Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector – Southern Region
690- Anna Salai, Nandanam, Chennai- 600 035
Phone: 044 24342458 / 2828 6769 / 6874 / 6875,
Fax: Email: narayanan@bhel.in; sprabhu@bhel.in; hena@bhel.in; selvanm@bhel.in

Tender document no: ENQ 20 PS 0005 PUR 12 Date: 31/07/2020

SUB: Tender Document for Supply of 2800 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 STATION, VALAMAVOOR, 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 2800 MT of ORDINARY PORTLAND CEMENT (OPC) GR- 43 as per IS 269:2015, to BHEL Site OFFICE, 2X800MW UPPUR THERMAL POWER STATION, VALAMAVOOR, 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.

Material required by 22.08.2020 or total quantity to be delivered within 2 months from PO which ever date is later. However, material shall be delivered with 30 days from the date of receipt of MDCC issued by the site (refer Sl no 4 of SCC (part-c)). Total required Quantity is as per NIT. The period mentioned is only tentative. Quantity may vary to the extent of **+** 10% on aforesaid quantity, for which rates shall remain unchanged.

Please find enclosed tender documents as per following details:

Tender document no: *ENQ 20 PS 0005 PUR 12 Dt: 31/07/2020* 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 07/08/2020 15.00 hrs

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

- Mr. Swapnil Hamilton, Support Executive, Ph: +91 (79)68136867, e-mail ID: swapnil.h@eptl.in
- Himanshi k , Support Executive, +91 (79)68136809, himanshi.k@eptl.in
- Mr. Ankur Bhatt, Support Executive, Ph: +91 7940270590, e-mail ID: ankur.bhatt@eptl.in
- Mr. Hemangi Patel, Support Executive, Ph: +91 (79)68136862 e-mail ID: hemangi@eptl.in
- Mr. Nandan Valera , Support Executive, Ph: +91 (79)68136850, e-mail ID: nandan.v@eptl.in
- Mr. Jayesh Trivedi, Support Executive, Ph: : +91 (79)68136819, e-mail ID: Jayesh.t@eptl.in
- Mr. Dharam Rathod,. Manager – Implementation & Support, Ph: +91 7940270596 / 9374519754., e-mail ID: dharam@eptl.in
- Mr. Pradip Parmar, Sr Manager – Implementation & Support, Ph: +91 7940270576 / 9998305442, email ID: devang@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. (**Mandatory**. To be attached in Attachment section. Vendor maybe liable to be rejected if not submitted) (b). Scanned copy of duly filled in Integrity Pact (IP) document – **Not applicable** (not required to be submitted**).** (c) Authorization Letter **(in letter head)** (d) Covering letter of offer **(in letter head)** 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** (Mandatory. To be attached in Attachment section. Vendor maybe liable to be rejected if not submitted).
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.

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

3. BHEL reserves the right to split the order between Ll and another qualified bidder who accepts the Ll Price excluding the Hl {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 Hl {except in the case of only two qualified bidders being available) bidder's acceptance of the counter offered Ll 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 Ll bidder and 30% on next qualified bidder subject to acceptance of Ll price.

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.

Following which 70 % award shall be done to the new Ll bidder and 30 % to theL2 bidder atching price of the Ll bidder. In case L2 bidder does not agree to match price of New Ll 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).

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 - 33AAACB4146P2ZL
ADDRESS – BHEL Site OFFICE, 2X800MW UPPUR THERMAL POWER STATION, VALAMAVOOR, RAMANATHAPURAM DISTRICT, TAMIL NADU- 623531

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 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 28/07/2020, 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 is not applicable. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for placement of order. Order shall be placed on the Lowest bidder as per conditions specified in special conditions of contract and elsewhere in the bid documents.

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. C*ertification for local supplier category as per latest Government circular shall be provided and uploaded in Attachment section*.

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 → 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 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	NARAYANAN.S (MANAGER / Purchase) 044 – 28286769 / +91 9491073783 HENA EBEN (DGM/purchase) 044 - 24342458 / 28286874 /+919444117017 S. PRABHU KUMAR (SDGM/Purchase) 044- 28286765 / +919844445680
	FAX no	044-24328516
	E-mail	narayanan@bhel.in hena@bhel.in sprabhu@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 e-Mail : Bhel.Support@abcProcure.com

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: <u>Declaration by Authorised Signatory</u>

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 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

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 – A: PRE QUALIFICATION CRITERIA

Pre-Qualification Requirements (PQR) For Cement Tender at 2 x 800 MW UPPUR

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 (like LR, Invoice, Way Bill etc.). of cement against the same Purchase Order.

B Financial Turnover: ___

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

C Customer Approval: Applicable

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

D 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 as per tender to conditions.

PART – B: GENERAL CONDITIONS OF CONTRACT (GCC)

Sl.no	BHEL STANDARD TERMS
1	Our requirement is for use at BHEL Site office, (refer NIT for site office location) Quantity: As per NIT 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 15-00 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 02 (Two) Months from the date of receipt of PO. Total required Quantity is as per NIT 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 STATION, VALAMAVOOR, RAMANATHAPURAM DISTRICT, TAMIL NADU- 623531 on 'F.O.R' Site Basis.
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)] x 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 PSSR/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 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.

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

SPECIAL CONDITIONS OF CONTRACT

SUB: Tender Document for Supply of Ordinary Portland Cement (OPC) GR- 43 as per 1S:269: 2015 to 2 x 800 MW Uppur Thermal Power Plant.

1. Ordinary Portland cement with C3A content 5% to 8% shall be Supplied. Grade of cement shall be 43 conforming to IS: 269:2015.

2. 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.

3. 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) bidder's 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. 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.

   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).

4. 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. It shall be applicable thereafter i.e after 30 days of MDCC.

5. 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.

6. 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.

7. The representative of the vendor should be available at Uppur 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 adequate quantity of cement at the test location for carrying out cement test and design mix of concrete (till establishing the design mix), as per requirement of BHEL. The quantity of such cement shall be as per recommendation/ requirement of testing laboratories finalized by BHEL site or as per recommendation of BHEL Engineer-in charge.

8. BHEL reserves 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.

9. The unloading of material will be done by BHEL in a reasonable time at site.

10. Quality of cement is associated with shelf life. Shelf life of supplied cement should not exceed the limit as per IS-specification taking into consideration the date of manufacturing, transit time and use of cement at site within 8 weeks from the date of receipt at site. Bidder shall ensure supply of cement at site accordingly.

11. 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 care by the supplier.

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

13. Guarantee certificate, Material Test Certificate are to be furnished.

14. BHEL reserves the right to short close the purchase order at any point of time, at its own discretion, without assigning any reason for the same and the same shall be binding on the contractor. No compensation on this account shall be payable.

15. The quantities given in the tender are tentative and may change to any extent on minus side. The quoted rates shall remain firm irrespective of any such reduction in the quantities. No compensation shall be payable for the reduction of quantities. Further, the contractor shall supply +10% of the quantity, if required by BHEL, for which rates shall be firm and remain unchanged.

MONTHLY CEMENT REQUIREMENT FOR 2x800MW UPPUR TPP

SL. NO.	MONTH	QUANTITY OF CEMENT FOR OPC Gr-43 as per IS 269:2015 (in MT)
1.	MONTH-1	1400
2.	MONTH-2	1400
	TOTAL	2800 MT

PART-D TERMS & CONDITIONS OF REVERSE AUCTION – NOT APPLICABLE FOR THIS TENDER

<u>PART-E</u>

(Declaration to be furnished by bidder)

<u>NO DEVIATION CERTIFICATE</u>

We hereby confirm that all the terms & conditions of tender No. TENDER NO.: IND 20 PS 005 CIV 20 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. IND 20 PS 005 CIV 20 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 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 as per Tender Terms and Conditions of the NIT.	
4	Comply to include Packing & forwarding charges, Freight and Insurance Charges if any, in Basic Price Per MT	
5	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. 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."	
6	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.	
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	Comply for Weighing of the Consignment shall be done through Automatic Weighbridge as indicated by BHEL/Site, Variation/Tolerance upto ±10 Kg is allowed.	
9	NODEVIATION CERTIFICATE in Letter Head **(Same to be Attached In Attachment Section) - mandatory**	
10	LIST OF PQR (PRE-QUALIFYING) Documents with all Credentials **(Same to be attached in attachment section) - mandatory**	

(Signature of Bidder with seal)

Date :

PART-F - TECHNO COMMERCIAL

11	Comply to Furnish QAP Quality Plan Documents for Cement Plant (Same to be attached in attachment section)	
12	Comply to Furnish QP Quality Plan Documents for Cement (Same to be attached in attachment section)	
13	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).	
14	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) - **- mandatory (bids are liable to rejected if PoA is not submitted)**	
15	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) – **Not applicable (need not be submitted)**	
16	Whether falling under MSME category (Proof to be attached in attachment section) - **- mandatory to be specify**	
17	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 **(mandatory)**.	
18	Comply to BHEL Payment Terms as per Tender	
19	Comply to General Conditions of contract (GCC)	
20	Comply to Special Conditions of contract (SCC)	
21	Comply to Participate in Reverse Auction / contact Details – **Not applicable (need not be submitted)**	
22	GST Registration No & details (same to be attached in attachment section).	
23	Authorised Contact Person Name , Mob No etc	

(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 and NIT	2800	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED

Authorized Signature & Office Seal / Date