

Bid Document

Bid Details	
Bid End Date/Time	05-08-2021 17:00:00
Bid Opening Date/Time	05-08-2021 17:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	80 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10270005 Pssr
Total Quantity	3970
Item Category	ORDINARY PORTLAND CEMENT, 43 GRADE— SPECIFICATION AS PER IS 8112: 2013
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
Time allowed for Technical Clarifications during technical evaluation	2 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

ORDINARY PORTLAND CEMENT, 43 GRADE— SPECIFICATION AS PER IS 8112: 2013 (3970 metric tonne)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Shanmugam Ambalavanan	628004, Bharat Heavy Electricals Limited, Power Sector – Southern Region, NTPL FGD Project, Harbour Estate, Tuticorin – Tamilnadu	3970	180

Buyer added Bid Specific Additional Scope of Work

S.No.	Document Title	Description	Applicable i.r.o. Items
1	Pre-qualification criteria View	Pre-qualification criteria is attached in the link. bidder should submit signed copy of the same.	ORDINARY PORTLAND CEMENT, 43 GRADE— SPECIFICATION AS PER IS 8112: 2013(3970)
2	Special conditions of contract View	Special conditions of contract consists of Dispatch clearance, packing, Supply required. bidder should submit signed copy of the same. document is attached in the link	ORDINARY PORTLAND CEMENT, 43 GRADE— SPECIFICATION AS PER IS 8112: 2013(3970)
3	Integrity pact is applicable for this tender and is attached herewith View	Bidder should submit the signed copy of the integrity pact.	ORDINARY PORTLAND CEMENT, 43 GRADE— SPECIFICATION AS PER IS 8112: 2013(3970)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

Buyer Added Bid Specific Additional Terms and Conditions

1. Buyer Added text based ATC clauses

1.1 Procurement of cement has to be carried out from customer (NLCIL) approved sub vendor list only.

Customer has categorized sub vendor list in 2 categories as mentioned below.

The offers from below mentioned vendors under Category —I and Category - II as per sub vendor list for cement for NTPL Tuticorin - FGD project only shall be evaluated and other vendors will not be evaluated.

• Category — I: Sub vendors accepted by customer. List of sub vendors under this category includes following vendors:

1. ACC Cement
2. Ultratech Ltd.
3. Birla Corporation Ltd
4. J.K. Cement Ltd.
5. Chettinad Cements

6. Ambuja Cement Ltd.
7. Dalmia Cement (Bharat) Ltd.
8. Zuari Cement Ltd

• Category — II: Sub vendors enlisted for future acceptance by customer. List of sub vendors under this category includes following vendors:

1. Penna Cement Industries Ltd.
2. Manikgarh Cement Ltd.
3. Orient Cement Ltd.
4. Wonder Cement Ltd.
5. Reliance Cement Company Pvt. Ltd.
6. JSW Cement Ltd.

Sub vendors under Category-II shall be accepted based on criteria mentioned below

i. Bidder should be a manufacturer of Ordinary Portland Cement (OPC, Gr.- 43 as per IS:8112). BIS certificate for the same shall be submitted

and

ii. 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 and minimum quantity of supply shall be 2500 MT for single project. 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.

List and Credentials of Qualified Bidders as per (i) and (ii) above shall be forwarded to BHEL's customer (NCIL) for approval.

Price Bid Opening: Price bids of vendors listed under Category-I and those bidders who stand qualified subsequent to the compliance of criteria for sub vendor under Category-II & approved by the customer, shall be opened, or RA shall be conducted as the case may be.

1.2 Document to be attached with bid (Mandatory. offer Liable to be rejected if not submitted)

- 1.Signed copy of PQR - document available at Additional Terms and conditions
- 2.Signed of Special Conditions of contract - document available at Additional Terms and conditions
- 3.Filled and signed copy of Integrity pact - document available at Additional Terms and conditions
- 4.Signed copy of Specification - document available at Specification link.
- 5.Proof of Supply as per PQR if applicable(category 2 vendors mandatorily should submit)
- 6.Declaration for local content under Make in India clause
- 7.Declaration for procurement from countries under land border clause.
8. Valid BIS certificate

1.3 Document required for payment along with Invoice

- a) GST compliant invoice
- b) Copy of LR
- c) Copy of manufacturer test result in original showing compressive strength of 3 days, 7 days and 28 days
- d) Copy of BHEL acceptance document or store receipt voucher

1.4 Price to be quoted should be inclusive of all charges and taxes such as GST, TCS etc but excluding unloading charges.

2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
4. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
5.
 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
6. Scope of supply (Bid price to include all cost components) : Only supply of Goods
7. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
8. **Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:
Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): refer Special conditions of contract for testing/inspection
Post Receipt Inspection at consignee site before acceptance of stores: refer Special conditions of contract for testing/inspection

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---