

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687701784093

अनुबंध तिथि | Generated Date : 15-Apr-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4772801](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central PSU मंत्रालय Ministry : Ministry of Heavy Industries and Public Enterprises विभाग Department : Department of Heavy Industry संगठन का नाम Organisation Name : Bharat Heavy Electricals Limited (BHEL) कार्यालय क्षेत्र Office Zone: 10300018-PSWR	पद Designation : ENG1295934 संपर्क नंबर Contact No. : -8719079616- ईमेल आईडी Email ID : buyer246.bhelb.mp@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : 5th and 6th Floor, Shri Mohini Complex, 345 Kingsway Road, Nagpur-440001, Maharashtra, India, NAGPUR, MAHARASHTRA-440001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: ED (PS-WR) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : GM (Finance) PSWR	Role: PAO भुगतान का तरीका Payment Mode: BHEL पद Designation : MGR2987619 ईमेल आईडी Email ID : pao84.bhelb.mh@gembuyer.in जीएसटीआईएन GSTIN : 27AAACB4146P1ZF पता Address: BHEL Site Office, 1X660MW, Unit-6, Bhusawal TPS, Deepnagar, Bhusawal, Dist.: Jalgaon PIN-425307, Maharashtra, Jalgaon, MAHARASHTRA-425307, India भुगतान समयसीमा Payment Timelines: 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)

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : ANG5210001980871 कंपनी का नाम Company Name : ORIENT CEMENT LIMITED संपर्क नंबर Contact No. : 07660909992 ईमेल आईडी Email ID : info@orientcement.com पता Address : Unit VIII, Plot No 7, Bhoinagar, Bhoinagar, Khurda (khordha), ODISHA-751012, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN: 36AABCO5420A1Z2 (B) , (R) , (M)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण Product Details						
#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : Birla A1 Premium Cement 43 grade Ordinary Portland Cement (43 Grade or 43-S grade) for bulk buying ब्रांड Brand : Birla A1 Premium Cement ब्रांड प्रकार Brand Type : Registered Brand कैटलॉग की स्थिति Catalogue Status: OEM verified catalogue कैसे बेचा जा रहा है Selling As : OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : Ordinary Portland Cement (43 Grade or 43-S grade) for bulk buying as per IS: 269 (Q2) मॉडल Model: Birla.A1 Premium Cement OPC 43 एचएसएन कोड HSN Code: HSN not specified by seller	2,048	metric tonne	7,290	NA	14,929,920
कुल ऑर्डर मूल्य Total Order Value (in INR)						14,929,920

परेषिती विवरण Consignee Detail						
क्र.सं. S.No	परेषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है	वितरण पूरा कब तक करना है Delivery To Be

					Delivery Start After	Completed By
1	पद Designation : - ईमेल आईडी Email ID : buyer159.bhelb.ua@gembuyer.in संपर्क Contact : -9456796529- जीएसटीआईएन GSTIN : - पता Address : BHEL Site Office, 1X660MW, Unit-6, Bhusawal TPS, Deepnagar, Bhusawal, Dist.: Jalgaon PIN-425307, Maharashtra, JALGAON, MAHARASHTRA-425307, India	Birla A1 Premium Cement 43 grade Ordinary Portland Cement (43 Grade or 43-S grade) for bulk buying	-	2,048	15-Apr-2024	14-Jul-2024
Product Specification for Birla A1 Premium Cement 43 grade Ordinary Portland Cement (43 Grade or 43-S grade) for bulk buying						
विनिर्देश Specification	उप-विनिर्देश Sub-Spec	मूल्य Value				
Test Report Details	Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification	Yes				
	Test Report to be submitted to the Buyer on Demand	Yes				
Certification	Specification	IS 269 : 2015				
	Whether ISI marked? (Hint: madatory requirement)	Yes				
	CM/L Number	2217540				
Grade	Grade of cement	43 grade				
General Requiremnents	Content of performance improver ,in percent	5				
Physical Requirements	Physical Requirements	In compliance with requirements given in IS: 269 (latest)				
Chemical Requirements	Chemical Requirements	In compliance with requirements given in IS: 269 (latest)				
Packing and Marking	Packing Material	HDPE/PP woven sacks conforming to IS 11652				
	Net quantity of cement per bag (in kg)	50				
	Marking	as per IS: 269 (latest)				
शुद्धिपत्र Corrigendum						
1. तक बढ़ाया गया Extended Upto : 2024-03-23 17:00:00						
ईपीबीजी विवरण ePBG Detail						
सलाहकार बैंक Advisory Bank :						NA
ईपीबीजी प्रतिशत (%) ePBG Percentage(%):						NA
नियम और शर्तें Terms and Conditions						
1. General Terms and Conditions-						
1.1 This contract is governed by the General Terms and Conditions , conditions stipulated to this Product/Service as provided in the Marketplace.						
1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable						
2. Buyer Added Bid Specific Terms and Conditions-						
2.1 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.						
2.2 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 %.						
2.3 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.						
2.4 Generic.						

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.

2.5 Generic

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

2.6 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](#)

2.7 Generic

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

BHEL Site Office, 1X660MW, Unit-6,
Bhusawal TPS
Deepnagar, Bhusawal,
Dist.: Jalgaon PIN-425307
Maharashtra
.

2.8 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.

2.9 Generic

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

2.10 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.

2.11 Certificates:

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

2.12 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.

2.13 Scope of Supply:

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

2.14 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Additional Terms & Conditions:

1. Technical Specification

- i) **Technical Specifications - OPC Cement, Gr-43 (1x660 MW MSPGCL Bhusawal EPC Project)**
 - A. **OPC supply through cement bulkers- 4000 MT (± 25%).**
 - B. **OPC supply through tamper proof packing in HDPE/PP woven sacks conforming to IS 11652 in non-returnable 50 kg bags only- 1120 MT (± 25%).**
 - C. **Delivery Instruction for OPC Gr-43 - Cement shall be delivered to site within 05-10 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
 - D. **Technical Pre- qualifying Requirement (PQR)- To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): Valid BIS License, Purchase order Copy of OPC, Gr-43 Cement supplied in the last three (3) years as on latest date of bid submission along with appropriate document against proof of supply shall be provided with offer in support of experience criteria.**

ii) Quality Instruction for OPC Gr-43

- 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.

iii) 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.

iv) 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.

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

vi) Supply Quantity Tolerance: $\pm 25\%$ of respective MDCC quantity issued by the Project site.

vii) **For the purpose of payment, the weighment slip of weighbridge and tolerance as per IS 269-2015 shall be considered.**

2. Payment Terms: Following payment terms shall be applicable (This shall supersede the payment terms mentioned elsewhere in GeM).

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 Qty 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.

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

Paying Authority shall be Construction Manager and invoices shall be addressed to:

BHEL Site Office, 1X660MW, Unit-6, Bhusawal TPS,

Deepnagar, Bhusawal, Dist.: Jalgaon PIN-425307,

Maharashtra

GST No.: 27AAACB4146P1ZF

Delivery Destination: The Destination address is as below:

Sold to Party & Ship to Party

BHEL Site Office, 1X660MW, Unit-6, Bhusawal TPS,
Deepnagar, Bhusawal, Dist.: Jalgaon PIN-425307,
Maharashtra
GST No.: 27AAACB4146P1ZF

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

A) Technical PQR:

Bidder should have Valid BIS License for manufacturing of Ordinary Portland cement Gr-43 (O PC) as per IS 269.

Purchase order Copy of OPC Cement supplied in the last three (3) years as on latest date of bid submission along with appropriate document against proof of supply shall be provided with offer in support of experience criteria.

Suppliers approved by MAHAGENCO Bhusawal customer shall be eligible for award

B) Financial PQR

Bidder must have achieved an average annual financial turnover (Audited) of **Rs. 88 Lakhs** or more, over the last three Financial Years (FY) i.e. 2020-21, 2021-2022 & 2022-23 and this requirement shall supersede other Turnover parameters cited elsewhere.

Audited Financial documents of FY 2020-21, 2021-2022 & 2022-23 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.

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

a. **Definition of startup shall be in line with Gazette Notification No DL 33004/99 dated 19.02.2019 with subsequent amendments, if any.**

b. **Norms for startups Medium Enterprises in Public Procurement shall be in line with OM no. F.20-2/2014-PPD(pt) dtd 27/07/2017 and O.M. NO. F.20/2/2014-PPD(pt.) dated 20.09.2016 issued GOI, Ministry of finance, Department of expenditure, Procurement policy division, along with D.O. No. 12(11)/2017-SI dtd 22/06/2017 of DoE.**

c. **Bidder shall keep updated themselves with all related orders/schemes issued by the Govt from time to time, DPIIT portal for start-ups may also be checked.**

d. **Bidder shall submit Startup recognition certificate (no.) issued by competent authority which shall be checked for authenticity.**

e. **Startup bidders shall be exempted from the payment of EMD. 6. Provision in the tender document regarding relaxation in prior experience and turnover criteria for Startups & MSE's as mentioned below:**

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

i. **Technical pre-qualifying requirements is relaxed by 50% (quantities /amount) of the original Pre -Qualifying Requirement specified in the tender (round off to the higher limit or number). Further, if the required quantity as per Original PQR is only one (1), then relaxed PQR shall also remain the same, (since quantity is non-divisible in this case.)** ii. **Other Technical Pre-Qualification requirements or any form of licenses or requirements other than stated in Point no. i above, shall remain the same for all bidders.**

(b) **Financial Pre Qualifying Requirement (PQR) Turnover (C.1): Financial pre-qualifying requirements is relaxed by 50% of the original Pre -Qualifying Requirement specified in the tender (round off to the higher limit or number)."**

5. **Conflict of Interest among Bidders/ Agents** 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;

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.

6. 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.

7. Splitting Criteria: Applicable.

8. Liquidated Damages/Penalty: As per GeM GTC. After Issuance of MDCC, if bidder fails to supply the actual MDCC quantity within 5-10 days, LD shall be applicable as per GeM GTC. Additionally, their latest previous bill shall be on hold till completion of current supplies.

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

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

11. Tentative Delivery Schedule: (In number of days from contract start days): **90 days** from date of Purchase Order.

Note: Delivery is the essence of the contract for BHEL. Offer deviating delivery schedule may be liable for rejection

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

13. Performance Bank Guarantee (PBG): Not Applicable.

14. Earnest Money Deposit: Not Applicable.

15. Integrity Pact: Applicable.

16. Other T&C: As per extant guidelines of GeM General terms and conditions & Additional Terms & Conditions.

17. Special Note:

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.

18. Documents to be submitted by the vendor along with GeM Bid:

a) Signed Copy of Make in India Declaration (MII)

b) Signed Copy of Land Border Restrictions

c) Signed Copy of No Deviation Certificate

d) Signed Copy of No Liquidation/ Bankruptcy Declaration

e) Signed Copy of Prevention of Cartel Formation Declaration

f) Signed Copy of Non-Disclosure Certificate

g) PAN Copy

- h) GST Copy**
- i) Cancelled Cheque/ NEFT RTGS Mandate duly signed by Banker**
- j) Profit & Loss Statement with UDIN of approved authority**
- k) Signed Copy of Technical Specification/ TCC**
- l) Signed Copy of GeM Bid**
- m) Test Certificates (if applicable)**
- n) BIS Copy**
- o) Signed and duly filled copy of Integrity Pact**

2.15 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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