



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

**GEM BID
CORRIGENDUM**

Ref: GEM/2021/B/1208911

Date: 29-05-2021

Sub	CORRIGENDUM DETAILS	
Job	SUPPLY OF ORDINARY PORTLAND CEMENT (OPC)GR-43 AS PER IS:269:2015, (522MT) FOR BHEL: PSE's NTPC NORTH KARPURA SITE, JHARKHAND(FGD)	
Ref	1.0	GEM BID REF NO <u>GEM/2021/B/1208911 dated 17/05/2021</u>

- BID EXTENDED TO : 05-06-2021;16:00 HRS

-BID OPENING DATE : 05-06-2021;16:30 HRS

-BID CORRIGENDUM ATTACHED

PI refer above referred GEM Bid for necessary details.

Thanking you,

Yours faithfully,
for BHARAT HEAVY ELECTRICALS LTD

Mgr (PURCHASE DEPT)

Encl: As Above.

पावर सेक्टर पूर्वी क्षेत्र (मुख्यालय)

POWER SECTOR EASTERN REGION, DJ-9/1, SECTOR-II, SALT LAKE CITY, KOLKATA - 700 091

फैक्स/Fax : (033) 23211960

फोन/Phone : बोर्ड/EPABX : 033-2339-8000/ 2339 8236

Bid Corrigendum

GEM/2021/B/1208911-C5

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

Buyer Added Bid Specific Additional Terms and Conditions

1. 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. 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.
3. **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.
4. 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.
5. **Upload Manufacturer authorization:** Wherever Authorised Distributors are submitting the bid, Manufacturers Authorisation Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
6. **Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.
8. 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.
9. 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.
10. 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.
11. Buyer Added text based ATC clauses

A.PRE-QUALIFICATION CRITERIA

PRE-QUALIFICATION CRITERIA FOR ORDINARY PORTLAND CEMENT (OPC) AS PER IS:269:2015

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- 1) THE BIDDER SHOULD BE MANUFACTURER OF ORDINARY PORTLAND CEMENT (OPC GR-43 AS PER IS 269:2015)

- 2) 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)
- 3) THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF CEMENT (OPC GR-43 AS PER IS 269:2015/IS:8112) AT POWER PLANT OR ANY OTHER INFRASTRUCTURE PROJECT OR ANY OTHER INDUSTRY IN LAST THREE YEARS AS ON DATE OF SUBMISSION OF TENDER AND BIDDER SHALL HAVE TO SUBMIT PURCHASE ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.
- 4) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER INR 9.0 LAKHS DURING THREE CONSECUTIVE FINANCIAL YEARS 2016-17, 2017-18 AND 2018-19 OR THREE CONSECUTIVE FINANCIAL YEARS 2017-18, 2018-19 AND 2019-20 AND HAVING POSITIVE NET WORTH AS ON LATEST AUDITED ACCOUNTS AS SUBMITTED .
- 5) 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.
- 6) 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.
- 7) BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).

- 8) CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL.

B. SCOPE OF WORK:

SUPPLY OF ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:269:2015 (522 MT) at BHEL PSER's 3X660 MW NTPC NORTH KARANPURA PROJECT, TANDWA, JHARKHAND.(FGD)

SITE DETAILS

3X660 MW North Karanpura Super Thermal Power Project (3x660 MW), a pit head coal based thermal power project, is located in Hazaribagh and Chatra districts of Jharkhand State. Owner: NTPC (National Thermal Power Corporation)

The power project is located near Tandwa town in Chatra districts in the state of Jharkhand on Hazaribagh-Chatra State highway at a distance of about 50 kms from Hazaribagh city. The nearest commercial airport is Ranchi at a distance of 150 kms from project site. The nearest railhead Khalari Railway Station on Ranchi-Garhwa section of Eastern Railways is about 40 kms from project site..

C. TAXES AND DUTIES & TCS CLAUSE

TAXES AND DUTIES CLAUSE :-

1 All taxes including GST with applicable cess (mentioned elsewhere in the Bid) but including, Charges, Royalties, any State or Central Levy and other Taxes for materials if any obtained for the work and for the execution of the contract shall be borne by the bidder and shall not be payable extra by BHEL.

2 Any increase in the above at any stage during execution including extension of the contract, if any, shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements.

3 The 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 the successful bidder on BHEL for this project/ work.

4 Since GST on output will be paid by BHEL separately as enumerated above, bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.

5 TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.

6 TDS under GST (if/ as & when applicable later) shall be deducted at applicable rates on gross invoice value from the running bills.

7 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be as per following.

BHEL GSTN - 20AAACB4146P5ZP

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - Shall be as per GEM Bid

8 Bidder to intimate immediately on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice through following communication mode for enabling BHEL to meet its GST related compliances

Portal Address - Shall be intimated later.

And

Email Address – Shall be intimated later.

In case of delay in submission of the above mentioned documents on the date of dispatch, BHEL may incur penalty / interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is attributable to the bidder.

9 In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.

10 Bidder shall Comply with the Time limit prescribed under the GST Law and rules thereof for raising of the tax invoice. If any supply of goods is applicable, Bidder shall also ensure prompt delivery of Goods after dispatch.

11 Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons attributable to the bidder, GST amount shall be recoverable from the bidder along with interest levied / leviable on BHEL, as the case may be.

12 Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.

13 Way Bill: Successful Bidder shall arrange way bill / e-waybill for any transfer of goods for the execution of the contract.

The 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 the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

14 Any new taxes & duties, if imposed subsequent to the due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extensions for which delay is not attributable to the bidder), shall be reimbursed by BHEL on production of

relevant supporting document to the satisfaction of BHEL. However, bidder shall obtain prior approval from BHEL before depositing any such new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, introduced at a later date.

In case of LD recovery the applicable GST shall be also be recoverable from the suppliers.

TCS CLAUSE :-

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

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

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

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

You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.

3. In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith 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.

4. In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.

5. You shall comply with all statutory amendment/notifications in this respect.

- PAN of BHEL : AAACB4146P

- The last payment as per payment terms shall be linked with confirmation of receipt of TCS certificates from vendor.

D. INSPECTION:

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

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

E. REJECTION

In case any material is found defective or unsuitable at our works/Site after supply, the same shall be subjected to test by third party and the result of the third party test shall be acceptable and binding to the vendor. In case the test results show that the material does not conform to the standards specified, the whole lot shall be rejected, taken back by the vendor and replaced by the acceptable material at vendor's cost.

F. SPECIAL INSTRUCTIONS

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

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.

3 The representative of the vendor should be available at **North Karanpura** site whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per IS code

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

5 Quality of cement is associated with shelf life. Shelf life of supplied cement should not exceed the limit as per IS-Specification taking into consideration the date of manufacturing, transit time and use of cement at site within 8 weeks from the date of receipt at site. Bidder shall ensure supply of cement at site accordingly.

6. Copy of Manufacturer's test result in original for 7 & 28 days submitted by successful bidder is to be accepted by BHEL/Site

7 Site Receipt Voucher shall be generated at site

8 The material should be delivered in original manufacturer's temper proof sealed packing. Packing shall be in non-returnable 50 kg bags only.

G DELIVERY PERIOD

Delivery period shall be 3 months from placement of PO on staggered delivery basis as per delivery schedule given in GEM Bid document .

H 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/ BHEL
- c) Copy of Material Dispatch Clearance Certificate issued by BHEL site.
- d) Guarantee Certificate.
- e) Copy of LR /Delivery Challan

I TEST CERTIFICATE:

Test certificates to be sent along with supply.

J

MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)

MDCC for dispatch of required quantity of cement shall be provided by BHEL North Karanpura site(for FGD). No material shall be dispatched by supplier until and unless Material Dispatch Clearance Certificate (MDCC) issued by BHEL/Site.Each consignment will be accompanied by MDCC

K OTHER TERMS

The following documents are required to be submitted for payment within 10 days after receipt and acceptance of material(CRAC) at site :-

- 1) GST compliant Invoice (1 original plus 2 copies) alongwith Copy of LR/ Delivery Challan
- 2) Copy of Material Dispatch Clearance Certificate issued by BHEL site.

3) Guarantee Certificate.

4) Copy of Store Receipt Voucher

5) Copy manufacturer's test result in original for 7 and 28 days accepted by BHEL/Site.

6) Confirmation of receipt of TCS certificates from Vendor and full GST Credit to BHEL.

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

i. Vendor declaring such Invoice in his GSTR-1

ii. Confirmation of payment of GST thereon by vendor on GSTN Portal

iii. Above is subject to receipt of goods (Material Receipt Certificate-MRC) and tax invoice by BHEL thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

Any Interest if levied thereon for reasons elaborated in Tax Clause of the GEM Bid which is not attributable to BHEL will be recovered for Final Payment /Retention

Corrigendum-1 to Buyer Added Text Based ATC CI (SI No C Taxes and Duties CI) issued with GEM Bid

a) SI No C(4) shall be read as following:

" Bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end "

b)SI No C(6) shall be read as following

" TDS under GST shall be deducted at applicable rates on gross invoice value from the running bills"

c)SI No C(7) shall be read as following

" Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details shall be include following.

BHEL GSTN-

As indicated elsewhere in GEM Bid /As communicated by BHEL

NAME - As indicated in GEM Bid

ADDRESS – Shall be as per GEM Bid "

12. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address CONSTRUCTION MANAGER(FGD SYSTEM), BHEL SITE OFFICE , 3X660 MW NTPC NORTH KARANPURA PROJECT , SITE OFFICE, TANDWA -PO TANDWA , DIST-CHATRA, JHARKHAND , PIN 825321.
13. 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): AS PER PRE-QUALIFICATION CRITERIA MENTIONED ABOVE .

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void.

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

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