

Tender document no: ENQ:17:PS:0005:PUR:3

Date: 18/04/2017

	Bharat Heavy Electricals Limited (A Government of India Undertaking) Power Sector – Southern Region 690- Anna Salai, Nandanam, Chennai- 600 035 Phone: 044 24342458 / 2828 6757 / 6874 / 6875, Fax: 044 24328516 Email: sb@bhelpssr.co.in ; boopathy@bhelpssr.co.in ; selvan@bhelpssr.co.in
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SUB: Tender Document for Supply of 8500 MT of ORDINARY PORTLAND CEMENT (OPC) GR- 43 as per IS:8112, to BHEL Site OFFICE, 1 x 370 MW Combined Cycle Power Plant, KARNATAKA POWER CORPORATION Limited, YELAHANKA, BENGALURU, KARNATAKA.

Sealed Offers are Invited from Reputed & Experienced Bidders (Meeting Pre-Qualification Criteria as mentioned) through E-Procurement Portal <https://bheleps.buyjunction.in> only by the Undersigned on behalf Of Bharat Heavy Electricals Limited for Supply of 8500 MT of ORDINARY PORTLAND CEMENT (OPC) GR- 43 AS PER IS:8112, to BHEL Site OFFICE, 1 x 370 MW Combined Cycle Power Plant, KARNATAKA POWER CORPORATION Limited, YELAHANKA, BENGALURU, KARNATAKA ON 'F.O.R' Site Basis.

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

Please find enclosed tender documents as per following details:

Tender document no: ENQ:17:PS:0005:PUR:3 Dt: 18/04/2017 Comprising of following:

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

Last date of submission of offer 27/04/2017 (14.00 hrs)

(Techno-commercial offer shall be opened on 27/04/2017 (14.30 hrs)


M. SELVAN
Engineer Purchase & Stores
BHARAT HEAVY ELECTRICALS LIMITED
Power Sector - Southern Region
690, Anna Salai, Nandanam, Chennai-35

- 1.0 This is an E-tender floated online through our E-Procurement Site <https://bheleps.buyjunction.in>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bheleps.buyjunction.in>. Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described below:

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1. Scanned copy of (a).Authorization Letter and (b).Covering letter of offer (To be attached in Attachment section) 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section). 3. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section) 4. Duly filled all annexures except price & unpriced format (To be attached in Attachment section). 5. Copy of records notes of Pre Bid Conference, if applicable/ pre-bid MOM. (To be attached in Attachment section) 6. Copy of Tender change notice (TCN), if applicable (To be attached in Attachment section) 7. All supporting documents/ Annexures etc as applicable (To be attached in Attachment section). 8. No deviation certificate in bidders letterhead as per format given in Part -F (To be attached in Attachment section).
PRE-QUALIFICATION PART	9. Pre-qualifying documents with all credentials as per PART-A. (To be attached in PQ Attachment section)
UNPRICED PRICE BID	10. Price schedule –Unpriced but mentioning only quoted / unquoted against each item as per Annexure-I & II. (To be attached in Unpriced bid Attachment section)
PRICE BID	11. Duly filled in Price Schedule as per Annexure-I & II. (To be attached in price bid Attachment section) Any other document uploaded in the price bid, apart from Annexure-I & II, as per tender format, shall not be taken into cognizance for evaluation of offer.

SPECIAL NOTE:

- Offer & documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.
 - All documents / Annexures submitted with the offer shall be properly annexed and uploaded in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
- 2.0 BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.

- 3.0 BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 70:30 basis after getting L2/L3/L4 but except H1 (except in the case of two qualified bidders) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case of two qualified bidders BHEL reserves the right of splitting on around 70:30 basis.
- 4.0 You are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
- 5.0 BHEL may decide holding pre-bid conference [PBC] with bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL.
- 6.0 In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
- 7.0 In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
- 8.0 Offers satisfying the Pre-Q criteria and Techno Commercial conditions will be sent for Customer's acceptance and only such bidders approved by Customer, will be considered for further processing.
- 9.0 For any clarification on the tender document, you may seek the same in writing within 24/04/2017, from the office of the undersigned which will be clarified to all the bidders. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
- 10.0 BHEL reserves the right to open the price bid of the offers in camera.
- 11.0 BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the online / sealed price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. As 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.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).



The bidders have to necessarily submit online sealed bid less than or equal to their price bid already submitted to BHEL along with the offer. The online / sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & online / envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to online/envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

Non-submission of 'online / sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. Information and General Terms and conditions of RA is attached in PART-D.

Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know further details about the methodology, they may please contact MGR /PUR, BHEL, PSSR Chennai 35.

However, if reverse auction process is not adopted or is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the Online / sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.

Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during the processing of tender

- 12.0 The Bidder along with its associate/collaborators/sub-contractors/ subvendors/ 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.
- 13.0 The offers of the bidders who are on the banned list as 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.
- 14.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 15.0 Suspension of Business dealings: BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them as detailed in Annexure-A.
- 16.0 MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy



of a CA certificate (Format enclosed at Annexure -B where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

Any Bidder falling under MSME category, shall furnish the following details & submit documentary evidence/Govt. Certificate etc. in support of the same along with their techno commercial offer

Type under MSME	SC/ST owned	Others
Micro		
Small		
Medium		

Note: If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME category.

17.0 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:

- i) Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL.
- ii) Notice Inviting Tender (NIT) (iii) Price SCHEDULE – (Part-F)
- iv) Special Conditions of Contract (SCC) – (Part-C)
- v) General Conditions of Contract (GCC) – (Part-B)

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.



Agency	Contact Details	
BHEL, PSSR, Chennai	Address	BHEL PSSR 690- Anna Salai, Nandanam, Chennai - 600 035
	Name & Ph. no	M.SELVAN (Engineer / Purchase) 044 - 28286875 / 09600439890 SRITHARABOOPATHY (Manager/purchase) 044 - 24342458 / 28286874 /09444990613 SANDIPAN BISWAS (AGM/SCT & Purchase) 08602001217 / 044 - 28286757
	FAX no	044-24328516
	E-mail	selvan@bhelpssr.co.in boopathy@bhelpssr.co.in ; sb@bhelpssr.co.in
MJUNCTION for Training & E procurement assistance		For e-procurement assistance & training, bidders may contact M/s MJUNCTION Chennai Helpdesk phone no. 044-64624733/34/35 / Mobile : 098407 04941 Harish.Ramu@mjunction.in and +91 - 9163348286 / arijit.das@mjunction.in ; papiya.banerjee@mjunction.in or M/s MJUNCTION Kolkata- 033-66011717 Mobile: 9163348283, 84, 85, 86 and 8584008205. Bidder can also download the Tender Documents from BHEL web site http://www.bhel.com and Central Public Portal http://eprocure.gov.in MJUNCTION Kolkata helpdesk phone no. 033-66011717 , between 9:30 am till 5:30 pm. Also refer to contact nos. mentioned in their website.



PART- A : PRE-QUALIFICATION CRITERIA (PQR)

A Technical:

Bidder shall essentially meet all the Qualifying Requirements described below :

A.1). Bidder should be a manufacturer of Ordinary Portland Cement (OPC , Gr. - 43 as per IS: 8112).

And

A.2). Bidder should have experience of supplying above mentioned type of cement at any Power Plant or other infrastructure project or any other industry in last two years as on the latest date of submission of tender. To comply this qualification requirement, bidder shall have to furnish Purchase Order and atleast one number proof of supply (LR , Invoice , Way Bill etc.).of cement against the same Purchase Order.

B Financial Turnover:

Bidder should possess Permanent Account Number (PAN) and should submit (Upload) copy of the same.

C Customer Approval:

D List and Credentials of only those Technically and Financially Qualified Bidders as per A and B above shall be forwarded to BHEL's customer (KARNATA POWER CORPORATION Ltd.) for approval.

E Price Bid Opening

Price bids of those bidders who stand qualified subsequent to the compliance of PQR criteria A and B and approved by the customer , shall be opened, or RA shall be conducted amongst those customer approved bidders as the case may be.



ANNEXURE-A

1	Suspension of business dealing with Suppliers Depending upon the gravity of the omission or commission by the Supplier, the Supplier may be either put on hold for future enquiries for specific material category/ item or delisted or banned as detailed hereinafter.
2.0	Hold A Supplier may be put on hold for future enquiries for specific material category/ items/ works for a specific unit on the basis of one or more of the following reasons:
2.1	Before placement of order, Supplier does not honour his own offer or any of its conditions within the validity period.
2.2	In the last three consecutive supplies of a specific material category, average quality rating as at the end of the previous calendar month falls below 80% of the quality weightage. This is irrespective of supplies against PO(s) having single/ multiple delivery schedules.
2.3	Two consecutive delays, for reasons of delay attributed to the Supplier, in execution of the contracts where delay occurred is such that a) prescribed maximum LD time limits of the contracts is reached/ exceeded or b) delay period has equaled/ exceeded the original delivery period specified in the contracts whichever among the above is earlier.
2.4	Supplier performance rating in line with SEARP falls below 60% of the specific material category.
2.5	Supplier fails to respond against three consecutive tenders. ('Regret letter' from the Supplier is to be considered as response)
2.6	Supplier fails to settle any outstanding on account of material (including short return)/ scrap or on any other account.
2.7	Supplier works are under strike/ lockout for a period of more than six months.
3.0	De-listing A Supplier may be de-listed i.e. removed from the list of registered Suppliers of a Unit for all categories of material on the basis of one or more of the following reasons:
3.1	Supplier in any way tampers with tendering procedure affecting ordering process.
3.2	Supplier has misused BHEL documents/ drawings or has breached the confidentiality agreement with BHEL.
3.3	After placement of order, Supplier fails to execute the contract.
4.0	Banning A Supplier can be banned from doing any business with all Units of BHEL on the basis of receipt of evidence of one or more of the following reasons:
4.1	Supplier is found to be responsible for submitting fake/ false/ forged documents, certificates, or information or has resorted to unethical, illegal means in getting the contract.
4.2	In spite of warnings, the Supplier persistently violates or circumvents the provisions of labour laws/ regulations/ rules and other statutory requirements.
4.3	Supplier is found to be involved in cartel formation or in any act so as to influence the bidding process or influence the price.
4.4	The Supplier has indulged in malpractices or misconduct such as bribery, corruption and fraud, pilferage etc.
4.5	The Supplier is found guilty by any court of law for criminal activity/ offences involving moral turpitude in relation to business dealings.
4.6	The Supplier is declared bankrupt, insolvent, has wound up or been dissolved; i.e. ceases to exist for all practical purposes.
4.7	Supplier is found to have obtained any internal information/ documentation of BHEL by unauthorized means.
4.8	A decision has been taken by the administrative ministry of the Government to ban business dealings with a Supplier and such decision has been communicated to BHEL.
4.9	The foreign Principals along with the representing Agent shall be banned together if information submitted by them about their precise relationship, commission/ remuneration etc. payable/ receivable and other particulars as asked by BHEL, as per the extant guidelines regarding dealing with Agents of Foreign Suppliers is found false/ incorrect.
4.10	Supplier has substituted, damaged, failed to return, or unauthorizedly disposed off free issue materials/ tools etc. of BHEL.
5.0	Contracts already entered with a contractor before the date of issue of order of 'HOLD' or 'DE-LISTING' shall not be affected.
6.0	All existing contracts with a 'BANNED' contractor shall normally be short closed
7.0	Once the order for banning is passed, existing offers/ new offers of the Supplier shall not be entertained.
8.0	The above guidelines are not exhaustive but enunciate broad principles governing action against contractors



ANNEXURE-B

Certificate by Chartered Accountant on letter head

This is to Certify that M/S
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II) dtd:.....
Category: (Micro /Small)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for..... Micro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant



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 Proprieter/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.



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 of clause Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

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



PART – B : GENERAL CONDITIONS OF CONTRACT (GCC)

Sl.no	BHEL STANDARD TERMS
1	Our requirement is for use at BHEL Site OFFICE, 1 x 370 MW Combined Cycle Power Plant, Yelahanka, Bengaluru, Karnataka Quantity : 8,500 MT , which may vary to the extent of + or - 30% , for which your quoted rates shall remain firm. Offers are invited to submit in two-parts. The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to 14-00 Hours on the said due date. BHEL will not be responsible for any technical snag in the web due to last hour rush in uploading of offers, hence the bidders are advised to upload their offers well in advance. <u>If the vendor submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only & uploaded in the price section.</u>
2	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".
3	BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.
4	Tender shall be strictly in accordance with the tender specifications.
5	Supply for the entire ordered quantity shall have to be made at the ordered rate, as per tentative Delivery schedule mentioned at Cl. No. 11 of GCC, subject to MDCC within the tentative delivery schedule.
6	No revision in rate shall be entertained after opening of the tenders.
7	The purchaser shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.
8	BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 (except in the case of two qualified bidders) bidder. Splitting shall be on around 70:30 basis after getting L2/L3/L4 but except H1 (except in the case of two qualified bidders) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case of two qualified bidders BHEL reserves the right of splitting on around 70:30 basis.
9	Rate shall be quoted in the price schedule format enclosed under Part-F (Price Schedule)

10	TRANSIT INSURANCE Transit insurance from supplier's works/godown to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier
11	DELIVERY : Tentative delivery Schedule shall be from MAY'-2017 to OCT'-2017. Delivery shall be progressively as per MDCC provided by site on requirement basis. Total required Quantity is 8,500 MT (Eight thousand Five Hundred Tonnes) for ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112. The period mentioned is only tentative and may vary to the extent of - or + 30% on afore said quantity, for which rates shall remain unchanged.
12	Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.
13	Terms of payment : (A) 90% payment would be released after receipt of material at site and submission of following documents:- - Invoice in triplicate / Original Excise Invoice (as applicable) - Copy of Intimation to Insurance Company - Copy of Material Dispatch Clearance Certificate issued by BHEL site. - Guarantee Certificate. - Copy of manufacturer's test result in original for 7 days accepted by BHEL/Site (B) Balance 10% payment would be released on submission of following documents:- - Invoice in triplicate along with Delivery challan - Copy of store receipt voucher - Copy of manufacturer's test result in original for 7 & 28 days accepted by BHEL/Site. - Certification from Excise Authority regarding excise payment (if applicable). Paying Authority Site Finance, BHEL Site OFFICE, 1 x 370 MW Combined Cycle Power Plant, Yelahanka, Bengaluru, Karnataka .
14	TAXES & DUTIES: Order shall be subjected to statutory variation of taxes and duties (plus or minus) to the account of BHEL. Any imposition of new / additional Duty / Tax shall be borne by BHEL within the validity of the PO against Documentary evidence. a) EXCISE DUTY : Excise Duty shall be paid against Original Excise Invoice cum Gate Pass, The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of quantity against MDCC issued with tentative delivery Schedule as mentioned This is subjected to further limit in quantity as mentioned in the Tender, +/-30%. The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of full ordered quantity.

	b) SALES TAX: BHEL is registered in Karnataka for Yelahanka project, Bangalore vide Registration Numbers as under:- CST RC No.(Refer to SCC) : 29290476462 VAT RC NO. .(Refer to SCC) : 29290476462 Supplier has to indicate break up of Sales Tax charged (Rate and amount) on the face of the invoice. In case BHEL provides documents for concessional sales tax, the supplier has to furnish following documents to Site Finance, Yelahanka project 1) Sale invoice copy 2) Challan copy 3) Copy of consignment note/LR/RR etc. 4) Statement of invoices against which the supplier requires Sales Tax concessional form. Only one concessional form will be issued for total supply made during one quarter of financial year. GST - Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure, and paid against documentary evidence. Decision of BHEL in this regard shall be final and binding on the vendor.
15	In case of supplies, in the course of interstate sale, C form will be issued by BHEL and concessional tax is applied (CST). In case sales within the state of Karnataka, the bidder shall be a registered dealer under Karnataka VAT act. Every sale shall be accompanied with the tax invoice, indicating the tax claimed to enable BHEL to avail input credit under Karnataka VAT act.
16	The purchaser also reserves the right to place a repeat order for additional quantity, at the same rate on mutual consent.
17	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 at his own cost. No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site. Each consignment will be accompanied by MDCC.
18	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. Also the vendor is responsible for dismantling of the structures built by the cement which is rejected after the test results of third party.

19	RISK PURCHASE i) The purchaser at his discretion may purchase or authorize the purchase elsewhere without notice to the Seller, on the account and at the risk of the Seller of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the Purchaser, which shall be final, readily procurable) without canceling the purchase order in respect of the installments not yet due for delivery. ii) Cancel the purchase order or a portion thereof and if so desired purchase or authorize the purchase of the stores not so delivered or others of a similar description (where stores exactly complying with particulars are not in the opinion of the purchase, which shall final, readily procurable) at the risk and cost of the Seller. If the seller had defaulted in the performance of the original order, the Purchaser shall have the right to ignore his tender for the risk purchase even though the lowest where action is taken under clause (i) above the Seller shall be liable, for any loss which the purchaser may incur due to supplier's failure to deliver the stores within the period fixed for such delivery. The Seller shall not be entitled to any gain on such purchase and the manner and method of such purchase shall be in the entire discretion of the purchaser. It shall be not be necessary for the purchaser to serve a notice of such purchase on the Seller. 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.
20	GUARANTEE 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.
21	TERMINATION OF CONTRACT If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 days NOTICE BY Regd. A.D. post and the tenderer shall comply with the requirement of such notice.
22	<u>PACKING & DELIVERY:</u> • 90% to 100% material may be delivered in bulkers by the supplier itself or by authorized transporters of the supplier. • Limited to maximum 10% of the total ordered quantity material , if required, should by delivered in original manufacturer's tamper proof sealed packing by the supplier itself or by authorized transporters of the supplier. In that case , packing shall be in non-returnable 50 kg bags only. • However the percentages may vary according to the requirement at site , at the discretion of BHEL.



23	<u>LIQUIDATED DAMAGE (LD) :</u> 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.
24	The quotation should be firm at least for a period of 06 (Six) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained. The period mentioned is only tentative.

Note :

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favour of BHEL shall be adopted and the same shall be binding to the bidder.
02. Any deviation sought by the bidder should be indicated in the techno-commercial offer.



PART-C: SPECIAL CONDITIONS OF CONTRACT

- 1) 90% to 100% of the ordered quantity material shall be delivered in bulkers by the authorized transporters of the supplier. Limited to maximum 10% of the material in bags of 50kg, if required by site, should be delivered in original manufacturer's tamper proof sealed packing. Packing shall be in non-returnable 50 kg bags only. However the percentages may vary according to the requirement at site.
- 2) DESPATCH CLEARANCE OF REQUIRED QUANTITY OF CEMENT WOULD BE GIVEN BY BHEL SITE. COMPLETE DELIVERY OF THE MDCC QUANTITY SHOULD BE MADE AT SITE WITHIN 30 DAYS FROM DATE OF DESPATCH CLEARANCE (MDCC). TIMELY DELIVERY BEING ESSENCE OF CONTRACT, VENDOR SHALL HAVE TO ENSURE THE MDCC QUANTITY TO REACH SITE WITHIN 30 DAYS OF ISSUANCE OF THE SAME BY SITE. BIDDERS ARE REQUESTED TO TAKE A NOTE OF THE SAME TO ENSURE TIMELY AVAILABILITY OF DESIRED BULK QUANTITY. LD SHALL BE APPLICABLE THEREAFTER I.E AFTER 30 DAYS OF MDCC.
- 3) SITE TEST - SITE TEST OF CEMENT SHALL BE CONDUCTED AS PER BHEL/CUSTOMER'S FIELD QUALITY PLAN, BHEL RESERVES THE RIGHT TO CONDUCT NECESSARY TEST AT VENDOR'S WORKS IF REQUIRED FOR CONFIRMATION OF QUALITY OF CEMENT.
- 4) THE REPRESENTATIVE OF THE VENDOR SHOULD BE AVAILABLE AT BANGALORE 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 BY BHEL IN A REASONABLE TIME AT SITE.



7) THE CONSIGNEE, CUSTOMER DETAILS SHALL BE AS FOLLOWS

DETAILS	CUSTOMER NAME [INVOICED TO]	CONSIGNEE NAME [SHIPPED TO]
Address Line 1	BHARAT HEAVY ELECTRICALS LIMITED	KARNATAKA POWER CORPORATION LIMITED
Address Line 2	1 x 370 MW Combined Cycle Power Plant	A/C BHARAT HEAVY ELECTRICALS LIMITED
Address Line 3	Yelahanka,	
Address Line 4	Bengaluru	
Address Line 5		
PINCODE		
STATE	Karnataka	
COUNTRY	INDIA	
TIN.No.	29290476462	
CST.No.		
Entry Tax Registration No.		
ECC		
EXCISE REGISTRATION No.		
EXCISE RANGE		
DIVISION		
COMMISSIONERATE		
IT PAN NO	AAACB4146P	

- 8) BHEL SHALL UNDERTAKE TRANSIT INSURANCE.
- 9) GUARANTEE CERTIFICATE TO BE FURNISHED.
- 10) QUALITY OF CEMENT IS ASSOCIATED WITH SHELF LIFE. SHELF LIFE OF SUPPLIED CEMENT SHOULD NOT EXCEED THE LIMIT AS PER IS-SPECIFICATION TAKING INTO CONSIDERATION THE DATE OF MANUFACTURING, TRANSIT TIME AND USE OF CEMENT AT SITE WITHIN 8 WEEKS FROM THE DATE OF RECEIPT AT SITE. BIDDER SHALL ENSURE SUPPLY OF CEMENT AT SITE ACCORDINGLY.



PART-D Terms & Conditions of Reverse Auction

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

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit 'online sealed bid' in the Reverse Auction. Non-submission of 'online sealed bid' by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV of business rule document of Reverse Auction – shall be shared to bidders along with intimation of RA schedule) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.



ANNEXURE-III

MONTHWISE REQUIREMENT PROJECTION

SL. NO.	MONTH	QUANTITY OF CEMENT FOR OPC Gr-43 as per IS 8112 (IN MT) PLUS MINUS THIRTY PERCENT
1.	MAY'17	1000
2.	JUNE'17	2000
3.	JULY'17	2000
4.	AUGUST'17	2000
5.	SEPT'17	1000
6.	OCT'17	500
	TOTAL	8500 MT

NOTE : THE REQUIREMENT IS ONLY INDICATIVE AND MAY VARY AS PER ACTUAL DEMAND



PART-E

ANNEXURE-I

(Declaration to be furnished by bidder)

NO DEVIATION CERTIFICATE

We hereby confirm that all the terms & conditions of tender No. TENDER NO.: ENQ:
Dated is acceptable to us.

Any deviation found at any time hereinafter & during execution of order shall be treated as null and void.

We do not have any objections to splitting the quantity among the different bidders by BHEL.

Price submitted shall be valid for (i) Order within 90 days from the date of opening of price bid and (ii) till the supply of full quantity against MDCCs issued within tentative delivery schedule as mentioned. This will be further limited to quantity as mentioned in tender +/-30%.

As a confirmation of having accepted all the terms and conditions of tender no. ENQ :, dated terms and conditions mentioned in the tender duly signed and sealed by us have been enclosed with this declaration.

We confirm that rates have been furnished in the price format (Annexure - II).

(Signature of Bidder with seal)

Date :



PART-F - UNPRICED RATE SCHEDULE

ANNEXURE - I

SL. NO.	DESCRIPTION OF MATERIALS	BASIC PRICE PER MT	EXCISE DUTY PER MT (in %)	EXCISE DUTY PER MT (AMOUNT)	CST PER MT (in %)	CST PER MT (AMOUNT)	VAT PER MT (in %)	VAT PER MT (AMOUNT)	FREIGHT & ANY OTHER CHARGES PER MT	TOTAL NET PRICE (F.O.R. DESTINATION) PER MT	TOTAL NET OF CENVAT PRICE PER MT
1	2	3	4	5	6	7	8	9	10	(11)=(3)+(5)+(9)+(10) or (11)=(3)+(5)+(7)+(10)	(12)=(11) - (9)
1	ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:8112										

NOTE:

1. Note :

- Bidders to include packing & forwarding charges if any, in Basic Price Per MT
- Bidder should fill all the columns except auto filled Col(12).
- BHEL shall provide Concessional Sales Tax 'C' form for Interstate Sale, as applicable.
- Evaluation shall be on F.O.R Destination basis on COL (12) above.
- Way Bill shall be arranged by BHEL
- No liability of Entry tax on bidder
- BHEL reserves the right to split the order between L1 and other qualified bidders excluding the H1 bidder (except in the case of two qualified bidders). Splitting shall be on around 70:30 basis after getting L2/L3/L4.... bidders but except H1 bidder (except in the case of two qualified bidders) on acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case of two qualified bidders BHEL reserves the right of splitting on around 70:30 basis