

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	11-04-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	11-04-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	80 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
विभाग का नाम/Department Name	Department Of Heavy Industry
संगठन का नाम/Organisation Name	Bharat Heavy Electricals Limited (bhel)
कार्यालय का नाम/Office Name	10210015-pser
कुल मात्रा/Total Quantity	1470
वस्तु श्रेणी /Item Category	Ordinary Portland Cement (V3) Conforming to IS 269 for Bulk Buying (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4

**बिड विवरण/Bid Details**

दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
<b>Payment Timelines</b>	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)
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Total value wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

**ईएमडी विवरण/EMD Detail**

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

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
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मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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

### **Ordinary Portland Cement (V3) Conforming To IS 269 For Bulk Buying ( 1470 metric tonne )**

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

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

[\\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Classification	<b>Grades of Ordinary Portland Cement(OPC)</b>	OPC 43 Grade
Manufacturing of OPC	Content of performance improver,in percent	1, 3, 4, 5

#### **Additional Specification Parameters - Ordinary Portland Cement (V3) Conforming To IS 269 For Bulk Buying ( 1470 metric tonne )**

Specification Parameter Name	Bid Requirement (Allowed Values)
SUPPLY OF ORDINARY PORTLAND CEMENT (GR-43)	AS PER IS 269:2015

Specification Parameter Name	Bid Requirement (Allowed Values)
Content of Performance Improver /Fly ash content, in Percent	0,1, 2,3,4,5
Packing Material	Cement to be delivered through cement bulkers

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

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Madhu Sudan Murmu	825409,BHEL SITE OFFICE, 2 X 800 MW Koderma Power Project, Bnajhedih, P.O. Jhumri Telaiya, Dist. Koderma-825409 (Jharkand)	1470	90

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

##### 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

##### 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 1470 MT ORDINARY PORTLAND CEMENT (GRADE-43) AS PER IS 269: 2015 AT 2X800 MW DVC KODERMA TPS PH - II, JHARKHAND.
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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 <b>Rs. 22.5 LACS</b> DURING THREE CONSECUTIVE FINANCIAL YEARS 2022-23, 2023-24 AND 2024-25 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 ORDINARY PORTLAND CEMENT (GR-43) AS PER IS 269:2015.</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 ORDINARY PORTLAND CEMENT (GR-43) AS PER IS 269:2015 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.
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2	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.
3	BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).

## 2. SCOPE OF WORK

SUPPLY OF 1470 MT ORDINARY PORTLAND CEMENT (GRADE-43) AS PER IS 269:2015 AT 2X800 MW DVC KODERMA TPS PH - II, JHARKHAND.

### **SITE DETAIL**

**Project Title:** 2X800 MW DVC Koderma TPS PHASE-II.

**Customer:** Damodar Valley Corporation (DVC)

**Location:** Near Benjhidi Village of Koderma District in Jharkhand. The Site can be approached from District Head Quarters through National Highway NH -20 and thereafter the internal road of the town.

**Nearest Railway Station:** Koderma (within 2 Km)

**Nearest Airport:** Gaya Airport, Gaya within 108 Km

**Access By Road:** The project site is approachable from National Highway NH -19 about 25 Km from the Site and also National Highway NH- 20 about 8 Km from the 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 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.

3.6.1 You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.

3.6.2 In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.

3.6.2.1 TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.

3.6.2.2 Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.

3.6.2.3 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.

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

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"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.

3.6.4 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.

3.6.5 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 a

t 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.
- Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.
- 3.14 Successful bidder to arrange for e-waybill for any movement of goods for or 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. DELIVERY PERIOD**

Delivery Period of entire PO quantity shall be 90 days from placement of PO. MDCC for dispatch of required quantity of cement shall be provided by BHEL Koderma site. **Complete delivery of the MDCC quantity should be made at site within 15 days from the date of MDCC.**

**5. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)**

**MDCC for dispatch of required quantity of cement shall be issued by BHEL Koderma site. Supply shall be in line with respective MDCC. No material shall be dispatched by supplier without Material Dispatch Clearance Certificate (MDCC) issued by BHEL Site. Each consignment will be accompanied by copy of MDCC.**

**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 Koderma site 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, considering manufacturing & transit time so that minimum 8 weeks shelf life is available from the date of receipt at site, for use of BHEL. Bidder shall ensure supply of cement at site accordingly.
- 6.6. Copy of Manufacturer's test certificate (MTC) in original for 7 & 28 days compressive strength test result submitted by successful bidder is to be accepted by BHEL/Customer.
- 6.7. Store Receipt Voucher shall be generated at site.
- 6.8. Item should be delivered through cement bulkers.
- 6.9. Weighment of cement bulkers shall be done at BHEL / BHEL agencies' weighbridge. For the purpose of payment, the weighment slips of weighbridge

shall be considered.

- 6.10. Transit Insurance shall be in scope of BHEL. Details of policy and underwriter shall be suitably intimated to the successful bidder.

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

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

## **8. INSPECTION**

**BHEL reserves the right to inspect/test the material during/after manufacturing at supplier's works, and/or at BHEL Site 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. In case of rejection at any stage, supplier shall be liable to replace at his own cost.**

## **9. 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.

## **10. QUALITY INSTRUCTION**

- a. Preliminary acceptance of cement will be on the basis of 7 days compressive strength test result as per MTC submitted by supplier. Final acceptance criteria will be 28 days compressive strength test result as per supplier's MTC or if required through testing at BHEL lab/ BHEL approved third party lab.
- b. Reference sample for each supplied lot shall be collected and 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 fail, the entire lot may be rejected and the supplier will have to make free replacement of the entire lot at their own cost.

## **11. PAYMENT TERMS**

100% F.O.R price excluding GST shall be released within 90 days (45 days for M SE, 60 days for Medium Enterprises) 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) Copy of Intimation to Insurance Company.
- 4) Guarantee Certificate.
- 5) Copy of Store Receipt Voucher.
- 6) Copy of manufacturer's test report in original for 7 Days and 28 Days compressive strength result, accepted by BHEL site.

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

(a) The goods or services covered under the invoice must be received in full, along with the corresponding valid tax invoice by BHEL.

(b) Following GST compliances must be ensured within the timelines prescribed for availing Input Tax Credit (ITC) under GST law:

- i) You declaring such invoice in FORM GSTR-1, and it being auto-populated into FORM GSTR-2B of BHEL through the common portal.
- ii) Confirmation of GST payment by you to the government, verified through the filing of your FORM GSTR-3B for the corresponding month or quarter.

(c) Notwithstanding anything contained above, GST amount may be released along with the payment against Tax Invoice, provided:

(i) Exposure of BHEL against such GST amount is sufficiently covered by the security deposit / Bank Guarantee / any other amount due to the vendor/contractor at the time of releasing such GST payment.

(ii) Such relaxation to be allowed till the subsequent month i.e. till the GST compliances are done by the vendor / contractor against the given Tax Invoice.

(iii) As long as the GST compliances are ensured on the part of the vendor / contractor, this practice of releasing GST payment may be continued.

**CONSIGNEE DETAILS:** Mr. Madhu Sudan Murmu, C/o Project Director, BHEL site office, 2x800 MW Koderma Thermal Power Station, Phase-II, Banjhedih Village, PO- Koderma, Dist- Koderma, Jharkhand - 825421.

**Paying Authority:** Site Finance, BHEL Koderma TPS.

**12. LIQUIDATED DAMAGE:**

If successful bidder fails to deliver the quantity within the fixed period as mentioned in the MDCC, BHEL shall have the right to recover as liquidated damages (LD), a sum equivalent to 0.5% of the contract value of delayed quantity per week of delay or part thereof. The liability for delay shall not in any case exceed 10% (ten percent) of the total contract value.

**13. QUANTITY VARIATION:** Quantity variation shall be limited to (+)/(-) (plus/minus) 25%.

**14. SPLITTING PROVISION:** Not applicable.

**15. ORDER OF PRECEDENCE:**

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.

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

#### 4. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 5. **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.

#### 6. **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.

### अस्वीकरण/**Disclaimer**

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

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 कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---