

Ref. Enquiry No.: PE/PG/BIF/E-6466/2020 DATED 06/07/2020

Conditional Enquiry

DUE DATE
16-JULY-2020
by 10:00 AM

Dear Ma'am/Sir,

Subject: Tender Enquiry for "VETTING OF NOISE ASSESSMENT REPORT" for 2 X 660 MW MAITREE STPP, BANGLADESH.

We are pleased to invite your offer in two parts **through e-mail** for the below mentioned package:

Sl. No.	Description	Quantity	Technical Specification
1	VETTING OF NOISE ASSESSMENT REPORT	As per attached BOQ	PEM:K:001:19-20:03

Your best quotation/offer for the above requirement, in line with our terms and conditions, should be submitted through mail as per below mentioned modalities: -

- Offer is to be sent to e-mails mentioned at S.No. 03 below in two part bid in two different password protected PDF files named as:
a) Techno-commercial bid b) Price bid.
- Both the PDF files should be password protected with two different passwords. Do not share passwords while submitting the offer. Password is to be shared only on specific request from any of email IDs mentioned at Sl. No. 03. Each password will be split into two parts, 1st part will be sent to swatirawat@bhel.in and 2nd part shall be sent to swatinair@bhel.in.
- Email is to be addressed to following emails IDs only, not to anyone else: -
a) swatirawat@bhel.in
b) swatinair@bhel.in

It shall be the responsibility of the bidder to ensure that the tender is submitted on or before the due date by 10:00 AM. Part-I bids shall be opened at 11:00 AM on the due date.

Note: -

- Please note that Part scope offered for Project shall disqualify the institution's offer.
- Techno Commercial Bids and Price Bids should be submitted separately in separate pdf files.
- Evaluation will be done on overall L1 (Total cost to BHEL) basis excluding GST with necessary loading as applicable. Incomplete offer or offer for part of NIT BOM/BOQ shall be summarily rejected.
- Late tenders are liable to be rejected.

INSTRUCTIONS FOR SUBMISSION OF OFFER

- Offers should be submitted in two parts in two separate sealed covers as follows:
Part-I: TECHNO-COMMERCIAL BID Part-II: PRICE BID

Swati Rawat
Sr. Engr./PG I, BHEL/PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector - 16A, Noida (UP) 201301, INDIA
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Regd. Office
BHEL House Siri Fort
New Delhi-110049

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2. Bidders shall submit their offers meeting the requirements of the following tender documents and other Terms & Condition included in this Enquiry Letter:
 - a. Technical Specification
 - b. Enquiry Letter
3. The Techno-Commercial bid and Price Bid should be as per Tender Documents.
4. Submission of offer shall mean that the bidder has read the bid documents and agrees to abide by all terms and conditions mentioned in the documents, unless specifically mentioned in the bid as a deviation.
5. Tenders and all correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Swati Rawat, Sr. Engr., PG-I M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301,U.P.,INDIA E-MAIL : swatirawat@bhel.in Ph. No. +91-120-4368991, +919873375231	HASEEN AHMED, SR. MANAGER, PG-I M/s. Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301,U.P.,INDIA E-MAIL : haseenahmed@bhel.in Ph. No. +91-120-4368729, +919871116747
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6. Tenders shall be submitted strictly in accordance with the requirements of the tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving clause references along with the Cost of withdrawal of Deviations as per Annexure-II" along with reasons for taking such deviations. *Institution to note all the points mentioned in "Notes" of Annexure-II.*
7. The institution along with its associate/collaborators/sub-institutions/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.
8. The offers of the institutions who are on the banned list as also the offers of the institutions, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

ENQUIRY TERMS AND CONDITIONS

1. Following Commercial terms & conditions are part of enquiry:

a) **Payment Terms:** - Payment Terms shall be as below:

- i) First Milestone: 25% payment of Total order value plus GST shall be made upon submission and BHEL's acceptance of feasibility report.
 - ii) Second Milestone: 75% payment of Total order value plus GST shall be made upon submission and BHEL's acceptance of final report & vetting on the plant level noise assessment report.
- b) Prices shall remain firm till completion of job.

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- c) **Report submission time (Delivery):-** It is expected to have 2-3 meetings with bidder after award of contract to discuss & completion of the work.
- i) Submission of feasibility report to BHEL within 1 month from the date of release of LOI/WO.
- ii) Submission of final report & vetting on the plant level noise assessment report within 3 months after submission of feasibility report.

d) **Liquidated Damages (LD):** Not Applicable for this tender.

e) **Earnest Money Deposit (EMD)** and **Security Deposit (SD)** are waived off for this tender.

f) **Termination of Contract:** If at any time the institution defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the terms and conditions even after the notice in writing is given, BHEL may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract as a whole or in part thereof. The notice will be deemed to have been served as and when sent to the address given in the tender.

BHEL reserves the right to terminate the contract at any time or stage during the period of contract, by giving 15 days' notice with or without assigning any reason without any financial consideration/implication.

2. Evaluation will be done on overall L1 (Total cost to BHEL) basis excluding GST.

3. All the enclosed Tender Documents shall automatically become a part of the order/Contract after its finalisation.

4. Validity of original offer shall be six months from the date of Part-1 opening.

5. Please note that for technical-commercial bid, detailed offers are to be submitted including the following along with the Price schedules as per BHEL format enclosed with NIT:

- Un-Priced price schedules (format) duly filled in 'Quoted' or 'Q' in each column/row.
- Technical Deviations and commercial deviations (if, any) as per format enclosed at Annexure-II.
- Along with your offers, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & conditions conveyed.

Note: Institution must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price. The actual price is to be filled in separately and submitted in price bid.

6. PRICE DISCREPANCY CLAUSE:

(i) Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

- a) Bidders should quote total price in "figures" with corresponding words in price bid format.
- b) If, in the price structure quoted for the required services, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

Ref. Enquiry No.: PE/PG/BIF/E-6466/2020 DATED 06/07/2020

- c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
- d) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above.

If there is such discrepancy in an offer, the same shall be conveyed to the institution with target date upto which the institution has to send his acceptance on the above lines and if the institution does not agree to the decision of the BHEL, the bid is liable to be ignored.

7. STATUTORY VARIATION:

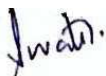
- A) In general, Statutory variation for GST is payable to the Seller during currency of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable tax even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in tax and ex- works price is to be adjusted accordingly.
- B) No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.

8. TRANSFER, SUB-LETTING/ ASSIGNMENT/ SUB-CONTRACTING

- a) Seller/ Contractor shall not sublet, transfer or assign order/ contract or any part thereof or interest therein or benefit or advantage thereof save with the prior consent in writing of Purchaser. In the event of Seller/ Contractor sub-letting, transferring or assigning order/ contract or any part thereof or interest therein or benefit or advantage thereof without such permission, the Purchaser shall be entitled to cancel the Order/ Contract and to purchase the plant/ equipment/ stores from elsewhere at risk and costs of Seller/ Contractor and the Seller/ Contractor shall be liable for any loss or damage which Purchaser may sustain in consequence of or arising out of such risk purchase.
- b) If Seller/ Contractor is an individual or proprietary concern and the individual or the proprietor dies or the partnership is dissolved or substantially affected, then unless the Purchaser is satisfied that legal representative of individual seller/ contractor or proprietor of proprietary concern and surviving partners of partnership firm are capable of carrying out and completing the order/ contract, the Purchaser shall be entitled to cancel the order/ contract as to its incomplete portion and without being in any way liable to payment of any compensation to estate of seller/ contractor and/ or to surviving partners of seller's/ contractor's firm on account of cancellation of the order/ contract.
- c) Decision of Purchaser that legal representatives of deceased seller/ contractor or surviving partners of the seller's/ contractor's firm cannot carry out and complete the order/ contract shall be final and binding on the parties hereto.
- d) Terms and Conditions shall not get affected in case of merger/ amalgamation/ takeover/ re-arrangement etc.

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9. FORCE MAJEURE

- a) Notwithstanding anything contained in the contract, neither the Seller nor the Buyer shall be held responsible for total or partial non execution/non- performance of any of the contractual obligations, in case such execution/performance is impeded/prevented due to occurrence of a 'Force Majeure' event not within the reasonable control of the party affected, which materially interferes or directly affects the performance of the obligations or duties under the contract.

Force Majeure event means an event beyond the control of the parties to the contract including but not limited to war, Military operations of any nature, Act of God, earthquakes, floods, fire, quarantine restrictions, acts of public enemy, blockades, civil war, explosion, epidemics, insurgency, change in law or government policy etc.

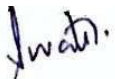
- b) The party claiming to be affected by such Force Majeure event shall notify/inform the other party in writing without delay within a reasonable period of the occurrence and cessation of such event specifying the Force Majeure event and its effect on performance of contractual obligations. In the event of the parties hereto not agreeing that a force majeure event has occurred, the parties shall submit the dispute(s) for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.
- c) If it is agreed between the parties that a Force Majeure event has occurred and its effect continues for a period of 36 months, then either party shall be free to cancel the contract. However, if the effect of such event ceases within this period of 36 months, the performance of the obligations put on hold shall be resumed immediately.
- d) Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
- e) If a war like situation has developed in a country where Sellers's works (of this PO) is located or there is political instability or civil war and Indian Embassy located in that country/Indian Government forbids or advises for not having any business dealings in that country/ region/zone, then BHEL reserves the right to cancel the order/Contract without incurring any liability for any kind of payment or compensation to the Seller on that account.

10. CONFIDENTIALITY

Seller/ Contractor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/ or finalized during the course of execution of order/ contract. i.e. Seller/Contractor shall in no way share or use such intellectual property of BHEL/purchaser to promote his own business with others. Purchaser reserves the right to claim damages from the Seller/Contractor, or take appropriate penal action as deemed fit against the Seller/Contractor, for any infringement of the provisions contained herein.

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11. LAWS GOVERNING THE CONTRACT

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ). It shall be responsibility of the vendor to ensure compliance of Labor laws, safety regulations, workmen compensation, insurance, BOCW act or other relevant acts.

12. CONCILIATION

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators under BHEL Conciliation Scheme.

Notes:

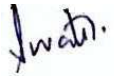
- i. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
- ii. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.
- ii. The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure (Annexure-X) to this GCC. The Procedure (Annexure-X) together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in this GCC.
- iii. The Contractor/ supplier hereby agrees that BHEL may make any amendments or modifications to the provisions stipulated in the Procedure (Annexure-X) to this GCC from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure (Annexure-X) with effect from the date as intimated by BHEL to it.
- iv. The venue of conciliation shall be Delhi/ New Delhi/ PO issuing agency city where PO is issued by BHEL Power Sector Regional HQ

13. ARBITRATION:

- 1) Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity of execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in terms of Section 21 of Arbitration & Conciliation Act in writing to the other Party commence arbitration. The notice shall as far as possible contain the particulars of all claims to be referred to arbitration.
- 2) The arbitration shall be conducted by Sole Arbitrator to be appointed mutually by the Competent Authority of BHEL (purchaser) & Seller within the statutory period as applicable. As far as practicable, names of 2 or more persons shall be forwarded to the Seller for seeking consent of the Seller to one of the names proposed for appointment as arbitrator in the case. If the parties fail to agree on the name of Sole Arbitrator, then appointment shall be made as per the provisions of section 11 of the Arbitration & Conciliation Act.

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- 3) The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. The language of Arbitration shall be English.
- 4) Subject as aforesaid, the provisions of Arbitration of Conciliation Act 1996 (India) or statutory modification/ Amendments or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat and venue of arbitration shall be Delhi/ New Delhi/ PO issuing agency city where PO is issued by BHEL Power Sector Regional HQ
- 5) The cost of arbitration shall be borne equally by the parties' subject to the final apportionment of the cost of the arbitration as per the award/order of the arbitrator.
- 6) Subject to the arbitration in terms of Clause above, the Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.
- 7) Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

14. JURISDICTION OF COURT

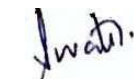
Courts at Delhi-NCR/ (PO issuing agency city- where PO has been issued by BHEL Power Sector Regional HQ) shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

15. Bidder to note that this is a Conditional Tender enquiry and the price bid (Part-II) opening shall be subject to following condition:

i) Techno-commercial recommendation by BHEL. ii) Approval of bidder by End Customer.
16. 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.
17. 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.
18. In case of joint bidding, Bidders shall be required to furnish scope matrix for the services.
19. Bidders to note Model Conciliation Clause under BHEL Conciliation Scheme, 2018 as available at bhelnem.com website at Tender section - Important Instructions for Bidders.
20. Payment will be released generally within 60 days after receipt of services and complete documents as per order/ contract.

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For deviation w.r.t. payment terms, if a bidder chooses not to give any cost of withdrawal of deviation, loading shall be done for the period of relaxation. Interest Rate for loading will be taken as Base rate of SBI on the date of bid opening, (Techno-commercial bid, in case of 2 part bids) + 6% for the period of relaxation sought by the bidders. If the bid opening day happens to be non-working day for SBI, then previous bank working day shall be considered.

21. Following to be noted regarding preference to "Make In India" circular from Corp. Office - "For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of the NIT but before finalization of contract/ PO/WO against the NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and / or local content in respect of this procurement, same shall be applicable. Bidders are requested to go through the above mentioned orders and confirm the following:

"The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content as per above mentioned orders and shall give details of the location(s) at which the local value addition is made."

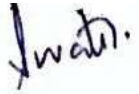
W.r.t Make in India circular, bidders will be informed that this package is not divisible in nature and margin of purchase preference shall be 20%. Minimum local content shall be 70% for this package. Accordingly, bidders will be asked for required certification. Minimum local content may vary in case department of industrial Policy and Promotion (DIPP) issue any new (revised) circular in future, the same % of content shall be informed as & when we receive from above authorities.

22. MSME/Start up Bidders to submit applicable documents along with their offer for availing the benefits as per GOI guidelines. Further PEM is already registered with RXIL(TReDS) Platform. Bidders are requested to get registered with RXIL(TReDS) Platform to avail the facility as per GOI guidelines.

Thanking You.

Yours faithfully,

For and on behalf of BHEL



SWATI RAWAT
SR. ENGR./PG-I
BHEL- PEM, NOIDA

Enclosures:

1. Annexure-I - BOQ-cum-price schedule (**Prices should be quoted strictly in this format only**).
2. Annexure-II (Schedule of Deviations).
3. Annexure-III (GST related Terms & Conditions).
4. Technical Specification
5. Technical PQR

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ANNEXURE-III: GST RELATED TERMS & CONDITIONS

1. CGST/SGST/UTGST/IGST

- a) Institution is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered.
- b) It is the responsibility of the institution to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Institution to indicate the proper GSTN Registration/ HSN code in their tax invoice.
- c) BHEL is registered in the State of Uttar Pradesh vide following GST registration number: **09AAACB4146P2ZC**
- d) Institution is required to mention the above registration number in their tax invoice.
- e) CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

2. OTHER TAXES & LEVIES - All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex Works prices unless specified otherwise by the Institution in the price bid. No variation in other taxes and duties shall be payable by BHEL.

3. DIRECT TAXES

- a) BHEL shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/Contract, as well as tax liability of the Institution and his personnel.
- b) Deductions of Tax at source at the prevailing rates shall be effected by the BHEL before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the BHEL as per statutory provisions
- 4) Institution is required to prepare GST complaint invoice & to upload the same on Web Portal immediately after raising the invoice.
- 5) All payments against Tax Invoice to Institutions shall be released only after:
 - a) Institution declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act.
 - b) The tax component charged by the Institution in the invoice should be matched with the details uploaded by Institution in GSTR-1.
 - c) Confirmation of payment of GST thereon by Institution on GSTN portal
- 6) In case, any GST credit is delayed/denied to BHEL due to delayed receipt of tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the Institution along with interest levied/leviable on BHEL.
- 7) Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the Institution.
- 8) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN/SAC code and quotes rates, correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price)
- 9) The Institution should have been registered with the appropriate authority under relevant GST laws.
- 10) The Institution to specify in their offer (Part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer
- 11) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. Ordering will be done without considering the tax.
- 12) In the event of any change in the status of Institution from composite to regular after the submission of the bid but before the supply of services, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the Institution has to raise the invoice strictly, as per the law, by adjusting their Ex-works price.

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