

Special Terms & conditions for Enquiry No. E3133043, due on 22-01-2024.

Please refer Annexure-BP200102A: General Terms and Conditions of enquiry. Please read Annexure-BP200102A thoroughly, if any deviations, please mention clearly in your quotation otherwise it shall be taken that all terms and conditions are accepted by you.

BHEL Bhopal is looking for suppliers capable of supplying **Portland Pozzolana cement** conforming to IS1489:1991 Re-affirmed 2005 part-1, packed in non-returnable bags of 50 kg, as per enclosed enquiry **E3133043**. The items to be supplied should confirm the following requirements:-

- 1) **Please quote your best rate through your DSC (Digital Signature Certificate) in our E-Tender system through <https://eprocurebhel.co.in/nicgep/app> on or before enquiry due date. **Paper bid will not acceptable.****
- 2) **Reverse Auction:-**
BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 3) **Technical Specification:** Vender to be confirm technical specification **Annexure-T1: Specification for Portland Pozzolana Cement (PPC)**. Specification and other Annexures are attached as separate PDF file (refer attachment), please read and submit all required documents.

Pre-Qualification Criteria: Suppliers to submit all documents required as per **Annexure-T2: 'Bidder's Pre-Qualification Criteria'** along with technical bid.

4) **Payment term:-**

Full payment will be made within 90 days after receipt and acceptance of material in BHEL. For MSE suppliers (Only manufacturer of quoted products), payment can be released within 45 days after receipt and acceptance of material in BHEL. If vendors are offering payment term other than above their offer will be loaded suitably to evaluate the offers at PAR. (Kindly refer Cl. 16 of Enquiry Gen Terms and Conditions BP200102A)

Note:-

- (i) MSE / MED suppliers can avail the intended benefit only if they are manufacturer for enquired items and submit valid Udyog Aadhaar Memorandum along with the offer (traders and agents cannot avail the benefits of MSE)
- (ii) Advance payment is not acceptable in any circumstances. Also, Overdue interest (ODI) is not acceptable to BHEL.
- (iii) payment will be process only after reflection of the invoice in GSTR 2A/2B

5) **Terms of Delivery:-**

Terms of delivery strictly should be **F.O.R. Destination** on Door delivery basis at CRX, BHEL Bhopal. The same is mentioned in Part – A (Techno-commercial bid) of your offer otherwise it shall be taken F.O.R. destination.

6) **Delivery Period:-** We shall require the material as per delivery mentioned in enquiry and as following-

Total requirement- 600 MT (Item#01- 300 MT for TCL + Item#02- 300 MT for FCX)

Lot number↓	Delivery schedule↓	Item-01 for TCL department	Item-02 For FCX department
1 st lot	within one month of PO date	100 MT	100 MT
2 nd lot	within two month of PO date	75 MT	75 MT
3 rd lot	within three month of PO date	75 MT	75 MT
4 th lot	within four month of PO date	50 MT	50 MT

Note:- BHEL reserves the rights to reject the offer of suppliers who does not accept the required delivery period.

7) HSN Code & GST:-

Kindly mention the HSN code of each item in your offer & the percentage (%) of GST applicable in your offer. CGST+SGST / IGST / UGST or any other charges as applicable must be clearly mentioned in your quotation otherwise it shall be taken as not applicable to supplier.

8) Availing Input Tax Credit (ITC) by BHEL:- Payment will be processed only after reflection of the invoice in **GSTR 2A/2B**.

Note: ITC is not applicable for item-1

9) Validity of offer:-

Offer validity of 90 days from the date of opening of technical bid is required and must be clearly mentioned in your quotation. If not mentioned, it will be considered as 90 days from the date of tender opening.

10) Levy of Penalty for delayed performance / Liquidated Damages / Penalty Clause:-

- I. For any late delivery beyond the scheduled delivery date as per PO, penalty @ ½ % per week & maximum up to 10% will be imposed on the balance/ delayed order value of the material.
- II. Any loading on LD clause will be to the extent not agreed by the bidder (at offered value).

11) Test Certificate (TC) & Material Safety Data Sheet:-

Supplier to furnish Quality certificate/Test Certificate (TC) at the time of each supply for quality clearance. In case non-receipt of TC with any supply, the supply is liable for rejection. Hence, any deviation for TC requirement be given in your quotation otherwise it is presumed that TC will be furnished with the supply as required.

12) Inspection:- Final inspection will be carried out at BHEL, Bhopal.

13) Transit Insurance:-

Transit insurance should be borne by supplier for delivery up to BHEL, Bhopal stores.

14) Un-registered suppliers of BHEL, Bhopal :-

Suppliers who are not yet registered with BHEL, Bhopal must submit following documents for one time code along with Part – A (Techno-commercial bid) of your offer:-

- I. Copy of PAN no.
- II. Copy GSTIN registration certificate.
- III. Copy of UDYAM certificate, if applicable

RTGS/EFT details as per BHEL format must be submitted immediately after placement of order who have yet not submitted to BHEL, Bhopal. Format of RTSG / EFT detail can be obtained from us or downloaded from link <https://www.bhelbpl.co.in/mm/EFTFormat.pdf>

15) All the above points must be explicitly confirmed in the “Part-1” of offer. If any point not confirm in “Part-1” of your offer, it shall be taken that it is acceptable to you. In case of non-acceptance above points / fail to submit sample / documents as per our tender / specification requirement, your offer may be rejected.

16) BHEL Bhopal reserves the right for rejecting any / all of the offers without assigning any reason, whatsoever.

17) Applicability of Conflict of Interest clause:-

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder, found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a. They have controlling partner (s) in common; or
 - b. They receive or have received any direct or indirect subsidy/ financial stake from any of them; or
 - c. They have the same legal representative/agent for purposes of this bid; or
 - d. They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or
 - e. Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; or
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- f. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
 2. Indian/foreign agent on behalf of only one principal; or
- g. A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or
- h. In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "
- 18) "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 <https://bpl.bhel.com/scholarship/fraud.pdf> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."
- 19) For this procurement, Public procurement (Preference to make in India), Order 2017 Dtd: 15.06.2017, 28.05.2018 and 04.06.2020 and subsequent orders issued by respective nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any nodal ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable. Revised Order (English) dated 29-05-2019 (Can be loaded from link - <https://dipp.gov.in/public-procurements>).

Suppliers seeking clarification may communicate the undersigned through email as given below.

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