



TENDER SPECIFICATION

BHEL : PSSR : ENR – SEZ : 2026–27 : SCT : 269

FOR

**Engaging an agency for Miscellaneous Works in Unit 1&
Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur
PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203**

VOLUME-I BOOK-I

TECHNOCOMMERCIAL BID - Consists of Book- I & Book- II

Book- I Consists of

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

Book-II consists of

- Volume-IB : Special conditions of Contract,
- Volume-IC : General conditions of Contract
- Volume-ID : Forms & Procedures



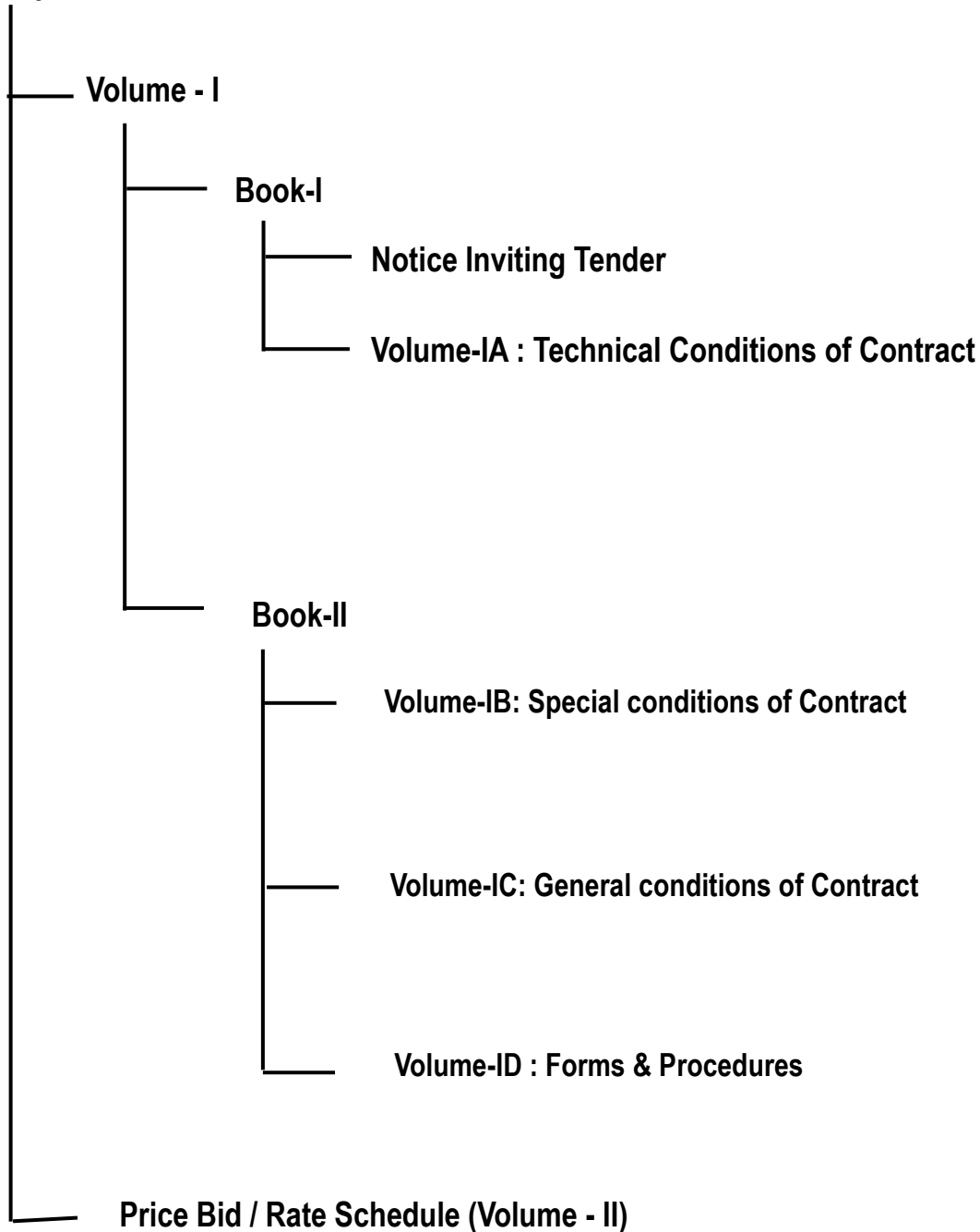
Notice Inviting Tender : Engaging an agency for Miscellaneous Works in Unit 1& Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

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TENDER SPECIFICATION CONSISTS OF

Tender Specification





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NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



Notice Inviting Tender : Engaging an agency for Miscellaneous Works in Unit 1& Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

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NOTICE INVITING TENDER

BHEL PSSR ENNORE SEZ SITE invites tender in Two Part - bid system (i.e. Technical Bid & Price bid - **thro' email**) for Engaging an agency for Miscellaneous Works in Unit 1& Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203.

The Bidder shall submit the Price Bid (password protected) along with all signed and scanned documents should be sent to tender.ennore@bhel.in. Price bid must be sent with password protected mode in PDF and the **password shall be asked from bidder at the time of price bid opening.**

1. Salient Features of NIT:

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL: PSSR: ENR-SEZ:2026-27: SCT:269
ii	Broad Scope of job	Engaging an agency for Miscellaneous Works in Unit 1& Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc. <i>Applicable</i>
b	Volume-IB	Special Conditions of Contract (SCC) <i>Applicable</i>
c	Volume-IC	General Conditions of Contract (GCC) <i>Applicable</i>
d	HSEP14	Health, Safety and Environment (HSE) <i>Applicable</i>
e	Volume-II	Price Bid (Rate Schedule). <i>Applicable</i>
iv	BID / OFFER SUBMISSION START TIME	Start Date: 09/ 09/ 2026, Time : 16:00 Hrs
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 16/ 09/ 2026 , Time : 11:00 Hrs Noon Place : The bidder should submit their offer through email at tender.ennore@bhel.in only. Bidders are requested to send their offer well in advance in order to avoid last minute congestion. Hard copy bids shall not be accepted. <i>Applicable</i>
vi	OPENING OF PART-1 TECHNO-COMMERCIAL BID	Date : 16/ 09/ 2026 , Time : 17:00 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidders who wish to be present to witness the tender opening may depute their authorised representative on the due date to BHEL Site Office, 2X660 MW Ennore SEZ STPP. (3) Bidders have to mail their Password to tender.ennore@bhel.in for opening the password protected pdf format Price Bid at least 15 mins before the scheduled date and time of Price Bid opening. Bidders to <i>Applicable</i>



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		<i>note that, in case of wrong password / no password received, the bid will not be considered for further evaluation. No further correspondence will be entertained in this regard.</i>	
vii	EMD AMOUNT	NOT APPLICABLE	<i>Not Applicable</i>
viii	LAST DATE FOR SEEKING CLARIFICATION	Date: 15/09/2026 upto 14:00 Hrs Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: A V Gireesh Babu Designation: Sr Engineer Deptt: MM, SCT & Purchase Address: BHEL/Ennore SEZ STPP site Phone: 9442516865 Email : gireesh@bhel.in 2) Name: S Jeevan Prakash Designation: DGM Deptt: MM, SCT & Purchase Address: BHEL/Ennore SEZ STPP site Phone: 9442004609 Email : jeevanp@bhel.in	<i>Applicable</i>
ix	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be informed through email (either from jeevanp@bhel.in or gireesh@bhel.in) only. Bidders to keep themselves updated with all such information. This also form part of tender hence the same shall be enclosed with their offer.	<i>Applicable</i>
x	Bids shall be addressed to	G.M. & P.D. / ENNORE SEZ, SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP, VOYALUR PO MINJUR PONNERI TALUK TAMIL NADU – 601 203	<i>Applicable</i>

- The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed, scanned and send through email at tender.ennore@bhel.in , as part of offer. **Rates / Price including discounts / rebates, if any, mentioned anywhere/ in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

- Unless specifically stated otherwise, bidder shall deposit EMD and Security Deposit as per the procedure mentioned as below: -
Detailed Instruction Brochure for depositing EMD/SD through SBI e-collect is detailed given below:

Step 1: Vendors may visit SBI collect website, the URL of which is <https://www.onlinesbi.sbi/sbicollect> where they get the home page with various categories of institutions.

Step 2: Select PSU - Public Sector Undertakings – leading to a page with list of PSUs



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Step 3: Type BHEL and search, they get to see all BHEL divisions wherein they shall select BHEL PSSR Chennai. The screen shot of the same is given below.

The screenshot shows the SBI SB Collect website interface. At the top, there's a navigation bar with 'HOME', 'TRANSACTION HISTORY', 'FAQ'S', and 'CUSTOMER SUPPORT'. Below this is a 'Payment Progress' bar with five steps: 'Select Payee' (current), 'Enter Payment Details', 'Verify Payment Details', 'Complete Payment', and 'Print Receipt'. The 'Select Payee' section shows a search bar with 'bhel' entered, a 'Filter by State' dropdown set to 'Tamil Nadu', and a table listing BHEL BAP RANIPET and BHEL PSSR CHENNAI. The BHEL PSSR CHENNAI entry is highlighted. Below the table, it says 'Showing 1 to 2 of 2 entries (filtered from 113 total entries)'. At the bottom, there's a 'Back' button. The footer includes '© State Bank of India', 'Privacy Statement', 'Disclosures', and 'Terms of Use'.

Step 4: Select EMD receipts. Having selected the Payee in the Payment Progress, it will lead to the payment details – a drop down list of values. From that list, vendors shall select EMD receipts. Upon clicking the entry EMD receipts, a form will open asking for the remitters details and the details of the tender.

Step 5: Confirm details and pay

Fill in all the details correctly, verify the details, and complete the payment as it is leading to the payment gateway.

Step 6: Take a printout on completing the payment and enclose the copy of the same along with the bid submission. Store the copy of receipt for future reference.

4. **Procedure of Submission of Tenders/ Bids:** This is an E-tender floated online through Email (either from gireesh@bhel.in or jeevanp@bhel.in). The bidder should respond by submitting their offer online through email at tender.ennore@bhel.in only. Offers are invited in two-parts only.

a) **Part – I – Techno-Commercial Bid:** All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in email, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format)



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SL. No.	Description	Applicability for Tender
<u>i</u>	Proof of remittance of Earnest Money Deposit (EMD).	Not Applicable
<u>ii</u>	Signed & Stamped Copy of Notice Inviting Tender (NIT) & Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	Applicable
<u>iii</u>	No Deviation Certificate (Signed & Sealed on <u>company's letter head</u>) Note: 1. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be attached along with document under sl no (i) & (ii) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. 2. BHEL reserves the right to accept / reject the deviations without assigning any reasons, and BHEL decision is final and binding. a. In case of acceptance of the deviations, appropriate loading shall be done by BHEL b. In case of unacceptable deviations, BHEL reserves the right to reject the tender.	Applicable
<u>iv</u>	Undertaking on company's letter head related to insolvency/ liquidation/ bankruptcy.	Applicable
<u>v</u>	Undertaking - Declaration confirming knowledge about Site conditions	Applicable
<u>vi</u>	Acceptance of UNPRICED Rate Schedule. (without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED'.	Applicable
<u>vii</u>	All Amendments / Correspondences / Corrigenda / Clarifications / Changes / Errata etc. pertinent to this NIT.	Applicable
<u>viii</u>	Duly filled-in annexures, formats etc. as required under this Tender Specification/ NIT.	Applicable
<u>ix</u>	Any other details preferred by bidder with proper indexing.	Applicable
<u>x</u>	Caution to Bidders: - The duly signed & stamped scanned copies of all above mentioned documents are to be sent at tender.ennore@bhel.in as Techno-commercial Bid.	

b) Part – II – Price Bid (Rate Schedule) - Volume – II consisting of the following shall be provided as mentioned below

- Prices are to be quoted in the attached Price Bid Format **Price Bid (Rate Schedule) – Volume - II**, duly filled, signed and password protected mode in PDF format only.
- The price should be quoted for the accounting unit indicated in the tender document.
- Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.



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- iv) A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

NOTE : File (pdf) / Email size should be less than 25 MB.

DO NOT'S

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable in place of email, the same shall not be considered. **Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

5. Deviation with respect to tender clauses and additional clauses / suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
6. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
7. Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, 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.
8. For any clarification on the tender document, the bidder may seek the same in writing or through e-mail as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
9. 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, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error / missing pages / other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting / submission of offer, else BHEL's interpretation shall prevail.
10. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
11. Validity of the offer shall be for **Six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
12. **Reverse Auction (RA)**: BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2024 available elsewhere in this tender) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.



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Price Bids of all the 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.

13. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
14. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
15. **Consortium Bidding is not applicable for this tender.**
16. The bidder may have to produce original document for verification if so decided by BHEL.
17. Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".

18. Integrity 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:

- i. 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.
- ii. 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.
- iii. 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.

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 prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

19.0 Micro and Small Enterprises (MSE) :(For tenders pertaining to procurement of "Works", Clause 19.0 is to be marked "Not Applicable")

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated



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23.032012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L 1 + 15% of margin of purchase preference [price band defined in relevant policy, such Seller(s) shall be given opportunity to match 1--1 price and contract will be awarded for 25% of total quantity.

- a) If LI bidder is MSE bidder, entire quantity will be given to such MSE bidder only.
 - b) In case of more than one such MSE, within the price band of L1 +15%, the supply shall be shared proportionately, provided the available quantum can be split.
 - c) Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women owned)
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category. MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21 (8)/201 1-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (I-JAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure - 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). 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. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits

- 20.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

- 21.0 **PREFERENCE TO MAKE IN INDIA:**



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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.

22.0 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.

23.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

24.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

25.0 One Bid per Bidder

A Bidder shall submit only one bid in a particular bidding process. In case of a holding company having more than one subsidiary having common business ownership/ management, only one business entity amongst the holding company and its subsidiaries should quote for a particular tender. Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm /Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format



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Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or

ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or

holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected. Bidder shall submit Declaration as per format provided in Annexure-11.

26.0 Conflict of interest

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) They have controlling partner (s) in common; **OR**
- b) They receive or have received any direct or indirect subsidy/ financial stake from any of them; **OR**
- c) They have the same legal representative/agent for purposes of this bid; **OR**
- d) They have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **OR**
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from one bidding manufacturer in more than one bid; **OR**
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal;

Or

- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **OR**
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar



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restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

27.0 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
- d. Technical Conditions of Contract (TCC)—Volume-IA
- e. Special Conditions of Contract (SCC) —Volume-IB
- f. General Conditions of Contract (GCC) —Volume-IC
- g. Forms and Procedures —Volume-ID - It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

28.0 Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)

The following clauses of GCC/SCC are not applicable for this tender.

- 1.9 - Earnest Money Deposit
- 1.10 - Security Deposit
- 1.11 - Refund of Security Deposit
- 1.12 - Bank Guarantee
- 2.9 - Progress Monitoring, Monthly review and Performance Evaluation,
- 2.12 - Over Run Compensation
- 2.13 - Interest Bearing Recoverable Advance,
- 2.17 - Price variation compensation (PVC)
- 2.24 -Performance Guarantee for Workmanship

Other Clauses of Standard GCC & SCC shall remain unchanged

29.0 TAXES AND OTHER DUTIES

29.1 Goods and service Tax (GST) & Cess

- 29.1.1 The **successful** bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.



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- 29.1.2 Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- 29.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:

BHEL GSTN - 33AAACB4146P2ZL
GM & PROJECT DIRECTOR / ENNORE SEZ
BHARAT HEAVY ELECTRICALS LIMITED,
2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

- 29.1.4 GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 29.1.5 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 29.1.6 Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 29.1.7 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In-Charge.
- 29.1.8 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 29.1.9 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 Contractor only.
- 29.1.10 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.
- 29.1.11 Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.
- 29.1.12 Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.



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29.2 All taxes and duty other than GST & Cess

- 29.2.1 The contractor shall pay all (except the specific exclusion viz. GST & Cess) 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.

29.3 Statutory Variations

- 29.3.1 Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

29.4 New Taxes/Levies

- 29.4.1 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.

29.5 Direct Tax

- 29.5.1 BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

30.0 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:

- 30.1. Vendors should mention their TAN and PAN number in the Invoice submitted to BHEL.
- 30.2. Where the tender conditions do not specify any pec on financial parameters, then the reimbursement of IT TCS to the Vendor can be made only on submission of below undertaking on yearly basis. "If 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.
- 30.3. Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
- 30.4. PAN No of BHEL is AAACB4146P, same need to be considered by vendor while filing their TCS returns.



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

30.6. 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.

31.0 GENERAL

The scope of the work will comprise of but not limited to the following:

(All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

31.1 Successful bidder is requested to furnish the following at Site Office, BHEL – 2x660 MW Ennore SEZ STPP immediately after release of Letter of Intent (LOI)

- i. Security Deposit.
- ii. Unqualified Acceptance for Detailed LOI / Work Order.
- iii. Rs.100/- Stamp Paper for preparation of Contract Agreement.

31.2 Successful bidder is requested to furnish the proof of documents for the following at the Site Office, BHEL 2x660 MW Ennore SEZ STPP

- i. PF Regn No.
- ii. Labour License No.
- iii. Workmen Insurance Policy No.

31.3 In addition to the clause 2.8 of General Conditions of Contract the contractor shall comply with the following.

32.0 BOCW Act & BOCW Welfare Cess Act

32.1 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.

32.2 The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL.

32.3 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.



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- 32.4 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.
- 32.5 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.
- 32.6 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.

33.0 PROVIDENT FUND

- 33.1 The contractor is required to extend the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of the letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.
- 33.2 The final bill amount would be released only on production of clearance certificate from PF / ESI and labour authorities as applicable.

34.0 OTHER STATUTORY REQUIREMENTS

- 34.1 The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no. along with the first running bill.
- 34.2 The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.
- 34.3 The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. In case of "Non-compliance of Sec 21 or non-payment of wages" to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.
- 34.4 The Contractor shall submit copies of Final Settlement statement of disbursement of TECHNICAL CONDITIONS OF CONTRACT (TCC) Tender Specification No.: BHEL: PSSR: SCT: 2001 retrenchment



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benefits on retrenchment of each workmen under I D Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act 1948 (if applicable) to BHEL along with the Final Bill.

34.5 In case of any dispute pending before the appropriate authority under ID Act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.

34.6 In case of any dispute prolonged / pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.

35.0 DEPLOYMENT OF SKILLED / SEMI-SKILLED TRADESMEN

35.1 The following clause is applicable in case the contract value / contract price is Rs. Five crores and above.

35.2 The contractor shall, at all stages of work deploy skilled / semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute / Industrial Training Institute / National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed / certified by State / Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled / semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in- Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

36.0 Site Visit by the Bidder :

The bidder shall, prior to submitting his tender for the work, visit, examine and acquire full knowledge & information and necessary conditions prevailing at the site and its surroundings of the plant premises together with all statutory, obligatory, mandatory requirements of various authorities about the site of works at his own expense, and obtain and ascertain for himself on his own responsibility that may be for preparing his tender and entering into a contract, and take the same into account in the quoted contract price for the work.

37.0 Suvidha Portal:

For goods / works / services on Indian Suppliers / Contractors: Irrespective of the value of the invoice amount, the supplier/ contractor should necessarily upload the invoice details on BHEL SUVIDHA portal at <https://suvidha.bhel.in/suvidha/>, prior to despatch/raising invoice. All documents as per contract checklist, along with additional documents (if any), must be uploaded on the portal. It is mandatory that



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tax invoices with a net amount (including taxes) exceeding Rs five lakhs uploaded on the portal are digitally signed using a Class 3 Digital Signature Certificate (DSC) issued by a licensed Certifying Authority. Submission of invoice document in hard copy is allowed for invoices with a net amount (including taxes) equal to and upto Rs five lakhs in case the requirement for digitally signed invoice is not explicitly mentioned in the contract checklist. The Invoice will not be accepted in absence of the above.

38.0 Grievance Redressal Mechanism

To promote transparency and ensure fair treatment of all bidders, a structured Grievance Redressal Mechanism is in place to address any concerns or issues arising during the tendering process or in subsequent business dealings with the company.

Suppliers/Contractors are requested to follow the below escalation process for grievance resolution:

- 1. First Level:** Any grievance should initially be addressed to the designated Dealing Officer, whose contact details are provided in the Notice Inviting Tender (NIT)/Contract.
- 2. Second Level:** If the issue remains unresolved, it may be escalated by lodging a formal grievance through the SUVIDHA Portal: <https://suvidha.bhel.in/suvidha/>. Responses will be provided in accordance with the defined escalation matrix.”

39.0 General Instruction for Bidder:

- a) Offer must be submitted strictly in line with Technical specification.
- b) Incomplete offer shall not be acceptable.
- c) Duly filled & signed with seal on all documents to be submitted along with offer.
- d) BHEL Site office, Ennore STPP, Voyalur PO Minjur, Ponneri Taluk reserve the right to get the services from more than one vendor.
- e) Please quote price in figures & words both. In case the prices quoted in words and figures are different, the value indicated in words will be considered for evaluation and establishing L1 status. Offers with deviations from terms and conditions of the tender may not be considered. Bidders shall also furnish 'No Deviation Certificate' (Format attached).
- f) BHEL reserves the right to accept or reject any of the bid/all bids with or without deviation, or cancel/withdraw the invitation for bid without assigning any reason whatsoever and in such case no bidder shall have any claim arising out of such action by BHEL.
- g) In case you are not quoting, please send your regret letter positively for our reference.
- h) Tender received after the specified time of their "SUBMISSION" will be treated as late tender and shall not be considered under any circumstances.
- i) Supplier shall quote for all the items in the enclosed price bid format.
- j) The Vendor should have registration under GST Act and should submit the registration certificate along with Quotation.



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- k) Tenderers are requested to sign and put seal on all pages of tender documents and submit else their offer shall be liable for rejection.
- l) Bidders are required to ensure that all columns of the bid are duly filled in. If any incorrect rates or unusually low rates are quoted, offer is liable for rejection and no correspondence will be entertained in this regard.

For and on behalf of BHARAT HEAVY ELECTRICALS LTD

DGM / MM, SCT, Purchase &FEX
BHEL / 2 x 660 MW ENNORE SEZ STPP



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Enclosure:

- (i) Annexure-1: Check List.
- (ii) Annexure-2: Offer Forwarding Letter
- (iii) Annexure-3: Declaration by Authorized Signatory
- (iv) Annexure-4: No Deviation Certificate
- (v) Annexure-5: Declaration confirming knowledge about Site Conditions
- (vi) Annexure-6: Declaration for relation in BHEL
- (vii) Annexure-7: Non-Disclosure Certificate
- (viii) Annexure-8: Bank Account Details for E-Payment
- (ix) Annexure-9: Undertaking Regarding Insolvency/ Liquidation/ Bankruptcy Proceedings
- (x) Annexure-10: Declaration regarding Details of related firms and their area of activities
- (xi) Annexure-11: Declaration regarding One Bid per Bidder (as per Clause No 25)
- (xii) Annexure-12: Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s)
- (xiii) Annexure-13: Reverse Auction Process Compliance Form
- (xiv) Annexure-14: Authorization of representative who will participate in the online Reverse Auction Process
- (xv) Annexure-15: RA price confirmation and breakup



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ANNEXURE - 1

CHECK LIST

**NOTE: - Tenderers are required to either fill in or submit separately the following details.
No column should be left blank.**

1	Name of the Tenderer		
	Address of the Tenderer		
2	Details about type of the Firm / Company		
3a	Details of Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No:		
3b	Details of alternate Contact person for this Tender: Name: Mr. / Ms. Designation: Telephone No: Mobile No: E-mail ID: Fax No:		
4	EMD DETAILS -NOT APPLICABLE	a. Mode of Remittance: NOT APPLICABLE Ref No: Date : Amount :	
5	Validity of Offer	To be valid for Six months from due date	
		Applicability (By BHEL)	Bidder's reply
8	Submission of Copy of PAN Card	Applicable	Yes / No
9	Submission of Copy of GST Certificate	Applicable	Yes / No
10	Whether all pages of the Tender documents including annexures, appendices etc., are read understood and signed	Applicable	Yes / No
11	Whether all pages of the offer documents are signed by the person authorized to sign this offer	Applicable	Yes / No
12	Submission of Offer Forwarding Letter (as per Annexure – 2)	Applicable	Yes / No
13	Submission of Declaration by Authorized Signatory (as per Annexure – 3)	Applicable	Yes / No



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14	Submission of No Deviation Certificate (as per Annexure – 4)	Applicable	Yes / No
15	Submission of Declaration confirming knowledge about Site Conditions (as per Annexure – 5)	Applicable	Yes / No
16	Submission of Declaration for relation in BHEL (as per Annexure – 6)	Applicable	Yes / No
17	Submission of Non-Disclosure Certificate (as per Annexure – 7)	Applicable	Yes / No
18	Submission of Bank Account Details for E-Payment (as per Annexure – 8)	Applicable	Yes / No
19	Submission of Undertaking regarding Insolvency/ Liquidation/ Bankruptcy Proceedings (as per Annexure - 9)	Applicable	Yes / No
20	Submission of Declaration regarding Details of related firms and their area of activities (as per Annexure-10)	Applicable	Yes / No
21	Submission of Declaration regarding One Bid per Bidder (as per Clause No 25 of NIT, Annexure-11)	Applicable	Yes / No
22	Submission of Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s) (as per Annexure-12)	Applicable	Yes / No
23	Submission of Reverse Auction Process Compliance Form (as per Annexure-13)	Applicable	Yes / No
24	Submission of Authorization of representative who will participate in the online Reverse Auction Process (as per Annexure-14)	Applicable	Yes / No
25	Submission of RA price confirmation and breakup by Successful bidder only (as per Annexure-15)	Applicable	Yes / No
26	Submission of Power of Attorney for Submission of Tender / Signing Contract Agreement	Applicable	Yes / No
27	Submission of unquoted Price Bid Volume –II without disclosing rates / price	Applicable	Yes / No

NOTE:

1. Strike Off 'YES' OR 'NO', as applicable.
2. Formats for Annexure 1 to 15 mentioned at Sl. No.12 to 25 above, are enclosed with NIT
3. Tender not accompanied by the prescribed above applicable documents are liable to be summarily rejected.

DATE:

AUTHORISED SIGNATORY

(With Name, Designation and Company seal)



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Annexure-2

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER
(To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

Offer Reference No:

Date :

To,

**GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203**

Dear Sir,

Sub : Submission of Offer against tender Specification No. **BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :269 dt 09/09/2026**

I / We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector Southern Region, Ennore SEZ, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc issued in respect of the Tender documents by BHEL.
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit for the work as provided for in the Tender Conditions with the stipulated time as may be indicated by BHEL.

I / We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished in the Check List.

Authorised Representative of Bidder

Signature : _____

Name : _____

Address : _____

Place: _____

Date: _____



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Annexure-3

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :269 dt 09/09/2026
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized
Signatory of the Bidder)

Date:



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Annexure-4

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :269 dt 09/09/2026,
2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)



Notice Inviting Tender : Engaging an agency for Miscellaneous Works in Unit 1& Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

NIT Ref No: BHEL:PSSR: ENR-SEZ:2026-27: SCT:269

Date: 09/09/2026

Annexure-5

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **Declaration confirming knowledge about Site conditions**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :269 dt 09/09/2026,
2) All other pertinent issues till date

I/We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I/We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized
Representative of the Bidder)

Date : _____

Place: _____



Notice Inviting Tender : Engaging an agency for Miscellaneous Works in Unit 1& Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

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Date: 09/09/2026

Annexure-6

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :269 dt 09/09/2026,

I/We hereby submit the following information pertaining to relation/relatives of Proprieter/Partner(s)/Director(s) employed in BHEL

Tick(✓) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:

(i)

(ii)

Signature of the Authorised Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder/Contractor.



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Date: 09/09/2026

Annexure-7

NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON DISCLOSURE CERTIFICATE

I/We understand that BHEL PS ___ is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL PS ___ against Tender Specification No:_____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PS ___, _____

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PS__.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:



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Date: 09/09/2026

Annexure-8

BANK ACCOUNT DETAILS FOR E-PAYMENT

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS)

1. Beneficiary Name :
 2. Beneficiary Account No. :
 3. Bank Name & Branch :
 4. City/Place :
 5. 9 digit M ICR Code of Bank Branch :
 6. IFSC Code of Bank Branch :
 7. Beneficiary E-mail ID :
- (for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same



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Annexure-9

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :269 dt 09/09/2026

I/We,

_____ declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/ authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place:

Date:



Notice Inviting Tender : Engaging an agency for Miscellaneous Works in Unit 1& Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

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Date: 09/09/2026

Annexure-10

DECLARATION

Date: _____

To: **GENERAL MANAGER & PROJECT DIRECTOR,**
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203
 email: tender.ennore@bhel.in

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members (" Family " shall mean: (a). parent, (b). husband/wife, (c). sons/daughters (including adopted children) and their spouse, (d). full blood siblings (brothers & sisters from common parents) and their spouse)
 that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)
 From: M/s _____
 Supplier Code: _____
 Address: _____



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Date: 09/09/2026

Annexure-11

DECLARATION

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

**GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203**

Dear Sir/Madam,

Sub: One Bid per Bidder w.r.t. Clause No. 25 of NIT – reg.

Ref: NIT/Tender Specification No: **BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :269 dt 09/09/2026**

I/ We, M/s (Name of the bidder) certify the following with reference to the subject Tender.

1) I/ We have not submitted multiple bids, in any of the two formats given below:

- a) individual or proprietorship format and/or
- b) a partnership or association of persons format and/or
- c) a company format

wherein,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
 - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
 - ii. is a Director and / or Key Managerial Personnel of the company which has submitted a bid, or
 - iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and/or Key Managerial Personnel of a holding company of that company which has submitted the bid.

2) None of our Sister/ Associated/ Allied concerns (i.e., a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner) have submitted any other bid for this Tender.

I/We understand that all the bids of a bidder who has submitted multiple bids, in terms of Clause No. 26 of NIT, shall be rejected.

Signature of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place:

Date:



Notice Inviting Tender : Engaging an agency for Miscellaneous Works in Unit 1& Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203

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Date: 09/09/2026

Annexure-12

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017
DATED 04TH JUNE, 2020) AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

**GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203**

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent Order(s)

Ref : 1) NIT/Tender Specification No: **BHEL:PSSR: ENR-SEZ : 2026-27 : SCT :269 dt 09/09/2026,**

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by _____ (specify name of the organization here) has a local content of _____ % and this meets the local content requirement for '**Class-I local supplier**' / '**Class II local supplier**' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

...

...

Thanking you,

Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).

In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.



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Annexure-13

Reverse Auction Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

M/s. {Service provider

Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (Guidelines for Reverse Auction – 2024) as available in Volume-ID, "Forms and Procedures" of this tender), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.



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Annexure-14

Authorization of representative who will participate in the online Reverse Auction Process

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	



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Date: 09/09/2026

Annexure-15

RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

To

M/s. Service provider

Postal address

CC: GENERAL MANAGER & PROJECT DIRECTOR,
SITE OFFICE: BHEL, PSSR, 2X660 MW ENNORE SEZ STPP,
VOYALUR PO MINJUR PONNERI TALUK
TAMIL NADU – 601 203

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs.{____in value & in words____} for item(s) covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited Tender Specification as our final landed prices as quoted during the Reverse Auction conducted today _____{date} which will be valid as per tender Specification.

=====

Total

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:

Company:

Date:

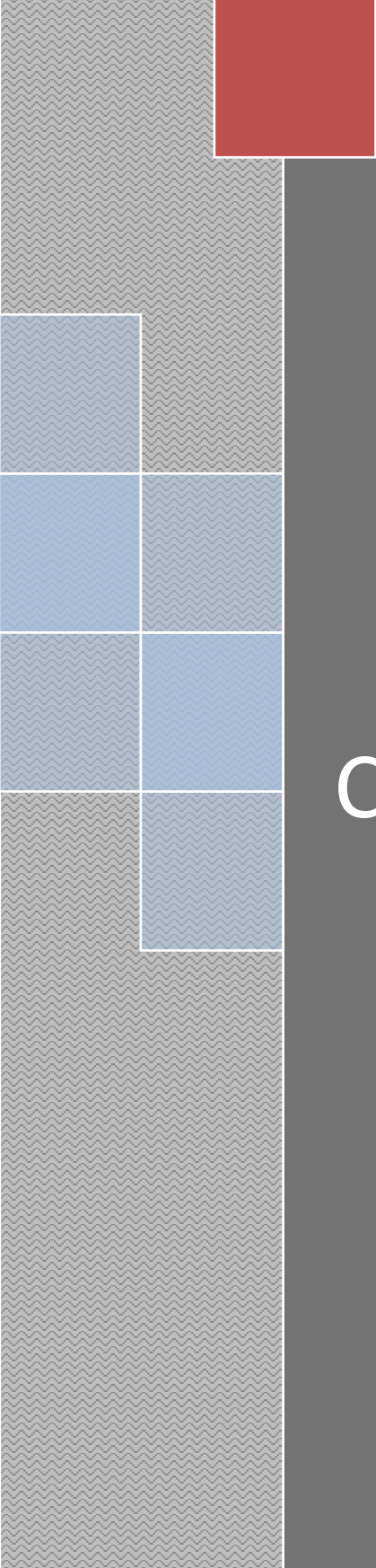
Seal:



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VOLUME – IA

Part I & II

TECHNICAL CONDITIONS OF CONTRACT (TCC)



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1	Project Information	Chapter-I
2	Scope of works	Chapter-II
3	Time Schedule	Chapter-III
4	T&Ps and MMEs to be deployed by BHEL & Vendor	Chapter-IV
5	Instructions to Rate Schedule	Chapter-V
6	Terms of Payment	Chapter-VI
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VOLUME-IA PART – I CHAPTER – I

PROJECT INFORMATION

1.1	Project Title	:	2x660 MW Ennore SEZ site at Ash dyke of North Chennai Thermal Power Station (NCTPS)
1.2	Plant Capacity	:	2x660 MW
1.3	Type of Project	:	Green Field
1.4	Owner	:	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)
1.5	Plant Site Location	:	Ash dyke of North Chennai Thermal Power Station (NCTPS)
1.6	Nearest Village	:	Vayalur
1.7	Nearest Town & City	:	Chennai (35 Km)
1.8	State Capital	:	Chennai (35 Km)
1.9	Nearest Railway Station	:	Athipattu Pudunagar (~ 5 Km) on Chennai – Vijayawada Line
1.10	Nearest Airport	:	Chennai (~ 60 Km)
1.11	Nearest Seaport	:	Ennore (~ 3 Km)
2.0	Meteorological Condition		
2.1	Climate	:	Tropical, very dry and hot summer, dry and cold winter and good rain-fall in monsoon accompanied with strong wind
2.2	Site Elevation	:	(+) 10.0 Meter above Mean Sea Level
2.3	Ambient Temperature		
a.	Annual Max. Mean Temperature	:	41.5 ^o C
b.	Annual Min. Mean Temperature	:	24 ^o C
c.	Dry Bulb Temperature (DBT) for Design Purpose	:	Max 41 ^o C & Min 17 ^o C
2.4	Relative Humidity for Design Purpose	:	62-84 %
2.5	Annual Rainfall		
	Average	:	1600 mm
2.6	Basic Design Wind Pressure	:	As per IS: 875 (Latest Edition)
2.7	Wind Speed	:	11.8 kmph (Avg), 50 m/s (max)
2.8	Seismic Zone	:	Zone-II as per IS-1893-2002 (Part- IV)



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VOLUME-IA PART – I CHAPTER – II

SCOPE OF WORKS

SCOPE OF WORK IN GENERAL:

1.2 This tender specification is for doing miscellaneous works in Unit 1 and 2 Boilers of BHEL located at Ennore SEZ project of 2 x 660 MW Coal Based Super Critical Thermal Power Project at ash dyke of NCTPS for a period of 6 months.

1.2.1. The scope of works covers mainly includes fabrication, erection, welding for following works in Unit 1 and 2 Boilers.

- a) Extension / modification of existing Boiler Platforms, canopies, approach platforms, walkways and repairing damaged Floor Grills
- b) Additional Platforms for keeping Electrical / C&I equipments/panels
- c) Restoration of partially rusted Handrails
- d) Any other similar structure related works

Sl	Work details	Tonnage MT
1	Gap between equipment and floor grills	10
2	Actuator platform approach	10
3	Platform extension for increasing walkway to accommodate cable trays	15
4	Strengthening of beams as per directives	5
5	Platform extension for soot blower and wall blower	10
6	6mm Duct plate modification	10
7	Handrail repair	10
TOTAL TONNAGE IN MT (approx.)		70

Note: The above provided list is indicative only for the bidder's guideline. **Any other work not mentioned above, but required for completion of the package in total, deemed to have been included in the**



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bidder's scope under this contract. Such work will be executed under this contract by bidder as per the direction of Engineer in charge. If any item of work not available in the rate schedule of this contract, the rate will be fixed in line with clause 2.15.7 of GCC.

1.2.2. Materials required for fabricating the structure will be provided by BHEL.

1.2.3. A minimum of 12nos of manpower shall be deployed by the vendor for doing the works. This number of manpower shall go upto 30nos as per BHEL instruction on work requirement. The manpower shall include necessary riggers, welders, gas cutters etc as per work requirement. Welder shall be tested at site For proper execution and safe working separate work Supervisors and Safety personnel should be available at site.

1.2.4. While doing the work, no existing floors or equipment shall get damaged.

1.2.5. Structural steel for structural works and other bought out materials such as nuts and bolts, other structural members and pipes for handrail shall be provided by BHEL free of cost.

1.2.6. The works to be performed under this contract, consist of providing all labour, supervision, necessary scaffolding, construction equipment's, tools and plants, temporary works, transportation from stores to work place and lifting of items to required location and all incidental items not shown or specified but reasonably implied or necessary for the proper completion of work in all respects. Preparation of fabrication drawings as required etc. are included in the rates of items of work. Works shall only be carried out with approved structural fabrication drawings.

1.2.7. All the works areas shall be adequately flood lighted to the satisfaction of the Engineer-in-Charge when the work is in progress during the night shifts. Necessary lighting arrangements shall be arranged by vendor required for the job.

1.2.8. After completion of work in a particular area, the scraps generated during work shall be disposed as directed by the Engineer-in-Charge shall be deemed to have been included in the unit rates rendered for the different items under bill of quantities.

1.2.9 The quoted/unit rate must include **everything required to complete the work**, including:

- Materials
- Equipment and fixtures including scaffoldings, temporary platforms, jhulla etc
- Labour
- Construction machinery/plant
- Temporary works



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- Any other permanent or temporary requirements
- Safety requirements

No extra payment will be made for these items.

1.2.10 The quoted rate must include all requirements given in the technical specifications.

Nothing extra will be paid beyond the rates mentioned in the B.O.Q.

1.2.11 Drawings/ Sketches showing enough details for the fabrication and erection will be provided by in a phased manner. Preparation of detailed fabrication drawing as required is in the scope of contractor. Material will be arranged by BHEL before start of work at BHEL stores or at site itself. Material may be given either from running meter or from scrap material already available at site (material may be cut too requirement from scrap). Bidder has to make arrangements for transporting and lifting the items to work location. Once work in an area is completed, the generated scrap is to be disposed in the area allotted by BHEL engineer. Bidder shall make logsheet/ protocol and get it signed by BHEL against which only payment will be released.

1.2.12 The bidder should fully appraise himself of the prevailing conditions at the proposed site, climatic conditions including monsoon pattern, local conditions, soil strata and site-specific parameters and shall include for all such conditions and contingent measures in the bid, including those which may have not been specifically brought out in the specifications.

1.2.13 Bidder shall visit site for better clarification against present status of Boilers and assessment of scope of work.

VOLUME-IA PART – I CHAPTER – III

TIME SCHEDULE

1.3.1 The contract shall be valid for a period of 6 months after receipt of material at BHEL-Site. However, the validity of contract can be extended further for Six months based on the requirement on same rates, terms and conditions

1.3.2 Vendor shall start work within 10 days of receiving Work Order. The commencement of work date shall be decided mutually between vendor and BHEL. In case of discrepancy decision of BHEL Engineer will be final.

VOLUME-IA PART – I CHAPTER – IV

T&Ps AND MMEs TO BE DEPLOYED BY BHEL & VENDOR

1.4.1 All the tools & plants necessary for the work are to be arranged by the vendor. No T&P s will be in BHEL scope.



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VOLUME-IA PART – I CHAPTER – V

INSTRUCTIONS TO RATE SCHEDULE

1.5.1 Please refer Price Bid

VOLUME-IA PART – I CHAPTER – VI

TERMS OF PAYMENT

1.6.1 PVC, ORC, Secured Advance & Advance for Mobilization are not applicable for this tender on either side.

1.6.2 Terms of Payments: -

Payment will be made for the material used in fabrication of the structure. Before start of work itself, vendor shall get the fabrication drawing vetted by BHEL Engineer. After completion of work, vendor shall submit the completion protocol signed by BHEL Engineer along with bill for processing payment.

Retention amount will be released along with last bill.

1.6.3 Payment will be paid as per BHEL policy within 30 days from the date of claim generation of every month.

VOLUME-IA PART – I CHAPTER VII

TAXES AND DUTIES

Goods and service Tax (GST) & Cess

1.8.1.1 The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.

1.8.1.2 Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.

1.8.1.3 Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN - 33AAACB4146P2ZL

NAME - BHARAT HEAVY ELECTRICALS LIMITED

ADDRESS - BHEL-PSSR SITE OFFICE, 2X660 MW Ennore SEZ Site,
Voyalur PO, Minjur,. Ponneri Taluk, Tamil Nadu – 601203

GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.

1.8.1.4 In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to



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the contractor, the same shall be recovered from the contractor.

- 1.8.1.5 Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 1.8.1.6 Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 1.8.1.7 TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 1.8.1.8 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 Contractor only.
- 1.8.1.9 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.

1.8.2 All taxes and duty other than GST & Cess

The contractor shall pay all (except the specific exclusion viz GST & Cess) 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.

1.8.3 Statutory Variations

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favor of BHEL. No other variations shall be allowed during the tenure of the contract.

1.8.4 New Taxes/Levies

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.

1.8.5 Direct Tax

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.



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VOLUME-IA PART- II CHAPTER -1
CORRECTIONS / REVISIONS IN SCC, GCC AND FORMS & PROCEDURES

The following clauses of GCC, SCC and Forms & Procedures are Not Applicable for this tender.

GCC

- 1.9-EMD
- 1.10-Security deposit
- 1.11-Refund of security deposit
- 1.12-Bank guarantee
- 2.9 -Progress Monitoring, Monthly review and Performance Evaluation,
- 2.12– ORC,
- 2.13- Interest Bearing Recoverable Advance,
- 2.17– PVC
- 2.24 – Performance Guarantee for Workmanship.

Following Clauses are Modified / Revised / Added in GCC as below:

VIII.	New Clause is added and replace the existing clause of Risk & Cost (i.e. 2.7.2.1 to 2.7.3)	Clause 2.7.2 and 2.7.3 are revised as: 2.7.2 Breach of Contract, Remedies and Termination 2.7.2.1 BHEL shall terminate the contract after due notice of a period of 14 days in any of the following cases, which if not rectified/ improved within the time period mentioned in the notice, then, Breach of Contract will be considered to have been established: i). Contractor s poor progress of the work vis- -vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution. ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor. iv). Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL is writing. v). Strike or Lockout declared is not settled within a period of one month.
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		vi). Termination of Contract on account of any other reason (s) attributable to Contractor. vii). Assignment, transfer, subletting of Contract without BHEL s written permission. viii). Non-compliance to any contractual condition or any other default attributable to Contractor. 2.7.2.2 Remedies in case of Breach of Contract is established In case Breach of Contract is established, Security Deposit and Retention Amount shall be encashed/ forfeited. This is without prejudice to BHEL s right to levy of liquidated damages, debarment etc. which shall be applied as per the provisions of the contract. Sequence of recovery to be made in case of breach of contract is established, is as below: a) In case the value of Security Deposit & Retention Amount, available for the Contract, is less than 10% of the Contract Value, the balance amount shall be recovered from dues available in the form of Bills payable to contractor, BGs against the same contract etc. b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above. c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery: i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery. ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor. iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor. Note: 1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract. 2) If tendering is done for the balance work, the defaulted contractor (including all the members/partners in case of JV/ partnership firm) shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work. 2.7.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL
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		can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.
	2.7.7	GCC Clause 2.7.7 is revised as: BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor: i) suspension of work(s) at a Project either by BHEL or Customer, - or ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. Duration of the contract/time extension shall be revised suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
X.	2.11.3	GCC Clause 2.11.3 is revised as: However, if any Time extension is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under clause 2.7.2 of GCC i.e. Breach of Contract, Remedies and Termination.

VOLUME - II



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PRICE BID - RATE SCHEDULE

Sl No	Description of work	Weight in MT	Rate / MT	Total Amount (₹) (Exclusive of GST)
1	Various structural works in Unit 1& Unit-2 at BHEL/ 2 X 660 MW Ennore SEZ-STPP, Voyalur PO, Minjur, Ponneri Taluk, Tamil Nadu– 601203	70 MT	₹ _____/-	₹ _____/-
Total Amount (₹) (Exclusive of GST)				₹ _____/- Rs. _____ _____

NOTES:

1. Quoted rate shall be exclusive of GST.
2. The breakup of this total lump sum shall be done as per Bill Of Quantity (BOQ) & payment to the contractor will be made accordingly
2. All the above quoted rates shall be firm throughout the contract period.
3. The rate shall be entered in figure as well as in words.
4. Evaluation shall be done on overall lowest offer basis. Reverse Auction is applicable for this tender.

DATE:

SIGNATURE:

PLACE:

NAME OF SIGNATORY:

NAME OF BIDDER:

(SEAL OF THE BIDDER):