



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

**GEM BID
DATE CORRIGENDUM**

Ref: GEM/2020/B/758152 –CORRIGENDUM-3

Date: 09-09-2020

Sub	CORRIGENDUM DETAILS	
Job	SUPPLY OF ORDINARY PORTLAND CEMENT (OPC 43 GRADE) AT 3X 660MW NORTH KARANPURA PROJECT ,JHARKHAND	
Ref	1.0	GEM BID REF NO <u>GEM/2020/B/758152 Dated: 21-08-2020</u>
	2.0	Ref: GEM/2020/B/758152 –CORRIGENDUM-1 Date: 30-08-2020
	3.0	Ref: GEM/2020/B/758152 –CORRIGENDUM-2 Date: 04-09-2020

With reference to above, following points, relevant to above referred GEM BID , may please be noted and complied with while submitting the offer

- BID EXTENDED TO : 18-09-2020;15:00 HRS

-BID OPENING DATE : 18-09-2020;15:30 HRS

- Corrigendum – GEM/2020/B/758152 ATTACHED

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

1. PRE-QUALIFICATION CRITERIA

- 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 300000 MT (MINIMUM).
- 3) THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF CEMENT (OPC GR-43 AS PER IS 269:2015) 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.

PRE-QUALIFICATION CRITERIA-CONTINUED

- 4) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL TURNOVER OF 1.8 LAKH DURING THE LAST 3 (THREE) YEARS ENDING ON 31-03-2019. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS ENDING ON 31-03-2019 IN SUPPORT OF THIS REQUIREMENT. IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST ABOVE 3 (THREE) YEARS WILL BE AVERAGED FOR 3 (THREE) YEARS. IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY THE CHARTERED ACCOUNTANT.
 - 5) BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).
 - 6) CONSIDERATION OF BIDDER IS SUBJECT TO CUSTOMER'S APPROVAL.
2. SCOPE OF WORK: SUPPLY OF ORDINARY PORTLAND CEMENT (OPC) GR-43 AS PER IS:269:2015 (110 MT) at BHEL PSER's 3X660 MW NTPC NORTH KARANPURA PROJECT TANDWA JHARKHAND. 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..
3. TAXES AND DUTIES CL CONTINUED 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.
- (i). 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.
 - (ii). 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.

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

4. TAXES AND DUTIES CONTD

(i). 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 SCC.

(ii). 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.

(iii). 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.

(iv). 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.

(v). 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.

(vi). 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.

(vii). 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.

(viii). 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.

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

5. MDCC & ROAD PERMIT: MDCC for dispatch of required quantity of cement shall be provided by BHEL North Karanpura site. Complete delivery of the MDCC quantity should be made at site within 30 days from the date of dispatch clearance (MDCC). Bidder shall arrange waybill at their own cost for supply of cement to site.
6. TRANSIT INSURANCE: Transit insurance from supplier's works / go-down to BHEL site stores shall be arranged by BHEL. Upon dispatch of material supplier has to immediately intimate underwriter of BHEL failing which transit loss if any would be borne by supplier
7. 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. 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.
8. 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.
9. 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. BHEL reserve the right to cancel the order in case of delay in delivery of cement by vendor and failure to comply with quality requirements.
 5. Guarantee / Warranty certificate to be furnished by the successful bidder.
 6. 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.
 7. Copy of Manufacturer's test result in original for 7 & 28 days submitted by successful bidder is to be accepted by BHEL/Site.
 8. Site Receipt Voucher shall be generated at site
 9. PACKING: The material should be delivered in original manufacturer's temper proof sealed packing. Packing shall be in non-returnable 50 kg bags only.
10. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL (Billing Documents): 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

11. TEST CERTIFICATE: Test certificates to be sent along with supply.
12. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): MDCC for dispatch of required quantity of cement shall be provided by BHEL North Karanpura site. Complete delivery of the MDCC quantity should be made at site within 30 days from the date of dispatch clearance (MDCC).
13. LIQUIDATED DAMAGE: It is to be clearly understood among the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. If the party fails to deliver the stores or any part thereof within the period fixed for delivering the quantity of materials for which Material dispatch clearance certificate has been issued by BHEL/Site purchaser may without any prejudice to the right of the bidder make liable to an LD of ½% (half percent) per week of the total value of undelivered portion of the material for which Material dispatch clearance certificate has been issued by BHEL subject to a maximum of 10% (Ten percent) of total order value
14. GOLDEN PARAMETERS
 - 1)Grade of Cement : OPC GR 43 as per IS:269:2015
 - 2)Content of performance improver in percentage : As per clause no 5.1.1 of IS:269 :2015
Limit of addition of Performance improver shall be 5 % and shall be inclusive of 1.0 % additives.
 - 3)Packing Material: HDPE/PP Woven Sacks conforming to IS 11652
15. 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 through corrigendum
 - b) GeM Bid
 - c) General Terms and Conditions on GeM.