bid) shall be kept in a big envelop, the details like tender no. date and your address etc. shall be super scribed on the envelop. Note: BHEL is not responsible for any Postal Delays. Please submit your offer without seeking time extensions. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.	
c)	TENDER FEE..Tender Fee as specified in the tender schedule and if called for are to be deposited in the form of Cash*(as permissible under Income Tax Act)/Demand Draft/Pay Order, in favour of M/s. Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad - 502 032 for value of tender document along with a covering letter. These are to be submitted in a sealed cover. D.D. towards Tender Fee is non-refundable. DD shall be enclosed in the Techno-Commercial bid. Non-receipt of DD towards Tender Fee may leads to rejection of the Offer.	
d)	Your sealed covers superscribing Tender Enq. No. and Due Date to be addressed to DGM / Pur (Co-ordination), BHEL,RC Puram, Hyderabad- 502 032. If Bidder intends to submit the tender personally, same can be submitted to Mr. P. Surya Chandra Raju, DGM/Pur (Co-Ordination) or Mr. Vivek Goel, Officer/Pur(Co-Orindation), Vendor Complex, BHEL, R C Puram, Hyderabad - 502032. Tenders can be dropped in the tender box avaiailable at Vendor Complex, BHEL, R C Puram, Hyderabad-502032.	
e)	The Tender received after 11.00hrs on the due date will be rejected.	
f)	Bidder can also submit offer through email at his own risk. However, such email offers shall be sent only to tenderbox@bhelhyd.co.in. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent through email due to server break down / Internet failure/ tranmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned.	
g)	BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.	
h)	All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit, BHEL-Hyderabad. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award given by the Arbitrator shall be a speaking award and in English language. All questions, disputes, differences arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad Courts, Andhra Pradesh.	
i)	Bidder can also submit offer through email at his own risk. However, such email offers shall be sent only to tenderbox@bhelhyd.co.in. Supplier shall have no claim on e-mail offers sent on any other e-mail ID. BHEL is no way responsible for non receipt of offers sent thru email due to server break down / Internet failure/ tranmission error etc. In case of e-mail offers, vendor name, address including contact details shall be mentioned.	
j)	If you are not interested / not in a position to participate in the tender, Please send REGRET letter expalining the reasons for not participating, before due date addressed to Officer/Pur-CG, BHEL, Hyd. Please note that REGRET letter shall not be sent to the tenderbox & do not write tender referrence on the Cover.	
k)	Placement of order will be considered only for lowest offer (L1) on Total Cost to BHEL basis.	
	B) Specifications & Pre-Qualification Criteria:	
I)	Cement should be 43 Grade Oridnary Portland Cement confirming to IS 8112: 1989 (reaffirmed in 2005)	
II)	The packaging should be done in HDPE Bags and each bag shall weight 50 Kgs.	
III)	Supplier shall be Manufacturer of the Cement.	
IV)	Supplier should have supplied cement to Government Sector/Public Sector Undertaking/Private sector/Private Industries. Bidder shall enclose relavant Purchase Order copies in the techno-commercial bid.	

Sl. No.	C) BHEL Commercial Terms & Conditions	Offered	Remarks
1	Terms of Delivery : Material shall be supplied FOR - BHEL Stores, R C Puram, Hyderabad including un- loading. Quoted Prices shall be inclusive of Packing & Forwarding Charges and Freight & Insurance charges upto BHEL R C Puram, Hyderabad. No Deviation from this is acceptable.		
2	Terms of payment: 1)100% payment will be made on receipt and acceptance of the material on 45th day from the date of receipt of the material at BHEL Stores. 2) In no case BHEL shall accept to pay advance / liability towards interest. Offers insiting for advance payment are liable for rejection. 3) Payment will be made on Pro-Rata basis based on the submitted Invoices. 3). Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder.		
3	Delivery Schedule for total 20000 Bags:- 1. 5000 Bags: Within One Month from the date of P.O 2. 5000 Bags: Within Two Months from the date of P.O 3. 4000 Bags: Within Three Months from the date of P.O 4. 4000 Bags: Within Four Months from the date of P.O 4. 2000 Bags: Within Five Months from the date of P.O Note: Quoted Price shall be firm till the Supply is completed as per above schedule. Offers which do not comply to the above schedule and Offers with price variation clause during the Supply(after placement of P.O) due to any reason such as hike in petrol/diesel price, transport charges etc., shall be rejected.		
4	Penalty Clause: a) Penalty 1/2% per week to the extent of 10% of order value of undelivered portion is applicable for delayed deliveries. Loading Factor for non-acceptance of Penalty Clause: It will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example : If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded on supply value for evaluating lowest bidder.		
5	Offer Validity: Should be valid at least 180 days minimum from date of Techno-Commercial Bid opening. The Quoted prices shall be on firm basis & Price variation clause within this period will not be entertained.		
6	Excise duty as applicable to be indicated by the Bidder in percentage (%). Bidder shall clearly specify whether the quoted price is inclusive/ exclusive of specified Excise Duty.		
7	VAT/CST as applicable to be indicated by the Bidder in percentage (%). Bidder shall clearly specify whether the quoted price is inclusive/ exclusive of specified VAT/CST.		
8	Commercial Terms & Conditions quoted in any place other than this format, including in Vendor's General Terms & Conditions enclosed, if any, shall be summarily ignored and be <u>invalid for evaluation of Bids.</u>		
9	Risk Purchase: If the vendor fails to deliver the goods beyond penalty period specified in the Purchase Order, BHEL will be entitled to terminate the contract and to purrchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. <u>BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.</u>		
10	BHEL reserve the right to reject any offer without assigning any reason and to load/reject the offers which are deviating to BHEL specifications, Pre-Qualification Criteria and Commercial Terms & Conditions.		
11	Commercial Terms & Conditions quoted in any place other than this format, including in Vendor's General Terms & Conditions enclosed, if any, shall be summarily ignored and be <u>invalid for evaluation of Bids.</u>		
13	Reverse Auction: BHEL intends to Finalize the Tender through Reverse Auction. Please furnish the details as requested below along with the confirmation to RA. BHEL reserves the right to decide the tender through Reverse Auction (RA) route. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids.Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them.		
13.1	Name of the Representative participating in the RA:		
13.2	Address of the Company:		
13.3	Landline No.:		
13.4	Fax No.:		
13.5	Mobile No.:		
13.6	E-Mail ID:		