



## **Bharat Heavy Electricals Limited**

(A Government of India Undertaking)

### **Power Sector – Southern Region**

Tek Tower, No 11, Rajiv Gandhi IT expressway, Okkiyam

Thoraipakam, Chennai - 97

Fax: Email: narayanan@bhel.in; sprabhu@bhel.in; hena@bhel.in;

Tender document no: ENQ 20 PS 0005 PUR 21

Date: 04/11/2020

SUB: Tender Document for **Supply of 16,300 MT of ORDINARY PORTLAND CEMENT (OPC) GR- 43 (to be Supplied in BULKERS) as per IS:269:2015 and 20,000 MT of ORDINARY PORTLAND CEMENT (OPC) GR- 43 (to be Supplied in BULKERS) as per IS:269:2015** , to BHEL Site OFFICE, 5X800MW YADADRI THERMAL POWER STATION, VEERLAPALEM VILLAGE, DAMARCHERLA MANDAL, NALGONDA TELANGANA .

On line Offers are Invited from Reputed & Experienced Bidders (Meeting Pre-Qualification Criteria as mentioned) through E-Procurement only by the Undersigned on behalf Of Bharat Heavy Electricals Limited for

- 1) Supply of 16,300 MT of ORDINARY PORTLAND CEMENT (OPC) GR- 43 (to be Supplied in BULKERS) as per IS:269:2015 and
- 2) 20,000 MT of ORDINARY PORTLAND CEMENT (OPC) GR- 53 (to be Supplied in BULKERS) as per IS:269:2015,

to BHEL Site OFFICE, 5X800MW YADADRI THERMAL POWER STATION, VEERLAPALEM VILLAGE, DAMARCHERLA MANDAL, NALGONDA TELANGANA **on 'F.O.R' Site Basis.**

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

Material required as per following:

| Sl | Material                 | Cement Grade       | Qty       | Required for the works of     | Delivery against MDCC completion by |
|----|--------------------------|--------------------|-----------|-------------------------------|-------------------------------------|
| 1. | Ordinary Portland Cement | Gr 43<br>( IS 269) | 16,300 MT | Chimney Shell– 3 nos          | Aug- 2021                           |
| 2. | Ordinary Portland Cement | Gr 53<br>( IS 269) | 20,000 MT | NDCT (other than shell works) | April - 2021                        |

Material shall be delivered with 30 days from the date of receipt of MDCC issued by the site (refer SCC in NIT). Total required Quantity is as per NIT. The period mentioned is only tentative. Quantity may vary to the extent of + 30% on aforesaid quantity, for which rates shall remain unchanged.

**Price to be quotes is as price schedule enclosed with NIT. Rate to be quoted is per Metric Ton basis which is inclusive of packing, forwarding, Freight, Transit insurance and all other cost but excluding GST. Rate of GST and total GST amount shall be quoted separately.**

**Bidders can quote for both the items (OPC 43 & OPC 53) or for any one item (either OPC 43 or OPC 53). The Evaluation of Price bids shall be done item wise i.e. each item shall be evaluated separately and L1 price for each item (OPC 43 & OPC 53) shall be arrived as per tender conditions.**

Important dates:

**Tender Start date: 04/11/2020: 10:00 Hrs**

**Bid Submission start date: 09/11/2020: 09:00 hrs**

**Last date of submission of offer 16/11/2020 15.00 hrs**

**Techno-commercial offer shall be opened on 16/11/2020 15.30 hrs**

This is an E-tender floated online through our E-Procurement Site <https://eprocurebhel.co.in/nicgep/app>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in/nicgep/app>. 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 IN NIT:

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm compliant. For the same, the users have to ensure that they have Windows XP(SP3)/Windows Vista/Windows7 installed in their respective PC/Laptop. In case of Windows XP Service pack - 3, if you get any issue you can install the SSL patch, which is available at our download section of our e-Tender/e-Auction Portal and also at our corporate website [www.abcpocure.com](http://www.abcpocure.com) just below the label of "Knowledge section".

Tender document no: ENQ 20 PS 0005 PUR 21 Dt: 03/11/2020 Comprising of following:

|          | DOCUMENT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | No of Pages |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Part – A | PRE-QUALIFICATION CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | 02          |
| Part – B | SPECIAL CONDITIONS OF CONTRACT (SCC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 15          |
| Part – C | GENERAL CONDITIONS OF CONTRACT (GCC)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 05          |
| Part – D | TECHNO COMMERCIAL FORMAT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | 03          |
| Part – F | <p>FORMS CONSISTING OF (all forms are to be filled signed, stamped by Authorized Signatory. Non-submission of these forms may lead</p> <ol style="list-style-type: none"> <li>1. DECLARATION BY AUTHORISED SIGNATORY OF BIDDER</li> <li>2. MSME CERTIFICATE</li> <li>3. DECLARATION FOR RELATION IN BHEL</li> <li>4. FORMAT FOR SEEKING CLARIFICATION</li> <li>5. SELF CERTIFICATION UNDER PREFERENCE TO MAKE IN INDIA ORDER CERTIFICATE</li> <li>6. NO DEVIATION CERTIFICATE</li> <li>7. POWER OF ATTORNEY FOR SUBMISSION OF TENDER</li> <li>8. INTEGRITY PACT</li> </ol> | 12          |
| Part – G | UNPRICED RATE SCHEDULE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 02          |

## **PART – A: PRE QUALIFICATION CRITERIA**

### **PQR for Cement Tender at 5 x 800MW YADADRI**

**A Technical:**

Bidders shall essentially meet all the Qualifying Requirements described below:

A.1). Bidder should be a manufacturer of Ordinary Portland Cement (OPC, Gr.- 53 as per IS:269-2015). BIS certificate for the same shall be submitted.

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 at least one number proof of supply (LR, Invoice, Way Bill etc.) of cement against the same Purchase Order.

**B Financial Turnover:**  
Bidder to submit

1. PAN Copy
2. GSTIN copy (Registration status)

**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 (TSGENCO) 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 customers approved bidders as the case may be.

**PQR for Cement Tender at 5 x 800MW YADADRI****A Technical:**

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- A.1). Bidder should be a manufacturer of Ordinary Portland Cement (OPC, Gr.- 43 as per IS:269-2015). BIS certificate for the same shall be submitted.

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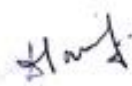
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## **PART- B**

### **SPECIAL CONDITIONS OF CONTRACT**

#### **SPECIAL CONDITIONS OF CONTRACT**

SUB: Tender Document for Supply of ORDINARY PORTLAND CEMENT(OPC) GR-53 as per IS:269-2015 to 5 x 800MW Yadadri Thermal Power Project.

**1. SCOPE OF WORK:**

Supply of ORDINARY PORTLAND CEMENT (OPC) of 53 Grade Confirming to IS:269,2015 to the other than shell works for NDCT of 5 x 800MW Yadadri Thermal Power Project.

Unloading of materials at Destination/Site shall be in the BHEL's scope. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only. Prior dispatch clearance shall be obtained by vendor from BHEL.

**2. ORDERING QUANTITY TOLERANCE:**

During the currency of the order, BHEL at its sole discretion, reserves the right to vary the order quantity by +/-30% at the Rate, Terms and Conditions of the purchase order without assigning any reason. In case Quantity Variation clause on +30% side is required to be operated same will be informed to vendor prior to schedule delivery completion period (including extended period, if any). Delivery extension on pro-rata basis shall be given for supply of these additional quantity.

**3. DELIVERY:**

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.

**4. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):**

Material Dispatch Clearance Certificate (MDCC) of required quantity of cement would be issued by BHEL site. No material shall be dispatched by supplier unless and until MDCC is issued. Complete delivery of the MDCC quantity should be made at site within 30 days from date of issuance MDCC. Bidders are requested to take a note of the same to ensure timely availability of desired bulk quantity.

*KJ*

5. **MODE OF DISPATCH & ROAD PERMIT:**

The packing and transportation of the stores shall be done at the expense of the successful tenderer. E-way bill / road permit (if applicable) to be arranged by supplier.

6. **TRANSIT INSURANCE:**

Transit Insurance of material is in Supplier's scope. Successful tenderer shall insure the material at their cost for transportation.

7. **INSPECTION:**

Final inspection will be done at site. Pre dispatch inspection is not required. However, Test certificate for 3 days, 7 days and 28 days shall be required under billing documents.

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.

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.

The representative of the vendor should be available at Yadadri site whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per IS codes. The representative shall arrange cement at the test location for carrying out the design mix of concrete till site establishes the design mix at site.

8. **TEST CERTIFICATE:**

Test certificates to be sent along with supply.

9. **WEIGHMENT:**

Weighing of the consignment shall be done through automatic weigh bridge as indicated by BHEL/Site. Variation/tolerance up to  $\pm 10$  Kg is acceptable.

10. **GUARANTEE / WARRANTY**

Quality of cement is associated with shelf life. The material shall be guaranteed for a period of three months 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. Guarantee Certificate to be furnished.

11. 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 other bidder who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.



## **SPECIAL CONDITIONS OF CONTRACT**

**SUB: Tender Document for Supply of ORDINARY PORTLAND CEMENT(OPC)GR-43 as per IS:269-2015 to 5 x 800MW Yadadri Thermal Power Project.**

### **1. SCOPE OF WORK:**

Supply of ORDINARY PORTLAND CEMENT (OPC) of 43 Grade Confirming to IS:269,2015 to the shell works of RCC Chimney 2 & 3 of 5 x 800MW Yadadri Thermal Power Project.

Unloading of materials at Destination/Site shall be in the BHEL's scope. However, demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only. Prior dispatch clearance shall be obtained by vendor from BHEL.

### **2. ORDERING QUANTITY TOLERANCE:**

During the currency of the order, BHEL at its sole discretion, reserves the right to vary the order quantity by +/-30% at the Rate, Terms and Conditions of the purchase order without assigning any reason. In case Quantity Variation clause on +30% side is required to be operated same will be informed to vendor prior to schedule delivery completion period (including extended period, if any). Delivery extension on pro-rata basis shall be given for supply of these additional quantity.

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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.

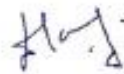
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i.e. 3/7/28 days shall be final and binding on the vendor. Removal of defective material from our Site shall be arranged by vendor at their own cost failing which BHEL shall arrange disposal at the risk & cost of bidder and subsequent replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication. Guarantee Certificate to be furnished.

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| OFFER<br>DESCRIPTION | DOCUMENTS TO BE UPLOADED                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| TECHNICAL<br>OFFER   | <p>Scanned copy of</p> <ol style="list-style-type: none"> <li>1. Power of Attorney document mentioned with Tender Number / date in Judicial Stamp paper and Notarised. <b>(Mandatory)</b>. Vendor may be liable to be rejected if not submitted)</li> <li>2. No deviation certificate in bidders Letterhead as per format given. <b>(Mandatory)</b>. Vendor maybe liable to be rejected if not submitted).</li> <li>3. Scanned copy of duly filled in Integrity Pact (IP) document.</li> <li>4. Authorization Letter <b>(in letter head)</b></li> <li>5. Covering letter of offer <b>(in letter head)</b></li> <li>6. All the forms given in the Forms and procedure</li> <li>7. Scanned copy of Entire tender documents signed &amp; stamped in each page by authorized representative of the bidder except price bid.</li> <li>8. Scanned copy of Techno-Commercial Offer along with duly Filled</li> <li>9. Duly filled all annexures</li> </ol> |

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               | 10. Copy of Corrigendum/Corrigenda, if applicable<br>11. All supporting documents/ Annexures etc as applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>PRE-QUALIFICATION PART</b> | Documents supporting Pre-qualifying criteria with all credentials.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>PRICE BID</b>              | Duly filled in Price Schedule.<br>Any other document uploaded in the price bid, apart from PART-G, as per tender format, shall not be taken into cognizance for evaluation of offer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Integrity pact</b>         | IP is a tool to ensure that activities and transactions between the company and its Bidders / Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.<br>Shri Arun Chandra Verma, IPS (Retd.), Shri Virendra Bahadur Singh, IPS (Retd.)<br><br>The IP as per format given in this tender is to be submitted (duly signed by the authorized signatory) along with Techno Commercial Bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this pact would be a preliminary qualification. Please refer section- 8 of the IP (refer the format given in this tender) for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender. Note: No routine correspondence shall be addressed to the IEM (Phone / Post / E mail). |

**SPECIAL NOTE:**

- A) 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.
- B) 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.
- C). The bidder may have to produce original document for verification if so decided by BHEL

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders. In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by toss/draw of lots in the presence of respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

**SPECIAL CONDITION OF CONTRACT****3.0 Goods and service Tax (GST) & Cess**

- 3.0. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

3.1. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.

3.2. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN - 36AAACB4146P1ZG

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - BHEL Site Office, Yadadri Thermal Power Station, 5X800 MW (Coal based), Veerlapalem village, Dameracherla Mandal, Nalgonda District, Telangana State

3.3. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

3.4. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

3.5. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.

3.6. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.

3.7. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

3.8. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.

3.9. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL

#### **4.0. All taxes and duty other than GST & Cess**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

#### **5.0. Statutory Variations**

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit

of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

#### **6.0. New Taxes/Levies –**

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

#### **7.0. Direct Tax**

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

- 8.0. 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.
- 9.0. The Rates Quoted should be FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. Rates quoted inclusive of Freight, Transit insurance, packing and shall be except GST. Supplier should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The Value exclusive of GST will be considered while comparing your offer to arrive L1 status. BHEL will not furnish any 'Concessional " Form.
- 10.0 Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
- 11.0 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.
- 12.0 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.
- 13.0 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.
- 14.0 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.

- 15.0 For any clarification on the tender document, you may seek the same in writing within 3 days from date of publishing of tender, 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.
- 16.0 BHEL reserves the right to open the price bid of the offers as per extent rules.
- 17.0 **Reverse Auction applicable.** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among all techno-commercially qualified bidders. The Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in 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.
- 18.0 For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 28.05.2018, 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable event 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. *Certification for local supplier category as per latest Government circular shall be provided and uploaded in Attachment section.*

“For this procurement, the local content to categorize a supplier as a Class I Local supplier/Class II Local supplier/Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”

- 19.0 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.
- 20.0 The offers of the bidders who are under suspension 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](http://www.bhel.com) → tender notification”.
- 21.0 commitment, performance of the contract and punitive action thereof:
- 21.1 Commitment by BHEL:  
BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
- 21.2 Commitment by Bidder / Supplier / Contractor:
- 21.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- 21.2.2 The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any

other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

- 21.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL.

If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

- 22.0 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. Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

- 23.0 **Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:**

BHEL shall take decision on Purchase Preference to MSEs as follows:

**1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).**

- a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices..

- b) Total tendered quantity shall be divided as follows:

In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:

- I. MSEs Matches L-1 price.
- II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

- c) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder.

- 2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).** In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be

allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

**3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).**

100% order will go to the L-1 bidder

- 4) Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.
- 5) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.
  - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
  - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
  - c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.
  - a) In case of proprietary MSE, proprietor(s) shall be a Women.
  - b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
  - c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

**Note:** All these preferences are applicable, subject to the submission of applicable certificates (i.e. District Industries Centers OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum OR any other body specified by Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only.**

- 8) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Five

years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of ENTREPRENEUR MEMORANDUM PART II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

| Type under MSME | SC/ST owned | Women owned | Others |
|-----------------|-------------|-------------|--------|
| Micro           |             |             |        |
| Small           |             |             |        |
| Medium          |             |             |        |

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause ( Public procurement policy 2012 and MSMED act 2006 ) at time of tender evaluation. " Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice. Payment to MSME: - Bidders to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PSSR is onboarded with RXIL(TReDS) Platform. Bidders are requested to get registered with RXIL(TReDS) platform to avail the facility as per GOI guidelines.

BHEL shall take decision on Relaxation of norms for Startups MSEs: Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

- 24.0. Other (Non MSE) bidders shall note that preferences will be given / facilities will be extended to eligible MSE bidders as per the extant Public Procurement Policy of Government of India, as applicable.
- 25.0. 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
  - iv) Special Conditions of Contract (SCC)
  - v) General Conditions of Contract (GCC)
- 26.0 The quotation should be firm at least for a period of 03 (Three) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained. The period mentioned is only tentative.

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## 27.0 TERMS & CONDITIONS OF REVERSE AUCTION

- a) 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).
- b) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- c) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on internet.
- d) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- e) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- f) Bidders have to email the Compliance form (annexure III of business rule document of Reverse Auction) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- g) 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, All Taxes, Freight charges, Insurance, 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.
- h) Reverse auction will be conducted on scheduled date & time.
- i) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- j) The lowest bidder has to 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.
- k) 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.
- l) 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, for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.
- m) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- n) In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) shall not be allowed to participate in RA. However, there will be no H1 removal in case H1 happens to be MSE or qualifying under PPP-MII, Order 2017 irrespective of the number of bidders qualifying techno-commercially. In case of multiple H1 bidders, all H1 bidders (excluding MSEs and bidders qualifying under PPP-MII, Order 2017) shall be removed provided minimum three bidders remain in fray, else no H1 removal.

## 28.0 Land Border clause for the bidder

**Annex III****Model Clause /Certificate to be inserted in tenders etc.**

*(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)*

**Model Clauses for Tenders**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose *beneficial owner* is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The *beneficial owner* for the purpose of (iii) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation—
    - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company,

- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. *[To be inserted in tenders for Works contracts, including Turnkey contracts]* The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."*

**Model Certificate for Tenders**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the*

*Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

**Model Certificate for Tenders for Works involving possibility of sub-contracting**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

**Model Certificate for GeM:**

*"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"*

**All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website, <https://eprocurebhel.co.in>, [www.bhel.com](http://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,<br>Chennai | Address          | BHEL PSSR, 11, Ratha Tek Towers, Okiyam Thuraipakkan, Rajiv Gandhi IT Express Way- Chennai- 600097                                                                                                                      |
|                        | Name &<br>Ph. no | NARAYANAN.S (MANAGER / Purchase)<br>044 – 28286769 / +91 9491073783<br><br>HENA EBEN (DGM/purchase)<br>044 - 24342458 / 28286874 /+919444117017<br><br>S. PRABHU KUMAR (SDGM/Purchase)<br>044- 28286765 / +919844445680 |
|                        | FAX no           | 044-24328516                                                                                                                                                                                                            |
|                        | E-mail           | <a href="mailto:narayanan@bhel.in">narayanan@bhel.in</a><br><a href="mailto:hena@bhel.in">hena@bhel.in</a><br><a href="mailto:sprabhu@bhel.in">sprabhu@bhel.in</a>                                                      |
|                        |                  |                                                                                                                                                                                                                         |

## PART – C

### GENERAL CONDITIONS OF CONTRACT (GCC)

| Sl.no | BHEL STANDARD TERMS                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.    | <p>Our requirement is for use at BHEL Site office, (refer NIT for site office location)<br/>Quantity: As per NIT which may vary to the extent of + 30%. Quoted rates shall remain firm for the purchase order placed by BHEL on bidder.</p> <p>Offers are invited to submit in two-parts.<br/>The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened.<br/>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.</p> <p><b><u>If the bidder submits offer i.e. Technical &amp; Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only &amp; uploaded in the price section.</u></b></p> |
| 2.    | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3.    | <p>BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms &amp; Conditions.<br/>All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained.<br/>In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.    | <p>Tender shall be strictly in accordance with the tender specifications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 5.    | <p>Supply for the entire ordered quantity shall have to be made at the ordered rate, as per tentative Delivery schedule mentioned at GCC, subject to MDCC within the tentative delivery schedule.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 6.    | <p>No revision in rate shall be entertained after opening of the tenders.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 7.    | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 8.    | <p>Rate shall be quoted in the price schedule format enclosed under Part-F (Price Schedule)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 9.    | <p>Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10. | <p><b>TERMS OF PAYMENT:</b></p> <p>(A) 90% payment will be released within 30 days after receipt of material at site and submission of following documents: -</p> <ul style="list-style-type: none"> <li>a) Invoice in triplicate along with Tax Remittance Proof.</li> <li>b) Copy of Material Dispatch Clearance Certificate issued by BHEL site.</li> <li>c) Copy of LR/RR</li> <li>d) Guarantee Certificate.</li> <li>e) Copy of manufacturer's test result in original for 7 days accepted by BHEL/Site</li> </ul> <p>(B). Balance 10% payment will be released on submission of following documents: -</p> <ul style="list-style-type: none"> <li>a). Invoice in triplicate along with Tax Remittance Proof and Delivery challan</li> <li>b). Copy of store receipt voucher</li> <li>c). Copy of manufacturer's test result in original for 7 &amp; 28 days accepted by BHEL/Site.</li> </ul> <p>Paying Authority: SITE FINANCE, BHEL Site OFFICE, 5X800MW YADADRI THERMAL POWER STATION, DHARMARCHERLA, NALGONDA DISTRICT, TELANGANA on 'F.O.R' Site Basis.</p> |
| 11. | <p><b>STATUTORY VARIATION:</b> 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.</p> <p>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.</p> <p><b>The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of full ordered quantity.</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12. | <p>The purchaser also reserves the right to place a repeat order for additional quantity, at the same rate on mutual consent.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 13. | <p><b>INSPECTION TESTING AT SUPPLIERS WORKS :</b></p> <p>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.</p> <p>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.</p> <p>Each consignment will be accompanied by MDCC.</p>                                                                                                                                                                                                                                                                                                                                                                |
| 14. | <p><b>REJECTION:</b></p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 15. | <p><b>RISK AND COST:</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

- i). Contractor/ Supplier's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor / supplier including unexecuted portion of work / supply does not appear to be executable within balance available period considering its performance of execution.
- ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii). Non-completion of work / Non- supply by the Contractor / supplier within scheduled completion / delivery period as per Contract or as extended from time to time, for the reasons attributable to the contractor / supplier.
- iv). Termination of Contract on account of any other reason (s) attributable to Contractor.
- v). Assignment, transfer, subletting of Contract without BHEL's written permission.
- vi). Non-compliance to any contractual condition or any other default attributable to Contractor / supplier.

**Risk & Cost Amount against Balance Work:**

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (\*) as per rates of new contract

B= Value of Balance scope of Work (\*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

\* Balance scope of work/supply (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

**Note:** Incase portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.

**LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work/supply shall be calculated in line with LD clause no. 20 of GCC, for the delay attributable to contractor/supplier. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

**Method for calculation of "LD against delay in executed work / supply in case of termination of contract" is given below.**

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>i) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1</p> <p>ii). Let the value of executed work / supply till the time of termination of contract= X</p> <p>iii). Let the Total Executable Value of work / supply for which inputs/fronTS were made available to contractor / supplier and were planned for execution till termination of contract = Y</p> <p>iv). Delay in executed work / supply attributable to contractor i.e. <math>T2=[1-(X/Y)] \times T1</math></p> <p>v). LD shall be calculated in line with LD clause (clause 15.0) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.</p> <p>The following sequence shall be applicable for recoveries from contractor/ supplier on whom Risk &amp; Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery:</p> <p>a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract.</p> <p>b) Demand notice for deposit of balance recovery amount will be sent to contractor/ supplier, if funds are insufficient to effect complete recovery against dues indicated in (a) above.</p> <p>c) If contractor/ supplier fails to deposit the balance Risk &amp; Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery:</p> <p>i). Dues payable to contractor/ supplier against other contracts in PSSR/BHEL shall be considered for recovery.</p> <p>ii). If recovery cannot be made out of dues payable to the contractor/ supplier as above, balance amount to be recovered, shall be informed to other Regions/Units of BHEL for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor/ supplier.</p> <p>iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.</p> |
| 17 | <p><b>GUARANTEE</b></p> <p>The material shall be guaranteed for a period of three months 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 &amp; cost of bidder and subsequent replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication. Guarantee Certificate to be furnished.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 18 | <p><b>TERMINATION OF CONTRACT</b></p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19 | <p><b><u>PACKING &amp; DELIVERY:</u></b></p> <p>90% to 100% material may be delivered in bulkers by the supplier itself or by authorized transporters of the supplier.</p> <p>Limited to maximum 10% of the total ordered quantity material, if required, should be 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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 20 | <p><b><u>LIQUIDATED DAMAGE (LD) :</u></b></p> <p>Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.</p> <p>In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice</p> <p>Based on delivery conditions, following LD clauses shall be operated</p> <ol style="list-style-type: none"> <li>LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.</li> <li>In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value</li> <li>In case of any amendment/revision, the LD shall be linked to the amended/revised PO value</li> </ol> |
| 21 | <p>The quotation should be <b>firm at least for a period of 03 (Three) months</b> from the tender due date of submission (extended, if any). <b>Price Variation Clause will not be entertained.</b> The period mentioned is only tentative.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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 favor 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- D**

### **TECHNO COMMERCIAL**

(Mandatory to be filled, signed and Submitted)

| Sl.No | DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Vendor Acceptance and confirmation / | Details of supporting documents / attachments |
|-------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-----------------------------------------------|
| 1.    | Comply to Furnish MANUFACTURER CERTIFICATE including with Latest renewal ref No/Dt (Same to be attached in Attachment section)                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                      |                                               |
| 2.    | Comply to Furnish BIS CERTIFICATE including with Latest renewal ref No/Dt (Same to be attached in Attachment section)                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                      |                                               |
| 3.    | Comply to Supply ORDINARY PORTLAND CEMENT (OPC) The Grade of Cement shall be 53 Confirming to IS 269:2015 on FOR Destination as per Tender Terms and Conditions of the NIT.                                                                                                                                                                                                                                                                                                                                                                                           |                                      |                                               |
| 4.    | Comply to Supply ORDINARY PORTLAND CEMENT (OPC) The Grade of Cement shall be 43 Confirming to IS 269:2015 on FOR Destination as per Tender Terms and Conditions of the NIT.                                                                                                                                                                                                                                                                                                                                                                                           |                                      |                                               |
| 5.    | Comply to include Packing & forwarding charges, Freight and transit Insurance Charges if any and all other cost except GST, in Basic Price Per MT                                                                                                                                                                                                                                                                                                                                                                                                                     |                                      |                                               |
| 6.    | Comply                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                      |                                               |
| 7.    | Comply with evaluation method mentioned in NIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                      |                                               |
| 8.    | Comply – BHEL have the rights to evaluate the offers and “In the Course of evaluation, If more than one bidder happens to occupy L-1 Status, effective L-1 will be decided by soliciting discounts from the respective L-1 Bidders.<br><br>In case more than one bidder happens to occupy L-1 Status even after soliciting discounts, the L-1 bidder shall be decided by toss/draw of lots, in the presence of respective L-1 bidder(s) or their representative(s). Ranking will be done accordingly. BHEL’s decision in such situations shall be final and binding.” |                                      |                                               |

(Signature of Bidder with seal)

| Sl.No | DESCRIPTION | Vendor Acceptance and confirmation / | Details of supporting documents / attachments |
|-------|-------------|--------------------------------------|-----------------------------------------------|
|-------|-------------|--------------------------------------|-----------------------------------------------|

Date :

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |  |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 9.  | The Offer should be firm at least for a period of 03 (Three) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained. The period mentioned is only tentative.                                                                                                                                                                                                                                                                                 |  |  |
| 10. | 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%.<br>The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of full ordered quantity.                                                                                                               |  |  |
| 11. | Comply for Weighing of the Consignment shall be done through Automatic Weighbridge as indicated by BHEL/Site, Variation/Tolerance upto $\pm 10$ Kg is allowed.                                                                                                                                                                                                                                                                                                                                         |  |  |
| 12. | NODEVIATION CERTIFICATE in Letter Head <b>(Same to be Attached In Attachment Section) - mandatory</b>                                                                                                                                                                                                                                                                                                                                                                                                  |  |  |
| 13. | LIST OF PQR (PRE-QUALIFYING) Documents with all Credentials <b>(Same to be attached in attachment section) - mandatory</b>                                                                                                                                                                                                                                                                                                                                                                             |  |  |
| 14. | Comply to Furnish QAP Quality Plan Documents for Cement Plant (Same to be attached in attachment section)                                                                                                                                                                                                                                                                                                                                                                                              |  |  |
| 15. | Comply to Furnish QP Quality Plan Documents for Cement (Same to be attached in attachment section)                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |
| 16. | Comply to Furnish Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached in attachment section).                                                                                                                                                                                                                                                                                                       |  |  |
| 17. | Comply to furnish the scanned copy of Power of Attorney Document for Submission Of Tender / Signing Contract Agreement (To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised) along with offer. Offers without valid Power of attorney Document will be summarily rejected and will not be Considered for further evaluation by BHEL (scanned copy to be attached in attachment section) - <b>mandatory (bids are liable to rejected if PoA is not submitted)</b> |  |  |

| Sl.No | DESCRIPTION | Vendor Acceptance and confirmation / | Details of supporting documents / attachments |
|-------|-------------|--------------------------------------|-----------------------------------------------|
|-------|-------------|--------------------------------------|-----------------------------------------------|

(Signature of Bidder with seal)

Date :

|     |                                                                                                                                                                                                                                                                            |  |  |
|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 18. | Comply to Furnish Scanned Copy of Scanned copy of duly filled in Integrity Pact (IP) document as in Annexure-I & IA. (scanned copy to be attached in attachment section) – <b>Mandatory</b>                                                                                |  |  |
| 19. | Whether falling under MSME category (Proof to be attached in attachment section) - - <b>mandatory to be specify</b>                                                                                                                                                        |  |  |
| 20. | Certification for local supplier category as per Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry provided and uploaded in Attachment section <b>(mandatory)</b> . |  |  |
| 21. | Comply to BHEL Payment Terms as per Tender                                                                                                                                                                                                                                 |  |  |
| 22. | Comply to General Conditions of contract (GCC)                                                                                                                                                                                                                             |  |  |
| 23. | Comply to Special Conditions of contract (SCC)                                                                                                                                                                                                                             |  |  |
| 24. | Comply to Participate in Reverse Auction as per clause 26 of NIT                                                                                                                                                                                                           |  |  |
| 25. | GST Registration No & details (same to be attached in attachment section).                                                                                                                                                                                                 |  |  |
| 26. | Authorised Contact Person Name , Mob No etc                                                                                                                                                                                                                                |  |  |

(Signature of Bidder with seal)

Date :

## **PART E**

### **FORMS & PROCEDURES**

#### **DECLARATION BY AUTHOR SED SIGNATORY OF BIDDER**

Form No: F-02 {Rev 00}

#### **DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

(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 : Declaration by Authorised Signatory

Ref : 1) NIT/Tender Specification NO' .....

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge, I have gone through the specifications conditions, stipulations and all other pertinent issues till dater and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized  
Signatory of the Bidder)

Date:

Enclosed : **Power of Attorney**

## **MSME CERTIFICATE**

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 S.O. 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 Proprietor/Partner(s)/Director(s) employed in BHEL.

Tick (v) 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)

**Format for self Certification under preference to Make In India order**

**Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s \_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. \_\_\_\_\_

Details of location at which local value addition will be made is as follows:

\_\_\_\_\_  
\_\_\_\_\_

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

**(Declaration to be furnished by bidder)**  
**NO DEVIATION CERTIFICATE**

We hereby confirm that all the terms & conditions of tender No. TENDER NO.:..... 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. .... 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 :

## POWER OF ATTORNEY FOR SUBMISSION OF TENDER

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

-----  
KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr  
..... , whose signature given below herewith to be true and lawful Attorney of  
M/s..... hereinafter called 'Company', for submitting Tender/entering into  
Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with  
M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, Tek Towers, Chennai-35 in connection with  
.....

..... vide Tender  
Specification No : \_\_\_\_\_, dated \_\_\_\_\_.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be  
lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by  
virtue of the powers conferred herein and the same shall be binding on the company and shall have full force  
and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner  
hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness Notary Public

# **INTEGRITY PACT**

## **INTEGRITY PACT**

### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

### **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for BHEL: PSSR: SCT: 1851 - Handling of materials at BHEL / Client's Store / Storage Yard, transportation to site, Erection, Testing & Assistance for commissioning and Trial Operation of ESP & auxiliaries, Ducts & Dampers, application of Insulation including supply & application of final painting for Package-A (Unit-1&3) & Package-B (Unit-2&4) at 5 x 800 MW Yadadri Thermal power station Veerlapalem village, Nalgonda District, Telangana State. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other

statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

## **Section 2 - Commitments of the Bidder(s)/ Contractor(s)**

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

## **Section 3 - Disqualification from tender process and exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

## **Section 4 - Compensation for Damages**

- 4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.

- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 -Independent External Monitor(s)**

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs

are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

## **Section 9 - Pact Duration**

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

## **Section 10 - Other Provisions**

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

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For & On behalf of the Principal

(Office Seal)

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For & On behalf of the Bidder/

Contractor

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

## Unpriced Rate schedule

### Item: Ordinary Portland Cement Gr 43

| SL.NO | DESCRIPTION                                                                                                                                                                           | Qty in MT<br>(A) | RATE/<br>Unit<br>(including freight,<br>insurance, packing &<br>forwarding<br>(B) | Amount<br>(Rs)<br>$C=(A*B)$ | GST (%)<br>D | Total<br>GST (Rs)<br>E | FOR<br>DESTINATION<br>PRICE<br>$F= (C+E)$ | NET OF GST<br>PRICE<br>$G=(F-E)$ |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------------------------------------------------------------------------|-----------------------------|--------------|------------------------|-------------------------------------------|----------------------------------|
| 01    | Supply of ORDINARY PORTLAND CEMENT (OPC). The Grade of Cement shall be 43 Confirming to IS 269:2015 on <b>FOR Destination Yadadri Site</b> as per Tender Terms and Conditions and NIT | 16,300           | QUOTED                                                                            | QUOTED                      | QUOTED       | QUOTED                 | QUOTED                                    | QUOTED                           |

**Note:**

- 1) Evaluation of Price bids shall be done item wise i.e. each item shall be evaluated separately and L1 price shall be arrived as per tender conditions.
- 2) Bidders can quote for both the items (OPC 43 & OPC 53) or for any one item (either OPC 43 or OPC 53).

## Unpriced Rate schedule

### Item: Ordinary Portland Cement Gr 53

| SL.NO | DESCRIPTION                                                                                                                                                                          | Qty in MT<br>(A) | RATE/ Unit<br>(including freight, insurance, packing & forwarding)<br>(B) | Amount<br>(Rs)<br>$C=(A*B)$ | GST (%)<br>D | Total GST (Rs)<br>E | FOR DESTINATION PRICE<br>$F= (C+E)$ | NET OF GST PRICE<br>$G=(F-E)$ |
|-------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|---------------------------------------------------------------------------|-----------------------------|--------------|---------------------|-------------------------------------|-------------------------------|
| 01    | Supply of ORDINARY PORTLAND CEMENT (OPC) The Grade of Cement shall be 53 Confirming to IS 269:2015 on <b>FOR Destination Yadadri Site</b> as per Tender Terms and Conditions and NIT | 20,000           | QUOTED                                                                    | QUOTED                      | QUOTED       | QUOTED              | QUOTED                              | QUOTED                        |

Note:

- 1) Evaluation of Price bids shall be done item wise i.e. each item shall be evaluated separately and L1 price shall be arrived as per tender conditions.
- 2) Bidders can quote for both the items (OPC 43 & OPC 53) or for any one item (either OPC 43 or OPC 53).