



BHEL GOINDWAL

TERMS AND CONDITIONS FOR
(Tender Enquiry No. 1415-088 Dated 26.09.2014 Due date 20.10.2014)
ITEM: Portland Pozzolana Cement (PPC) as per IS:1489 part-1

PRE-QUALIFICATION TERMS

P1. Technical

A) Indian Manufacturer

- 1) The bidder should be manufacturer of Portland Pozzolana Cement (PPC) as per IS:1489 part-1 and must ensure that the bidder should have an annual production capacity of 25,000 MT (minimum). Please provide an undertaking for the same.

Or

B) Authorized Dealer / Distributor

- 1) Authorised dealer / distributor can also submit their bid in the tender and should fulfil the following criteria:-
 - a. The original manufacturer should have annual production capacity of 25,000 MT (minimum). Please provide an undertaking for the same.
 - b. Dealer / distributor should give authorisation from the manufacturer for supply of Portland Pozzolana Cement (PPC) as per IS:1489 part-1, against this tender., as per the format shown in Annexure-A (Dealer Authorisation Certificate).
 - c. Confirmation regarding submission of manufacturer's guarantee (as per clause no. 12) certificate in original along with supply.
 - d. Confirmation regarding submission of manufacturer's test certificate in original along with supply.

2) In case bids are received from dealer/distributor and manufacturer both, bid submitted by dealer will be rejected. A dealer representing more than one manufacturer will be rejected.

P2. Financial

- 1) Bidder should have average minimum annual turnover of Rs. 100.00 lac of the last 3 (three) years, ending on 31-03-2014. Audited balance sheet and profit & loss account of the company need be submitted for last 3 (three) financial years, ending on 31-03-2014 in support of this requirement.

In case audited financial statements have not been submitted for all the three years as indicated above, then the applicable audited statements submitted by the bidders against above 3 (three) years, will be averaged for 3 (three) years.



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DUE DATE OF OPENING: 20.10.2014

1. INVITING TENDERS

Two-part sealed quotations are invited from manufacturers for supply of **Portland Pozzolana Cement Confirming to IS 1489 Part 1.**

Sealed tenders in two parts are hereby invited for supply of **Portland Pozzolana Cement Confirming to IS 1489 Part 1 (latest applicable specifications).**

The Two Part bids should be submitted in **separate sealed inner envelopes** duly mentioning the detail as follows:

Bid	Bid description	Superscribing on envelope	*** Should contain ***
Part I in First sealed envelope	Techno-Commercial Offer+ Pre-Qualification	Part-I (Techno-Commercial+ Pre-Qualification) bid against tender enquiry no: 1415-088 dated 26.09.2014 due for opening on 20.10.2014	<ol style="list-style-type: none"> 1. Acceptance of all terms and conditions of tender enquiry. (Preferred is submitting signed copy of terms and conditions; if nothing is mentioned for any term, it shall be summarily concluded that the same is acceptable and no representation whatsoever shall be entertained later on). 2. Un-priced bid as per format attached. All details, i.e. whether quoted for item, duties and taxes etc. should be filled. 3. Documents for Pre-qualification.
Part II in Second sealed envelope	Price Bid	Part-II (Price) bid against tender enquiry No: Dated:	<p>Price bid in the format attached. Preferably the price bid envelop should contain ONLY the price bid. Further, if even the same conditions are mentioned in the Part-II, but after scrutiny of Part-I, the bidder has agreed to BHEL terms, the same shall be binding and any such condition found in Part-II shall in no case be discussed.</p> <p>Anything other than price mentioned in the price bid shall be considered invalid.</p>

All the sealed envelopes should be put in outer sealed envelope superscribing all details i.e. Enquiry Number, Date, Supplier's Name and Address and Item.

Time of submission by 1500 Hrs on Due Date. Time of Techno-Commercial bid (Part I) opening is 1530 Hrs on due date. Based on evaluation of techno-commercial offers, Price bids of bidders who qualify from techno-commercial evaluation shall be opened. BHEL may decide to open the Price bid same day at 1700 hrs. If not opened on the same day, all qualifying bidders shall be notified for date of opening of Price bids.

Sealed Tenders can be dropped in the tender box labeled as 'Tender box for MM contracts'. This tender box is located at the entrance of Admin block BHEL Goindwal.

Fax (01859-222061) / E-Mail (tendermm@bhelivp.in) offers received in time shall be considered only when such offers are complete in all respects.



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2. PRICE QUOTATION

- 2a. CST, VAT & Excise duty + any cess on ED at the rates applicable shall be payable extra against ED Gate Pass valid for CENVAT benefit.
- 2b. **Order of enquiry item sl. No. shall be maintained in the quotation.**
- 2c. **The rates quoted shall be firm and fixed. No price variation is proposed and allowed.**
- 2d. **Rates quoted should be F.O.R Goindwal basis.**

3. VALIDITY OF OFFERS:

The offers shall be kept open for acceptance for **90** days from the date of opening of the tender. In case of extension of tender opening date, the validity shall be suitably revised.

4. SCOPE OF SUPPLY

Material shall be supplied as per as per IS:1489 PART-1 (latest applicable standard). Material Standards shall have to be arranged by vendors themselves. Quantity of cement to be supplied is approximate **1289.00 MT \pm 30%**.

Unloading of the cement at site of work shall also to be done by the supplier.

5. REPLACEMENT OF REJECTION:

In case any material is found defective or unsuitable at our works/Site after supply, though it is acceptable as per material test certificate provided by the manufacturer, 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.

6. DELIVERY SCHEDULE:

Supplies shall commence and completed as per schedule mentioned in the POs.

Number of bags (1bag = 50kg) to be supplied by the vendor are 500-5000 bags in one lot (in a month).Further, BHEL may release delivery schedule from time to time based upon site requirement within PO delivery period. Vendor shall be required to complete the order as per the PO/schedule requested. Total PO delivery period will be upto March 2015.

7. ACCESS TO MANUFACTURING PREMISES:

While Purchase Orders placed on the vendor are under execution, authorized representatives of BHEL shall be allowed free access to the manufacturing facilities for the purpose of inspection or monitoring the progress of purchase orders. This access will also be extended to representatives of BHEL's customers accompanying the authorized representative/s of BHEL (which shall be intimated in advance), if our contractual requirements with our customers call for the same.

8. TERMS OF PAYMENT:

a. 80% payment would be released on receipt of material at site and submission of following documents:-

- i. Commercial invoice (in duplicate)



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- ii. Excise invoice (in duplicate) (as applicable)
 - iii. Original VAT invoice valid for claiming input tax credit, if applicable.
 - iv. Guarantee Certificate.
 - b. Balance 20% payment would be released on submission of following documents:-
 - i. Copy of commercial Invoice in duplicate along with Delivery challan.
 - ii. Copy of store receipt voucher.
 - iii. Copy manufacturer's test result in original for 7 & 28 days accepted by BHEL.
 - c. Above documents should include your Registration numbers such as ECC no, PAN no, CST no, TIN/ VAT nos. etc.
 - d. It is mandatory to mention proper material codes in the invoices and separate invoices to be raised for different POs.
 - e. BHEL releases payment through EFT mode ONLY. Necessary details may please be submitted by filling required format before release of payment.
9. **INSPECTION:**
- a. All required tests shall be carried out by vendor at no extra cost. Relevant TCs shall accompany the consignment. BHEL may decide to inspect itself/arrange third party inspection at vendors' works itself as and when necessary with prior intimation to the vendor. No additional charges shall be claimed for such inspections.
 - b. Vendor will give information of readiness of material sufficiently in advance considering the delivery period stipulated in the purchase order.
 - c. Latest applicable revisions of standards/procedures to be referred.
 - d. Any inspection carried out before supply by vendor/incoming stage at BHEL not withstanding, if any defect/non-conformity is noted during processing, the same shall be attended/replaced by vendor at no extra cost.

10. **PREFERENCES FOR MSE's:**

Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises.

Main points which are mentioned in the above order are as follows:

- a) 20% Procurement of the tender value shall be made from MSE (Micro, Small Enterprises) firms.
- b) 4% from the above mentioned 20% procurement quantity shall be procured from MSE's owned by SC /ST's. Failure to participate by any MSE owned by SC/ST's this 4% quantity shall be procured from other MSEs.
- c) EMD shall be exempted for MSE's. All these benefits are subject to production of all statutory documents
- d) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent 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 Micro and Small



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Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).

- e) "MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (Format enclosed at Annexure -1 where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer."

11. LOADING CRITERIA

1. Tender quantity shall be divided in the proportion 80:20 (80% for L1 and 20% for MSE's) in case the L1 vendor is not a MSE subject to following conditions:

I. In tender, participating Micro and Small Enterprises quoting price within price band of L1+15 per cent shall also be offered 20% quantity of tender quantity at L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. In case of more than one such Micro and Small Enterprise, the supply shall be shared equally. If there are more than one MSE in the price band of L1+ 15% to whom the offer has been sent and some of them reject the offer then the remaining quantity shall be distributed equally to the MSEs accepting L1 prices.

II. 20% from the 20% quantity (i.e. 4% of the tender quantity) offered to the MSE's shall be reserved for MSE's owned by SC/STs. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent quantity for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from other Micro and Small Enterprises.

III. In case any MSE vendor does not accept the counter offer, the above mentioned 20% quantity shall be offered to L1.

IV. If there is no MSE in the Price band of L1+15% then the 20% quantity shall be offered to L1 vendor.

2. In case if the L1 vendor is MSE then quantity shall be provided as 96 % for L1 and 4% tender quantity shall be offered to the MSEs owned by SC/ST's in the price band of L1+15%. In event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent sub-target for procurement earmarked for Micro and Small Enterprises owned by SC/ST entrepreneurs shall be met from L1 vendor.

3. In case the L1 vendor is a MSE owned by a SC/ST then the 100 % quantity shall be loaded on L1 bidder.



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In case of non- acceptance of counter offer by any vendor after above applicable provisions the whole quantity would be offered to L1 vendor.

This ratio can be altered in case of any failure on part of L1 regarding delivery commitment/quantity/quality of material.

All above mentioned preferences shall be given to MSEs and SC/STs only on the submission of documentary evidence.

If bidder does not give information about SC/ST category in the quotation and also does not submit any proof for being SC/ST in case he belongs to/mentions in quotation for being in SC/ST category, then it shall be assumed that the bidder belongs to the General category and no further clarification in this regard shall be taken from the bidder.

12. GUARANTEE

The material shall be guaranteed for a period of three month 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.

13. PENALTY FOR LATE DELIVERY:

Time is the essence of the contract'. As such, delivery of goods specified in the Purchase Orders released under the scope of this contract shall be made within the time limit prescribed therein. Penalty for late delivery will be applicable **@ 0.5% per week or part thereof subject to a maximum of 10.0 %.**

BHEL reserves the right to receive or not receive the material after the due date of PO.

14. RISK PURCHASE:

BHEL shall be entitled to terminate the contract/pending POs at any stage and to purchase elsewhere at the risk and cost of the vendor, either the whole of the goods or any part thereof which the supplier has failed to deliver or dispatch within the time stipulated as aforesaid. Vendor shall be liable for the losses, which BHEL may sustain by way of such risk purchase in addition to aforesaid penalty for delayed delivery.

15. SUB-CONTRACT:

The purchase order or any part thereof shall not be sub-contracted, assigned or otherwise transferred without previously obtaining the BHEL's consent in writing.

16. FORCE MAJEURE:

If at any time during the continuance of the contract, the performance in which or in any part by either party of any obligations under the contract are prevented or delayed by reason of any war, hostilities, acts of public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine restrictions, or acts of God (hereinafter referred to "an events" then provided the notice of happening of any such event is given by either party to the other within 21 days of the



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occurrence thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance and delivery under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under the contract is prevented or delayed by reason of any such event, claims of extension of time shall be granted for periods considered reasonable by BHEL subject to prior notification by the vendor to BHEL of the particulars of the event and supply to BHEL, if required, of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed a waiver of time in respect of remaining deliveries.

17. DISPUTES:

In the event of any dispute and/or difference arising between the Vendor and BHEL as to interpretation and/or execution of the contract and/or the respective rights and liabilities of the parties, such disputes and/or differences shall be referred to the sole arbitrator nominated by BHEL. The provisions of the Indian Arbitration Act and the rules there under shall apply to such arbitration. The award passed by the arbitrator shall be final and conclusively binding on all the parties.

18. JURISDICTION:

The court of the place from where the purchase order is issued during the contractual period shall alone have jurisdiction to decide any dispute arising out of or in connection with the purchase order.

19. MSME & MSE Certification:

If the bidder is registered as any of Micro/Small/Medium enterprise as defined in Micro Small and Medium Enterprises Development Act, 2006; a copy of registration certificate to be attached. MSE's shall be given preferences as described in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" subject to the submission of proper documentary evidence (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 any other body specified by Ministry of Micro, Small and Medium Enterprises) with quotation. "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" document can be downloaded from link <http://dcmsme.gov.in/FinalPressorder.pdf> and can also be collected from the office of Manager/MM IVP Goindwal.

20. REVERSE AUCTION:

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

In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non- submission of „online sealed bid“ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.”



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Terms & Conditions of Reverse Auction

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

- For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit “online sealed bid” in the Reverse Auction. Non-submission of „online sealed bid“ by the bidder for any of the eligible items for which techno- commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
- BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
- Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
- Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
- In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non- compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
- Reverse auction will be conducted on scheduled date & time.
- At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
- The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
- In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.
- Bidders shall be required to read the “Terms and Conditions” section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before



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reverse auction event. Bidders should acquaint themselves of the “Business Rules of Reverse Auction”, which will be communicated before the Reverse Auction.

- If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action *as per extant BHEL guidelines*, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
- The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
- **In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.**

21. CLARIFICATIONS

The correspondence exchanged against the tender from both tenderer and BHEL through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business. Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business. In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.

22. LOI(Letter of Intent)

BHEL may issue LOI prior to the PO for any reason whatsoever. The LOI in such cases is to be treated as PO for all practical purposes and all the Terms & Conditions of the tender shall be applicable from the date of issue of LOI.

23. WORDS AND FIGURES:

- a. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.



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If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

24. BANNED FIRMS:

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 website www.bhel.com.

25. GENERAL:

- a. BHEL will not be bound by any power of attorney granted by the vendors or by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the vendor concerned.
- b. BHEL reserves the right to extend the due date of opening, which shall be informed. Validity of offer shall be deemed to be revised accordingly.
- c. BHEL reserves the right to accept or reject any part or whole of the tender of a bidder by assigning a valid reason thereof. BHEL reserves the right to cancel the tender without assigning any reason thereof and without any obligation before any commitment.
- d. If possible, please submit soft copy of price quotation [copied on a blank CD of standard make] put in the sealed offer.
- e. Acceptance of all terms and conditions, in the form of signed copy of T&C or confirmation separately written, shall be submitted along with quotation. If nothing is mentioned, it shall be concluded that terms and conditions are acceptable.
- f. BHEL reserve the right to terminate/short close the contract at any stage without assigning any reason.

26. CHECKLIST AND SEQUENCE OF DOCUMENTS TO BE SUBMITTED IN TWO PARTS BIDS

S. No.	Document	Status
1	Envelope should contain 1)All documents related to Pre-Qualification terms. 2) Techno-Commercial bid preferably with signed copy of terms & conditions (3) Unpriced bid format (Annexure-2) with applicable taxes (item prices not to be mentioned)	Sealed envelope marked as Part-I "Techno-Commercial Bids" Yes, Sealed
2	Price Bid (Preferably in Annexure-3) sealed in separate envelope superscribing tender enquiry detail, due date of opening, sender address	Sealed envelope marked as Part-II "Price Bid" Yes, sealed
3	Both sealed envelopes put in an outer envelope mentioning all details like Enquiry no., description, due date	Yes