

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	18-10-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	18-10-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	80 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Heavy Industries And Public Enterprises
Department Name/विभाग का नाम	Department Of Heavy Industry
Organisation Name/संगठन का नाम	Bharat Heavy Electricals Limited (bhel)
Office Name/कार्यालय का नाम	10210015-pser
Total Quantity/कुल मात्रा	4000
Item Category/मद केटेगरी	Portland - Pozzolana Cement (Fly Ash Based) for Bulk Buying as per IS 1489 (Part 1) (Q2)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within <b>90</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	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 .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## **Portland - Pozzolana Cement (Fly Ash Based) For Bulk Buying As Per IS 1489 (Part 1) ( 4000 metric tonne )**

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/कमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

Bis Required	Yes
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### **Technical Specifications/तकनीकी विशिष्टियाँ**

\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
General Requirements	Content of fly ash ,in percent	26, 30, 33, 34, 35
Packing and Marking	Packing Material	HDPE/PP woven sacks conforming to IS 11652

**Additional Specification Parameters - Portland - Pozzolana Cement (Fly Ash Based) For Bulk Buying As Per IS 1489 (Part 1) ( 4000 metric tonne )**

Specification Parameter Name	Bid Requirement (Allowed Values)
Content of Performance Improver /Fly ash content, in Percent	Shall not be less than 15% and not more than 35% by mass, as per IS 1489 (Part-1):2015.
SUPPLY OF PORTLAND POZZOLANA CEMENT (PPC) , QUANTITY - 4000 MT	AS PER IS:1489( PART-1):2015

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ranjan Kumar Singh	813214,BHEL SITE OFFICE, BHEL-ESP (R&M) Stage-1 (4 X 210 MW), Old BMD Office-NTPC, 1st Floor, Near Stage-1 Chimney, NTPC-Kahalgaon, Bhagalpur, Bihar, PIN-813214	4000	90

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**ANNEXURE-A**

**BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS**

**1. PRE-QUALIFICATION CRITERIA**

<b>JOB</b>	SUPPLY OF PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 (PART 1) :2015 (4000 MT) AT NTPC KAHALGAON STPS STAGE I & II (4x210 MW + 3x500 MW), BIHAR
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SL. NO	CRITERIA
<b>1.0</b>	<b>FINANCIAL CRITERIA</b>
	<p>A. BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF RS. 46.62 LACS DURING THREE CONSECUTIVE FINANCIAL YEARS ENDING ON 2023-24 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT IN SUPPORT OF THE SAME.</p> <p>B. IN CASE AUDITED BALANCE SHEET AND PROFIT &amp; LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>C. 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.</p>
<b>2.0</b>	<b>TECHNICAL CRITERIA</b>
	<p>a. THE BIDDER SHOULD BE MANUFACTURER OF PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 (PART 1):2015</p> <p>b. THE BIDDER SHOULD HAVE INTEGRATED CEMENT PLANT IN INDIA WITH CLINKERISATION FACILITY AND HAVE AN ANNUAL CEMENT PRODUCTION CAPACITY OF 3,00,000 MT (MINIMUM).</p> <p>c. THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 (PART 1):2015) AT POWER PLANT OR ANY OTHER INFRASTRUCTURE PROJECT OR ANY OTHER INDUSTRY IN LAST THREE YEARS AS ON DATE OF SUBMISSION OF TENDER AND BIDDER SHALL HAVE TO SUBMIT PURCHASE ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.</p>

#### NOTES

1	CONSORTIUM/JV BIDDING IS NOT ALLOWED.
2	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
3	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
4	BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).

## 2. SCOPE OF WORK

SUPPLY OF PORTLAND POZZOLANA CEMENT (PPC) (4000 MT) AS PER IS:1489 (PART 1) :2015 AT NTPC KAHALGAON STPS STAGE I & II (4x210 MW + 3x500 MW), BIHAR

#### SITE DETAIL

Kahalgaon Super Thermal Power Plant has been set up by NTPC, is located near Kahalgaon town in Bagalpur district of Bihar State. The Stage-I & Stage-II of the Project were comprised of four (4) units of 210 MW, three (3) units of 500 MW respectively. The ultimate capacity of the project is 2340 MW (4 X 210 MW, Stage-I + 3 X 500 MW, Stage-II). As per Govt. of India norms, Flue Gas Desulphurization (FGD) system is being set up by NTPC for all units. Additionally, BHEL is executing retrofitting job on

f ESP for R&M of Stage I at NTPC Kahalgaon.

Bhagalpur town is located at a distance of about 30 kms from the plant. Colgong (Kahalgaon) railway station on Patna Kolkatta broad (BG) section of Eastern Railway (NR) is 2 kms away. The nearest airport is located at Patna at a distance of approximately 250 km from the project site.

### 3. TAXES AND DUTIES

- 3.1 Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.

Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.

Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.

- 3.2 Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.  
Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.
- 3.3 Since GST on output will be paid by BHEL as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
- 3.4 TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
- 3.5 TDS under GST shall be deducted as per prevailing GST rules from the bills.

#### 3.6 TCS

- 3.6.1 You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable. In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.

- 3.6.1.1 TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN / TCS registration is to be submitted.
- 3.6.1.2 Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
- 3.6.1.3 You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.

- 3.6.2 In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: -

"I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.

- 3.6.3 In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.

- 3.6.4 You shall comply with all statutory amendment/notifications in this respect.

- 3.7 Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.  
BHEL GSTN – Refer attached GSTN code table of BHEL.  
Name - BHARAT HEAVY ELECTRICALS LIMITED  
Address - Shall be intimated later.  
Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.
- 3.8 Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.

Portal address and Email address – Shall be intimated later.

Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.

- 3.9 In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.
- 3.10 In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.
- 3.11 Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.
- If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after dispatch.
- 3.12 Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.
- 3.13 Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
- 3.14 Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.
- 3.15 Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.
- 3.16 Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.

#### **4. INSPECTION**

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 supplier's works, and/or at BHEL Site. In case of rejection at any stage, supplier shall be liable to replace at his own cost.

#### **5. 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.

#### **6. SPECIAL INSTRUCTIONS**

6.1 The unloading of cement will be done by BHEL at site within a reasonable time.

6.2 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.

6.3 The representative of the vendor should be available at Kahalgaon si

te whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per IS code.

6.4 Guarantee / Warranty certificate to be furnished by the successful bidder.

6.5 Quality of cement is associated with shelf life. Shelf life of cement supplied should be in line with IS specification. Supplied cement should not be more than 14 days older after its production. In the case of any deviation same needs to be informed to Consignee before dispatch.

6.6 Copy of Manufacturer's test result in original for 7 & 28 days submitted by successful bidder is to be accepted by BHEL/Site. Test report complied with Physical & Chemical report including the Consistency %, setting time, Alkali in terms of Na<sub>2</sub>O & K<sub>2</sub>O etc. 7 days Cement test certificate must be submitted to BHEL after supply.

6.7 Site Receipt Voucher shall be generated at site.

6.8 The material should be delivered in original manufacturer's tamper proof sealed packing. Packing shall be in non-returnable 50 kg bags only. The supplied cement bag must be mentioned have week number of the production and the Cement Invoice must certify the same.

6.9 Transit Insurance shall be in scope of BHEL

6.10 All Participating bidders shall be asked to confirm the Percentage (%) of GST Considered in their Quoted Price during commercial Clarification stage of the tender.

## **7. DELIVERY PERIOD**

Delivery Period shall be 90 days from placement of PO as per delivery schedule given in GEM Bid document. MDCC for dispatch of required quantity of cement shall be provided by BHEL BHEL Kahalgaon FGD Site. Complete delivery of the MDCC quantity should be made at site within 25 days from the date of dispatch clearance (MDCC).

## **8. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL**

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The following documents are required with dispatch:

- a) GST compliant Invoice (1 original plus 2 copies)
- b) Copy of Intimation to Insurance Company
- c) Copy of Material Dispatch Clearance Certificate issued by BHEL site.
- d) Guarantee Certificate.
- e) Copy of LR /Delivery Challan

## **9. Quality Instruction:**

- a. Preliminary Cement will be accepted on the basis of 7-day test report (MTC to be submitted by supplier for review by BHEL for preliminary acceptance), but final acceptance criteria will be 28 days' test report at BHEL lab/ BHEL approved lab if required.
- b. Reference sample for each supplied lot to be collected at BHEL and same will be tested at BHEL lab/ BHEL approved lab, if required supplier shall be available to carry out Joint Sampling of Cement, if required.
- c. In case, test results of the collected cement sample fails, the entire lot may be rejected and the supplier will have to do free replacement at their cost.



#### **10. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)**

MDCC for dispatch of required quantity of cement shall be issued by BHEL KAHALGAON site. 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.

#### **11. OTHER TERMS**

100% price excluding GST shall be released within 90 after receipt and acceptance of material at site and on submission of following documents:

The following documents are required to be submitted within 40 days after receipt and acceptance of material at site for the payment: -

- 1) GST compliant Invoice (1 original plus 2 copies) along with Copy of LR/ Delivery Challan
- 2) Copy of Material Dispatch Clearance Certificate issued by BHEL site.
- 3) Guarantee Certificate.
- 4) Copy of Store Receipt Voucher
- 5) Copy manufacturer's test result in original for 7 Days and 28 Days.

GST shall be released to the vendor upon compliance of following:

1. You declaring such Invoice in your IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal.
2. Receipt of Goods / services and Tax Invoice by BHEL.
3. Confirmation of payment of GST thereon by you on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.
4. Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your return and paying GST within timeline prescribed for availing ITC by BHEL.

Any Interest if levied thereon for reasons elaborated in Tax Clause of the GEM Bid which is not attributable to BHEL will be recovered for Final Payment /Retention

#### **12. ORDER OF PRECEDENCE:**

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In case of contradiction / conflict, the order of precedence shall be in the order as per below ;

- a) Buyer specific ADDITIONAL TERMS AND CONDITIONS against GeM Bid issued (ANNEXURE-A).
- b) GeM Bid
- c) General Terms and Conditions on GeM

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#### **3. Generic**

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.

#### 4. **Certificates**

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.

#### 5. **Certificates**

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

#### 6. **Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

Construction Manager,  
 BHEL SITE OFFICE ,FGD PROJECT  
 NEAR NTPC FIELD QUALITY ASSURANCE DEPARTMENT  
 STAGE-1 : 4X210 MW & STAGE-2 : 3X500 MW , KAHALAGAON STPS  
 Distt- Bhagalpur ,Bihar , Pin Code-813214

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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 specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.

14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, 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/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**