बी एच ई एल
BHEL

Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector – Southern Region
690- Anna Salai, Nandanam, Chennai- 600 035
Phone: 044 24342458 / 2828 6757 / 6874 / 6875,
Fax: 044 24328516 Email: bsandipan@bhel.in; sprabhu@bhel.in; hena@bhel.in; selvanm@bhel.in

Tender document no: ENQ:19:PS:0005:PUR:26 Date: 28/10/2019

SUB: Tender Document for Supply of 18000 MT of ORDINARY PORTLAND CEMENT (OPC) GR- 43 (to be Supplied in BULKERs) as per IS:269:2015, to BHEL Site OFFICE, 2X800MW UPPUR THERMAL POWER PLANT, VALAMAVOOR AND THIRUPPALAIKUDI VILLAGE OF THIRUVADANAI TALUK, RAMANATHAPURAM DISTRICT, TAMIL NADU - 623531.

On line Offers are Invited from Reputed & Experienced Bidders (Meeting Pre-Qualification Criteria as mentioned) through E-Procurement Portal https://bhel.abcprocure.com only by the Undersigned on behalf Of Bharat Heavy Electricals Limited for Supply of 18000 MT of ORDINARY PORTLAND CEMENT (OPC) GR- 43 as per IS 269:2015, to 2X800MW UPPUR THERMAL POWER PLANT, VALAMAVOOR AND THIRUPPALAIKUDI VILLAGE OF THIRUVADANAI TALUK, RAMANATHAPURAM DISTRICT, TAMIL NADU – 623531 on 'F.O.R' Site Basis.

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

Please find enclosed tender documents as per following details:

Tender document no: ENQ:19:PS:0005:PUR:26 Dt: 28/10/2019 Comprising of following:

Part – A	PRE-QUALIFICATION CRITERIA
Part – B	GENERAL CONDITIONS OF CONTRACT (GCC)
Part – C	SPECIAL CONDITIONS OF CONTRACT (SCC)
Part – D	TERMS & CONDITIONS OF REVERSE AUCTION
Part – E	NO DEVIATION CERTIFICATE
Part – F	TECHNO COMMERCIAL
Part – G	UNPRICED RATE SCHEDULE

Last date of submission of offer 07/11/2019 (14.00 hrs)

(Techno-commercial offer shall be opened on 07/11/2019 (14.30 hrs)

बी.एच.ई.एल.-पी.एस.एस.आर. चेन्नई BHEL-PSSR, CHENNAI
28 OCT 2019
क्रय विभाग PURCHASE DEPT.

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

In case bidders need any clarification regarding online participation, they can contact,

e-Procurement Technologies Ltd.
Corporate Office:
Address : A-201/208, Wall Street - 2, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006, Gujarat(INDIA)

Digital Certificate Contacts

Contact Person : Mr. Himalay Vaishnav, Cell : +91-9099090830, Phone Nos. : +91-9099090830

e-Mail : info@abcProcure.com

Support Team Contacts

Contact Person : BHEL Support Team Ahmedabad, Cell : +91-79-40270590
Phone Nos. : +91-79-68136809 / 6819/ 6867 / 6823 /
e-Mail : bhel.support@abcprocure.com

During normal business hours, helpline maintained by the service provider e-Procurement Technologies Limited is available for clarifying any doubts of supplier/s. Helpline numbers are cited below:

- Mr. Swapnil Hamilton, Support Executive, Ph: +91 7940270549, e-mail ID: swapnil.h@eptl.in
- Mr. Hardik Oza, Support Executive, Ph: +91 7940270560, e-mail ID: hardik.oza@eptl.in
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- Mr. Prashant, Asst. Manager – Implementation & Support, Ph: +91 7940270545, e-mail ID: prashant@eptl.in
- Mr. Mugunthan Gurumoorthi on site Executive Ph: +91 6353215001 trichy.bhel@eptl.in

Also, the Digital Certificates that will be applicable for these platforms have to be SHA2 algorithm complaint. 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.abcprocure.com just below the label of "Knowledge section".

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
TECHNICAL OFFER	1. Scanned copy of (a).Power of Attorney document mentioned with Tender Number / date in Judicial Stamp paper and Notarised. (b). Scanned copy of duly filled in Integrity Pact (IP) document as in Annexure-I & IA. (c) Authorization Letter and (d).Covering letter of offer **(To be attached in Attachment section)** 2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid **(To be attached in Attachment section).** 3. Scanned copy of Techno-Commercial Offer along with duly Filled Copy of PART-F **(To be attached in Attachment section)** 4. Duly filled all annexures (To be attached in Attachment section). 5. Copy of Tender change notice (TCN), if applicable **(To be attached in Attachment section)** 6. All supporting documents/ Annexures etc as applicable **(To be attached in Attachment section).** 7. No deviation certificate in bidders Letterhead as per format given in Part –E **(To be attached in Attachment section).**
PRE-QUALIFICATION PART	8. Pre-qualifying documents with all credentials as per PART-A. **(To be attached in PQ Attachment section)**
PRICE BID	9. Duly filled in Price Schedule as per PART-G. **(To be attached in price bid Attachment section)** 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.

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.

2.0 BHEL reserves the right to split the order between L1 and another qualified bidder who accepts the L1 Price excluding the H1 (except in the case of only two qualified bidders being available) bidder. Splitting shall be on around 70:30 basis after getting L2/L3/L4 .... but except H1 (except in the case of only two qualified bidders being available) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case of only two qualified bidders being available BHEL reserves the right of splitting on around 70% of quantity shall be on L1 bidder and 30% on next qualified bidder subject to acceptance of L1 price.

a. If bidder quote is found to be same, BHEL will request L1 bidders to submit discounted price in a close bid. Following which 70 % award shall be done to the new L1 bidder and 30 % to the L2 bidder matching price of the L1 bidder. In case L2 bidder does not agree to match price of New L1 bidders, 70 % of quantity shall be awarded to the new L1 bidder and 30 % of quantity shall be offered to match L1 price to the next lowest bidder in the order of competitiveness (i.e., L3, L4 and so on till H1 in that order)

b. In case, L1 discounted prices are similar, BHEL shall call the bidders and L1 bidder shall be finalised based on Lottery. First pick shall be awarded with the 70% quantity and second pick with the 30% quantity.

3.0.Goods and service Tax (GST) & Cess

3.1. 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.

3.2. 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.

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

BHEL GSTN - 33AAACB4146P2ZL

ADDRESS – BHEL SITE OFFICE,
2X800MW UPPUR THERMAL POWER PLANT, VALAMAVOOR AND THIRUPPALAIKUDI VILLAGE OF THIRUVADANAI TALUK, RAMANATHAPURAM DISTRICT, TAMIL NADU - 623531. ,

3.4. 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.

3.5. 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.

3.6. 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.

3.7. 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.

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

3.9. 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.

3.10. 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 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 04/11/2019, 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 in camera.

17.0 BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the online / sealed price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. As bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

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

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

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

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

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

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

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

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

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

18.0 For this procurement, 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 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.

18.0 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.

19.0 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 → tender notification".

20.0 The bidder may have to produce original document for verification if so decided by BHEL.

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 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.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

a) 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)

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

Agency	Contact Details	
BHEL, PSSR, Chennai	Address	BHEL PSSR, 690- Anna Salai, Nandanam, Chennai – 600 035
	Name & Ph. no	M.SELVAN (Sr.Engineer / Purchase) 044 – 28286875 / +919600439890 HENA EBEN (DGM/purchase) 044 - 24342458 / 28286874 /+919444117017 S.PRABHU KUMAR (SDGM/Purchase) 044- 28286765 / +919844445680 SANDIPAN BISWAS (AGM/SCT & Purchase) 044 – 28286757 / +91 8602001217
	FAX no	044-24328516
	E-mail	selvanm@bhel.in hena@bhel.in sprabhu@bhel.in bsandipan@bhel.in
Training & E procurement assistance		e-Procurement Technologies Ltd. Corporate Office: Address : A-201/208, Wall Street - 2, Opp. Orient Club, Nr. Gujarat College, Ellis Bridge, Ahmedabad - 380006, Gujarat(INDIA) Digital Certificate Contacts Contact Person : Mr. Himalay Vaishnav Cell : +91-9099090830 Phone Nos. : +91-9099090830 Fax No : e-Mail : info@abcProcure.com Support Team Contacts Contact Person : BHEL Support Team Ahmedabad Cell : +91-79-40270590, Phone Nos: +91-79-68136809/819/862/867/823/872/842 Fax No : e-Mail : Bhel.Support@abcProcure.com

Annexure - I

Integrity Pact (IP)

a) 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. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as per format given at Volume 1D Formats (refer as in Annexure-IA) of this tender is to be submitted (duly signed and stamped by the authorized signatory who signs in the offer) 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.

Details of IEM for this tender is furnished below:

Sl.No	IEM	Address	Phone & e-mail
01	Shri Arun Chandra Verma, IPS (Retd.)	Flat No. C -1204, C Tower, Amrapali, Platinum Complex, Sector 119, Noida (U.P.)	Ph: +91 8130386387 acverma1@gmail.com
02	Shri Virendra Bahadur Singh, IPS (Retd.)	H. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow - 226010	Ph: +91 8853760730 9818377360 vbsinghips@gmail.com

Applicable

NOTICE INVITING TENDER Tender No.: ENQ:19:PS:0005:PUR:xx DT:xx-xx-2019

b) Please refer section- 8 of the IP (refer as in Annexure-IA) 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) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification / issued shall be addressed directly to the tender issuing (Procurement) department. For all clarifications / issues related to the tender, please contact:

1. Mr.S.PRABHU KUMAR / Sr. DGM-Purchase,
   BHEL-PSSR, 690- Anna Salai, Nandanam, Chennai-35
   Ph: 044-28286765, +919844445680 sprabhu@bhel.in
2. Mr.Sandipan Biswas, AGM/Purchase &SCT
   BHEL-PSSR, 690- Anna Salai, Nandanam, Chennai-35
   Ph: 044-28286757/ +91-8602001217 bsandipan@bhel.in

Annexure – I A

INTEGRITY PACT

Between

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Sir' Fort, New Delhi - 1 10049 (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

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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 IPC/ PC 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 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.

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 Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 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,

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 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD. BHFI_ within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the C: MD, BI IEL, a substantiated suspicion of an offence under relevant IPC / PC Act , and the CMD , BI-IEL 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.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD. BHEL.

8.10 The word `Monitor' would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months alter the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as 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 For & On behalf of'the Bidder/ Contractor

(Office Seal) (Office Seal)

Place---------------------

Date----------------------

Witness: Witness: ---------------------------- Witness: Witness: ---

(Name & Address) ---------------------------- (Name & Address)---

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PART- A : PRE-QUALIFICATION CRITERIA (PQR)

A Technical:

Bidder shall essentially meet all the Qualifying Requirements described below :

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

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

(2). Bidder should possess GSTIN (Registration Status) and should submit (Upload) copy of the same.

C Customer Approval:

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

E Price Bid Opening

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

Note:

(i) Bidder shall meet all the aforesaid qualifying requirements and furnish the purchase orders and at least one number proof of supply (LR , Invoice , Way Bill etc.).of cement against the same purchase order.

(ii) Authenticity of credentials submitted by the bidder against 'PRE-QUALIFYING CRITERIA' shall be verified from the issuing authority, by BHEL. in case, any credential(s) is/are found to be unauthentic, offer of the bidder is liable to be rejected. BHEL reserves the right to initiate any further action as per the GUIDELINES FOR SUSPENSION OF BUSINESS DEALINGS WITH SUPPLIERS / CONTRACTORS"(Publishedinhttp://www.bhel.com/vender registration / vender php) and "Fraud Prevention Policy" (Published in http://www.bhel.com/home.php) as applicable.

MSME ANNEXURE-I

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.I722(E) dated October 5, 2006 :

   Rs............................ Lacs

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

   Rs.................. Lacs

(Strike off whichever is not applicable)

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

Or

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

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

Tender document no: ENQ:19:PS:0005:PUR:26 Date: 28/10/2019

DECLARATION FOR RELATION IN BHEL

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

To,

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

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No: ....,

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

Tick (√) any one as applicable:

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

OR

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

(i)

(ii)

Signature of the Authorized Signatory

Note:

1. Attach separate sheet, if necessary.

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

FORMAT FOR SEEKING CLARIFICATION

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

To,

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

Dear Sir,

Sub: Request for Clarification

Ref: 1) NIT/Tender Specification No: ....,

2) All other pertinent issues till date

Sl no	Reference of clause Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				

Yours faithfully,

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

PART – B : GENERAL CONDITIONS OF CONTRACT (GCC)

Sl.no	BHEL STANDARD TERMS
1	**Our requirement is for use at BHEL Site OFFICE,** BHEL Site OFFICE, 2X800MW UPPUR THERMAL POWER PLANT, VALAMAVOOR AND THIRUPPALAIKUDI VILLAGE OF THIRUVADANAI TALUK, RAMANATHAPURAM DISTRICT, TAMIL NADU - 623531. **Quantity : 18,000 MT, which may vary to the extent of + 10%. Quoted rates shall remain firm for the purchase order placed by BHEL on bidder.** Offers are invited to submit in two-parts. The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to 14-00 Hours on the said due date. BHEL will not be responsible for any technical snag in the web due to last hour rush in uploading of offers, hence the bidders are advised to upload their offers well in advance. **If the bidder submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only & uploaded in the price section.**
2	If any vendor sought to quote through their agents/partners, they have to inform to BHEL in advance, before opening date. Otherwise the offer will be treated as Unsolicited Offer and same will not be opened.
3	BHEL keeps its right to reject / load any offer, which is having deviations to BHEL Specifications, Standard Terms & Conditions. All the bidders shall submit their offers only by filling the original BHEL tender documents. No other offer will be entertained. In case of Technical-Cum-Commercial bid, copy of the price bid has to be used to indicate commercial terms without price.
4	Tender shall be strictly in accordance with the tender specifications.
5	Supply for the entire ordered quantity shall have to be made at the ordered rate, as per tentative Delivery schedule mentioned at Cl. No. 9 of GCC, subject to MDCC within the tentative delivery schedule.
6	No revision in rate shall be entertained after opening of the tenders.
7	The purchaser shall be under no obligation to accept the lowest or any other tender and shall reserve the right to accept or reject any tender in part or full without assigning any reason, whatsoever.
8	Rate shall be quoted in the price schedule format enclosed under Part-F (Price Schedule)
9	Delivery shall be progressively as per MDCC provided by site on requirement basis within 06 (SIX) Months from the date of receipt of PO. Total required Quantity is 18000 MT (Eighteen Thousand Tonnes BULKERs Supply) of ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS 269:2015. The period mentioned is only tentative and may vary to the extent of **+ 10%** on afore said quantity, for which rates shall remain unchanged.

10	Bidder shall be responsible to expedite the movement of consignment after same leaves their premises after loading.
11	**TERMS OF PAYMENT :** (A) 90% payment will be released within 30 days after receipt of material at site and submission of following documents:- a) Invoice in triplicate along with Tax remittance Proof. b) Copy of Material Dispatch Clearance Certificate issued by BHEL site. c) Copy of LR/RR d) Guarantee Certificate. e) Copy of manufacturer's test result in original for 7 days accepted by BHEL/Site (B). Balance 10% payment will be released on submission of following documents:- a). Invoice in triplicate along with Tax remittance Proof and Delivery challan b). Copy of store receipt voucher c). Copy of manufacturer's test result in original for 7 & 28 days accepted by BHEL/Site. Paying Authority: SITE FINANCE, BHEL Site OFFICE, 2X800MW UPPUR THERMAL POWER PLANT, VALAMAVOOR AND THIRUPPALAIKUDI VILLAGE OF THIRUVADANAI TALUK, RAMANATHAPURAM DISTRICT, TAMIL NADU - 623531. (GSTN: 33AAACB4146P2ZL)
12	**STATUTORY VARIATION:** 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. 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 +10%. **The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of full ordered quantity.**
13	The purchaser also reserves the right to place a repeat order for additional quantity, at the same rate on mutual consent.
14	**INSPECTION TESTING AT SUPPLIERS WORKS :** BHEL reserves the right to inspect the material during manufacturing and also to get tested the material under dispatch from third party. The test results of third party test shall be final and binding on the vendor. BHEL will reserve the right to inspect/test the material during/after manufacturing at suppliers works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost. No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site. Each consignment will be accompanied by MDCC.
15	**REJECTION:** In case any material is found defective or unsuitable at our works/Site after supply, the same shall be subjected to test by third party and the result of the third party test shall be acceptable and binding to the vendor. In case the test results show that the material does not conform to the standards specified, the whole lot shall be rejected, taken back by the vendor and replaced by the acceptable material at vendor's cost. **Also the vendor is responsible for dismantling of the structures built by the cement which is rejected after the test results of third party.**

16	**RISK AND COST:** 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: Risk & Cost Amount= [(A-B) + (A x 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.** 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 ii). Let the value of executed work / supply till the time of termination of contract= X 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 iv). Delay in executed work / supply attributable to contractor i.e. $T2=[1-(X/Y)] \times T1$ 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. The following sequence shall be applicable for recoveries from contractor/ supplier on whom Risk & Cost has been invoked, after informing the Contractor/Supplier of the total proposed recovery: a) Dues available in the form of Bills payable to contractor/ supplier, SD, BGs against the same contract. 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. c) If contractor/ supplier fails to deposit the balance Risk & Cost amount as per (b) above within the period as prescribed in demand notice, following action shall be taken for balance recovery: i). Dues payable to contractor/ supplier against other contracts in PSNR/BHEL shall be considered for recovery. 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. iii). In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor/supplier.
17	**GUARANTEE** 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.

18	**TERMINATION OF CONTRACT** If at any time during the currency of the order, BHEL comes to conclusion that the tenderer is not discharging his obligations according to the terms of this contract, then BHEL will be at liberty to terminate the contract after giving 07 days NOTICE BY Regd. A.D. post and the tenderer shall comply with the requirement of such notice.
19	**PACKING & DELIVERY:** • **90% to 100% material may be delivered in bulkers by the supplier itself or by authorized transporters of the supplier.** • **Limited to maximum 10% of the total ordered quantity material , if required, should by delivered in original manufacturer's tamper proof sealed packing by the supplier itself or by authorized transporters of the supplier. In that case , packing shall be in non-returnable 50 kg bags only.** • **However the percentages may vary according to the requirement at site , at the discretion of BHEL.**
20	**LIQUIDATED DAMAGE (LD) :** Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods s 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. 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 Based on delivery conditions, following LD clauses shall be operated a) LD shall be 0.5% of the total order value per week of delay or part there of subject to a maximum of 10% of the total order value. b) 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 c) In case of any amendment/revision, the LD shall be linked to the amended/revised PO value
21	The quotation should be **firm at least for a period of 06 (Six)** months from the tender due date of submission (extended, if any). **Price Variation Clause will not be entertained.** The period mentioned is only tentative.

Note :

01. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in 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-C: SPECIAL CONDITIONS OF CONTRACT

1) **The CEMENT supplied Shall be ORDINARY PORTLAND CEMENT (OPC) with C3A Content 5% to 8% shall be Supplied. The Grade of Cement shall be 43 Confirming to IS 269:2015**
2) The quantity mentioned in the tender is indicative and contractor shall supply +10% of the quantity if required by BHEL for which rates shall remain unchanged.
3) 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 by 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) BHEL reserves the right to split the order between L1 and another qualified bidder who accepts the L1 Price excluding the H1 (except in the case of only two qualified bidders being available) bidder. Splitting shall be on around 70:30 basis after getting L2/L3/L4 .... but except H1 (except in the case of only two qualified bidders being available) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case of only two qualified bidders being available BHEL reserves the right of splitting on around 70% of quantity shall be on L1 bidder and 30% on next qualified bidder subject to acceptance of L1 price
   a. If bidder quote is found to be same, BHEL will request L1 bidders to submit discounted price in a close bid. Following which 70 % award shall be done to the new L1 bidder and 30 % to the L2 bidder matching price of the L1 bidder. In case L2 bidder does not agree to match price of New L1 bidders, 70 % of quantity shall be awarded to the new L1 bidder and 30 % of quantity shall be offered to match L1 price to the next lowest bidder in the order of competitiveness (i.e., L3, L4 and so on till H1 in that order)
   b. In case, L1 discounted prices are similar, BHEL shall call the bidders and L1 bidder shall be finalised based on Lottery. First pick shall be awarded with the 70% quantity and second pick with the 30% quantity.
5) Despatch clearance of required quantity of cement would be given by BHEL site. Complete delivery of the MDCC quantity should be made at site within 30 days from date of despatch clearance (MDCC). Timely delivery being essence of contract, vendor shall have to ensure the mdcc quantity to reach site within 30 days of issuance of the same by site. Bidders are requested to take a note of the same to ensure timely availability of desired bulk quantity. LD shall be applicable thereafter i.e after 30 days of MDCC.
6) 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 BHEL 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 to BHEL. Guarantee Certificate to be furnished.
7) **SITE TEST** - Site test of cement shall be conducted as per BHEL/customer's field quality plan, BHEL reserves the right to conduct necessary test at vendor's works if required for confirmation of quality of cement.
8) The representative of the vendor should be available at Udangudi 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.
9) BHEL reserve the right to cancel the order in case of delay in delivery of cement by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on the other bidder who has taken part in this tender. Subject to his compliance of procedures of BHEL in terms of price.
10) The Unloading of material will be done by BHEL in a reasonable time at site.
11) Quality of cement is associated with shelf life. Shelf life of supplied cement should not exceed the limit as per IS-specification taking into consideration the date of manufacturing, transit time and use of cement at site within 8 weeks from the date of receipt at site. Bidder shall ensure supply of cement at site accordingly.
12) Quoted rate shall include transportation to site. Responsibility of delivering cement to the project site lies with the Cement supplier. Necessary transit insurance, other statutory certifications, etc. to be taken by the supplier.
13). Weighing of the consignment shall be done through automatic weigh bridge as indicated by BHEL/Site. Variation/tolerance up to ±10 Kg is acceptable.

PART-D **Terms & Conditions of Reverse Auction**

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

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

ANNEXURE-II

MONTHLY CEMENT REQUIREMENT FOR 2x660MW UDANGUDI TPP

SL. NO.	MONTH	QUANTITY OF CEMENT FOR OPC Gr-43 as per IS 269:2015 (in MT)
1.	MONTH-1	3000
2.	MONTH-2	3000
3.	MONTH-3	3000
4.	MONTH-4	3000
5	MONTH-5	3000
6	MONTH-6	3000
	TOTAL	18000 MT

PART-E

ANNEXURE-I

(Declaration to be furnished by bidder)

NO DEVIATION CERTIFICATE

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

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

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

Price submitted shall be valid for (i) Order within 90 days from the date of opening of price bid and (ii) till the supply of full quantity against MDCCs issued within tentative delivery schedule as mentioned. This will be further limited to quantity as mentioned in tender +10%.

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

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

(Signature of Bidder with seal)

Date :

PART-F - TECHNO COMMERCIAL

Sl.No	DESCRIPTION	MANDATORY Vendor Acceptance / 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 18000 MT of ORDINARY PORTLAND CEMENT (OPC) with C3A Content 5% to 8% shall be Supplied. The Grade of Cement shall be 43 Confirming to IS 269:2015 on FOR Destination UPPUR Site as per Tender Terms and Conditions.	
4	Comply to include Packing & forwarding charges, Freight and Insurance Charges if any, in Basic Price Per MT	
5	Comply the Tender Condition - BHEL reserves the right to split the order between L1 and another qualified bidder who accepts the L1 Price excluding the H1 (except in the case of only two qualified bidders being available) bidder. Splitting shall be on around 70:30 basis after getting L2/L3/L4 .... but except H1 (except in the case of only two qualified bidders being available) bidders acceptance of the counter offered L1 price. Sequence of counter offer shall be as per their respective ranking. In case of only two qualified bidders being available BHEL reserves the right of splitting on around 70% of quantity shall be on L1 bidder and 30% on next qualified bidder subject to acceptance of L1 price. a. If bidder quote is found to be same, BHEL will request L1 bidders to submit discounted price in a close bid. Following which 70 % award shall be done to the new L1 bidder and 30 % to the L2 bidder matching price of the L1 bidder. In case L2 bidder does not agree to match price of New L1 bidders, 70 % of quantity shall be awarded to the new L1 bidder and 30 % of quantity shall be offered to match L1 price to the next lowest bidder in the order of competitiveness (i.e., L3, L4 and so on till H1 in that order) b. In case, L1 discounted prices are similar, BHEL shall call the bidders and L1 bidder shall be finalised based on Lottery. First pick shall be awarded with the 70% quantity and second pick with the 30% quantity.	
6	The Offer should be firm at least for a period of 06 (Six) months from the tender due date of submission (extended, if any). Price Variation Clause will not be entertained. The period mentioned is only tentative.	
7	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 +10%. The rates quoted shall be firm during the entire duration of the contract i.e. till the supply of full ordered quantity.	
8	NODEVIATION CERTIFICATE in Letter Head (Same to be Attached In Attachment Section).	
9	LIST OF PQR (PRE-QUALIFYING) Documents with all Credentials (Same to be attached in attachment section)	

(Signature of Bidder with seal)

Date :

PART-F - TECHNO COMMERCIAL

10	Comply to Furnish QAP Quality Plan Documents (Same to be attached in attachment section)	
11	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).	
12	Comply to Furnish Scanned Copy of Power of Attorney document mentioned with Tender Number / date in Judicial Stamp paper and Notarised.	
13	Comply to Furnish Scanned Copy of Scanned copy of duly filled in Integrity Pact (IP) document as in Annexure-I & IA.	
14	Whether falling under MSME category (Proof to be attached in attachment section)	
15	Comply to BHEL Payment Terms as per Tender	
16	Comply to General Conditions of contract (GCC)	
17	Comply to Special Conditions of contract (SCC)	
18	Comply to Participate in Reverse Auction / contact Details	
19	GST Registration No & details (same to be attached in attachment section).	

(Signature of Bidder with seal)

Date :

PART-G Unpriced Rate schedule

SL.NO	DESCRIPTION	Qty in MT (A)	RATE/ Unit (B)	Amount (Rs) C=(A*B)	GST (%) D	Total GST (Rs) E	FOR DESTINATION PRICE F= (C+F)	NET OF GST PRICE G=(F-E)
01	Supply of ORDINARY PORTLAND CEMENT (OPC) with C3A Content 5% to 8% shall be Supplied. The Grade of Cement shall be 43 Confirming to IS 269:2015 on FOR Destination UPPUR Site as per Tender Terms and Conditions	18000	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED

Authorized Signature & Office Seal / Date