

	Bharat Heavy Electricals Limited (A Government of India Undertaking) Power Sector – Southern Region Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097 Phone: 044 24342458 / 2828 6769 / 6874 / 6875, Email: narayanan@bhel.in; sprabhu@bhel.in; hena@bhel.in;
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Enq: ENQ:21:PS:0005:PUR:1

Date: 04/02/2022

Offers are invited for Providing, installing and handing over of two covered coal sheds covering three coal stock piles using tubular steel sections conforming to IS 1161 / IS 4923 and Steel structural sections conforming to IS 2062-2006, Roof monitor if required shall be provided on full length as per the requirement through e-procurement portal <https://eprocurebhel.co.in> for 2 X 660 MW - ENNORE SEZ SUPERCRITICAL THERMAL POWER PROJECT AT ASH DYKE OF NCTPS

Scope is inclusive of Designing, supplying, fabrication, welding, painting, handling, assembling & erection in position of tubular space frame structure or Steel framed structure, cladding sheets (roof and side sheeting) and handing over to customer.

This is an E-tender floated online through our E-Procurement <https://eprocurebhel.co.in> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://eprocurebhel.co.in> Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described below:

Contact Details

Agency	Contact Details	
BHEL, PSSR, Chennai	Address	BHEL,PSSR(HQ) CHENNAI Tek Towers, No. 11, Old Mahabalipuram Road Okkiyam Thoraipakkam, Chennai - 600097
	Name & Ph. no	1) Narayanan S (MANAGER / Purchase) - ph 044 2458 9445; email: narayanan@bhel.in 2) HENA EBEN (DGM/purchase) – ph 044 2458 9542; email hena@bhel.in 3) S. PRABHU KUMAR (AGM/Purchase) – ph 044 2458 9541; email sprabhu@bhel.in

1. DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING

OFFER DESCRIPTION	DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING
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TECHNICAL OFFER	<p>1. Scanned copy of</p> <p>(a) Power of Attorney document mentioned with Tender Number / date in Non Judicial Stamp paper and Notarised. (Mandatory). To be attached in Attachment section. Vendor offer may be liable to be rejected if not submitted)</p> <p>(b). Scanned copy of duly filled in Integrity Pact (IP) document – Applicable (Required to be submitted).</p> <p>(c) Authorization Letter (in letter head)</p> <p>(d) Covering letter of offer (in letter head)</p> <p>2. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section).</p> <p>3. Scanned copy of Techno-Commercial Offer along with duly Filled Copy</p> <p>4. Duly filled all annexures.</p> <p>5. Copy of corrigendum, if applicable</p> <p>6. All supporting documents/ Annexures etc as applicable</p> <p>7. No deviation certificate in bidders Letterhead as per format given in Volume 1D forms and procedures. (Mandatory). To be attached in Attachment section. Vendor offer liable to be rejected if not submitted).</p> <p>7A. Make in India certificate- under preference to Make In India order Certificate</p> <p>7B. An Undertaking that the imports are not from restricted countries.</p>
PRE-QUALIFICATION PART	<p>8. Pre-qualifying documents as per PQR. (Mandatory)-To be attached in Technical bid Attachment section in e-procurement portal)</p>
PRICE BID	<p>9. Duly filled in Price Schedule. (in price bid section in e-procurement portal). Rates quoted shall be excluding GST.</p>

NOTE:

- Offer & documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. No overwriting/correction in tender documents by bidders shall be allowed.
 - All documents / Annexures submitted with the offer shall be properly annexed and uploaded in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.
 - The bidder may have to produce original document for verification if so decided by BHEL
2. Taxes and Duties – PLEASE REFER ANNEXURE-II
 3. BHEL reserves the right to accept or reject any or all offer without assigning any reasons thereof. BHEL also reserve the right to cancel the offer wholly or partly without assigning any reason thereof. BHEL also reserve the right to split the job. BHEL also reserve the right to reject the bidder with unsatisfactory past performance in the execution of a contract. BHEL's decision in this regard shall be final & binding.
 4. The Rates Quoted should be FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. **Rates quoted shall be excluding GST.** Supplier should

furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The Value exclusive of GST will be considered while comparing your offer to arrive L1 status. BHEL will not furnish any 'Concessional " Form.

5. Bidders are free to visit the site and study the prevailing site condition including law & order etc. before quoting.
6. BHEL may decide holding pre-bid conference [PBC] with bidders. On such communication from BHEL, the bidder shall ensure participation for the same at the appointed time, date and place or through Emails as may be decided by BHEL.
7. In case of absence of any queries from bidder(s), their quoted price will be PRESUMED to be final and complete with reference to the tender documents (including TCNs, clarifications, corrigendum issued by BHEL, if any). Bidders are requested to study the tender documents in detail and prepare their queries/clarifications accordingly. All such queries / clarifications shall be cleared/replied by BHEL. Such clarification letters, corrigendum and/or Tender change notes (TCNs), if issued by BHEL, shall form part of tender document.
8. In the event of any conflict between requirement of any clause of this specification/ documents /drawings /data sheets etc or requirements of different codes/ standards specified/ contradictions between any two clauses of tender document, the same to be brought to the knowledge of BHEL by bidders in writing for clarification before due date of seeking clarification, otherwise, more stringent requirement as may be interpreted by BHEL shall prevail and shall be binding on you. Any typing error/missing pages/ other clerical errors in the tender documents, noticed by you must be pointed out before submission of offer, or else, BHEL's interpretation shall prevail & binding on you.
9. Offers satisfying the Pre-Q criteria and Techno Commercial conditions will be sent for Customer's acceptance and only such bidders approved by Customer, will be considered for further processing.
10. For any clarification on the tender document, you may seek the same in writing within 3 days from publishing of NIT, from the office of the undersigned which will be clarified to all the bidders. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay, and receipt of any query after due date shall not be entertained.
11. BHEL reserves the right to open the price bid of the offers in camera.
12. Delivery location is as per clause 4 & 5 of SCC
13. Terms of payment shall be as per clause 22 & 23 of SCC and release of payment shall be as per clause 9.6 of GCC.
14. Contract performance Bank Guarantee is applicable and bidder may refer GCC for the same
15. Guarantee and warranty are as per GCC. Bidder may refer GCC for same.
16. **Reverse Auction is applicable.** BHEL shall be resorting to Reverse Auction (RA) (Guidelines as for Reverse Auction-as available on www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking
17. **Preference to Make in India :** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 & 04.06.2020 and subsequent Orders issued by the respective Nodal Ministry shall be applicable event if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing

higher or lower percentage of Purchase preference and/or local content in respect of this procurement, same shall be applicable. Certification for local supplier category as per latest Government circular shall be provided and uploaded in Attachment section.

“For this procurement, the local content to categorize a supplier as a Class I Local supplier/Class II Local supplier/Non-Local supplier and purchase preference to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT”

18. Commitment, performance of the contract and punitive action thereof:

18.1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

18.2. Commitment by Bidder / Supplier / Contractor:

18.2.1. The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

18.2.2. The bidder / supplier / contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.

18.2.3. The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL.

18.2.4. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

19. **Tender Conditions for MSE supplier: MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:**

BHEL shall take decision on Purchase Preference to MSEs as follows:

1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).

- a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case

of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices..

b) Total tendered quantity shall be divided as follows:

In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:

- I. MSEs Matches L-1 price.
- II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

c) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder.

2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST). In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).

100% order will go to the L-1 bidder

4) Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.

5) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.

a) In case of proprietary MSE, proprietor(s) shall be SC/ST.

b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

- 7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.
- In case of proprietary MSE, proprietor(s) shall be a Women.
 - In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
 - In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preferences are applicable, subject to the submission of applicable certificates (i.e. District Industries Centers OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum OR any other body specified by Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only.**

- 8) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of ENTREPRENEUR MEMORANDUM PART II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of tender evaluation. " Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Relaxation of norms for Startups MSEs: Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

20. Other (Non MSE) bidders shall note that preferences will be given / facilities will be extended to eligible MSE bidders as per the extant Public Procurement Policy of Government of India, as applicable.
21. **All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website www.bhel.com & <https://eprocurebhel.co.in>. As such, all the bidders are requested to be in continuous touch with these websites.**
22. Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by BHEL in future, on account of non-acquaintance of above. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site http://www.bhel.com/vender_registration/vender.php.
23. All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall become a part of the Order/Contract after its finalization.
24. In case there is no change in the technical scope and / or specification and / or commercial terms and conditions, the bidder/s shall not be allowed to change his / their price bids after the due date within the validity period. If any bidder has mentioned the term Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by Vendor. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
25. Integrity Pact: Applicable. Comply to Furnish Scanned Copy of duly filled in Integrity Pact (IP) document as in Format and Procedures.
26. Our requirement is for use at BHEL Site office, (refer NIT for site office location) Quantity : As per NIT. Quoted rates shall remain firm for the purchase order placed by BHEL on bidder.
27. Offers are invited to submit in two-parts. The Technical -Cum-Commercial offer will be opened first, discussed, finalized and only then the price bid of technically acceptable offers will be opened. Tenders will be received up to said due date. **BHEL will not be responsible for any technical snag in the web due to last hour rush in uploading of offers, hence the bidders are advised to upload their offers well in advance. If the bidder submits offer i.e. Technical & Price bid together in single attachment, the offer shall be liable for rejection. Price should be submitted as per tender format only & uploaded in the price section.**
28. In case of joint bidding, bidders to furnish scope matrix which should be clearly defined between foreign bidder and their indian representative along with the offer for the complete scope.

29. CIF content is permitted but preference will be given as per Public Procurement Policy 2017, Preference to Make in India is applicable. Bidders are requested to quote their CIF content (if any) in Techno Commercial Page . Essential certificate for concessional duty for the import content is available and can be provided. Bidders mandatorily provide CIF content if any to avail concessional duty. In case BHEL is not able to avail concessional duty on imports, same may be recovered from Bidder. Bidders may refer of Taxes and Duties (Annexure-II)
30. In case the above declaration is not given, it is presumed that there is no import content in the value of supplies of the bidder and hence Essentiality certificate will not be issued.
31. Bidders to note that offers shall be submitted strictly in accordance with the requirements of all the enclosed Tender documents. Post-bid agreements/MoMs (during Techno-Commercial evaluation) shall automatically become the part of the Order/Contract after its finalisation.
32. HSE Plan for Subcontractors is enclosed. Bidders Shall refer the document for compliance.
33. Bidders to note that BANK GUARANTEE FOR PERFORMANCE SECURITY (ANNEXURE-III to GCC Rev.07) the word '**PEM**' to be replaced with '**PSSR, Chennai**'.
34. DPE vide OM No.DPE/7(4)/2017-Fin.(Part-I) dated 30.07.2020 has enclosed Department of Expenditure's (DOE) OM and Order (Public Procurement No.1 and No.2) vide ref.F.No.6/18/2019-PPD dated 23.07.2020 on Restrictions under Rule 144 (xi) of the GFR and subsequent clarification Order (Public Procurement No.3) dated 24.07.2020 for compliance by CPSEs. Please may refer Annexure-III (Model Clause/Certificate to be inserted in tenders etc.,)

Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

35. Terms & Conditions of Reverse Auction

- a) Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).
- b) For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- c) BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of online bidding on internet.
- d) In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.

- e) Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
 - f) Bidders have to email the Compliance form (annexure III of business rule document of Reverse Auction) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
 - g) Reverse auction will be conducted on scheduled date & time.
 - h) At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
 - i) The lowest bidder has to e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
 - j) Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction', which will be communicated before the Reverse Auction.
 - k) If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.
 - l) The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
 - m) Bidders are requested to go through Guidelines as for Reverse Auction-2021 as available on www.bhel.com
36. In case of any conflict / inconsistency in any clause of the tender or between various sections of the tender, bidder should bring the same in writing to BHEL for clarification before submission of the bid, failing which the most stringent interpretation of the clause in favor of BHEL shall be adopted and the same shall be binding to the bidder.
37. Any deviation sought by the bidder should be indicated in the techno-commercial offer.

ANNEXURE-II

TAXES and DUTIES

1. Goods and service Tax (GST) & Cess

- 1.1. The successful bidder shall furnish proof of GST registration under GST Law in the State in which the Project is being executed, covering the supply and 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. The bidder to specify in their offer the category of registration under GST i.e. Registered dealer and composite dealer.
- 1.2. In the event of any GST quoted by a bidder, registered as a composite dealer, the same shall be considered for evaluation and ordering purpose. In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of additional GST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.
- 1.3. Contractor's price/rates shall be exclusive of GST & Compensation Cess (if applicable) (herein after termed as GST).
- 1.4. It is the responsibility of the seller/ Contractor to issue the Tax Invoice strictly as per the format prescribed under the GST laws and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge. Vendor to indicate the proper GSTN registration / HSN /SAC code in their TAX Invoice on the basis of which BHEL will claim the input tax credit in its return.
- 1.5. E-invoicing under GST has been implemented by GOI for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount. *Invoices that do not comply to the above requirements, will not be accepted by BHEL and BHEL shall reimburse GST only if all the provisions of E-invoicing are complied with.* If the successful Bidder is not falling under the

preview of E-Invoicing, then he has to submit a declaration in that respect along with relevant financial statements.

1.6. Vendor/Supplier will share the Tax invoice along with LR/RR (as applicable) to BHEL immediately on removal of goods from vendor/supplier works

1.7. Bidder should mention the "Bill To "and "Ship To" details as below in the Tax Invoice for the supply goods and supply of services respectively Refer SCC for details

- 1.8. All payments against Tax Invoice to vendors/contractors shall be released only after:
 - i. Vendor/ contractor declaring such invoice in GSTR-1 as per the relevant GST Act.
 - ii. The tax component charged and all other details mentioned by the vendor in their invoice should match with the details uploaded by vendor in GSTR-1.
 - iii. Confirmation of payment of GST and filing of returns thereon by vendor on GSTN portal.
- 1.9. In case, any GST credit is delayed/denied to BHEL or BHEL has to incur any liability (like interest / penalty) due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL.
- 1.10. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Vendor / Contractor only.
- 1.11. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.
- 1.12. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
- 1.13. The applicable TDS under GST/ Goods and Services (Compensation to States) Act will be deducted from the payments.

2. CUSTOM DUTY

- 2.1. Vendor / contractor to note that this is a Non- Mega Project. However, Essentiality Certificate shall be issued by the TANGEDCO(customer) for availing concessional Custom Duty under **Project Import Regulations**

2.2. Essentiality certificate shall be issued by TANGEDCO through BHEL for the items to be imported by the vendor for specified items, limited to CIF content mentioned below for availing concessional custom duty.

2.3. CIF is available for this package. Vendor may quote accordingly.

2.4. The benefit available in concessional custom duty must be passed on to BHEL by the vendor in their offer.

2.5. Vendor/ Contractor has to provide the details of Import content (CIF value both in Rupees and Foreign Currency) with list of items, quantity, Amount of CD and Rate of CD, Currency of Import, Country of origin etc., along with the offer

2.6. Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.

2.7. Vendor / Contractor shall be solely responsible for arranging the foreign exchange release for any material, component & bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in foreign exchange rate shall be borne by the vendor.

2.8. Vendor shall inform BHEL and provide the necessary documentation to obtain required certificated from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be Vendor's Scope.

3. All taxes and duty other than GST & Cess and BOCW Cess

—The contractor shall pay all (except the specific exclusion viz GST & Cess and BOCW Cess, which is dealt with separately) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and

output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

4. Statutory Variations

4.1 In general, Statutory variation for GST is payable to the Seller during tenure of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable tax even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in tax and ex- works price is to be adjusted accordingly

4.2 No other variations (Except GST) including Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.

5. New Taxes/Levies –

5.1. In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract. The decision of BHEL in this regard will be final and binding on the seller/contractor.

6. Direct Tax

6.1. Seller is required to update himself on its own and comply with provisions of Indian Income Tax Act as notified from time to time. Purchaser shall not be liable towards liability of income tax accruing to the Seller of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel

6.2. Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.

The Seller/Contractor has to mention their Permanent Account Number (PAN) and GSTIN in all invoices.

7. TCS (Tax collected at Source) under Income Tax Act.

If the vendor is mandated to collect the TCS from BHEL (for sale of Goods) as per the newly inserted sub section(1H) under Section 206C of the Income Tax Act, then the below conditions need to be adhered to:

7.1. Vendors should mention their TAN and PAN number in the Invoice submitted to BHEL.

7.2. Where the tender conditions do not specify any PQC on financial parameters, then the reimbursement of IT TCS to the Vendor can be made only on submission of below undertaking on yearly basis.

"I/We _____ have made a total sale, gross receipts or turnover from our business carried exceeds ten crore rupees during the financial year _____ (should be immediate preceding financial year)"

And on submission of TCS paid challan and TCS certificate for the TCS payments made in the last quarter.

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

7.4. PAN No of BHEL is AAACB4146P, same need to be considered by vendor while filing their TCS returns.

7.5. Vendor shall issue a TCS Certificate for the amount collected at source within the due dates as per the IT Act.

7.6. In event of failure to comply with the provisions of the Act or proper certificate was not issued or if tax collected, not remitted to the Government or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the Vendor towards non-compliance of statutory provisions from the money's due to them with applicable interest.

7.7. Where the purchases are for one time based on absolute requirements, then the Vendor shall be eligible for reimbursement only upon submission of TCS certificate.

8. BOCW Act & BOCW Welfare Cess Act

- 8.1. The Contractor should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice Of Commencement / Completion of Building other Construction Work) to the respective Labour Authorities i.e.,
- a. Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt.–NTPC, NTPL etc.
 - b. Appropriate State authorities in respect of the project premises which is under the purview of State Govt.
- 8.2. The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.
- 8.3. The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc.
- 8.4. The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.
- 8.5. Contractor shall make remittance of the BOCW cess as per the Act in consultation with BHEL as per the rates in force (presently 1%). BHEL shall reimburse the same upon production of documentary evidence. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
- 8.6. Non-compliance to Provisions of the BOCW Act & BOCW Welfare Cess Act is not acceptable. In case of any non-compliance, BHEL reserves the right to withhold any sum as it deems fit. Only upon total compliance to the BOCW Act and also discharge of total payment of Cess under the BOCW Cess Act by the Contractor, BHEL shall consider refund of the amounts.

DOCUMENTS AND FORMATS ENCLOSED WITH NIT

SI	DOCUMENT	NUMBER OF PAGES
1	PRE QUALIFICATION REQUIREMENT	3
2	SPECIAL CONDITIONS OF CONTRACT	23
3	GENERAL CONDITIONS OF CONTRACT	80
4	PRICE BID FORMAT	4
5	FORMS AND PROCEDURE	24
6	TECHNICAL CONDITIONS OF CONTRACT (separately attached)	1278
7	PRICE BID IN EXCEL SHEET (separately attached)	