बिड संख्या/Bid Number: GEM/2026/B/8272871

दिनांक /Dated: 13-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	23-11-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	24-11-2026 17:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :kkkundu@bhel.in Buyer Email id: rajendra.prasad.yadav@bhel.in
कुल मात्रा/Total Quantity	12000
वस्तु श्रेणी /Item Category	Portland - Pozzolana Cement (Fly Ash Based) for Bulk Buying as per IS 1489 (Part 1) (Q2)
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) *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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
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। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	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
Payment Timelines	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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
आदेश को विभाजित करने के लिए बोलीदाताओं / विक्रेताओं की कुल संख्या / Total number of Bidders / Sellers Amongst Whom the Order is to be Split	2

विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	60:40

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele 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/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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.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) (12000 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

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)
General Requiremnents	**Content of fly ash ,in percent**	15, 35, 30, 31, 33, 34
Packing and Marking	**Packing Material**	HDPE/PP woven sacks conforming to IS 11652

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	Bethanabelli Eswararao	495555,BHEL Site Office 1X800 MW NTPC SIPAT STPP STAGE-III PO- Ujjwal Nagar, Sipat, Dist – Bilaspur, Chhattisgarh 495555	12000	150

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 (Increased quantity ÷ Original quantity) × 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. **Generic**

   Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

   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

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. **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

JOB	**SUPPLY OF 12000 MT PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 (PART 1) :2015, AS AMENDED UPTO DATE, AT 1x800 MW SIPAT SUPER THERMAL POWER PROJECT, STAGE-III.**
SL. NO	**CRITERIA**
1.0	**FINANCIAL CRITERIA**
	A. a)Bidder should have average minimum annual financial turnover of **Rs. 75 Lacs** during three consecutive financial years 2023-24, 2024-25 and 2025-26 and should submit their audited balance sheet and profit & loss account in support of the same. B. b)In case audited balance sheet and profit & 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. C. 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.
2.0	**TECHNICAL CRITERIA**
	a. The bidder should be manufacturer of Portland Pozzolana Cement (PPC) as per IS:1489 (Part 1):2015. 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). 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 latest due date of submission of tender and bidder shall have to submit purchase order / completion certificate in support of the above requirement.

NOTES

1	Consortium/JV bidding is not allowed.
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 12000 MT PORTLAND POZZOLANA CEMENT (PPC) AS PER IS:1489 (PART 1) :2015, AS AMENDED UPTO DATE, AT 1x800 MW SIPAT SUPER THERMAL POWER PROJE CT, STAGE-III, BILASPUR, CHHATTISGARH.

3. SITE DETAIL

Sipat STPP has an installed capacity of 2980 MW under commercial operation with Stage-I (3x660 MW) and Stage-II (2x500 MW). The present proposal is for Sipat STPP Stage-III (1x800 MW) with Ultra-super critical t echnology.

Sipat STPP is located in Bilaspur district of Chhattisgarh, having latitude and longitude of 220 - 05’ to 220 - 09’ (N) and 820 -16’ to 820 - 18' (E) respectively. The site is approximately 20 Km from Bilaspur city and is approachable via Bilaspur – Baloda State Highway which passes through Sipat..

The nearest rail head is Jairamnagar Railway Station (on Nagpur-Raipur-Kolkata main line), is approximatel y 3 km from the project site. The nearest commercial airport, Raipur is about 150 Km from the project site.

4. TECHNICAL SPECIFICATIONS

4.1 Applicable Standard

The Portland Pozzolana Cement (PPC) supplied under this contract shall conform to IS:1489 (Part 1):2015, as amended up to date.

4.2 Performance Requirement

In addition to compliance with IS:1489 (Part 1):2015, the PPC cement shall meet the following minimum performance requirement:

Minimum 28-day compressive strength: 43 MPa.

The compressive strength shall be determined as per the test methods specifie d in IS:4031 / IS:1489 (Part 1).

4.3 Manufacturer’s Test Certificate (MTC)

Each consignment / batch of cement shall be accompanied by a Manufacturer’s Test Certificate (MTC) indicating at least the following:

3-day, 7-day and 28-day Compressive strength, Fineness, Initial and final setting time, Soundness, any other parameters as specified in IS:1489 (Part 1).

4.4 No Deviation from other IS Requirements:

Except for the enhanced performance requirement specified in Clause 4.2, all other chemical and ph ysical requirements of PPC cement shall remain strictly as per IS:1489 (Part 1):2015.

5. **TAXES AND DUTIES**

5.1 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 t he 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. However, any increase of GST subsequent to due date of offer sub mission as per NIT & TCN, by statutory authority during contract period (including extension, if the same i s 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 ta xes 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.
5.2 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 succe ssful bidder on BHEL for this project / work.
5.3 Since GST on output will be paid by BHEL as enumerated above, bidder’s quoted rates / price should b e after considering the Input Credit under GST law at bidder’s end.
5.4 TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
5.5 TDS under GST shall be deducted as per prevailing GST rules from the bills.
5.6.1 You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
5.6.2 In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is re quired.
5.6.2.1 TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
5.6.2.2 Amount of TCS and Assessable value on which TCS has been calculated should be specified clearl y in the invoice.
5.6.2.3 You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due dat e for furnishing the statement of tax collected at the source.
5.6.3 In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declarati on is to be submitted along with 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.
5.6.4 In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax c ollected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, th e same shall be recoverable from the vendor with applicable interest.
5.6.5 You shall comply with all statutory amendment/notifications in this respect.
5.7 Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rul es 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 t ender
5.8 Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of go ods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through follo wing 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.
5.9 In case of delay in submission of above-mentioned documents on the date of dispatch, BHEL may incu r penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recove red from successful bidder, in case such delay is not attributable to BHEL.
5.10 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 ref erred there under.
5.11 Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof f or raising of the Tax Invoice. If any supply of goods is applicable, successful bidder shall also ensure prom pt delivery of goods after dispatch.
5.12 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 oth er reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with i nterest levied/ leviable on BHEL, as the case may be.
5.13 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 throug h 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 B HEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reve rsal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.
5.14 Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contra

ct. 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.
5.15 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.
5.16 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.

6. DELIVERY PERIOD

6.1 Delivery Period of entire PO quantity shall be 150 days from placement of PO. MDCC for dispatch of required quantity of cement shall be provided by BHEL Sipat site. **Complete delivery of the MDCC quantity should be made at site within 15 days from the date of MDCC.**

6.2 **During the period of mass concreting and concreting of important structures/ foundations, un-interrupted supply of cement is envisaged. BHEL site shall give advance written intimation of required cement quantity (tentatively upto 1000 MT for supply within 3 days) to supplier before 7 days of such mass concreting/ concreting of important foundations. MDCC in such cases shall be issued at appropriate juncture and supplier to ensure un-interrupted delivery of cement and necessary logistics for delivering the required cement quantity within 3 days from MDCC.**

7. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)

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

8. SPECIAL INSTRUCTIONS

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

8.2 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.

8.3 The representative of the vendor should be available at SIPAT site whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per IS code.

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

8.5 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.

8.6 Copy of Manufacturer’s test certificate in original for 7 & 28 days compressive strength test result submitted by successful bidder is to be accepted by BHEL/Custo

mer.

8.7 Store Receipt Voucher shall be generated at site.

8.8 Item should be delivered through cement bulkers. However around 5-10% of the order quantity may be required to be delivered in original manufacturer's temper proof sealed packing in 50 kg bags.

8.9 In case of cement supply in bags:

a. The week number must be mentioned in the supplied cement bags and also i n the corresponding cement invoice.

b. Weighment of total consignment shall be done at BHEL / BHEL agencies' wei ghbridge.

c. Methodology & weighment tolerance shall be as per Annex-B of IS 1489.

d. For the purpose of payment, the weighment slips of weighbridge and toleran ce as per IS 1489 shall be considered.

8.10 Weighment of cement bulkers shall be done at BHEL / BHEL agencies' weighbr idge. For the purpose of payment, the weighment slips of weighbridge shall be considered.

8.11 Transit Insurance shall be in scope of BHEL. Details of policy and underwriter s hall be suitably intimated to the successful bidder.

9. 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

10. 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 th ird-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.

11. REJECTION

In case any material is found defective or unsuitable at our works/Site after supply, t he 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.

12. QUALITY INSTRUCTION

12.1 Preliminary Acceptance

Preliminary acceptance of cement shall be based on 7-day compressive strength test results as indicated in the Manufacturer’s Test Certificate (MTC), confirming c ompliance with IS:1489 (Part 1):2015.

12.2 Final Acceptance

Final acceptance of cement shall be based on 28-day compressive strength, whic h shall:

a. Conform to IS:1489 (Part 1):2015, and

b. Meet a minimum 28-day compressive strength of 43 MPa.

The 28-day strength shall be established based on:

Manufacturer’s Test Certificate (MTC), and/or Test results from BHEL approved N ABL-accredited third-party laboratory, wherever required.

12.3 Joint Sampling & Third-Party Testing

In case of any doubt, abnormal variation, or dispute regarding cement quality:

a. Joint sampling shall be carried out at site in the presence of BHEL and supplier representatives.

b. Samples shall be tested at a BHEL approved NABL-accredited laboratory.

c. Results of such third-party testing shall be final and binding on the supplier a nd BHEL.

d. 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 a t their own cost.

12.4 Reference Samples

Reference samples for each supplied lot may be collected and retained by BHEL f or traceability and verification, as deemed necessary.

12.5 Supplier Support

The supplier shall make their representative available at site whenever required f or joint sampling, testing, and quality-related discussions, as intimated by BHEL.

13. PAYMENT TERMS

100% F.O.R price excluding GST shall be released within 90 days (45 days for MSE, 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 Cred it (ITC) under GST law:

i) You declaring such invoice in FORM GSTR-1, and it being auto-populated into FORM GSTR-2B of BHEL thr ough 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 agai nst Tax Invoice, provided:

(i) Exposure of BHEL against such GST amount is sufficiently covered by the security deposit / Bank Guara ntee / 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 ve ndor / 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 rele asing GST payment may be continued.

CONSIGNEE DETAILS: Mr. Eswara Rao Bethanabelli, C/o Project Director, BHEL site office, 1x800 MW NTP C Sipat STPP, Stage-III, PO- Ujjwal Nagar, Sipat, Dist – Bilaspur, Chhattisgarh - 495555.

Paying Authority: Site Finance, BHEL Sipat STPP.

Note: Due to GeM requirement Payment term is mentioned as 45 DAYS in Tender, however applicable payment terms shall be considered as above mentioned payment terms in Sl no (13) of ATC.

14. **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.

15. **QUANTITY VARIATION:** Quantity variation shall be limited to ± 25%.

16. **SPLITTING PROVISION: Applicable (60%:40%).**

17. All Participating bidders shall be asked to confirm the Percentage (%) of GST Considered in their Quoted Price during commercial Clarification stage of the tender.
18. **Bid Security /EMD & Performance Security- Not Applicable**

19. **Evaluation Criteria: On the Basis of Total All Inclusive Landed Price at Consignee Destination (however, Unloading & Transit Insurance is in BHEL's Scope), as per GEM GTC (General Terms and Conditions).** Offer price on GeM shall be on all-inclusive basis i.e. including all taxes & Duties, local levies/transportation/loading etc.

20. **Additional information & Technical Parameters for GeM Bid**

–

Description / Parameters	**Selection/Filling**
Splitting Provision	Yes, 60%:40%
BIS (Product specification)	Option (B) Only BIS Marked catalogues
Content of Performance Improver /Fly ash content, in Per cent	Shall not be less than 15% and not more than 35% by mass, as per IS 1489 (Part-1):2015.
Packing Material (Golden Parameter of GEM Bid)	Packing Material - HDPE/PP Woven sacks conforming to IS 11652. However, cement to be delivered through cement bulkers.
GeM Consignee	Mr. Eswara Rao Bethanabelli / eswara@bhel.in

21. **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.

ANNEXURE & FORMATS

–

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

–

1	Name and Address of the Tenderer	
2	Details about type of the Firm/ Company	
3.a	Details of Contact person for this Tender	**Name:** Mr/Ms **Designation:** **Telephone No:** **Mobile No:** **Email ID:** **Fax No:**
3.b	Details of alternate Contact person for this Tender	**Name:** Mr/Ms **Designation:** **Telephone No:** **Mobile No:** **Email ID:** **Fax No:**

Format – I

–

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH

REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04 TH JUNE, 2020 AND SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India) , Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) **Tender Specification No:**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for **'Class-I local supplier' / 'Class II local supplier'** ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

1. _____ 2. _____

3. _____ 4. _____

Thanking you,

Yours faithfully,

(Signature, Date & Seal of

Authorized Signatory of the Bidder)

** - *Strike out whichever is not applicable.*

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. **In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).**
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder

Format - III

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender No: .....

Job: .....

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder **< name of the bidder.....>** is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

(Please select applicable option a or b)

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized representative of the bidder)

Format – IV

CERTIFICATE OF NO DEVIATION

Tender Ref. No.

Scope: -

I/WE, M/s

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be trea ted as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any de viation from the Tender conditions together with other references applicable for the above referred NIT/Te nder Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Ten der Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references .

Signature of Tenderer

Format-V

Form No: F-06 (Rev 00)

1. NON-DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

2. NON-DISCLOSURE CERTIFICATE

I/We understand that BHEL PS is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s ..... who are submitting offer for providing services to BHEL PS against Tender Specification No: .... Date: ..... here by undertake to comply with the following in line with Information Security Policy of BHEL PSER.

a) To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

b) The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHELPSER.

Date:

(Signature, date & seal of Authorized Signatory of the bidder)

.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---