

Bid Corrigendum

GEM/2024/B/5031063-C3

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. 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. Buyer Added text based ATC clauses

ANNEXURE-A**PRE-QUALIFICATION CRITERIA**

JOB	SUPPLY OF ORDINARY PORTLAND CEMENT (GR-43) AS PER IS 269:2015 AT NTPC KAHALGAON STPS STAGE I & II (4x210 MW + 3x500 MW), BIHAR
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SL. NO	CRITERIA
1.0	FINANCIAL CRITERIA
	<p>A. BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF RS. 59.62 LACS DURING THREE CONSECUTIVE FINANCIAL YEARS 2020-21, 2021-22 AND 2022-2023 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.</p> <p>B. 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.</p> <p>C. 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.</p>
2.0	TECHNICAL CRITERIA
	<p>a. THE BIDDER SHOULD BE MANUFACTURER OF ORDINARY PORTLAND CEMENT (GR-43) AS PER IS 269:2015.</p>

	<p>b. 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).</p> <p>c. THE BIDDER SHOULD HAVE PREVIOUS EXPERIENCE OF SUPPLYING OF ORDINARY PORTLAND CEMENT (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.</p>
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NOTES

1	CONSORTIUM/JV BIDDING IS NOT ALLOWED.
2	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
3	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.
4	BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).

2. SCOPE OF WORK

SUPPLY OF ORDINARY PORTLAND CEMENT (OPC-GR-43) AS PER IS 269:2015 AT NTPC KAHALGAON STPS STAGE I & II (4x210 MW + 3x500 MW), BIHAR

SITE DETAIL

Kahalgaon Super Thermal Power Plant has been set up by NTPC, is located near Kahalgaon town in Bhagalpur district of Bihar State. The Stage-I & Stage -II of the Project were comprised of four (4) units of 210 MW, three (3) units of 500 MW respectively. The ultimate capacity of the project is 2340 MW (4 X 210 MW, Stage-I + 3 X 500 MW, Stage-II). As per Govt. of India norms, Flue Gas Desulfurization (FGD) system is being set up by NTPC for all units.

Bhagalpur town is located at a distance of about 30 kms from the plant. Colgong (Kahalgaon) railway station on Patna Kolkatta broad (BG) section of Eastern Railway (NR) is 2 kms away. The nearest airport is located at Patna at a distance of approximately 250 km from the project site.

3. TAXES AND DUTIES

3.1 Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.

Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.

Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.

3.2 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 successful bidder on BHEL for this project / work.

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

3.4 TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.

3.5 TDS under GST shall be deducted as per prevailing GST rules from the bills.

3.6 TCS

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

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

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

3.6.1.3 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.

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

3.6.3 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.

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

3.7 Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.

BHEL GSTN - Refer attached GSTN code table of BHEL.

Name - BHARAT HEAVY ELECTRICALS LIMITED

Address - Shall be intimated later.

Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.

3.8 Successful 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 send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances. Portal address and Email address - Shall be intimated later.

Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.

3.9 In case of delay in submission of above mentioned documents on the date of dispatch, BH

EL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.

3.10 In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful 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.

3.11 Successful 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, successful bidder shall also ensure prompt delivery of goods after despatch.

3.12 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, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.

3.13 Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.

3.14 Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract. Successful 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 successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.

3.15 Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

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

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4. 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.

5. 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.

6. SPECIAL INSTRUCTIONS

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

6.2 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.

6.3 The representative of the vendor should be available at Kahalgaon site whenever required as per BHEL site requirement to provide single window expeditious service and quality checks as per IS code.

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

6.5 Quality of cement is associated with shelf life. Shelf life of cement supplied should be in line with IS specification, taking into account manufacturing & transit time so that minimum 8 weeks shelf life is available from the date of receipt at site, for use of BHEL.

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

6.7 Site Receipt Voucher shall be generated at site

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

6.9 Transit Insurance shall be in scope of BHEL

7. DELIVERY PERIOD

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Delivery Period shall be 90 days from placement of PO as per delivery schedule given in GEM Bid document. MDCC for dispatch of required quantity of cement shall be provided by BHEL Kahalgaon FGD Site. Complete delivery of the MDCC quantity should be made at site within 30 days from the date of dispatch clearance (MDCC).

8. DOCUMENTS REQUIRED ALONG WITH DISPATCH OF MATERIAL

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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

9. Quality Instruction OPC Gr-43

- a. Preliminary Cement will be accepted on the basis of 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 supplier shall be available to carry out Joint Sampling of Cement, if required.
- c. 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.

10. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC)

MDCC for dispatch of required quantity of cement shall be issued by BHEL KAHALGAON site. 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.

11. OTHER TERMS

100% price excluding GST shall be released within 90 days after receipt of material at site and on submission of following documents:

The following documents are required to be submitted within 40 days after receipt and acceptance of material at site for the payment: -

- 1) GST compliant Invoice (1 original plus 2 copies) along with 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 Days and 28 Days.

GST amount shall be released subject to fulfilment of the following:

1. You declaring such Invoice in your IFF/GSTR-1; and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal
2. Receipt of Goods / services and Tax Invoice by BHEL.

3. Confirmation of payment of GST thereon by you on GSTN Portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.

4. Above is subject to receipt of goods / service and tax invoice thereof along with you declaring invoice in your 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 tender which is not attributable to BHEL will be recovered for the Final Payment / Retention

12. ORDER OF PRECEDENCE:

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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 (ANNEXURE-A)
- b) GeM Bid
- c) General Terms and Conditions on GeM.

3. Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address
BHEL SITE OFFICE
BHEL-ESP (R&M) Stage-1 (4 X 210 MW)
Old BMD Office- NTPC
1st Floor, Near Stage-1 Chimney
NTPC-Kahalgau, Bhagalpur, Bihar, PIN-813214
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. 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.
6. 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.
7. 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby 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 specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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 within 4 days of bid publication on GeM. 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.

*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](#)