

MAY 7, 2019

TENDER ENQUIRY NO. 1907017

SUPPLY OF 2,500MT±10% ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS: 269 THROUGH RAILWAY-RAKES TO BHURKUNDA RAILWAY RAKE POINT ON 'F.O.R.' DESTINATION BASIS FOR SUPPLIES PERTAINING TO 3X800MW, PVUNL PATRATU, DISTRICT-RAMGARH, JHARKHAND.

VOLUME – IA (TECHNICAL BID)

VOLUME-I CONSISTS OF

- Notice Inviting Tender,
- Volume-IA : Technical Conditions of Contract,
 - Techno-Commercial Compliance Formats
- Volume-IB : General conditions of Contract,

VOLUME-II CONSISTS OF:

- Price Bid



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
POWER SECTOR - WESTERN REGION
345-KINGSWAY, NAGPUR-440 001

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Chapter-I - Notice Inviting Tender (NIT)**VOLUME – IA: TECHNICAL BID**E - Tender No: 1907017 Date **07-05-2019** comprising of following:

Salient Details of NIT		
S. No.	Issue	Description
1.	Job	Supply of 2,500MT±10% Ordinary Portland Cement (OPC) Gr-43 as per IS: 269 through Railway-Rakes to Bhurkunda Railway Rake point on 'F.O.R.' destination basis for supplies pertaining to 3x800MW, PVUNL Patratu, District- Ramgarh, Jharkhand
2.	E - Tender No	1907017
3.	Details of Tender Document	
3.1	Volume _ I A	Technical Bid – (Pre-Qualification Criteria & Technical Specification)
3.2	Volume _ I B	General Conditions of the Contract (SCC)
3.3	Volume _ I C	Techno-Comml - Compliance – Patratu, Jharkhand
3.4	Volume _II	Price Schedule
4.	Issue of Tender Documents	From BHEL website (www.bhel.com) (Tender documents will be available for downloading from BHEL website till due date of submission)
5.	Due Date Of Offer Submission	Date: 14-05-2019 Time: 15:00 hrs <i>Offer to be submitted by email only.</i> (Bidders are requested to visit BHEL website to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).
6.	Opening of Tender (Techno-Commercial Bid)	Date : 14-05-2019 Time : 15:15 Hrs
7.	Cost of Tender	Not Applicable

Chapter-I - Notice Inviting Tender (NIT)

Salient Details of NIT		
8.	Schedule Of Pre-Bid Discussion	Not Applicable
9.	Last Date of Seeking Clarification	13-05-2019 <i>Along with soft version also, addressing to undersigned & to others as per contact address given below.</i> <i>Bidders may consider to seek clarifications by email</i>
10.	Integrity Pact & Details of Independent External Monitor (IEM)	Not Applicable As per Annexure – I (Integrity Pact)
11.	Latest Updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendum(s) and not in the newspapers. Bidders to keep themselves updated with all such information

- 1.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.**

2.0 Procedure for Tender Submission

- A. Bidder has to submit their offer through **E-mail** at said email ids only. The e-mail shall be addressed to following mail ids
- I. anilkyadav@bhel.in
 - II. kabhi@bhel.in
 - III. gopalt@bhel.in
 - IV. sk@bhel.in
 - V. prchiwarkar@bhel.in
- B. Bidder shall submit the following documents (separately) through Email as part of their offer on or before the due date & time:

Chapter-I - Notice Inviting Tender (NIT)

- a) "No Deviation Certificate" as their acceptance to all terms and conditions of the tender,
- b) Password Protected 'Price Bid' as per the format given in Volume II 'Price Bid'.
- c) 'Volume -IA-Technical Bid' duly signed by authorized representative.
- d) 'Volume -IB GCC' duly signed by authorized representative.
- e) Techno-Commercial Compliance cum Checklist (Part of Volume-IA)
- f) Other Forms & Declarations.
- g) Copy of PAN and GST registration.
- h) Documents in support of PQR-A & PQR-B.

C. Duly signed and stamped Password Protected Price bid shall be submitted in 'pdf file in Adobe version 5.0 or above' with password protection and it shall be sent by e-mail as indicated above. Password of the protected file shall be declared by the bidder upon specific request of BHEL at the specified time to be informed later.

- 3.0 No Deviation with respect to tender clauses and no additional clauses/ suggestions/ clarification in Techno-commercial bid/ Price bid shall normally be considered by BHEL. Bidders are requested to positively comply with the same.
- 4.0 BHEL reserve the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD). However, BHEL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
- 5.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above.
- 6.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 7.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

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- 8.0 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, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 9.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD, if any.
- 10.0 Bidders shall submit Integrity Pact Agreement (Duly ~~digitally~~ signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. Detail of Independent External Monitor (IEM) for the subject tender is furnished above.
- 11.0 The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of evaluation on pre-qualification criteria/ techno-commercial bids, approval/ acceptance of customer (as applicable), etc. BHEL's decision in this regard shall be final & binding. BHEL also reserve the right to reject bidder with unsatisfactory past performance in execution of a contract. BHEL reserves the right not to consider offers of parties under HOLD. BHEL's decision in this regard shall be final & binding.
- 12.0 Tenders must adhere to all volumes of tender and quote accordingly. Any terms & conditions not covered in SCC, will be governed by GCC.
- 13.0 Validity of the offer shall be for three months from the latest due date of offer submission or specified otherwise in GCC/SCC of tender.
- 14.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction. However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 16.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.

Chapter-I - Notice Inviting Tender (NIT)

- 17.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 18.0 The bidder shall submit/upload documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory (~~through Digital Signature~~), as per the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 19.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 20.0 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:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid – Volume - II
 - d. Techno-Comml – Compliance – Volume - I C
 - e. Technical Conditions of Contract (TCC) - Volume- I A
 - f. General Conditions of Contract (GCC) - Volume- I B

It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.

For BHARAT HEAVY ELECTRICALS LTD
(AGM Pur)

Chapter-II – Important Information

IMPORTANT INFORMATIONS

All correspondences regarding this tender shall be addressed to AGM / PURCHASE BHEL PSWR through BHEL e-procurement portal only. Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

- ❖ AGM, Purchase, Email id: prchiwarkar@bhel.in, Ph: +91 – 712 – 3048 633
- ❖ Dy. Manager, Purchase, Email: sk@bhel.in, Ph: +91 – 712 – 3048 635
- ❖ Dy. Manager, Purchase, Email: rajivkumar@bhel.in, Ph: +91-712-3048 717
- ❖ Sr. Engineer, Purchase, Email id: kabhi@bhel.in, Ph: +91 – 712 – 3048 704
- ❖ Dy. Engineer, Purchase, Email id: arti.hote@bhel.in, Ph: +91 – 712 – 3048 636

1. Guidelines for Suspension of Business Dealings with Suppliers/ Contractors

The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

1.0 Integrity commitment, performance of the contract and punitive action thereof:

1.1 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.

1.2 Commitment by Bidder/ Supplier/ Contractor:

- 1.2.1 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.
- 1.2.2 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.
- 1.2.3 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.

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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.

Suspension of Business Dealings

- ❖ It may please be noted that guidelines/rules in respect of suspension of business dealings', 'Vendor evaluation format' etc may undergo change from time to time and the latest one shall be followed.
- ❖ The offers of the bidders who are on the banned list as also the offer of the bidders, who engage 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 - List of Banned Firms).
- ❖ Abridged version of the extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has been uploaded on www.bhel.com on "supplier registration page" at the following link: http://www.bhel.com/vendor_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf

2. All Statutory Requirements as applicable for this project shall be complied with

3. BHEL Fraud Prevention Policy

"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 so on as it comes to their notice."

4. The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to take part in future tenders of BHEL

5. **Earnest Money Deposit (EMD):** Not Applicable

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Refundable, Non-interest bearing Earnest Money Deposit (EMD) of ~~Rs. 2,00,000/- (Rupees Two Lakhs only)~~ is applicable for this Enquiry. EMD can be deposited in any one of the following methods along with the technical bid, failing which bidder's offer is liable for rejection.

Modes of Deposit

- ❖—Cash Deposit as permissible under the extant Income Tax Act (before tender opening)
- ❖—Banker's Cheque/ Pay Order/ Demand Draft, in favour of Bharat Heavy Electricals Ltd, payable at Nagpur (along with offer)
- ❖—Electronic Fund Transfer credited in BHEL PSWR, Nagpur account (before tender opening); Bank account details of BHEL PSWR is cited below for EMD remittance purpose

Name of the company	Bharat Heavy Electricals Ltd
Address of the company	Shree Mohini Complex 345, Kingsway, Nagpur – 440001
Name of Bank	State Bank Of India
Name of Bank Branch and Branch Code	SBI, Kingsway Branch, Branch Code-00432
City	Nagpur
Account number	31380025872
Account type	Current A/C
IFSC code of the bank branch	SBIN0000432
MICR code of the bank branch	440002002

- ❖—No other form of EMD remittance shall be acceptable to BHEL.

Procedure for Earnest Money Deposit		
Mode of Submission	Proof of EMD along with the offer	Submission of EMD to BHEL PSWR
❖—DD/Pay Order	Scan Copy has to be uploaded in E-Portal	Original DD/ Pay Order to be couriered to BHEL PSWR, Nagpur before tender opening
❖—EFT	Receipt of Amount Transferred to BHEL Account	
❖—Cash	Receipt of cash deposit at BHEL office	

Proof of Demand Draft/ Pay Order or receipt of Electronic Fund Transfer duly **digitally** signed is to be uploaded with the Techno Commercial offer **on e-tender portal <https://bhel.abcpocure.com>**.

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~~In case, bidder wishes to furnish EMD in Demand Draft/ Pay Order mode, Original Demand Draft/ Pay Order shall be sent to the officer inviting tender within a reasonable time failing which the offer is liable to be rejected.~~

~~EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award / LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Performance Bank Guarantee (PBG) or Contract Execution Bank Guarantee (CEBG), as the case may be.~~

~~EMD by the Tenderer will be forfeited as per NIT conditions, if after opening and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.~~

~~EMD by the tenderer shall be withheld in case any action on the tenderer is envisaged under the provisions of extant “Guidelines on Suspension of business dealings with suppliers/ contractors” and forfeited/ released based on the action as determined under these extant guidelines.~~

6. Performance / Contract Execution Bank Guarantee : **Not Applicable**

~~Where ever so required, the Supplier shall arrange to provide a Performance/ Contract Execution bank guarantee (PBG/ CEBG). The indigenous suppliers have to provide the PBG/ CEBG from any one of the Nationalized Banks, listed in the tender terms. However, the PBG/CEBG shall be confirmed by any of the Bankers listed by us. The PBG/CEBG shall guarantee the performance of the equipment / materials / items supplied and shall cover the guarantee period. The PBG/ CEBG shall have a claim period of 3 months in addition to the guarantee period. In the event of failure of the supplies made within the guarantee period, BHEL would encash the entire PBG. The PBG shall be for a value of 10% of the Purchase order.~~

~~The supplier (/s) has to get the PBG format (pre-printed) from BHEL and get the same stamped by the Banker. Change of PBG terms either by the supplier’s Banker or by the supplier, after servicing of the order is not acceptable. Similarly, PBG prepared by the supplier (typed by them) will also not be acceptable to BHEL. The pre-printed form issued by BHEL shall be used for making the PBG/CEBG.~~

~~Acceptance of Bank Guarantee (BG) / Performance Bank Guarantee issued by:~~

~~a. Any of the BHEL consortium bank listed below:~~

~~➤ **Nationalised Banks Nationalised Banks**~~

~~❖—Allahabad bank~~

~~❖—Andhra bank~~

~~❖—Bank of Baroda~~

~~❖—Canara Bank~~

~~❖—Corporation bank~~

~~❖—Central bank~~

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- ❖—Indian Bank
- ❖—Indian Overseas Bank
- ❖—Oriental bank of Commerce
- ❖—Punjab National Bank
- ❖—Punjab & Sindh Bank
- ❖—State Bank of India
- ❖—State Bank of Hyderabad
- ❖—Syndicate Bank
- ❖—State Bank of Travancore
- ❖—UCO Bank
- ❖—Union Bank of India
- ❖—United Bank of India
- ❖—Vijaya Bank

➤—Public Sector Banks

- ❖—IDBI

➤—Foreign banks

- ❖—CITI Bank N.A
- ❖—Deutsche Bank AG
- ❖—The Hongkong and Shanghai Banking Corporation Limited
- ❖—Standard Chartered Bank
- ❖—J P Morgan

➤—Private Banks

- ❖—Axis Bank
- ❖—The Federal Bank Limited
- ❖—HDFC
- ❖—Kotak Mahindra Bank
- ❖—ICICI
- ❖—Indusind Bank
- ❖—Yes Bank

- b. ~~Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that it is enforceable at Nagpur, Maharashtra~~
- c. ~~Any private sector banks, with a clause in the text of Bank Guarantee that it is enforceable by being presented at any branch of the bank~~

Note: ~~“Bank Guarantees issued by Co-operative Banks are not acceptable”.~~

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- d. ~~This PBG clause is a general clause and valid wherever BG (Bank Guarantee) / PBG (Performance Bank Guarantee) / CEBC (Contract Execution Bank Guarantee) is applicable~~

7. Reverse Auction Terms & Conditions

BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA (*as per format enclosed in Vol-IC Techno-commercial Compliance*). 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 envelope sealed price bid already submitted to BHEL along with the offer. The envelope 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 & 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 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"

Note:- In case the tender is an e-tender and bids are submitted on e-procurement portal of BHEL → <https://bheleps.buyjunction.in>, the term 'envelope sealed bid' to be read as "price bid in e-procurement portal".

8. MSE Vendors:

Chapter-II – Important Information

Micro & Small Enterprises (MSE) are exempted from Payment of Tender Fees (as in Sl No 1 viii of NIT) and Earnest Money deposit (EMD) (as in Sl No 1 vii of NIT)

To avail this benefit, 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 or Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro Small and Medium Enterprises.

MSE bidders can avail the above benefits only if they submit along with offer, attested copies of either **EM II** certificate having deemed validity (5 years from the date of issue of acknowledgement in EM II) or valid **NSIC certificate** or EM II certificate along with CA certificate (Format enclosed as per **MSE Annex** of NIT “Important Information”) applicable for the year, certifying quantum of investment in plant & machinery within the permissible limits as per the act for relevant status (Micro or Small) where the deemed validity will be the last date of technical bid submission.

Note: Non submission of said documents by bidders will lead to consideration of their bids at par with other bidders in terms of EMD & cost of tender.

Chapter-III – MSE Annexure**MSE Annex****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 on date _____ as per MSMED Act 2006 is as follows:

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

Rs _____ Lakhs

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 _____ Lakhs

The above investment of Rs _____ Lakhs is within permissible limit of Rs _____ Lakhs for _____ Micro / 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

Chapter-IV – Pre-Qualification Requirement (PQR)

Pre-Qualification Criteria

Bidder shall essentially meet all the Qualifying Requirements as cited below:-

A Technical

A.1) Bidder should be a manufacturer of Ordinary Portland Cement (OPC) GR-43 as per IS: 269. Valid BIS certificate shall be furnished by bidder.

And

A.2) Bidder should have experience of supplying cement (Ordinary Portland Cement (OPC) GR-43 as per IS: 269) 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 proof of supply of cement against the same Purchase Order.

B Financial Turnover

Bidders must have achieved an average annual financial turnover (Audited) of **Rs. 114 Lakhs** or more, over the last three Financial Years (FY) i.e. '2015-2016, 2016-2017 & 2017-2018'.

C Customer Approval

- ❖ The names of those bidders who stand qualified after compliance of criteria A to B of above shall be forwarded to customer for their approval.
- ❖ The Price Bids of bidders who are approved by customer shall be opened and considered for further evaluation.

D Price Bid Opening

- ❖ Price bids of those bidders who stand qualified subsequent to the compliance of PQR criteria A, B and C shall be opened.

Chapter-IV – Pre-Qualification Requirement (PQR)

Explanatory Notes for PQR

- i. 'Supplied' in QR - A means bidder should have achieved the criteria specified in the QR-A even if the total contract has not been completed or closed and bidder shall furnish relevant documents against the above PQRs inclusive of Purchase order (wherein PO no., date, PO Value etc. is legible) along with ***proof of supply (i.e. - Copy of Invoices / LR Copies/ Completion Certificate/ Store Receipt Vouchers/ Payment Advice etc.)*** in the respective attachments in their offer in support of PQR.
- ii. Latest date of offer submission (considering all tender extensions, if any) shall be reckoned as the date of Part-I opening and this date shall be considered for the evaluation of credential thus submitted for PQR-A.
- iii. Bidder to submit Audited Balance Sheet and Profit and Loss Account Statement for the respective years as indicated against Financial Turnover QR above along with all annexures.
- iv. In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
- v. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
- vi. Consortium bidding is not allowed.
- vii. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.
- viii. **Credentials furnished by the bidder against "PRE QUALIFYING CRITERIA" shall be verified from the issuing authority for its authenticity. In case, any credential (s) is/are found to be spurious, offer of the bidder is liable to be rejected and BHEL reserves the right to initiate any further action as per its internal guidelines.**

Chapter-V – Techno-Commercial Terms & Conditions

A. Part – I (Technical)

1. Product quoted by bidder must meet the technical specification mentioned.

2. **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 the materials at his own cost.

No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.

3. 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.
4. 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 and the test results of third party 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 to replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication.
5. **Site Test** –
Site test for Cement shall be conducted as per BHEL/Customer's field quality plan however BHEL also reserves the right to conduct necessary test at vendor's works, if required.
6. The representative of the vendor should be available at 3X800MW, PVUNL Patrattu, District-Ramgarh, Jharkhand whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per IS codes.

Chapter-V – Techno-Commercial Terms & Conditions

B. Part – II (Commercial)

1. Total Requirement:

- 1.1 2,500 MT ($\pm 10\%$) to be supplied through original manufacturer's tamper proof sealed packing in non-returnable **50 kg bags only (through Railway-Rakes only)**.

Note:

- ❖ **Offers other than Rail mode shall be rejected.**
- ❖ **Complete Railway Rake shall be loaded with BHEL requirements only.**

2. Ordering Philosophy

100% of order quantity shall be ordered on the L1 vendor.

3. Tenders beyond the scheduled due time cannot be submitted by the bidders in the e-procurement portal.
4. Offer must be submitted in **Two-Part Bid only** i.e. techno-commercial bid and price bid separately. Single bid offer shall be liable for rejection.
5. No Consortium bidding is allowed for the subject tender.
6. Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
7. **Price:** Bidders should quote the prices as specified in the Volume – II - Price Bid
8. **Evaluation criteria:**
- 8.1 Price bids of the techno-commercially acceptable offers shall be opened for Price Evaluation.
- 8.2 Tenders will be evaluated on the basis of delivered cost, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc. (i.e. Credit of GST)
9. **Validity of Purchase Order (P.O.):** The validity of the Purchase Order will be for **60 Days** from the date of issuance of P.O '**OR**' the complete delivery of cement tonnage (as mentioned in the PO), **whichever is earlier.**
10. **Validity of Price:** Price submitted shall be valid for (a) **60 Days** from the date of opening of technical bid for the finalization of the tendering processes **and** (b) till the supply of full quantity of cement against MDCC's (Material Dispatch Clearance Certificate) issued by BHEL site within the validity of the purchase order. Price Variation Clause (PVC) is not applicable against this tender enquiry.
11. **Delivery Terms:** Suppliers shall quote the rates on F.O.R. Destination basis only. Offers other than F.O.R. Destination Basis will not be accepted by BHEL.

Chapter-V – Techno-Commercial Terms & Conditions

Destination is **Bhurkhunda Railway Rake point** (nearest Railway-Rake unloading location from PUVNL Patraru project site). The station code is BHKD.

Unloading is in scope of BHEL. Transportation of material from Bhurkhunda Rake point, to 3X800MW, PVUNL Patraru, District- Ramgarh, Jharkhand is in scope of BHEL.

12. **Delivery Schedule:**

Cement shall be delivered to site within 30 Days from the date of receipt of Material Dispatch Clearance Certificate (MDCC) issued from Site. Supply shall be in line with the respective MDCC. Entire ordered quantity shall be supplied to BHEL site at the ordered rate as mentioned in the P.O. The tentative supply of cement to site may commence from **end of May'2019** onwards.

However actual month-wise requirement may vary based on site requirements and it shall be regulated through MDCC. Each consignment shall be accompanied by BHEL MDCC.

Delivery is the essence of the contract for BHEL. Offer deviating delivery schedule may be liable for rejection.

13. **Delivery Mode:** Through **Railway Rake only**. One the material is loaded in the Railway Rakes, vendor shall intimate BHEL. In case of failure to communicate the details wrt Rake dispatches to BHEL appropriately, demurrages & wharfage (if any) shall be to Supplier's account. This condition is not deviate-able and is binding on the vendor.

14. **Delivery Medium:**

- a. **2,500 MT ($\pm$ 10%)** Cement shall be delivered at destination through original manufacturer's temper proof sealed packing in non-returnable **50 kg bags** in line with the MDCC (Material Dispatch Clearance Certificate) issued by the Site.

15. **Weighment:** BHEL or BHEL approved third party weighment shall be final and payment will be done accordingly. Variation in weights will be governed by **IS 269**.

16. **Transit Insurance:** Transit insurance from supplier's works/warehouse to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier

17. **Payment Terms:**

- ❖ 90% F.O.R. price excluding GST (on 100% F.O.R value) shall be released within 30 days after receipt & acceptance of material at site and submission of following documents: -

- a) GST Complaint Invoice (1 Original + 2 copies)
b) Copy of Intimation to Insurance Company

Chapter-V – Techno-Commercial Terms & Conditions

- c) Copy of Material Dispatch Clearance Certificate issued by BHEL site.
 - d) Copy of manufacturer's test result in original showing compressive strength of 3 days results accepted by BHEL/Site
 - e) Guarantee Certificate.
 - ❖ Applicable GST (on 100% F.O.R value) shall be released upon compliance of following documents:
 - a) Vendor has declared such Invoice in their GSTR-1 & has paid the tax to the Government by filing GSTR-3B or any other return/form for payment of tax so that Vendor's invoice details appear in BHEL's GSTR-2A. Payment may not be released if above is not complied & invoice details do not appear in BHEL's GSTR-2A.
 - ❖ Balance 10% F.O.R. price excluding GST payment shall be released within 30 days on submission of following documents: -
 - a) Copy of Invoice in triplicate along with Delivery challan.
 - b) Copy of Store Receipt Voucher
 - c) Copy of manufacturer's test result in original showing compressive strength of 7 & 28 days results accepted by BHEL/Site.
 - d) Last 10% percentage payment will be released only after confirmation of full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered for the Final Payment/ Retention.
 - ❖ Paying Authority shall be **Construction Manager, 3X800MW, PVUNL Patratu, District-Ramgarh, Jharkhand.**
18. For any deviation sought in Payment terms by bidder w.r.t. payment term, following loading shall be followed during evaluation of price bids:
- ❖ Base rate of State Bank of India (SBI) (as applicable on the date of bid opening; Techno-commercial bid opening in case of two part bids) + 6%; shall be considered for loading for the period of relaxation sought by bidders.
19. **Liquidated Damages/Penalty:**
- ❖ LD shall be 0.5% per week or part thereof the total value of undelivered portion of the material for which Material Dispatch Clearance Certificate (MDCC) has been issued by BHEL subject to a maximum of 10% of the total purchase order value.
 - ❖ In case bidder is not accepting the penalty clause for delayed supply, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder during price bid evaluation.

Chapter-V – Techno-Commercial Terms & Conditions

20. BHEL reserve the right to cancel the Contract 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.
21. **Short Closure**: BHEL may short close the contract at any stage without assigning any reasons.

Chapter-VI – Instructions for filling the Price Bid

1. Packaging and Forwarding charges shall be included in the Cost/MT.

Per MT freight charges shall be quoted separately in Vol-II Price bid.

2. Transit Insurance is in the scope of BHEL.
3. Prices to be quoted in INR only (Volume-II). Price bids shall be duly filled and ~~digitally~~ signed.
4. Bidder must quote the price elements mentioned in price schedule, if any element left blank shall be construed as the price is included in all inclusive F.O.R. price.
5. Bidder shall fill the rates only in the Price format given by BHEL in Volume - II. Other papers or documents along with the price bid inscribing the rates of material shall be liable for rejection.

Chapter-VII – Offer Forwarding Letter / Tender Submission Letter**Offer Forwarding Letter / Tender Submission Letter**

Offer Reference _____ **dt.** _____

I/We hereby offer to carry out the work detailed in the Tender Enquiry issued by Bharat Heavy Electricals Limited, Power Sector-Western Region, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. General Conditions of Contract

I/We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

SIGNATURE OF TENDERER

Chapter-VIII – Techno-Commercial Compliance cum Checklist

<u>Techno-Commercial Compliance cum Checklist</u>		
Bidder/ Firm Name		
Bidder Address		
Single point Contact Person:		
Email Id(s):		
Mobile No.(s):		
S.No	BHEL Requirements	Supplier Acceptance/Remarks
1.	Bids submitted in Two part bid system:- A. Part I- Pre-Qualification Criteria & Techno-Commercial bid B. Part II- Price bid	☐ Accepted ☐ Not Accepted
2.	Delivery Terms	☐ Accepted ☐ Not Accepted
3.	Delivery Schedule	☐ Accepted ☐ Not Accepted
4.	Payment terms	☐ Accepted ☐ Not Accepted
5.	Payment terms Loading	No Deviation Allowed
6.	Liquidity Damages (LD)	☐ Accepted ☐ Not Accepted
7.	Liquidity Damages Loading	No Deviation Allowed
8.	Risk Purchase	No Deviation Allowed
9.	Validity of Offer & Purchase Order	☐ Accepted ☐ Not Accepted
10.	Reverse Auction Terms & Conditions	☐ Accepted ☐ Not Accepted

Chapter-VIII – Techno-Commercial Compliance cum Checklist

11.	PAN Card Submitted	☐ Submitted ☐ Not Submitted
12.	PAN No.	_____
13.	GST registration certificate	☐ Submitted ☐ Not Submitted
14.	GST registration No.	_____
15.	TYPE OF INDUSTRY (Micro/ Small/ Others) (Valid Documentary evidence to be furnished)	☐ Micro ☐ Small ☐ Others
16.	MSE owned by	☐ MSE (Owned by SC/ST) ☐ Women Entrepreneurs ☐ Not Applicable
17.	MSE Proof (as per document requirement cited in the tender) District Industries Centers / Khadi and Village Industries Commission / Khadi and Village Industries Board / Coir Board / National Small Industries Corporation / Directorate of Handicrafts and Handloom / Udyog Aadhaar Memorandum / Not Applicable	☐ Submitted ☐ Not Applicable
18.	UAM No.	☐ _____ ☐ Not Applicable
19.	No Deviation Certificate attached (with required compliance)	☐ Submitted ☐ Not Submitted
20.	Acceptance of Terms & Conditions of 'Volume-IA Technical Bid'	☐ Accepted ☐ Not Accepted
21.	Acceptance of Terms & Conditions of 'Volume I-B General Conditions of Contract (GCC)'	☐ Accepted ☐ Not Accepted
22.	General Note: Any disparity between vendor's Commercial offer and BHEL Checklist, only the BHEL checklist shall stand valid	☐ Accepted ☐ Not Accepted
23.	Provide the Rate of GST here (in %)	
24.	Provide the HSN Code here	

SIGNATURE OF TENDERER

BHARAT HEAVY ELECTRICALS LIMITED: POWER SECTOR - WESTERN REGION, NAGPUR

Chapter-IX – No Deviation Certificate**No Deviation Certificate**

I/WE, M/s _____

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

SIGNATURE OF TENDERER

Chapter-X – Declaration by Authorized Signatory of Bidder

Declaration by Authorized Signatory of Bidder

Name of Authorized Signatory :_____

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 date, 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.

SIGNATURE OF TENDERER

Chapter-XI – Declaration for Participation in Reverse Auction (RA)**Declaration for Participation in Reverse Auction (RA)**

We declare that we will participate in Reverse Auction (RA) if BHEL decides for that instead of opening the sealed E-Procurement Portal Price Bid, submitted by us.

We have read all the guidelines of reverse auction available in tender enquiry as well as on www.bhel.com portal.

We also declare that during reverse auction:

“We will submit online sealed bid less than or equal to of our envelope sealed/ E-Procurement Portal price bid already submitted to BHEL along with the offer.”

We also declare to submit the “Process Compliance Form” (to the designated service provider) as well as “Online Sealed Bid” in the Reverse Auction, in case BHEL decides to go for that.

SIGNATURE OF TENDERER

Chapter-XII – Un-Price Bid**Un-Priced Bid****Tender Enquiry No: 1907017****Scope of Supply:-**

Supply of **2,500MT±10% Ordinary Portland Cement (OPC)** Gr-43 as per IS: 269 through **Railway-Rakes** to Bhurkunda Railway Rake point on 'F.O.R.' destination basis for supplies pertaining to 3x800MW, PVUNL Patratu, District- Ramgarh, Jharkhand

Sl. No.	Item Description	Quantity	UOM	Bidder's Remark (Tick Mark)
1	Supply of 2,500MT±10% Ordinary Portland Cement (OPC) Gr-43 as per IS: 269 through Railway-Rakes to Bhurkunda Railway Rake point on 'F.O.R.' destination basis for supplies pertaining to 3x800MW, PVUNL Patratu, District- Ramgarh, Jharkhand	2500	Metric Ton	☐ Quoted ☐ Not Quoted

SIGNATURE OF TENDERER