

TENDER SPECIFICATIONS

E- TENDER SPECIFICATION NUMBER: BHEL/PVUNL/TG#1/OIL FILTRATION SERVICE

FOR

Hiring Oil Filtration & moisture removal services for LP Bypass and Main Turbine Control Oil unit#1 for the period of 30 days at 3X800MW Patratu site, Ramgarh, Jharkhand.

VOLUME I – TECHNICAL BID

THIS TENDER SPECIFICATION CONSISTS OF:

Notice Inviting Tender	
Volume-IA	Technical Conditions of Contract
Volume II	Price Bid



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
Power Sector – Western Region
3X800MW, PVUNL, Patratu Site

CONTENTS		
Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <u>Vol-IA-200</u>)
NIL	Notice Inviting Tender	(Part of <u>Vol-IA-200</u>)
I-A	Technical Conditions of Contract	Vol-I-A-200
I-B	Special Conditions of Contract	Not Applicable
I-C	General Conditions of Contract	(Part of Vol-I-A-200)
I-D	Forms & Procedures	Not Applicable
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-200

E-TENDER SPECIFICATIONS

E- TENDER SPECIFICATION NUMBER: BHEL/PVUNL/TG#1/OIL FILTRATION SERVICE
FOR

Hiring Oil Filtration & moisture removal services for LP Bypass and Main Turbine Control Oil unit#1 for the period of 30 days at 3X800MW Patratu site, Ramgarh, Jharkhand.

EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender

LAST DATE FOR Refer Notice Inviting Tender
TENDER SUBMISSION

THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:

M/s. Minimac Systems Pvt Ltd
Chakan Pune

PLEASE NOTE:
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.

For Bharat Heavy Electricals Limited

GM (Purchase)
Place: Nagpur
Date: 09-09-2025

Date: 09/09/2025

NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

To,
Dear Sir/Madam,

Sub : NOTICE INVITING E-TENDER

Offer through email & offer submission within 01 day

Sealed offers in two part bid are through E-Procurement Portal <https://eprocurebhel.co.in> only, for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

S No.	ISSUE	DESCRIPTION	
i	TENDER NUMBER	BHEL/PVUNL/TG#1/OIL FILTRATION SERVICE	
ii	Broad Scope of job	<u>Hiring Oil Filtration & moisture removal services for LP Bypass and Main Turbine Control Oil unit#1 for the period of 30 days at 3X800MW Patratu site, Ramgarh, Jharkhand.</u>	
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.	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Not Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Not Applicable
E	Volume-IE	Drawing and Plot Plan	Not Applicable
	Volume-II	Price Schedule (Absolute value).	Applicable
iv	Issue of Tender Documents	Through email Tender documents will be available for downloading from e-procurement portal (https://eprocurebhel.co.in) as per schedule below: Start: 09/09/2025, Time: 15:00 Hrs Closes: 10/09/2025, Time: 15:00 Hrs	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Through email , Due Date: 10/09/2025, Time: 15:00 Hrs The bidder should submit their offer online only in e-Procurement portal at https://eprocurebhel.co.in <u>Bidders are requested to upload their offer well in advance in order to avoid last minute congestion at this website.</u> Hard copy bid or bids through E-mail / fax shall not be accepted.	Applicable
vi	OPENING OF TENDER (Techno-	Date: 10/09/2025, Time: 15:10 Hrs Notes:	Applicable

S No.	ISSUE	DESCRIPTION	
	Commercial Bid)	(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) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	
vii	EMD AMOUNT and SD	Not Applicable	Not Applicable
viii	COST OF TENDER	NIL	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Through email before due time 1) Name: SUNIL SHARMA Email: sunils@bhel.in Mob: 7574875534 2) Mr. Moti Das Manikpuri Email: mdmanikpuri@bhel.in Mob: 8719079616 3) Mr. Biraj Roy Email: biraj@bhel.in 4) Mob: 9587886706	Applicable
x	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xi	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com→Tender Notifications→View Corrigendum), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal https://eprocurebhel.co.in and not in the newspapers. Bidders to keep themselves updated with all such information.	

2.0 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 digitally using Class III DSC & uploaded in E-Procurement Portal~~, 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.**

3.0 **Procedure for Submission of Tenders:**

~~This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer~~

online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two parts only.

Documents Comprising the e-Tender

The tender shall be submitted online as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- i. Technical Bid (without indicating any prices).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-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.
- 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.
- 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.

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/electronically in place of e-tender, 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.**

Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

BHEL has finalized the e-procurement service Provider:-

NIC PORTAL (<https://eprocurebhel.co.in>)

For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:

For any technical related queries, please call at 24 x 7 Help Desk Number

0120-5001-002

0120-4200-462

0120-5001-005

0120-6277-787

1. **Peter Raj, NIC, Ph: 9942069052**

Email Support: support-eproc@nic.in
Other details/update yourself from : <https://eprocurebhel.co.in>

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC certifying authority:—
please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

Vendors are requested to go through seller manual available on <https://eprocurebhel.co.in>.

- **SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any in-complete documents.**

- 4.0 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.
- 5.0 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).
- 6.0 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.
- 7.0 Validity of the offer shall be for **two months** (60 days) from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 8.0 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.
All overwriting/cutting, etc., will be numbered by bid opening officials and announced during bid opening.
- 9.0 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.

10.0 **BHEL** reserve the right to cancel the Contract in case of delay in delivery of equipment/material is by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on the other bidder who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.

11.0 **Techno – Commercial Terms and Conditions:**

1. Tenders beyond the scheduled due time cannot be submitted by the bidders.
2. Offer must be submitted in **Two-Part Bid only** i.e. techno-commercial bid and price bid separately. Single bid offer shall be liable for rejection.
3. Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
4. **Price:** Bidders should quote the prices in Volume – II - Price Bid and submitted through email. Price Bid should be password protected. At the time of price bid opening, password shall be asked to bidder
5. **Evaluation criteria:**
 - a. Price bid of the techno-commercially acceptable offer shall only be opened for Price Evaluation.
 - b. Tender will be evaluated on the basis of delivered cost i.e. “Total Landed Cost to BHEL” of all items as a complete package, i.e. total cost to the BHEL, taking into consideration loadings, if any, and all available financial advantages, including those available from Owner, taxation authorities etc.
6. **MSE Preference and MII:** MSE (Micro & Small) and MII (Make in India) shall not be applicable
7. **Transit Insurance:** Transit Insurance for equipment from supplier’s works to BHEL Site shall be in bidder’s scope.
8. **Delivery Schedule:** As per TCC.
9. **Place of Service / Name and address of Bill to Party / Ship to Party / Paying Authority:**

Supplier shall mention the following address in GST Compliant Tax Invoice for payment purpose

CONSTRUCTION MANAGER,
BHEL SITE OFFICE 3X800MW,
PVUNL PATRATU DISTRAMGARH, (JHARKHAND) PIN-829119,
Hazaribag, JHARKHAND-829119, India
GST: 20AAACB4146P5ZP
10. **Payment Terms:** As per TCC
11. **Liquidated Damages/Penalty:** As per TCC

12. **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.
13. For establishing Price reasonability of offered rates, the supplier is to submit any one of the followings:
- A. Bidder shall submit price list of each item (as per enquiry). **OR**
 - B. Bidder shall submit certificate for price reasonability and applicability of similar quoted rates to other customers world-wide. **OR**
 - C. Bidder shall submit latest P.O. copy of each items (as per enquiry) supplied to other customers world-wide.

IMPORTANT INFORMATION

Following clause of Volume-I-C-General Conditions of Contract clause shall not be applicable for this contract:

- i.Clause 1.9 : EMD
- ii.Clause 1.14 : Execution of Contract Agreement
- iii.Clause 1.12: Bank Guarantee
- iv.Clause 1.10 & 1.11: Security Deposit & Return of Security Deposit
- v.Clause 2.9: Progress Monitoring, Monthly Review and Performance Evaluation
- vi.Clause No. 2.12: Overrun Compensation
- vii.Clause 2.13: INTEREST BEARING RECOVERABLE ADVANCES/ SECURED RECOVERABLE ADVANCES
- viii.Clause 2.14: Quantity Variation
- ix.Clause 2.15: Extra Works
- x.Clause 2.16: Supplementary Items
- xi.Clause 2.17: Price variation Compensation
- xii.Clause -2.22: Retention amount
- xiii.Clause – 2.24: Performance bank Guarantee for workmanship

~~E-Tender for this work is invited by BHEL PSWR, Patratu Site and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.~~

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

Name: SUNIL SHARMA Sr. Manager/TG Email: sunils@bhel.in Mob:7574875534

M.D. Manikpuri /Sr. Engineer/Purchase, Email: mdmanikpuri@bhel.in, Ph: +91-8719079616

Biraj Roy/Sr.Manager/Purchase, Email:biraj@bhel.in, Ph: +91-9587886706

1. **Refer the abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' which is available at www.bhel.com on "supplier registration page" at the following link:https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf**
2. **All Statutory Requirements as applicable for this project shall be complied with.**
3. **BHEL Fraud Prevention Policy: "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."**

4. Bidder to strictly follow all the necessary guidelines issued by Customer, District Magistrate, State Government and Central government to control Pandemic/Epidemic outbreak. The related towards quarantine Centre/Medical expenses etc., if any, shall be in the bidder's scope.

Format - I
Bid Security Declaration Form

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

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: Bid Security Declaration

Ref: Tender Specification No: **NTPRT-200**

Tender Description: **Hiring Oil Filtration & moisture removal services for LP Bypass and Main Turbine Control Oil unit#1 for the period of 30 days at 3X800MW Patratu site, Ramgarh, Jharkhand.**

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

Signature of the Authorised Signatory
(With Name, Designation and Company seal)

Place:

Date:

Format -II

CERTIFICATE OF NO DEVIATION

Tender

NTPRT-200

I/WE, M/s -----

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.

Signature of Tenderer

Format – III

Declaration

**Tender Ref.
No.** **NTPRT-200**

Scope: -

I/WE, M/s

I/ We, M/s ----- hereby confirm that we
are not under any liquidation, court receivership or similar proceedings and not bankrupt

Signature of Tenderer



TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

CONTENT

S. No.	DESCRIPTION	Chapter
Vol I A	Part-I: Contract specific details	
1	Project Information	Chapter-I
2	Scope of works	Chapter-II
4	Time Schedule	Chapter-IV
5	Terms of Payment	Chapter-V
6	Taxes and Duties	Chapter-VI
7	Bill of Quantity & Weightages/ Factors	Chapter-VII

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER - VI: TAXES AND DUTIES

1. PROJECT INFORMATION

Project Information: 3X800 MW PVUNL PATRATU TPP PHASE-1 is being set up by PVUNL (Patratu Vidyut Utpadan Nigam Limited, a subsidiary of NTPC Ltd in Joint venture with Jharkhand Bijli Vitran Nigam Limited).		
S. No.	Description	Details
1.1	Location	PATRATU
1.2	Nearest Railway Station	Patratu (04 km)
1.3	Nearest Airport	Ranchi (45 km)
1.4	Access By Road	Patratu (04 km)
1.5	Major Towns/Cities	Ranchi (45 km)
1.6	Source of Water	Patratu Reservoir
1.7	Maximum Temperature	48°C
1.8	Minimum Temperature	0.6°C

The bidder is advised to visit and examine the site of WORKS and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into the contract. All costs for and associated with site visits shall be borne by the bidder

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER - VI: TAXES AND DUTIES

2. SCOPE OF WORK

Hiring Oil Filtration & moisture removal services for LP Bypass and Main Turbine Control Oil unit#1 for the period of 30 days at 3X800MW Patratu site, Ramgarh, Jharkhand.

Brief Scope of Work:

Oil filtration (\leq NAS 5) and moisture removal (<300 PPM) of the LP bypass & Main Turbine control fluid to be carried out at Unit#1 of 3x800MW PVUNL Patratu project. For which following services are required.

- i) Deployment of Oil filtration cum moisture removal unit (along with inlet and outlet hose) 01no for the period of 30 days.
- ii) Providing filter element of the following sizes and Qty. (Suitable for the 46 to 200 cst Hydraulic oil) for the filtration unit.
 - a) 10 Micron Absolute Type Filter Elements = 5 Nos
 - b) 05 Micron Absolute Type Filter Elements = 5
 - c) Suction Strainer 149-micron filter element= 1 No.
- iii) Deployment of Engineer/Operator-01no to operate the filtration unit for the period of 30 days.
- V) Moisture content less than 300PPM and oil purity \leq NAS 5 to be achieved.
- VI) Oil testing for purity and moisture measurement is in vendor scope.
- VII) Loading and unloading of Filtration unit will be in BHEL-scope.
- viii) Expenses like to & fro charges of Engineer/Operator, incidentals at site are to be borne by vendor except lodging and fooding of Engineer. Lodging and Fooding will be in BHEL Scope

STATUTORY COMPLIANCES:

Contractor shall be responsible for complying with all local/state government/central government laws/rules/requirements while discharging its obligations under the contract. Agency has to co-ordinate for required permissions from concern authorities & other agencies to complete the job. Contractor shall also be responsible for maintaining highest safety standards while execution of jobs and shall be directly responsible for any damages/losses to his men/machinery/instruments. Courts of Nagpur shall have exclusive jurisdiction in the event of any dispute between the parties.

SERVICES & INSURANCE:

Insurance of engaged Manpower is in Agency Scope. Agency persons has to take care of their consumables, Instruments, PPEs & BHEL will not be responsible for any Damage occurs there off.

a. GENERAL:

- i) All the tools and tackels is in Vendor scope for set up and operation of machine.
- ii) Resolution of any breakdown of machine will be in vendor scope and within 3 days after verbal or written communication or mutually agreed by both parties.
- ii) Vendor will be responsible for Non-performance /unsatisfactory performance of machine.
- iii) Machine/Manpower/Crew rental start from the day machine starts the satisfactory operation and rental ends on the day work completion certificate is signed By BHEL Engineer.
- iv) No charges will be paid for equipment and engineer for the idle time of Equipment due to fault at vendor's end.
- IV) Mobilization and demobilization of equipment and manpower will be in vendor scope.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER - VI: TAXES AND DUTIES

4. TIME SCHEDULE

30 days from the date of mobilization at site. However, the same can be reduced on the basis of oil purity (\leq NAS 5) and moisture level (<300 PPM) achieved.

4.1 MOBILIZATION

Vendor has to mobilized their equipments and manpower within 07 days from the date of intimation from BHEL. Mobilization will be deemed complete after the receipt of the oil filtration unit and reporting of Engineer at site.

4.2 COMMENCEMENT OF WORK

Start date of contract will be the date of Mobilization (Equipment & Engineer) at site.

5. TERMS OF PAYMENT

- i) **Rental Payment for the Equipment:** The rental period for the Equipment shall commence from the date of mobilization (Equipment & Engineer) at site and shall conclude on the date of issuance of the completion certificate and material out gate pass by BHEL. No payment shall be made for any idle period of the Equipment attributable to the vendor's fault.
- ii) **Engineer Charges:** Engineer charges will start from the date of mobilization (Equipment & Engineer) at site and ends at the time of de-mobilization from site. Payment will be made based on the actual days present at site.
- iii) **Consumable (Filter) charges:** Payment for the consumable (filters) will be paid based on quantity of filters ordered and receipt of the material at site.
- iv) **Mob -Demob charges:** One-time Mobilization and demobilization charges will be paid by BHEL. No charges will be paid for the replacement of equipment and Engineer.
- v) **Day Rate (Equipment):** Equipment day rate will be for 24 hrs.
- vi) **Day Rate (Engineer):** Engineer day rate will be for 8.5hrs working /day
- vii) Payment will be made within 45 days after the completion of work and submission of invoice at site.

5.1 LD/Penalty Clause

0.50% for per week delay in mobilization limited to 10% of the contract value.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER - VI: TAXES AND DUTIES

6. TAXES AND DUTIES, LEVIES (Rev 14 dated 09/10/2020)

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.

3. **GST:**

The successful bidder shall furnish proof of GST registration. GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.

4. GST charged in the Tax Invoice/Debit note 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
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.

If the successful Bidder is not falling under the purview of E-Invoicing, then he has to submit a declaration in that respect along with relevant financial statements.

6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill to' details will as below:

BHEL GSTN:

Jharkhand	20AAACB4146P5ZP
-----------	-----------------

NAME -- Bharat Heavy Electricals Limited, ADDRESS -- Site address

7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances: -

Email id ---- to be intimated later on.

In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.

8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER - VI: TAXES AND DUTIES

10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
11. **Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.**

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.
12. **New taxes and duties:** -Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

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 must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
15. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
16. **TCS under Income Tax 1961 has been implemented with effect from 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions**
 - i. Buyer shall be as per clause (a) of section 206C- (1H)
 - ii. Seller shall be as per clause (b) of section 206C- (1H)
 - iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER - VI: TAXES AND DUTIES

If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in progress, then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.

For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.

17. Refer Annexure – 2 for BOCW Act & Cess Act.

BOCW Act & Cess Act

ANNEXURE-2

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER - VI: TAXES AND DUTIES

8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
 - (i) Number of Building Workers employed during preceding one month.
 - (ii) Number of Building workers registered as Beneficiary during preceding one month.
 - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
 - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER - VII: BILL OF QUANTITY & WEIGHTAGES/ FACTOR

7. BILL OF QUANTITY & WEIGHTAGES/ FACTOR

Instructions to the bidders:

1. **Bidders shall quote as per Price Bid Format attached with this in Rupees.** Any other entry elsewhere in the offer of the bidder shall be treated as Null and Void. **The total value including value of individual head shall be considered for L1 (lowest Price Bidder).**
2. **Grand Total amount for the work shall be derived by BHEL by summing up respective total amounts.**
3. **Payment shall be made for the actual quantities of work executed at the unit rate arrived as per Price BID.**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER - VII: BILL OF QUANTITY & WEIGHTAGES/ FACTOR

Price Bid Format

Ref.:

Date:

Sub: Hiring Oil Filtration & Dehydration service for LP Bypass and Main Turbine Control Oil unit#1 for the period of 30 days at 3X800MW Patratu site, Ramgarh, Jharkhand.

Sr no	Work Description	Unit	Total	Unit Rate	Total Amount
1	<u>Rental charges for the oil filtration unit suitable for</u>	Per day	30		
2	<u>Engineer Charges</u>	Per day	30		
3	<u>Mob-demob charges</u>	ls	1		
4	<u>Consumable charges</u>				
i	<u>10 mic absolute type filter element</u>	Nos	5		
ii	<u>05 mic absolute type filter element</u>	Nos	5		
iii	<u>Suction strainer 149 mic Filter element</u>	Nos	1		