

BHEL: PSNR: 1X660 MW PANKI TPP, KANPUR

**BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR – NORTHERN REGION**

Tender Document for

Hiring of Portable RO-DM plant of capacity 2x5,000 LPH (Litres per Hour) for 2 (Two) months including transportation, unloading, installation, commissioning, operation and maintenance at BHEL 1X 660 MW PANKI TPP, PANKI, KANPUR, U.P.

FOR

Boiler Hydro test at BHEL (PSNR) SITE OFFICE, Panki

1X660 MW, Panki TPP

Kanpur

Uttar Pradesh-208020

Submission Date 17/08/2021(Tender Documents) upto 15:00 Hr.

Opening Date 17/08/2021 (Tech. Bid) 15:30 Hr.

17/08/2021 (Price Bid) 16:00 Hr.

This Tender document contains 19 Pages

BHEL: PSNR: 1X660 MW PANKI TPP, KANPUR

NOTICE INVITING TENDER

1. Tender Reference : BHEL:PSNR:PANKI TPP:BOP:01C
2. Name of the work : Hiring of Portable RO-DM plant of capacity 2x5,000 LPH (Litres per Hour) for 2 (Two) months including transportation, unloading, installation, commissioning, operation and maintenance at BHEL 1X 660 MW PANKI TPP, Panki, Kanpur, U.P.
3. Duration of Contract : 02 (Two) months
4. Earnest money deposit : Rs. 10,000/- (Rupees Ten Thousand only)
5. Last date and time for the submission of complete tender: Before 15.00 Hrs. on 17/08/2021
6. Date and time for tender opening : At 15.30 Hrs. on 17/08/2021 (Technical Bid)
At 16.00 Hrs. on 17/08/2021 (Price Bid)
7. Place of submission of complete tender: To be submitted to Construction Manager at BHEL Site Office,
Panki, 1X660 MW, Panki TPP, Kanpur, Uttar Pradesh-208020

This tender document contains 19 pages including General Instructions to the bidders, Minimum qualification of the bidders, Scope of work and Terms & Conditions, Price bid etc. as follows.

1. Annexure-I –Technical Bid, Scope of work and terms & Conditions, General Instructions for the bidders etc.
2. Annexure-II – Financial/Price Bid

Note: The bidder shall submit the duly filled Tender documents in two parts (Technical Bid and Financial / Price bid) after affixing signature on all pages.

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Annexure -I

PART-1 (Technical Bid)

Ref: BHEL:PSNR:PANKI TPP:BOP:01C

Date: 06.08.2021

NOTICE FOR INVITING TENDER

Sub: Notice for inviting offer for Hiring of Portable RO-DM plant of capacity 2x5,000 LPH (Litres per Hour) for 2 (Two) months including transportation, unloading, installation, commissioning, operation and maintenance for Boiler hydro test at BHEL 1X 660 MW PANKI TPP, Panki, Kanpur, U.P.

Dear Sir,

Interested parties are invited for providing Portable RO-DM plant of capacity 2x5,000 LPH (Litres per Hour) for 2 (Two) months including transportation, unloading, installation, commissioning, operation and maintenance for Boiler hydro test at BHEL 1X 660 MW PANKI TPP, Panki, Kanpur, U.P. as per following terms & Conditions:

Special conditions of contract:

A) SCOPE OF WORK:

- 1) Hiring of Portable RO-DM plant of capacity 2x5,000 LPH (Litres per Hour) for 2 (Two) months including transportation, unloading, installation, commissioning, operation and maintenance for Boiler hydro test at BHEL 1X 660 MW PANKI TPP, PANKI, KANPUR, U.P.
- 2) The expected Input water Quality shall be bore well water and parameter is enclosed as Annex-A.
- 3) Required Output Water quality requirement is enclosed as Annex-B
- 4) Intake water shall be supplied through ground water bore well via a tank by BHEL.
- 5) From input water tank to RO-DM plant skid, intake water pump, pipes and associated piping accessories shall be in the scope of the bidder.
- 6) Outlet piping from the DM water outlet flange shall be in the scope of BHEL.
- 7) The output water of RO-DM plant is to have a head of 15 mtrs of water column.
- 8) All consumables for running of and generating desired output from RO-DM plant is in the scope of bidder and no additional payment shall be made on account of same.
- 9) Power supply shall be provided at incomer of RO-DM plant at a single point. Electricity shall be provided free of cost. However, installation of ELCB/ MCCB, etc, associated cabling from electrical source and any other requirement to ensure the safe operation of the equipment shall be in the scope of the bidder.
- 10) 24x7 O&M of plant for the entire period is in the scope of bidder.
- 11) All layout Engineering documents, drawings, foundation GAD, are to be submitted by bidder within 5 days from date of order.
- 12) All instruments (conductivity, pH, etc.) and gauges within RO-DM plant battery limits (From raw water inlet flange to DM water outlet flange) are in the scope of bidder.

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- 13) All Civil foundations including leveling and grading for the installation of Portable RO-DM plant, pipe support pedestals etc., are in the scope of BHEL.
- 14) DM storage tank, Input water tank and Neutralization tank shall be provided by BHEL.
- 15) Security of material shall be in the scope of bidder.
- 16) Housekeeping and disposal of waste materials shall be in the scope of the bidder. Location for disposal shall be provided by BHEL.
- 17) Online DM water Output analysis monitoring during operation of RO-DM plant shall be in the scope of bidder.
- 18) Compliance of all the relevant labour laws, WCI policy and any other requirement to ensure the safety of the workers shall be in the scope of the bidder.
- 19) De-mobilization:- Skid Dismantling, loading and taking out from plant premises after completion of job is in the scope of bidder.

B) DELIVERY SCHEDULE:

Entire materials supply including erection and commissioning at BHEL, 1X 660 MW PANKI TPP, PANKI, KANPUR, U.P. – 208020 is to be done within 2 weeks from the date of written intimation from BHEL.

C) CONTRACT DURATION:

Contract Duration shall be 02 months from the date of commissioning of Portable RO-DM plant of capacity 2x5,000 LPH (Litres per Hour) . However, same can be extended as per requirement. Commissioning refers to generation of desired quality of output DM water.

D) PAYMENT TERMS:

- 1) Payment will be made through RTGS from BHEL.
- 2) 5% of monthly hire charges shall be retained from each RA Bill and to be paid after successful de-mobilization of the Portable RO-DM plant.
- 3) Bills against monthly charges to be submitted on monthly basis.
- 4) Taxes and Duties are as per Annex-C
- 5) Payment shall be made within 30 days of the receipt of original invoices along with required documents at BHEL Site office.
- 6) Payment authority and consignee – Construction Manager , BHEL PSNR, 1X 660 MW PANKI TPP, PANKI, KANPUR, U.P.
- 7) EMD – Bidder has to submit earnest money deposit (EMD) of Rs. 10,000/- (Rupees Ten Thousand only) in the account of "Bharat Heavy Electricals Limited" New Delhi and the account details are as follows:

Name	Bharat Heavy Electricals Limited
Bank Name	State Bank of India
Branch	CAG-II New Delhi
Account No	10813608647
IFSC Code	SBIN0017313
Account Type	Cash Credit

BHEL: PSNR: 1X660 MW PANKI TPP, KANPUR

EMD of the successful bidder shall be converted and adjusted towards the required amount of Security Deposit (SD). EMD amount of unsuccessful bidder shall be returned to them within 30 days after placement of Work order to successful L-1 bidder.

E) LD &SD:

- 1) Liquidated Damage (LD) is applicable to the contract and shall be applicable at the rate of 0.5% of the total basic price, per week of delay or part thereof subject to a maximum of 10% of the total contract value (ex. taxes and duties) for failure to install and commission the Portable RO-DM plant within the stipulated time. For this purpose, the period of delay shall be the delay attributable to the Contractor for the start of operations of the Portable RO-DM plant. Contract Value for this purpose, shall be the final executed value exclusive of Taxes & Duties, ORC, Extra Works executed on manday rate basis, Supplementary/ Additional Items and PVC.
- 2) Security Deposit (SD) 5% of the contract price shall be retained from the first bill and shall be payable to the bidder after contract completion.

F) Other terms & conditions:

1. Last date for seeking any clarification on subject tender is 11.08.2021 through email to following official asaxena@bhel.in, manoj_kashyap@bhel.in, rachit_2201@bhel.in, atulmittal@bhel.in.
2. BHEL reserves right to accept or reject any or all offer without assigning any reason. BHEL also reserves right to cancel the tender wholly or partly without assigning any reason. Also BHEL shall not entertain any correspondence from bidder in this matter.
3. In the event of any typing error/other clerical errors in the tender documents, noticed by the tenderer, the same must be pointed out before submission of offer or else, BHEL's interpretation shall prevail & binding on tenderer.

G) Pre-Qualifying Requirement (PQR):

Should have executed similar type of hiring job of RO-DM plant of capacity 5,000 Ltr/hr (minimum) in the last 7 Years ending on the 'latest date of Bid Submission' of Tender irrespective of date of start of work.

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

Reference No:.....

Date:.....

To,

Construction Manager
BHEL Panki site office, Panki TPS 1x660MW
Panki, Kanpur, U.P.

Dear Sir,

Sub : Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector Northern Region, Panki site, 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. Notice Inviting Tender (NIT)
2. Technical Bid (Annexure-I)
3. Terms and Conditions of Contract
4. Forms and Procedures
5. Price Bid (Annexure-II)

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.

Authorised Representative of Bidder

Signature :
Name :
Address :

Place:
Date:

BHEL: PSNR: 1X660 MW PANKI TPP, KANPUR

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

Construction Manager
BHEL Panki site office, Panki TPS 1x660MW
Panki, Kanpur, U.P.

Dear Sir,

Sub : Declaration by Authorised Signatory
Ref : 1) NIT/Tender Specification No:,
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:

BHEL: PSNR: 1X660 MW PANKI TPP, KANPUR

NO DEVIATION CERTIFICATE

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

To,

Construction Manager
BHEL Panki site office, Panki TPS 1x660MW
Panki, Kanpur, U.P.

Dear Sir,

Sub : No Deviation Certificate

Ref : 1) NIT/Tender Specification No:,
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.

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)

BHEL: PSNR: 1X660 MW PANKI TPP, KANPUR

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.

BHEL: PSNR: 1X660 MW PANKI TPP, KANPUR

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

Construction Manager
BHEL Panki site office, Panki TPS 1x660MW
Panki, Kanpur, U.P.

Dear Sir,

Sub : **Declaration by Authorised Signatory regarding Authenticity of submitted documents.**

Ref : 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the documents submitted by us in support of possession of "Qualifying Requirements" are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying / supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

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

Date:

BHEL: PSNR: 1X660 MW PANKI TPP, KANPUR

PART-2 (Price Bid)

Annexure -II

Ref: BHEL:PSNR:PANKI TPP:BOP:01D

Date: 06.08.2021

Sub.: Offer for Hiring of Portable RO-DM plant of capacity 2x5,000 LPH (Litres per Hour) for 2 (Two) months including transportation, unloading, installation, commissioning, operation and maintenance for Boiler hydro test at BHEL 1X 660 MW PANKI TPP, Panki, Kanpur, U.P.

I/We accept the terms & conditions of the tender in Toto without any deviation from the scope & condition given in the tender.

1. Monthly hire charges of RO-DM Plant of Capacity 2x5,000 LPH (Litres per Hour) Rs. (In numbers))

(excluding GST)

Rs. (In words).....

.....

Note:

- Agency has to quote only monthly hire charges of Portable RO-DM plant of capacity 2x5,000 LPH (Litres per Hour) including transportation, unloading, installation, commissioning, operation, maintenance and imposing all other conditions mentioned in the tender notice.
- All consumables for running of and generating desired output from RO-DM plant is in the scope of bidder and no additional payment shall be made on account of same.
- Agency must have sign on all pages of tender document.
- In any disputes/ambiguity BHEL decision will be final and binding to contractors.

Date:

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

Annexure - A

TEST REPORT

Test Report Issued To:

BHARAT HEAVY ELECTRICALS LIMITED-TBG

400KV SWITCHYARD,
660MW THERMAL POWER PLANT PANKI,
KANPUR, UTTAR PRADESH - 208020,
INDIA

Test Report No: K210617008/K210617008-11

Date of Issue: 29-Jun-2021



Sample Booking/Receipt Date: 17-Jun-2021

Date of Start of Testing: 22-Jun-2021

Date of Completion of Test: 29-Jun-2021

Customer Relationship Number **60650**

Sample Description :

CONDUCTING WATER SAMPLE COLLECTED FROM PANKI TPS



Customer Reference No :

NHEL/PSNR/PANKI/EST COM/VO/23, DATED 14.06.2021

Kind Attention : MR. ASHISH SAXENA (DY. MANAGER- PLANNING & I.T.)

E-Mail: asaxena@bhel.in

Contact No: 9721454925

Sample Condition : AS RECEIVED BASIS

Sample Quantity (Approx) : 5 LITER

Sample Size (Approx) : -

SAMPLE NOT DRAWN BY OUR LABORATORY. THE RESULTS RELATE ONLY TO THE ITEMS TESTED

Digitally signed
by DEBOSHREE
ROY
Date: 2021.06.29
14:47:49 +05:30

ULR-TC63142100006411F

Report Issued by

Authenticity of report can be verified by mail at verification@spectrolab.in

This is a Digitally Signed Report and hence doesn't require Physical Signature.

Spectro Analytical Labs Limited S-1, GNEPIP, Surajpur Industrial Area Phase-V, Kasna, Greater Noida-201308 (India)

Phone : +91-120-2341252, 2341251 || URL : www.spectro.in || Email : care@spectro.in

BIS & DDA Approved, ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Laboratory

Please refer to our Website <http://www.spectro.in/spectro-policies.html> for Terms & Condition

GROUP: WATER

DISCIPLINE: CHEMICAL

ID: K210617008-1

S.No.	TEST PARAMETERS	OBSERVED RESULTS	TEST METHODS
1	Fluorides (F), mg/l	1.35	APHA-4500-F-D
2	Chlorides (as Cl), mg/l	15.88	IS:3025 (Pt-32):1988 (Cl.2)
3	Nitrate (as NO ₃), mg/l	0.19	IS:3025 (Pt-34):1988
4	Alkalinity (as CaCO ₃), mg/l	404	IS: 3025 (Pt-23):1986
5	Acidity (as CaCO ₃), mg/l	<1.0	IS: 3025 (Pt-22):1986
6	Sulphate (as SO ₄), mg/l	38.30	IS:3025 (Pt-24):1986 (Cl.4)
7	Silica (as SiO ₂), mg/l	0.81	APHA-4500-SiO ₂ -C
8	Total Dissolved Solids, mg/l	480	IS: 3025 (Pt-16): 1984
9	Bi-Carbonates (as HCO ₃), mg/l	404	APHA-2320-B
10	Carbonates (as CO ₃), mg/l	<1.0	APHA-2320-B
11	Calcium (as Ca), mg/l	44.88	IS:3025(Pt-40):1991 (Cl.4)
12	Magnesium (as Mg), mg/l	33.04	IS:3025(Pt-46):1994 (Cl.6)
13	pH value	7.62	IS: 3025 (Pt-11): 1983
14	Colour, Hazen units	<1.0	IS:3025 (Pt -4): 1983 (Cl.2)
15	Turbidity, NTU	<0.2	IS: 3025 (Pt-10): 1984
16	Cyanide (as CN), mg/l	<0.005	IS:3025(Pt-27):1986
17	Hexavalent Chromium (as Cr ⁺⁶), mg/l	<0.01	IS: 3025 (P-52): 2003
18	Iron (as Fe), mg/l	0.08	IS: 3025 (P-53): 2003
19	Sodium (as Na), mg/l	54.4	IS:3025(Pt-45):1993
20	Potassium (as K), mg/l	6.0	IS:3025(Pt-45):1993

-- End of Test Report --

[Handwritten Signature]
Analyst Signature



TC-6314

ULR-TC631421000006411F



Authorised Signatory

TEST REPORT

Test Report Issued To:

BHARAT HEAVY ELECTRICALS LIMITED-TBG

400KV SWITCHYARD,
660MW THERMAL POWER PLANT PANKI,
KANPUR, UTTAR PRADESH - 208020,
INDIA

Test Report No: K210617008/K210617008-10

Date of Issue: 29-Jun-2021



Sample Booking/Receipt Date: 17-Jun-2021

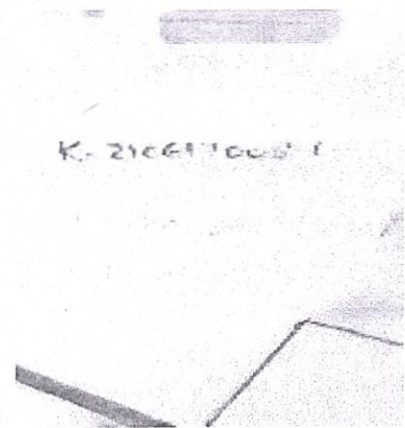
Date of Start of Testing: 22-Jun-2021

Date of Completion of Test: 29-Jun-2021

Customer Relationship Number **60650**

Sample Description :

CONDUCTING WATER SAMPLE COLLECTED FROM PANKI TPS



Customer Reference No :

NHEL/PSNR/PANKI/EST COMMWO/23, DATED 14.06.2021

Kind Attention : MR. ASHISH SAXENA (DY. MANAGER- PLANNING & I.T.)

E-Mail: asaxena@bhel.in

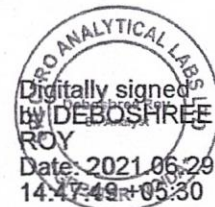
Contact No: 9721454925

Sample Condition : **AS RECEIVED BASIS**

Sample Quantity (Approx) : **5 LITER**

Sample Size (Approx) : -

SAMPLE NOT DRAWN BY OUR LABORATORY. THE RESULTS RELATE ONLY TO THE ITEMS TESTED



Report issued by

Authenticity of report can be verified by mail at verification@spectrolab.in

This is a Digitally Signed Report and hence doesn't require Physical Signature.

Spectro Analytical Labs Limited S-1, GNEPIP, Surajpur Industrial Area Phase-V, Kasna, Greater Noida-201308 (India)

Phone : +91-120-2341252, 2341251 || URL : www.spectro.in || Email: care@spectro.in

BIS & DDA Approved, ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Laboratory

Please refer to our Website <http://www.spectro.in/spectro-policies.html> for Terms & Condition

TEST REPORT

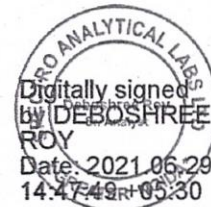
GROUP: WATER

DISCIPLINE: CHEMICAL

ID: K210617008-1

S. No	TEST PARAMETERS	OBSERVED RESULTS	TEST METHODS
1	Reactive Silica (as SiO ₂), mg/l	0.81	APHA-4500-SiO ₂ -C
2	Colloidal Silica (as SiO ₂), mg/l	<0.01	APHA-4500-SiO ₂ -C
3	Phenolic compounds (as C ₆ H ₅ OH), mg/l	<0.005	IS: 3025 (P-43): 1992
4	Cadmium (as Cd), mg/l	<0.003	IS: 3025 (Pt-2):2019
5	Nickel (as Ni), mg/l	<0.01	IS: 3025 (Pt-2):2019
6	Lead (as Pb), mg/l	<0.01	IS: 3025 (Pt-2):2019
7	Manganese (as Mn), mg/l	0.07	IS: 3025 (Pt-2):2019
8	Zinc (as Zn), mg/l	<0.01	IS: 3025 (Pt-2):2019
9	Copper (as Cu), mg/l	<0.01	IS: 3025 (Pt-2):2019
10	Total Suspended Solids, mg/l	<1.0	IS: 3025 (Pt-17):1984
11	Total Organic Carbon, ppm	1.09	APHA-5310-C
12	Heavy Metal		
12 (a)	Aluminium (as Al), mg/l	<0.01	IS: 3025 (Pt-2):2019
12 (b)	Boron (as B), mg/l	<0.01	IS: 3025 (Pt-2):2019
12 (c)	Silver (as Ag), mg/l	<0.02	IS: 3025 (Pt-2):2019
12 (d)	Mercury (as Hg), mg/l	<0.001	IS: 3025 (Pt-2):2019
12 (e)	Arsenic (as As), mg/l	<0.005	IS: 3025 (Pt-2):2019
13	COD, mg/l	<1.0	IS: 3025 (Pt-58) :2006
14	BOD 3 days at 27° C, mg/l	<0.4	IS: 3025 (Pt-44):1993

-- End of Test Report --



Analyst Signature

Authorised Signatory

Spectro Analytical Labs Limited S-1, GNEPIP, Surajpur Industrial Area, Phase V, Kasna, Greater Noida-201308 (India)

Phone: +91-120-2341250, 2341251 || URL: www.spectro.in || Email: care@spectro.in

BIS & DDA Approved, ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 Certified Laboratory

Annexure-B

Output Water quality

The *Demineralized or Condensate quality water* is recommended for carrying out hydro test for a OTSC boiler. *Demineralized or Condensate quality water is defined as containing no more than 1 ppm (1 mg/kg) of identifiable solids and essentially a zero concentration (or lowest detectable level) of organic material. The quality of such a DM water and condenser water is clarified here:*

Specific Conductivity (max)	1.0 $\mu\text{S}/\text{cm}$ ^a
Sodium (max)	5 ppb
Silica (max)	10 ppb ^b
Chloride (max)	50 ppb
TOC (max)	300 ppb
Iron (max)	20 ppb
DO (max)	9 ppm [*]
pH	< 9.5 ^{**}

* Maximum saturated dissolved oxygen content is specified. It may vary based atmospheric condition in site.

** pH is achieved by adding about 10 ppm ammonium hydroxide in DM water

^a DM water without ammonia dosing

^b Silica can be relaxed up to 20 ppb

TECHNICAL CONDITIONS OF CONTRACT (TCC)
CHAPTER - VIII: TAXES AND OTHER DUTIES

8.0 TAXES & DUTIES

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

GST Shall be payable extra as per following:

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

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

8.1.4 GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor :-

- a. Supply of goods and/or services have been received by BHEL.
- b. Original Tax Invoice has been submitted to BHEL.
- c. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.

8.1.5 TDS under GST law as applicable shall be deducted.

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

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

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

8.1.9 The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract is limited to direct transactions between BHEL & its Contractor. BHEL is not

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responsible for any liability that may arise due to any transaction beyond the direct transaction between BHEL & its Contractor.

8.1.10 Variation in Taxes & Duties:

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

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

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

- 8.1.11 Modalities of Tax Incidence on BHEL: Where GST law permits more than one option or methodology for discharging liability of tax/ levy/ duty; the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

8.2 **BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.**

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- 8.2.1 It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a license to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within a period of one month from the date of award of contract.

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- 8.2.2 It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on gross payment made for value of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
- 8.2.3 It shall be the responsibility of the sub-contractor to furnish the receipts /challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
- 8.2.4 It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.
- 8.2.5 The contractor shall, however ensure before deposit of any BOCW Cess, that customer is not depositing the same in order to avoid excess deposit of cess.
- 8.2.6 The contractor shall bear cost of BOCW cess either by way of deposit or through recovery by BHEL in case the same is deposited by the customer.
- 8.2.7 In case of failure in above mentioned compliances, BOCW Cess @ 1% as well as applicable penalty as specified in BOCW Act/Rules shall be deducted from the contractor.