बिड संख्या/Bid Number: GEM/2026/B/8169259
दिनांक /Dated: 22-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-11-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-11-2026 15:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	60 (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	10300018-pswr
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod3.bhel.mh@gembuyer.in Buyer Email id: jayant@bhel.in
कुल मात्रा/Total Quantity	1500
वस्तु श्रेणी /Item Category	Ordinary Portland Cement (V3) Conforming to IS 269 for Bulk Buying (Q3)
पिछले 3 वित्तीय वर्षों का बिडर का न्यूनतम औसत वार्षिक वित्तीय टर्नओवर/Minimum Average Annual Turnover of the bidder (For the last 3 Financial Years)	47 Lakh (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
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	Bidder Turnover,Certificate (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 विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / **Minimum number of bids required to disable automatic bid extension**	1
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

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes

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. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
3. **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.

4. 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.

5. 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 (1500 metric tonne)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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)
Classification	**Grades of Ordinary Portland Cement(OPC)**	OPC 43 Grade

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	AMITA VARSHNEY	495450,BHEL Site Office Construction Manager 2X660 MW SUPER CRITICAL TPP, HTPS, KORBA WEST, DISTT KORBA. CG -495450	1500	180

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

1. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

"Irrespective of the value of the invoice amount, the bidder / vendor should necessarily upload the despatch & invoice details on BHEL SUVIDHA portal at https://suvidha.bhel.in/suvidha/, prior to despatch. All documents as per PO checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and up to Rs five lakhs, in case they were not digitally signed and uploaded on the portal. The material will not be accepted inside BHEL in absence of the above. "

Seller must upload their invoice on Gem portal and Generate CRAC on Gem Portal.

ORDINARY PORTLAND CEMENT- Gr-43

Additional Terms and conditions

Qty indicated anywhere in GeM Bid doc is in "MT" only

1. **EVALUATION MODALITY:**

   a) In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

   b) In case more than one bidder happens to occupy L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a Toss/ Draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

   c) Ranking will be done accordingly.

   BHEL decision in such situations shall be final and binding.

2. **CUSTOMER APPROVAL:** Not Required. However, Any Cement Manufacture holding valid **BIS Licence** for Manufacturing of ordinary Portland Cement (OPC) as per **IS 269:2015** shall be eligible.

3. **VALIDITY OF PRICE**: Price submitted shall be valid for **60 days** from the date of opening of technical bid for the finalization of the tendering processes.

4. **VALIDITY OF PURCHASE ORDER**: The validity of the Purchase Order will be for **(06) Six months** from the date of issuance of P.O.

5. **PAYING AUTHORITY, CONSIGNEE & INVOICES SHALL BE ADDRESSED TO** :
   Construction Manager
   Bharat Heavy Electricals Limited Power Sector Western Region
   BHEL Site Office, 2x660MW CSEB Korba STPP, Hasdeo TPS
   Korba West, District-Korba, Chhattisgarh- 495450
   GST No: 22AAACB4146P1ZP

6. **DELIVERY TERMS:** Suppliers shall quote the rates on F.O.R. Destination basis only. Offers oth

er than F.O.R. Destination Basis will not be accepted by BHEL.

Destination: Construction Manager
Bharat Heavy Electricals Limited Power Sector Western Region
BHEL Site Office, 2x660MW CSEB Korba STPP, Hasdeo TPS
Korba West, District-Korba, Chhattisgarh- 495450
GST No: 22AAACB4146P1ZP

7. DELIVERY SCHEDULE: Cement shall be delivered to site within 5-10 Days from the date of receipt of Material Dispatch Clearance Certificate (MDCC) issued from Site. Supply shall be in line with respective MDCC. No material shall be dispatched by supplier unless and until MDCC issued by BHEL

Sl No	Quantity	Delivery to Start after (in Days)	Delivery to be completed by (in Days)
1	1,500 MT	1	180

8. TRANSIT INSURANCE: As per GeM, Transit insurance from supplier's works/warehouse to BHEL site stores shall be in scope of supplier.

9. PRE-QUALIFICATION CRITERIA (PQR): Bidder shall essentially meet all the Qualifying Requirements as cited below:

A. Technical PQR:

i) Any Cement Manufacture holding valid **BIS Licence** for Manufacturing of Ordinary Portland Cement (OPC) as per **IS 269:2015** shall be eligible.

B. Financial PQR:

i) Bidders must have achieved an average annual financial turnover (Audited) of **Rs. 47 Lac or more**, over the **last three Financial Years (FY) i.e. 2023-2024, 2024-25 & 2025-26** and this requirement shall supersede other Turnover parameters cited elsewhere.

ii) Audited Financial documents of **FY 2023-2024, 2024-25 & 2025-26** shall be furnished in support of Turnover Criteria.

iii) 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.

iv) 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.

C. Relaxation in Pre-Qualifying Requirement (PQR) for Micro and Small Enterprises (MSE's) and Start-ups:

i) Technical Pre Qualifying Requirement (PQR) for prior experience**:** Applicable

ii) 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.

iii) 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), shall remain the same for all bidders.

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

10. PAYMENT TERMS: Following payment terms shall be applicable (This shall supersede the payment terms mentioned elsewhere in GeM bid

Type of Bidder	Payment Terms	Payment Timelines (Number of days)
Micro & Small Enterprises	Payment shall be released within 45 days after receipt & acceptance of material at site and submission of documents##. **Note:** Duration of 28 days' test report for acceptance is included in 45 days payment timeline.	45 days
Medium Enterprises	Payment shall be released within 60 days after receipt & acceptance of material at site and submission of documents##. **Note:** Duration of 28 days' test report for acceptance is included in 60 days payment timeline.	60 days
Non MSME	Payment shall be released within 90 days after receipt & acceptance of material at site and submission of documents##. **Note:** Duration of 28 days' test report for acceptance is included in 90 days payment timeline.	90 days

Time period of 90 days/60 days /45 days (as applicable) would start from receipt of actual MDCC Quantity at Site & physical verification by BHEL.

Following documents shall be submitted along with invoice:

a) GST Compliant Invoice (1 Original+ 2 Copies)

b) Copy of LR

c) Copy of Manufacturer's Test Result in Original showing compressive Strength of 28 days' result accepted by BHEL/ Site (System generated/ e-signed certificates are acceptable) for the invoice.

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

11. **LIQUIDATED DAMAGES/PENALTY:** As per GeM GTC, and LD shall be calculated on undelivered portion of the material for which Material Dispatch Clearance Certificate (MDCC) has been issued by BHEL
12. **ORDERED QUANTITY VARIATION:** +/-25% (As per GEM ATC)
13. **SUPPLY QUANTITY TOLERANCE:** +/-25% (From MDCC)
14. **PERFORMANCE BANK GUARANATEE (PBG):** Not Applicable
15. **BREACH OF CONTRACT, REMEDIES AND TERMINATION:** In case of Breach of Contract, BHEL shall recover 10% of the contract value from the vendor using following instruments:
    a) encashment of security instruments like EMD, performance security available with BHEL against the said contract.
    b) Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the vendor, retention amount etc. with BHEL.
    c) Balance amount from security instrument like EMD, Performance Security and other financial remedies i.e. available bills of the vendor, retention amount etc. with other units of BHEL.
    d) If Recovery is not possible then Legal Remedies shall be pursued.
16. **EARNEST MONEY DEPOSITS (EMD):** Not Applicable
17. **SPLITTING:** Not Applicable, Refer GeM Bid
18. **INTEGRITY PACT:** Not Applicable.

19. **REVERSE AUCTION**: Applicable. As per GeM Terms and Conditions
20. **RA QUALIFICATION RULE**: Elimination of H-1 (Refer GeM bid).
21. **MII PREFERENCE:** This bid is reserved for Class I, Local supplier. Minimum 50% Local content required for MII compliance.
22. **MSE PREFERENCE:** Applicable.
23. **CONFLICT OF INTEREST:** Applicable

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; **or**

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder **or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

i) The principal manufacturer directly or through one Indian agent on his behalf; **and**

ii) Indian/foreign agent on behalf of only one principal; **or**

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or

technical specifications of the contract that is the subject of the Bid; **or**

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business **.**

24. **OTHER TERMS & CONDITIONS:** As per extant guidelines of GeM General terms and conditions & Additional Terms & Conditions.
25. **TECHNICAL SPECIFICATIONS:**

Technical Specifications - OPC Cement, Gr-43 as per IS 269:2015		
S. No	**Details**	**BHEL Requirements**
1.	OPC supply through cement bulkers	1350 MT (± 25%) of the Ordered Quantity

2.	OPC supply through tamper proof packing in HDPE/ PP woven sacks conforming to IS 11652 in non-returnable 50 kg bags only.	150 MT (± 25%) of the Ordered Quantity
3.	Delivery Instruction for OPC Gr-43 Cement	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 (C_3A) content shall be (less than) < 8%
- C_3S+4.75 C_3A should be (less than) < 90%
- Equivalent Alkalis (Na_2O+0.658 K_2O) should be (less than) < 1.0%
- Aluminium Oxide (Al_2O_3) should be (less than) < 6%
- Free CaO shall not be more than 1.5% as per XRD analysis.
- LSF should be preferably 0.8 to 0.9.
- Fineness of cement should be preferably more than 300 m2/kg.
- The bidder has to provide the following oxide composition of cement for each batch.
    1. CaO,
    2. SiO2,
    3. Al2O3,
    4. Fe2O3,
    5. SO3,
    6. CO2

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 agai nst 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 provi de single window expeditious service.

c. BHEL reserves the right to inspect the material during manufacturing and also to get tested th e material under dispatch from third party. The test results of third party test shall be final and binding on the vendor.

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

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

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

g) For the purpose of payment, the weighment slip of weighbridge and tolerance as per IS 269 sh all

be considered.

Important for Bidders: -

Kindly note the followings while attaching documents for this tender:

i. Do not attach same documents repeatedly

ii. All documents attached with this tender must be signed.

iii. Ensure that MSE Certificate has been uploaded & updated in GeM Portal (i f applicable).

iv. Bidders are requested to read the contract documents carefully. In case of any difficulty during submission of tender, bidders are requested to contact the fol lowing officials:

a) **Jayant Meena,** Sr. Engineer (Purchase)
Mobile No: 7018702036 (jayant@bhel.in)

b) **Balaji M,** Sr Engineer (Purchase)
Mobile No: 8600000268 (balajim@bhel.in)

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2. **Buyer Added Bid Specific ATC**

Buyer uploaded ATC document Click here to view the file.

3. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. **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.

5. **Generic**

   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.

6. **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 %.

7. **Generic**

   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.

8. **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.

9. **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.

10. **Certificates**

    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.

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---