

Bid Corrigendum

GEM/2022/B/2799860-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address BHEL SITE OFFICE 2x660 MW NTPC Talcher, TPS Dist-Angul Odisha - 759101.
2. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
3. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
4. 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.
5. **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.
6. Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.
7. 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.
8. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
9. 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.
10. 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.
11. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test

certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

12. Scope of supply (Bid price to include all cost components) : Only supply of Goods
13. Buyer Added text based ATC clauses

Technical Specifications - OPC Cement, Gr-43 as per IS 269:2015		
S. No	Details	BHEL Requirements
1.	OPC supply through cement bulkers	22500 MT (± 25%)
2.	OPC supply through tamper proof packing in HDPE/PP woven sacks conforming to IS 11652 in non-returnable 50 kg bags only.	2500 MT (± 25%)
3.	Delivery Instruction for OPC Gr-43 Cement	<ol style="list-style-type: none"> 1) Cement shall be delivered to site within 05-10 Days from the date of receipt of Material Dispatch Clearance Certificate (MDCC) issued from Site. 2) Supply shall be in line with respective MDCC. No material shall be dispatched by supplier unless and until MDCC issued by BHEL

i) Quality Instruction for OPC Gr-43 Cement

Following Special Requirements shall necessarily be complied:

- Tri-calcium aluminate (C₃A) content shall be (less than) < 8%
 - C₃S+4.75 C₃A should be (less than) < 90%
 - Equivalent Alkalis (Na₂O+0.658 K₂O) should be (less than) < 0.6%
 - Aluminium Oxide (Al₂O₃) should be (less than) < 6%
- a. Preliminary Cement will be accepted on the basis of 3 and 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.

- c. Supplier shall be available to carry out Joint Sampling of Cement, if required.
- d. 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.

ii) Guarantee: The material shall be guaranteed for a period of three months from the date of receipt at Site against any manufacturing defects. If any discrepancy noticed during testing, the cement will have to be replaced to Site free of cost and the test results of third party i.e. 3/7/28 days shall be final and binding on the vendor

iii) Additional Instruction

- a) Removal of defective material shall be arranged by Supplier at their own cost.
- b) Supplier representative shall be available at Project site as per BHEL site requirement to provide single window expeditious service.
- c) 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.

iv) Unloading at Site is in the Scope of BHEL.

v) Methodology & weighment tolerance shall be as per Anne-B of IS 269-2015.

vi) Weighment of cement bulkers shall be done at BHEL/BHEL agencies' weighbridge.

vii) For the purpose of payment, the weighment slip of weighbridge and tolerance as per IS 269 shall be considered

2. **Ordered Quantity Variation: +/-25%** (As per GEM ATC).

3. **Supply Quantity Tolerance: +/-25%** (From MDCC).

4. **Payment Terms** : Following payment term shall be applicable in supersession of the payment terms provided elsewhere in GeM Bid:

Type of Bidder	Payment Timelines
Micro & Small Enterprises	Payments shall be made to the Seller within 45 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)
Medium Enterprises	Payments shall be made to the Seller within 60 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)
Non MSME	Payments shall be made to the Seller within 90 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)

Proof for Micro, Small and Medium Enterprises has to be furnished by the bidder.

5. Pre-qualification requirement: Bidder shall essentially meet all the Qualifying Requirements as cited below: -

A) Technical PQR:

A.1) Bidder should have Valid BIS License for manufacturing of Ordinary Portland Cement (OPC) Gr-43 as per as per [IS: 269:2015](#)

B) Financial PQR

Bidder must have achieved an average annual financial turnover (Audited) of Rs. 843 Lakhs or more, over the last three Financial Years (FY) i.e. 2019-20, 2020-2021 & 2021-22 and this requirement shall supersede other Turnover parameters cited elsewhere.

Audited Financial documents of FY 2019-20, 2020-2021 & 2021-22 shall be furnished in support of Turnover Criteria.

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.

In case of audited Financial statements have not been submitted for all the three years as indicated against Financial Turnover QR (Qualifying requirement) above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.

6. Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Startups:

i) Financial Pre Qualifying Requirement (PQR) including Turnover: The financial pre-qualifying requirements is relaxed by 50% of the original Pre -Qualifying Requirement specified in the tender.

ii) Other Pre-Qualifying requirements such as Machineries, BIS, or any form of licenses or customer approval or requirements other than stated in Point no. (A) and (B) above, shall remain the same for all bidders.

iii) Definition of Start-up shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 and subsequent amendments, if any.

7. Splitting Criteria :-

Maximum No. Of Bidders Amongst Which Order May Be Split	2 (Two)
Split Criteria based on which quantity will be distributed	60:40

Corrigendum- 1

i) Quality Instruction for OPC Gr-43 Cement has been amended as follows

Clause No. & Description	Existing Clause	Amended Clause
i) Quality Instruction for OPC Gr-43 Cement	<p>Following Special Requirements shall necessarily be complied:</p> <ul style="list-style-type: none"> · Tri-calcium aluminate (C3A) content shall be (less than) < 8% · C3S+4.75 C3A should be (less than) < 90% · Equivalent Alkalis (Na₂O+0.658 K₂O) should be (less than) < 0.6% · Aluminium Oxide (Al₂O₃) should be (less than) < 6% 	<p>Following Special Requirements shall necessarily be complied:</p> <ul style="list-style-type: none"> · Tri-calcium aluminate (C3A) content shall be (less than) < 8% · C3S+4.75 C3A should be (less than) < 90% · Equivalent Alkalis (Na₂O+0.658 K₂O) should be (less than) < 1.0% · Aluminium Oxide (Al₂O₃) should be (less than) < 6%

14. Buyer uploaded ATC document [Click here to view the file.](#)
15. Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

Disclaimer

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

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

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