

TENDER DOCUMENT
FOR
ANNUAL RATE CONTRACT
FOR
SUPPLY OF CEMENT
FOR THE YEAR 2020-21
AT
DIFFERENT UNITS/ PROJECT
SITES OF BHEL



Contributing to Create a New India

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

(भारत सरकार का उपक्रम)

BHARAT HEAVY ELECTRICALS LIMITED

(A Govt. of India Undertaking)

पावर सेक्टर, उ.क्षे.परिसर, प्लॉट नं.25, सेक्टर-16ए, नोएडा-201301,

Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301

पंजीकृत कार्यालय-बीएचईएल हाउस, सिरी फोर्ट, नई दिल्ली-110049, Regd.Office: BHEL House, Siri Fort, N. Delhi-110049

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  Contributing to Create a New India SubContract and Purchase Department.	भारत हेवी इलेक्ट्रिकल्स लिमिटेड (भारत सरकार का उपक्रम) BHARAT HEAVY ELECTRICALS LIMITED (A Govt. of India Undertaking) पावर सेक्टर, उ.क्षे.परिसर, प्लॉट नं.25, सेक्टर-16ए, नोएडा-201301, Power Sector-Northern Region, Plot no.25, Sector 16 A, Noida -201301 Ph : 0120-241 6275/6292 , Fax: 0120-2416525 E-mail: anuranjan@bhel.in / ick@bhel.in
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NOTICE INVITING TENDER

Sealed quotations are invited from reputed authorised suppliers of CEMENT (opc Gr-43, OPC Gr-53, PPC & PSC) conforming to latest IS Code as mentioned in VOL-A (PART-I), for supply to different Projects/Units of BHEL, on Annual Rate Contract basis in **two part bid** system **THROUGH E-PROCUREMENT PORTAL** <https://bhel.abcpurchase.com> **ONLY** in the following format and TERMS & CONDITIONS, as given below :

E-TENDER ENQUIRY NO. : BHEL/PSNR/SCP/RC-CEMENT/E-3128 (E-Tender)

ISSUE DATE : 04.03.2020

Last Date for Seeking Clarifications : 16.03.2020

Last date & time for submission of offers : 24.03.2020; 15:00 Hrs.

Due date & time of opening of Offers : 24.03.2020; 15:30 Hrs

Validity Period : 90 Days from the date of PART-I (Techno-Commercial Bid) opening.

Type of Tender : Two Parts

Part-I : Techno-Commercial Bid

- VOL – 'A': DESCRIPTION OF ITEM.
- VOL – 'B': TENTATIVE MONTHLY REQUIREMENT
- VOL – 'C': QUALIFYING REQUIREMENT
- VOL – 'D': SPECIAL CONDITIONS OF CONTRACT (SCC).
- VOL – 'E': GENERAL CONDITION OF CONTRACT (GCC) Rev. – 02.
- VOL – 'F': INTEGRITY PACT
- VOL – 'G': UNPRICE FORMAT.

Part-II : Price Bid

- VOL – 'H': PRICE SCHEDULE

VOL-'A'**DESCRIPTION OF ITEM**

SL. NO.	SITE / LOCATION	ITEM DESCRIPTION WITH SPECIFICATION	QTY (MT)
1	HEAVY ELECTRICAL EQUIPMENT PLANT, RANIPUR, HARIDWAR, UTTARAKHAND	OPC-43	852
2	CENTRAL FOUNDRY FORGE PLANT, RANIPUR, HARIDWAR, UTTARAKHAND	OPC-43	300
3	COMPONENT FABRICATION PLANT, RUDRAPUR, UTTARAKHAND	OPC-43	25
4	HEAVY ELECTRICAL PLANT, PIPLANI, BHOPAL	PPC IS:1489	2410
5	HEAVY POWER EQUIPMENT PLANT, RAMACHANDRAPURAM, HYDERABAD	OPC-43	900
6	HIGH PRESSURE BOILER PLANT, TIRUCHIRAPALLI	OPC-43	1200
7	TRANSFORMER PLANT, BHEL JHANSI, U.P.	PPC IS:1489	800
8	BHEL PSER NORTH KARANPURA, JHARKHAND	OPC-43	10420
9	BHEL PSER NORTH KARANPURA, JHARKHAND	PPC IS:1489	31622
10	BHEL PSER BARAUNI EPC SITE, BIHAR	OPC-43	3800
11	BHEL PSER BARAUNI EPC SITE, BIHAR	PSC IS:455	4300
12	BHEL PSER NSPCL ROURKELA, ODISHA	PSC IS:455	8750
13	BHEL PSWR PATRATU, JHARKHAND	PPC IS:1489	90000
14	BHEL PSWR PATRATU, JHARKHAND	OPC-43	18000
15	BHEL PSWR BHUSAWAL, MAHARASHTRA	OPC-43	48000
16	BHEL PSWR NTPC MAUDA FGD, MAHARASHTRA	PPC IS:1489	14400
17	BHEL PSWR NTPC MAUDA FGD, MAHARASHTRA	OPC-43	2400
18	BHEL PSWR NTPC BHILAI FGD, CHHATTISGARH	PPC IS:1489	9000
19	BHEL PSWR NTPC BHILAI FGD, CHHATTISGARH	OPC-43	1400
20	BHEL PSWR NTPC RAMAGUNDAM FGD, TELANGANA	PPC IS:1489	22000
21	BHEL PSWR NTPC RAMAGUNDAM FGD, TELANGANA	OPC-43	3500
22	BHEL PSWR NTPC KORBA FGD, CHHATTISGARH	PPC IS:1489	30000
23	BHEL PSWR NTPC KORBA FGD, CHHATTISGARH	OPC-43	3500
24	BHEL PSWR MANUGURU, TELANGANA	OPC-43	7000
25	BHEL PSSR 2X660 MW, UDANGUDI, TAMILNADU	OPC-43	96875
26	BHEL PSSR 2X660 MW, UDANGUDI, TAMILNADU	PSC IS:455	21345
27	BHEL PSSR 2X800 MW, UPPUR, TAMILNADU	OPC-43	16712
28	BHEL PSSR 1X370 MW, YELAHANKA CCPP, KARNATAKA (in BULKER)	OPC-43	1400
29	BHEL PSSR 1X370 MW, YELAHANKA CCPP, KARNATAKA (in BAG)	OPC-43	80
30	BHEL PSSR 1X370 MW, YADADRI TPP, TELANGANA	OPC-43	68300
31	BHEL PSNR KHURJA SITE, BULANDSHAHAH, U.P.	PPC IS:1489	14600
32	BHEL PSNR KHURJA SITE, BULANDSHAHAH, U.P.	OPC-43	1000
33	BHEL PSNR PANKI SITE, KANPUR, U.P.	OPC-43	60000
34	BHEL PSNR PANKI SITE, KANPUR, U.P.	OPC-53	5000

OPC-43: ORDINARY PORTLAND CEMENT Gr-43 as per IS: 269;**OPC-53: ORDINARY PORTLAND CEMENT Gr-53 as per IS: 269;****PPC: PORTLAND POZZOLANA CEMENT as per IS: 1489;****PSC: PORTLAND SLAG CEMENT as per IS: 455**

VOL-'B'**Tentative month-wise requirement of different locations of BHEL Units/Regions/Site.**

SL. NO.	SITE / LOCATION	ITEM DESCRIPTION WITH SPECIFICATION	QTY (MT)	JULY'20	AUG'20	SEPT'20	OCT'20	NOV'20	DEC'20	JAN'21	FEB'21	MAR'21	APR'21	MAY'21	JUN'21
1	HEAVY ELECTRICAL EQUIPMENT PLANT, RANIPUR, HARIDWAR, UTTARAKHAND	OPC-43	852	70	82	82	94	82	58	58	58	58	58	70	82
2	CENTRAL FOUNDRY FORGE PLANT, RANIPUR, HARIDWAR, UTTARAKHAND	OPC-43	300	25	25	25	25	25	25	25	25	25	25	25	25
3	COMPONENT FABRICATION PLANT, RUDRAPUR, UTTARAKHAND	OPC-43	25	10	0	0	0	8	0	0	0	7	0	0	0
4	HEAVY ELECTRICAL PLANT, PIPLANI, BHOPAL	PPC IS:1489	2410	125	125	125	200	250	220	270	270	225	200	200	200
5	HEAVY POWER EQUIPMENT PLANT, RAMACHANDRAPURAM, HYDERABAD	OPC-43	900	100	50	100	50	100	100	100	50	50	100	50	50
6	HIGH PRESSURE BOILER PLANT, TIRUCHIRAPALLI	OPC-43	1200	50	50	50	100	100	100	125	200	125	125	125	125
7	TRANSFORMER PLANT, BHEL JHANSI, U.P.	PPC IS:1489	800	200	200	200	200	200	200	200	200	200	200	200	200
8	BHEL PSER NORTH KARANPURA, JHARKHAND	OPC-43	10420	1,475	1,583	1,250	822	925	943	718	160	385	813	795	550
9	BHEL PSER NORTH KARANPURA, JHARKHAND	PPC IS:1489	31622	1,507	1,980	2,430	2,540	2,743	3,178	2,706	2,669	2,676	2,669	2,669	3,856
10	BHEL PSER BARAUNI EPC SITE, BIHAR	OPC-43	3800	300	300	300	400	500	500	500	300	300	200	200	200
11	BHEL PSER BARAUNI EPC SITE, BIHAR	PSC IS:455	4300	300	300	300	300	500	500	500	500	500	200	200	200
12	BHEL PSER NSPCL ROURLA, ODISHA	PSC IS:455	8750	1000	1000	1000	1000	1000	1000	1000	1000	750	750	750	750
13	BHEL PSWR PATRATU, JHARKHAND	PPC IS:1489	90000	7500	7500	7500	7500	7500	7500	7500	7500	7500	7500	7500	7500
14	BHEL PSWR PATRATU, JHARKHAND	OPC-43	18000	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500	1500
15	BHEL PSWR BHUSAWAL, MAHARASHTRA	OPC-43	48000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000	4000
16	BHEL PSWR NTPC MAUDA FGD, MAHARASHTRA	PPC IS:1489	14400	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200
17	BHEL PSWR NTPC MAUDA FGD, MAHARASHTRA	OPC-43	2400	200	200	200	200	200	200	200	200	200	200	200	200
18	BHEL PSWR NTPC BHILAI FGD, CHHATTISGARH	PPC IS:1489	9000	500	500	500	500	500	500	1000	1000	1000	1000	1000	1000
19	BHEL PSWR NTPC BHILAI FGD, CHHATTISGARH	OPC-43	1400												
20	BHEL PSWR NTPC RAMAGUNDAM FGD, TELANGANA	PPC IS:1489	22000	1000	1000	2000	2000	2000	2000	2000	2000	2000	2000	2000	2000
21	BHEL PSWR NTPC RAMAGUNDAM FGD, TELANGANA	OPC-43	3500						500	500	500	500	500	500	500
22	BHEL PSWR NTPC KORBA FGD, CHHATTISGARH	PPC IS:1489	30000	2000	2000	2000	2000	2000	2000	3000	3000	3000	3000	3000	3000
23	BHEL PSWR NTPC KORBA FGD, CHHATTISGARH	OPC-43	3500						500	500	500	500	500	500	500
24	BHEL PSWR MANUGURU, TELANGANA	OPC-43	7000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000	1000
25	BHEL PSR 2X660 MW, UDANGUDI, TAMILNADU	OPC-43	96875	7250	7250	7250	7875	7875	8375	8500	8500	8500	8500	8500	8500
26	BHEL PSR 2X660 MW, UDANGUDI, TAMILNADU	PSC IS:455	21345	650	810	985	1500	2000	2200	2200	2200	2200	2200	2200	2200
27	BHEL PSR 2X800 MW, UPPUR, TAMILNADU	OPC-43	16712	646	760	855	1140	1330	1463	1577	1691	1805	1830	1790	1825
28	BHEL PSR 1X370 MW, YELAHANKA CCPP, KARNATAKA (in BULKER)	OPC-43	1400	450	450	300	200								
29	BHEL PSR 1X370 MW, YELAHANKA CCPP, KARNATAKA (in BAG)	OPC-43	80	20	20	20	20								
30	BHEL PSR 1X370 MW, YADADRI TPP, TELANGANA	OPC-43	68300			8000	8000	8000	12000	12000	11300	9000			
31	BHEL PSNR KHURJA SITE, BULANDSHAHAR, U.P.	PPC IS:1489	14600	3000	3000	1500	1500	700	700	700	700	700	700	700	700
32	BHEL PSNR KHURJA SITE, BULANDSHAHAR, U.P.	OPC-43	1000												
33	BHEL PSNR PANKI SITE, KANPUR, U.P.	OPC-43	60000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000	5000
34	BHEL PSNR PANKI SITE, KANPUR, U.P.	OPC-53	5000	500	500	500	500	500	500	500	500	500	500	500	500

VOL-‘C’**QUALIFYING REQUIREMENT:**

SL. NO.	QUALIFYING REQUIREMENT	DOCUMENTARY EVIDENCE
1	Bidders should be a manufacturer of CEMENT with a valid BIS License as follows:	Valid BIS Licence for the quoted items. (i) PPC : IS:1489 (ii) OPC : IS:269 (iii) PSC : IS:455
2	The Bidder should have positive net worth (Only in case of companies). Note: Net worth shall be calculated based on Audited Accounts for Financial Year 2018-2019. Net Worth = Paid up Share capital* + Reserves (* Share Capital or Partnership Capital or Proprietor Capital as the case may be)	Audited Financial Statements for the Financial Year 2018-19.
3	The bidder should have PAN No. and GST Registration No.	Documentary proof like copy of PAN Card & GST Certificate etc.
4	For the Items required at Project Sites, offers of Techno-commercially acceptable bidder(s) shall be further processed after approval of respective customer as required.	

VOL – ‘D’**SPECIAL CONDITIONS OF CONTRACT (SCC)****1. Mode & Method of Submission of Tender**

This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com/EPROC>. The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com/EPROC>.

No Hard copy bid or bids through email/ fax shall be accepted.

Bids are invited in two parts & shall be submitted as described below:

<i>BID DESCRIPTION</i>	<i>DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING DOCUMENTS</i>
PART-I TECHNO-COMMERCIAL BID [Contain all Techno-Commercial terms & Conditions except PRICE SCHEDULE].	1) DULY AUTHORISE SIGNED & STAMPED COPY OF TENDER DOCUMENTS WITH ALL THE ANNEXURES OF GCC. (To be attached in Attachment section). 2). DULY FILLED ALL THE TABLES IN TERMS OF ACCEPTANCE OF CLAUSES AND UNPRICED FORMAT WITH PROPER HSN CODE & GST RATE AS PER NIT (To be submitted with offer). 3). NO DEVIATION CERTIFICATE ON BIDDERS LETTERHEAD AS PER FORMAT GIVEN IN GCC ANNEXURE-III (To be attached in Attachment section).
PART-II PRICE BID [Consist of details of PRICES ONLY].	4). DULY FILLED IN PRICE SCHEDULE AS PER TENDER. (To be submitted with offer) <i>Any other document uploaded in the price bid, as per tender format, shall not be taken into cognizance for evaluation of offer.</i>

Subsequent to techno commercial scrutiny, qualified Bidder shall be informed the date and time of opening of the Price Bid through system-generated email from BHEL E-Procurement system.

The price bids of the techno-commercially qualified bidders meeting the Qualifying requirements shall only be opened.

Tenderers or their authorized representatives may witness the event online through BHEL E-Procurement site (<https://bhel.abcprocure.com>).

Those Bidders who want to quote for selective items, should necessarily put/indicate zero (0) against those items for which they are not interested to quote. The same shall be necessarily indicated by the bidders in their cover letter submitted along with techno-commercial bid (Part-I).

Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

2. SCOPE OF WORK:

ANNUAL RATE CONTRACT FOR Supply of Cement for DIFFERENT UNITS/PROJECT SITES OF BHEL on F.O.R. Destination Basis.

a) DIFFERENT UNITS OF BHEL ARE AS FOLLOWS:

- (i) BHEL HEEP, HARIDWAR, U.K.; - 852 MT OPC-43;
- (ii) BHEL CFFP, HARIDWAR, U.K.; - 300 MT OPC-43;
- (iii) BHEL CFP, RUDRAPUR, U.K.; - 25 MT OPC-43;
- (iv) BHEL HEP, BHOPAL, M.P. ; - 2410 MT PPC;
- (v) BHEL HPEP, HYDERABAD; - 900 MT OPC-43;
- (vi) BHEL HPBP, TRICHY; - 1200 MT OPC;
- (vii) BHEL TP, JHANSI - 800 MT PPC

b) DIFFERENT PROJECTS/SITES OF BHEL ARE AS FOLLOWS:

- (i) BHEL PSNR PANKI SITE, KANPUR, U.P. – 60000 MT OPC GR-43;
- (ii) BHEL PSNR PANKI SITE, KANPUR, U.P. – 5000 MT OPC GR-53;
- (iii) BHEL PSNR KHURJA SITE, BULANDSHAHAH, U.P.; - 1000 MT OPC-43;
- (iv) BHEL PSNR KHURJA SITE, BULANDSHAHAH, U.P.; - 14600 MT PPC;
- (v) BHEL PSER NORTH KARANPURA, JHARKHAND - 10420 MT OPC-43;
- (vi) BHEL PSER NORTH KARANPURA, JHARKHAND - 31622 MT PPC;
- (vii) BHEL PSER BARAUNI EPC SITE, BIHAR - 3800 MT OPC-43;
- (viii) BHEL PSER BARAUNI EPC SITE, BIHAR - 4300 MT PSC;
- (ix) BHEL PSER NSPCL ROURKELA, ODISHA - 8750 MT PSC;
- (x) BHEL PSWR PATRATU, JHARKHAND - 90000 MT PPC;
- (xi) BHEL PSWR PATRATU, JHARKHAND - 18000 MT OPC GR-43;
- (xii) BHEL PSWR BHUSAWAL, MAHARASHTRA - 48000 MT OPC GR-43;
- (xiii) BHEL PSWR NTPC MAUDA FGD, MAHARASHTRA - 14400 MT PPC;
- (xiv) BHEL PSWR NTPC MAUDA FGD, MAHARASHTRA - 2400 MT OPC Gr-43;
- (xv) BHEL PSWR NTPC BHILAI FGD, CHHATTISGARH - 9000 MT PPC;
- (xvi) BHEL PSWR NTPC BHILAI FGD, CHHATTISGARH - 1400 MT OPC Gr-43;
- (xvii) BHEL PSWR NTPC RAMAGUNDAM FGD, TELANGANA - 22000 MT PPC;
- (xviii) BHEL PSWR NTPC RAMAGUNDAM FGD, TELANGANA - 3500 MT OPC-43;
- (xix) BHEL PSWR NTPC KORBA FGD, CHHATTISGARH - 30000 MT PPC;
- (xx) BHEL PSWR NTPC KORBA FGD, CHHATTISGARH - 3500 MT OPC-43;
- (xxi) BHEL PSWR MANUGURU, TELANGANA - 7000 MT OPC-43;
- (xxii) BHEL PSSR 2X660 MW, UDANGUDI, TAMILNADU - 96875 MT OPC-43;
- (xxiii) BHEL PSSR 2X660 MW, UDANGUDI, TAMILNADU - 21345 MT PSC;
- (xxiv) BHEL PSSR 2X800 MW, UPPUR, TAMILNADU - 16712 MT OPC-43;
- (xxv) BHEL PSSR 1X370 MW, YELAHANKA CCPP, KARNATAKA - 1400 MT OPC-43 (BULKER)
- (xxvi) BHEL PSSR 1X370 MW, YELAHANKA CCPP, KARNATAKA - 80 MT OPC-43 (BAG)
- (xxvii) BHEL PSSR 1X370 MW, YADADRI TPP, TELANGANA - 68300 MT OPC-43

Unloading of materials at Destination/Site shall be in the BHEL's scope. However demurrages on account of delay in unloading due to improper packing, non-availability of proper dunnage, not adhering to the tender conditions and other reasons attributable to supplier shall be on supplier's accounts only. Prior despatch clearance shall be obtained by vendor from BHEL.

3. EVALUATION CRITERIA:

Tender will be evaluated ITEMWISE based On the Net Cost to BHEL on F.O.R basis, as indicated in Price Bid (PART – “II”) of Tender. However order shall be placed on the Total Amount F.O.R. Basis inclusive of GST. BHEL also reserves the right for not placing the order depending upon requirement.

Those Bidders who want to quote for selective items, should necessarily put/indicate zero (0) against those items for which they are not interested to quote. The same shall be necessarily indicated by the bidders in their cover letter submitted along with techno-commercial bid (Part-I).

BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed online price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Successful bidder after RA has to furnish break up of RA closing price between the respective line items tendered for as per the Price Bid format.

In case BHEL decides to go for RA, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the RA. Those bidders who have given their acceptance to participate in RA will have to necessarily submit 'Online sealed bid' in the RA. Non submission of 'Online sealed bid' by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guide lines in vogue.

4. TAXES AND DUTIES:

4.1. Price quoted should be inclusive of all applicable Taxes/charges but Excluding GST. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.

GST Shall be payable extra as per following:-

4.2 Contractor/Vendor has to issue invoice indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder. With the implementation of e way bill provisions, contractor shall comply with same as applicable.

4.3 Vendor has to submit GST compliant invoice within seven days from the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice & GR/LR/RR to BHEL before movement of goods starts. Special care should be taken in case of month end transactions.

4.4 Applicable GST amount shall be released on fulfilment of all the following conditions by the Contractor: -

(a) Supply of goods and/or services have been received by BHEL.

(b) Original Tax Invoice has been submitted to BHEL.

(c) Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

4.5 TDS under GST laws as applicable shall be deducted. Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.

4.5 In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contractor's due payment.

4.6 Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contractor.

4.7 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.

4.8 Variation in Taxes & Duties:

Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.

In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contractor only and within the contractual delivery period only.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

4.1.1. Modalities of Tax Incidence on BHEL:

Where GST law permits more than one option or methodology for discharging liability of tax/levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.

The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

5. RATES:

The supply of Cement shall be made at the accepted rate on FOR Basis. Prices shall remain firm for the entire contract period.

6. VALIDITY OF OFFER:

Price Offer should be valid for a period of 90 Days from the date of Techno-commercial Bid (Part-I) opening till finalization of Rate Contract.

However, the terms & conditions, prices of the ARC(Annual Rate Contract :2020-21) must remain valid for the whole period of ARC from the date of commencement of rate contract order so as to procure in phases depending upon the site requirement and Store space availability.

7. ORDERING:

The Purchase orders will be placed for Units/Project Sites by respective BHEL Units/PS-Regions. Purchase order will be placed tentatively as per requirement mentioned in VOL-B by respective BHEL Units/PS-Regions.

For project sites, Orders will be placed by respective Power Sector Regional Head Quarters, viz., PSNR Noida, PSER Kolkata, PSSR Chennai & PSWR Nagpur.

For Units, Orders will be placed by respective MM department of BHEL HEEP/CFFP Haridwar, HPBP Trichy, HPEP Hyderabad, TP Jagdishpur, CFP Rudrapur & HEP Bhopal.

If there is any shortfall in the requirement of Cements in One Year contract period, there shall be no commercial implication on BHEL.

BHEL may short close the contract at any stage without assigning any reasons.

8. ORDERING PHILOSOPHY:

[Specifically followed for the item wherein quantity is more than 10000 MT]

BHEL reserves the right to split the order item wise between L1 and other qualified bidders in the ratio 60:40, in the following mode.

Step-1: L-1 Bidder shall be awarded with acceptable L-1 rate for 60% quantity.

Step-2: For the award of remaining 40% for the same item, next bidder in the order of Price Competitiveness (i.e. L-2, L-3 and hence forth) shall be given an opportunity to match the awarded L-1 rate. In case none of the bidders agree to match the awarded L-1 price, then BHEL may consider award of left over 40% to L-1 bidder at the awarded L-1 rate for the respective items.

9. ORDERING QUANTITY TOLERANCE:

During the currency of the contract, Purchaser at its sole discretion, reserves the right to vary the contract quantity by +/-30% at Rate, Terms and Conditions of the initial orders without assigning any reason. In case Quantity Variation clause on +30% side is required to be operated same will be informed to vendor by the purchaser prior to schedule delivery completion period (including extended period, if any). Delivery extension on pro-rata basis shall be given for supply of these additional quantity.

10. DELIVERY :

Dispatch of material shall start within 5-10 Days from the date of issuance of MDCC based on released Purchase Order from respective Units/Project Sites OR as per their requirement. Delivery shall be completed within the time period indicated in the respective POs issued from Units/PS-Regions tentatively based on monthly requirement as per Vol-B.

Note: LR/ GR/ RR date (treated as the date of dispatch) shall also mean as date of Delivery for levying LD. However if date of receipt of material at destination is beyond ten (10) days from the date of LR, such excess period shall be considered for LD purpose.

11. MATERIAL DISPATCH CLEARANCE CERTIFICATE (MDCC):

MDCC shall be issued by BHEL. No material shall be dispatched by supplier unless and until Material Dispatch Clearance Certificate (MDCC) issued by BHEL MUs/Site.

12. MODE OF DISPATCH & ROAD PERMIT:

The packing and transportation of the stores shall be done at the expense of the successful tenderer. E-way bill / road permit (if applicable) to be arranged by supplier.

13. TRANSIT INSURANCE:

Transit Insurance of material is in Supplier's scope. Successful tenderer shall insure the material at their cost for transportation.

14. INSPECTION:

Final inspection will be done at site. Pre dispatch inspection is not required. However, Test certificate for 3 days, 7 days and 28 days shall be required under billing documents.

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

Site test for Cement shall be conducted as per BHEL/Customer's field quality plan however BHEL also reserves the right to conduct necessary test at vendor's works, if required.

15. TEST CERTIFICATE:

Test certificates to be sent along with supply.

16. WEIGHMENT:

Variation in weights will be governed by the respective IS code of cements. However, weighment and weight tolerance on receipt, if required, shall be specifically indicated in P.O. to be issued from respective Units/PS-Regions.

17. SUBMISSION OF BILL:

Pre-receipted bill in triplicate along with signed challan in duplicate, LR Copy, Original Test Certificate are to be submitted to the concerned department. Payment shall be released on certified bills by the concerned authority.

18. PAYMENT TERMS:

- 90% F.O.R. price excluding GST (on 100% F.O.R value) shall be released within 30 days after receipt & acceptance of material at site and submission of following documents: -
 - a) GST Complaint Invoice (1 Original + 2 copies) in line with clause 4 of SCC.
 - b) Copy of LR.
 - c) Copy of manufacturer's test result in original showing compressive strength of 3 days & 7 days.
- Applicable GST (on 100% F.O.R value) shall be released upon compliance of documents mentioned in **clause no. 4.4 [Taxes & Duties]** of SCC above.
- Balance 10% F.O.R. price excluding GST payment shall be released within 30 days on submission of Copy of manufacturer's test result in original showing compressive strength of 28 days.

19. PAYING AUTHORITY:

Payment shall be done by respective ordering Units/Project Sites. However, details of Consignee & Billing Address shall be clearly mentioned in PO issued by respective BHEL Units/PS-regions.

20. PERFORMANCE BANK GUARANTEE & EMD: Not applicable.**21. GUARANTEE / WARRANTY:**

Quality of cement is associated with shelf life. 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. Removal of defective material from our Site shall be arranged by vendor at their own cost failing which BHEL shall arrange disposal at the risk & cost of bidder and subsequent to replacement with a fresh acceptable material without jeopardizing project schedule and without any additional cost implication.

22. LIQUIDATED DAMAGE:

LD shall be 0.5% per week of delay or part thereof the total value of the undespached/undelivered portion of the material for which Material Dispatch Clearance Certificate (MDCC) has been issued by BHEL subject to a maximum of 10% of the total order value. In case of any amendment/ revision, the LD shall be linked to the amended/revised PO value.

23. Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid – PART-II /Vol -H
- d. Special Conditions of Contract – Vol - D
- e. General Conditions of Contract (GCC) - Vol- E