

ANNEXURE-A

BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS

1. PRE-QUALIFICATION CRITERIA

JOB	SUPPLY OF ORDINARY PORTLAND CEMENT-4000 MT (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
FINANCIAL CRITERIA	
1.0 (a)	BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF RS. 85.31 LACS DURING THREE CONSECUTIVE FINANCIAL YEARS 2019-20, 2020-21 AND 2021-2022 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.
(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.
(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.
TECHNICAL CRITERIA	
2.1	THE BIDDER SHOULD BE MANUFACTURER OF ORDINARY PORTLAND CEMENT (GR-43) AS PER IS 269:2015.
2.2	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).
2.3	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.
NOTES	
1.0	CONSORTIUM/JV BIDDING IS NOT ALLOWED.
2.0	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.
3.0	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.
4.0	BIDDER SHOULD HAVE VALID PAN. RELEVANT DOCUMENT IN SUPPORT OF ABOVE NEEDS TO BE SUBMITTED.

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 DETAILS :

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 Desulphurization (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 The contractor shall pay all taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit. However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.

3.2 GST (Goods and Services Tax)

3.2.1 GST as applicable on output supply (goods/services) are include in contractor's/supplier's scope; therefore, contractor's/supplier's price/rates shall be inclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.

3.2.2 Contractor has to submit GST registration certificate of the concerned state.

Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.

3.2.3 TDS as applicable under GST law shall be deducted from contractor's bill.

3.2.4 Contractor shall comply with the provisions of e-way bill wherever applicable.

Further wherever provisions of GST Act permits, all the e-way bills, road permits etc. required for transportation of goods needs to be arranged by the contractor.

3.2.5 In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.

3.2.6 In case the vendor is not required to prepare invoice in terms of Rule 48(4), a declaration regarding the same to be submitted along with the invoice.

3.3 Income Tax:

TDS U/S 194Q as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted from contractor's b

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

6.10. All participating bidders shall be asked to confirm the % of GST considered in their quoted price during commercial clarification stage of the tender.

7.0 DELIVERY PERIOD

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).

8.0 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
- c) Copy of Material Dispatch Clearance Certificate issued by BHEL site.
- d) Guarantee Certificate.
- e) Copy of LR /Delivery Challan

9.0: 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.

10.0 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.

11.0 OTHER TERMS

Payment shall be released within 90 days after receipt and acceptance of material at site.

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

- i) Such invoice appearing in GSTR-2A of BHEL on filing of valid returns by vendor as per GST law within timeline prescribed for availing ITC by BHEL, and
- ii) Receipt of goods / services and Tax invoice by BHEL, and
- iii) Confirmation of payment of GST thereon by vendor on GSTN portal.

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

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.

12. Standard Taxes & Duties clauses

1	All taxes excluding GST, but including BOCW Cess, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract shall be borne by successful bidder and shall not be payable extra by BHEL. 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. Bidder's quoted/ accepted rates/ price shall be inclusive of all such requirements.
2	GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by BHEL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
3	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.
4	Since GST on output will be paid by BHEL separately as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
5	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
6	TDS under GST shall be deducted as per prevailing GST rules from the bills.
7	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.

a	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
b	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
c	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
d	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.
e	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.
f	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.
g	You shall comply with all statutory amendment/notifications in this respect.
8	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.
9	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.
10	In case of delay in submission of 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 successful bidder, in case such delay is not attributable to BHEL.
11	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.
12	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 dispatch.
13	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.
14	Successful bidder shall upload the invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act, and the same is available to BHEL in FORM GSTR-2A/2B electronically through the common portal. 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 successful bidder along with interest levied / leviable on BHEL.
15	Way Bill: Successful bidder to arrange for way bill / e-waybill for any transfer 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.

16	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.
17	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.
18	BOCW Cess: The bidder shall get registered and comply with the provisions of the BOCW Act along with allied Rules and pay cess as per the Cess Act along with the allied Rules. The bidder shall indemnify BHEL from all consequences, liabilities, penalties, deductions, etc. with respect to customer and/or authorities.