



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

**BHARAT HEAVY ELECTRICALS LIMITED**

(A Govt. of India Undertaking)

**GEM BID  
EXTN +CORRIGENDUM**

Ref: GEM/2020/B/885292 –CORRIGENDUM-2

Date: 17-12-2020

|     |                                                                               |                                                                  |
|-----|-------------------------------------------------------------------------------|------------------------------------------------------------------|
| Sub | <b>EXTN+CORRIGENDUM</b>                                                       |                                                                  |
| Job | SUPPLY OF PORTLAND SLAG CEMENT AT NSPCL ROURKELAPP-II EXPANSION<br>(1X250 MW) |                                                                  |
| Ref | 1.0                                                                           | GEM BID REF NO <u><b>GEM/2020/B/885292 Dated: 14-12-2020</b></u> |

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 : 24-12-2020;16:00 HRS

-BID OPENING DATE : 24-12-2020;16:30 HRS

-Corrigendum – GEM/2020/B/885292(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 PORTLAND SLAG CEMENT (PSC AS PER IS: 455).
- 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 CEMENT (PSC AS PER IS:455) AT POWER PLANT OR ANY OTHER INFRASTRUCTURE PROJECT OR ANY OTHER INDUSTRY IN LAST THREE YEARS AS ON DATE OF SUBMISSION OF TENDER. BIDDER SHALL HAVE TO SUBMIT PURCHASE ORDER / COMPLETION CERTIFICATE IN SUPPORT OF THE ABOVE REQUIREMENT.
- 4) BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL TURNOVER OF Rs. 60 LAKH DURING THE LAST 3 (THREE) YEARS ENDING ON 31-09-2020. AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT OF THE COMPANY NEED TO BE SUBMITTED FOR LAST 3 (THREE) FINANCIAL YEARS ENDING ON 31-09-2020 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 CHARTERED ACCOUNTANT CERTIFIED FINANCIAL STATEMENTS ARE REQUIRED.
- 5) BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN). NOTE: CONSIDERATION OF BIDDER SHALL BE SUBJECT TO CUSTOMER'S APPROVAL.

SCOPE OF WORK: SUPPLY OF PORTLAND SLAG CEMENT (PSC) AS PER IS:455 (5000 MT) at BHEL PSER's 1X250 MW NSPCL ROURKELA PROJECT. SITE DETAILS 1X250 MW NSPCL Rourkela PP-II Expansion EPC Project is located at Rourkela in the district of Sundargarh Odisha India. Owner: NTPC Sail Power Company Limited (NSPCL) The nearest town is Rourkela. The site is well connected by road (NH 23) through a link road. Nearest railway station is Rourkela on Howrah-Mumbai main line (electrified double track broad gauge) that is approx. one km from the plant site. Nearest airport is Ranchi airport Jharkhand that is about 70 km by rail and 215 km by road from the site. PRICE BASIS: Price in INR should be quoted for FOR DESTINATION 1X250 MW NSPCL ROURKELA PROJECT SUNDARGARH ODISHA ON DOOR DELIVERY BASIS "means the bidder shall transport the Material and make the Material/Consignment available at BHEL store at 1X250 MW NSPCL ROURKELA PROJECT SUNDARGARH ODISHA.

5. TAXES AND DUTIES:

- 5.1 All taxes including GST with applicable cess (mentioned elsewhere in the Tender) , 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.
- 5.2 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.
- 5.3 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.

5.4 Since GST on output will be paid by BHEL as per invoice bidder's quoted rates/ price should be after considering the Input Credit under GST law at their end.

5.5 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.

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

5.7 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 SCC.

5.8 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.

5.9 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.

5.10 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.

5.11 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.

5.12 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.

5.13 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.

5.14 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.

2. TAXES AND DUTIES -CONTD 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.
3. PSC CEMENT -SUPPLY SCHEDULE-DEC 20-1250 MT
4. PSC CEMENT -SUPPLY SCHEDULE-JAN 20-1250 MT
5. PSC CEMENT -SUPPLY SCHEDULE-FEB 20-1250 MT
6. PSC CEMENT -SUPPLY SCHEDULE-MAR 20-1250 MT
7. MDCC & ROAD PERMIT: MDCC for dispatch of required quantity of cement shall be provided by BHEL Rourkela 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.
8. 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
9. 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.
10. 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.
11. 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 Rourkela 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.
12. PAYMENT TERMS:
- (A) payment would be released within 10 days after receipt of material at site and on submission of following documents:-
- 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.
- (B) 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-MR C) 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.
13. PAYMENT TERMS CONTD In addition to requirements of clause 23, Payment will be released on submission of following documents:-
- a) Invoice in triplicate along with Delivery Challan
  - b) Copy of Store Receipt Voucher
  - c) Copy manufacturer's test result in original for 7 & 28 days accepted by BHEL/Site.
  - d) payment will be released only after confirmation of receipt of TCS certificates from Vendor and full GST Credit to BHEL. Any Interest if levied thereon for reasons elaborated in Tax clause of the tender which is not attributable to BHEL will be recovered for the Final Payment / Retention). Paying Authority: RAO BHEL Site Office 1X250 MW NSPCL ROURKELA PROJECT ROURKELA SUNDARGARH ODISHA
14. 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
15. TEST CERTIFICATE: Test certificates to be sent along with supply.
16. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC): MDCC for dispatch of required quantity of cement shall be provided by BHEL Rourkela site. Complete delivery of the MDCC quantity should be made at site within 30 days from the date of dispatch clearance (MDCC).
17. 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.

18. TECHNICAL SPECIFICATION1 Specification : Conforming to IS :455(Latest)2 Whether ISI marked : Yes 3 Availability of Test Report from Central Govt/NABL/ILAC accredited lab to prove conformity to specification: Yes 4 Test Report to be submitted to the Buyer on Demand : Yes 5 Slag constituent in percent (Golden Parameter) :The granular slag constituent shall not be less than 25 percent and not more than 70 percent by mass of Portland slag cement” as per sl no 10.1.d) of IS 455.6 Physical Requirements :In compliance with requirements given in IS:455(latest)7Chemical Requirements : In compliance with requirements given in IS:455(latest)8 Packing material (Golden Parameter) : The cement shall be packed “HDPE/PP woven sacks conforming to IS 11652” as per sl no 5 of IS 4559 Net Quantity of Cement per bag (in kg): 50 10 Marking : As per IS:455 (latest)
19. 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 (ANNEXURE-A)
  - b) GeM Bid
  - c) General Terms and Conditions on GeM.