



Bharat Heavy Electricals Limited
(A Government of India Undertaking)
BOILER AUXILIARIES PLANT
RANIPET – 632 406, INDIA

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Maintenance & Services Department

Inviting Tender	
Tender Notice No	9721MS22004, DT: 31.05.2022
Name of work	Obtaining of RECs from NLDC and Trading of the same at power exchanges (IEX/PXIL) of 5MWp SPV Power Plant, BHEL, Ranipet.
Type of tender	Single tender.
Contract Period	One year
Earnest Money Deposit (EMD) Amount	Not Applicable.
Last date & Time for Receipt of the Tender	Dt.10.06.2022 @16.00
Date of Opening	Dt.10.06.2022 @16.30
(Please obtain updated information from the website about the latest applicable dates & other changes if any in the tender contents)	
Place of submission of Tender	e-Procurement website https://eprocurebhel.co.in/nicgep/app
Venue of the Tender Opening	e-Procurement website https://eprocurebhel.co.in/nicgep/app

Note:

1. The Tender documents can be down loaded from BHEL website (http://www.bhel.com/tender/list_tender.php) and also in Central Public Procurement Portal (CPP) website: <http://eprocure.gov.in/epublish/app>
2. Interested bidders may alternately collect hard copy of tender specification documents at free of cost from M&S Dept / PLG Section / BHEL / Ranipet on all working days (between 10.00 to 15.00 hrs).
3. BHEL reserves right to accept or reject any or all tenders without assigning any reasons whatsoever.
4. All corrigenda, addenda, amendments, clarifications etc. to tender specification will be hosted in the web pages (www.bhel.com > **Tender notifications** > **view corrigendum**)
5. BHEL reserves the right to reject any tender because of unsatisfactory performance of the bidder in any ongoing job or any similar job in the past.

Issuing officer
Mgr/M&S Contracts

SCOPE OF WORK

1. Scope of Work:

The scope of work is enclosed for Obtaining of RECs from NLDC and trading of the same at Power Exchanges (IEX/PXIL) of our 5MWp SPV Power Plant at BHEL/Ranipet for a period of one year.

- i) **Renewal of Registration with IEX&PXIL:** It is the sole responsibility of the contractor, to renew the registration of BHEL in the IEX&PXIL power exchanges. The registration fee along with GST shall be paid by BHEL to the contractor, as per the norms of respective power exchanges, on production of a valid invoice. It is the responsibility of the contractor to co-ordinate with IEX & PXIL and make payment to IEX & PXIL on BHEL Ranipet's behalf for renewal of registration. The current registration with IEX & PXIL is valid up to 30.06.2022 or depends upon from the date of registration. Hence, yearly renewal of this registration for further one year is required. These are in the scope of work, under this contract.
- ii) **Obtaining Energy Injection report from SLDC/TANGEDCO:** The contractor has to co-ordinate with SLDC/TANGEDCO to obtain Application for issuance of REC on monthly basis. BHEL Ranipet will assist in providing necessary authorization letters/ clarifications regarding generation details. BHEL Ranipet will also inform the contractor to co-ordinate with SLDC/ TANGEDCO for any other outstanding REC related issues with State Load Dispatch Center (SLDC) and the contractor shall oblige as per BHEL's request.
- iii) **Applying for issuance of RECs and obtaining RECs from NLDC:**

BHEL Ranipet will apply for issuance of RECs to Central agency – National Load Dispatch Center (NLDC). The contractor shall co-ordinate with NLDC and should obtain RECs for BHEL within 15 days from the date of submission of valid documents like Online Energy Injection Report & Application for issuance of REC. The NLDC's REC issuance fee charges as fixed by the NLDC shall be paid by BHEL to NLDC. Currently, the rate is Rs.2 per REC.

- a. The Member's REC issuance charges for issued RECs from NLDC, as quoted and accepted shall be paid against submission of valid invoice.
- b. However, during the period of contract, if required, BHEL shall inform the contractor to apply for issuance of RECs on BHEL's behalf through on line. Hard copy of the application along with necessary documents has to be submitted to Central agency (NLDC). Contractor has to oblige as per BHEL's request.
- iv) **Submission and Trading of accumulated RECs in IEX/PXIL:** Trading of RECs at Power Exchanges (IEX/PXIL) on behalf of BHEL Ranipet for a period of one year.
 - a. The contractor has to submit REC sell bids every month at power exchanges on BHEL's behalf and get them Redeemed as per IEX/PXIL norms for getting maximum benefits to BHEL. The number of RECs to be traded at IEX and PXIL will be specified by BHEL Ranipet one day before the trading date. The contractor has to put all-out efforts to redeem all the accumulated RECs before its expiry date.
 - b. Statutory trading commission charges for traded RECs to be paid to IEX & PXIL may be recovered from the monthly REC re-imbursement due to BHEL. IEX/PXIL norms for getting maximum benefits to BHEL. The trading margin as per agreed rates shall be paid to you against submission of valid invoice. You have to put all-out efforts to redeem all the accumulated RECs before its expiry date.

- c. Member's REC trading margin for traded RECs may be deducted from monthly REC reimbursement due to BHEL. Else, payment will be made by M/s BHEL to the contractor on production of valid invoice. Member's REC trading margin shall be claimed monthly.
- d. After the completion of trading at IEX & PXIL power exchanges, trade reports shall be sent to BHEL Ranipet by email immediately within one day from the completion of trading.

v) Payout to BHEL:

- a. After deduction of IEX/PXIL trading commission charges and Member's REC trading charges (if deducted), the contractor has to ensure that the **payout to BHEL is to be credited into BHEL Account (A/c No: 10664849171, IFSC Code: SBIN0007013, Bank Name: SBI, MR PURAM, BHEL Project, Branch code: 07013)** within the time frame specified by power exchanges (presently T+ 2 days, where T is trading date). The current REC sell charge is Rs.1000 to 2400 per REC.
- b. The contractor has to function as per the Business Rules of the Indian Energy Exchange/ Power Exchange of India Ltd revised from time to time. Any changes in the Business Rules of Power exchanges, then and there will be adoptable on mutual agreement between BHEL and the contractor.

vi) BHEL Ranipet is not responsible for variations in the estimated generation of 12,000 RECs and estimated trading of 27,000 RECs during one-year period. This quantity is only indicative and notwithstanding anything to the contrary, BHEL shall not be bound by the same. BHEL reserves the right to increase or decrease the actual quantity.

vii) BHEL's Scope:

- a. **Annual Renewal of Registration fees by IEX and PXIL** (at actual) along with GST will be paid by BHEL to the contractor on production of a valid invoice. At present Annual registration fee is Rs.20,000 or any variation of actual amount will increase in registration fees by IEX & PXIL if time to time amends in rule & regulations, same shall also be adopted.
- b. IEX & PXIL trading commission charges (at actual) along with GST tax shall be deducted by the contractor from the monthly Re-imbursement of REC sell charges. A valid invoice/ document regarding deduction shall be produced to BHEL. At Present, IEX & PXIL trading commission charge is Rs.20 per REC traded.
- c. If the above mentioned Annual Registration fees and trading commission change, the contractor shall follow the revised charges. In addition, if there is any other statutory fee payable by the contractor to NLDC/SLDC/IEX/PXIL or any other agency, the contractor shall pay on BHEL's behalf and the fee will be reimbursed on production of valid invoice.
- d. **Other Statutory Charges to NLDC/SLDC:** BHEL will make payment for the following statutory requirements to NLDC/SLDC:
 - 1) Annual accreditation charge to SLDC
 - 2) Annual registration charge to NLDC
 - 3) NLDC's REC issuance fee to NLDC

2. Mode of Payment:

- i) **For Members REC Issuance charges:** Payment shall be made within 15 days from the date of submission of valid invoice along with proof of REC issuance.
- ii) **For Members trading margin:** Payment shall be made within 15 days from the date of submission of valid invoice along with IEX/PXIL trading advise slip.

Payment through electronic fund transfer (EFT) / RTGS) only after deducting Bank charges.

It may be noted that BHEL will not pay an any advance payment.

DETAILS TO BE FILLED BY THE BIDDER

Details of the Member		Member to confirm	
(a)	Name and Address of the Registered Member		
(b)	Membership No. with IEX		Copy enclosed Yes / No
(c)	Membership No. with PXIL		Copy enclosed Yes / No
(d)	Total number of REC clients as on date in Tamil Nadu state		Copy enclosed Yes / No
(e)	Total Number of clients as on date Nationwide.		Copy enclosed Yes / No
(f)	PAN No		Copy enclosed Yes / No
(g)	GST Registration No		Copy enclosed Yes / No
(h)	Name and Address of the Authorized officials for Business contacts		
(i)	Mobile Phone Number		
(j)	Landline Phone Number		
(k)	e-mail id		
(l)	Web site address		

Tender Conditions

- 1) Tender must be submitted in e-procurement portal within due date. Late offers & incomplete offers shall become liable for rejection.
- 2) In case of opening day falls on holiday or anything to be declared as a holiday, the receipt and opening of the tender shall automatically fall on the same timing of the next working day.
- 3) All entries in the tender documents either in printed or written format. Errors and over writings are not permitted. The tenderers concerned shall duly sign all cancellations and insertions. Tenderer shall sign in all sheets of tender documents.
- 4) In case the tenderer finds discrepancies or omissions in any of the tender document or doubt as to their meaning, he should at once address the authority inviting the tender, for clarification before tender opening.
- 5) **The bid will be opened on Dt.10.06.2022 @16.30 .**
- 6) BHEL reserves the right to reject all the tenders without assigning any reasons
- 7) If a tenderer expires after the submission of the tender or after the acceptance of his tender, Bharat Heavy Electricals Limited, may at their discretion, cancel such tender. If a partner of a firm expires after the submission of the tender, or after the acceptance of the tender, Bharat Heavy Electricals Limited, may cancel such tender at their discretion, unless the firm retains its character.
- 8) Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- 9) Tender document will be issued only to the concerned party or their authorized representative and to be submitted by the same party. This tender schedule is not transferable under any circumstances.
- 10) The tenderer is requested to bear in mind the entire operations involved, and the conditions during currency of the contract, and request for rate revision of any kind will not be entertained.
- 11) The tenderer should go through the general conditions and other terms & conditions of the tender document thoroughly and the acknowledgement to be done by authorized person with signing at the bottom of the page.
- 12) If tenderer have to arises any question about the tender, they may please clarify it from M&S Department only in working days from 09.00 to 17.30 hrs with the under signed.
- 13) The **validity of the offer shall be 90 days** from the date of tender opening.
- 14) **Multiple Bids:**

The bidder in his own interest shall submit only one bid. If a bidder submits multiple bids, all the bids are liable for rejection. Bids shall be considered "Multiple" in the following circumstances:

- a) Two bids by the same party.
- b) If one bidder is the Affiliate of another bidder.

For the purpose of this clause "Affiliate" shall mean with respect to any Person, any other Person that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with, such Person, or is a director/ member / officer/ employee of such Person or of any Person who would otherwise qualify as an Affiliate of such Person pursuant to this definition; "Person" for the purposes of this definition shall mean any natural person, individual, corporation, limited partnership, co-operative, general partnership, joint stock company, joint venture, association, company, trust, bank, trust company, land trust, business trust, corporate body or other organization, whether or not a legal entity."

15) Fraud Prevention Policy:

The bidder along with its associate / collaborators / 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 fraud or suspected fraud as soon as it comes to their notice.

BHEL employees and their dependents are NOT eligible to submit their offer against this contract. Even if they submit out of ignorance the offer shall be disqualified

16) Suspension of Business Dealings:

The bidder along with its associate / collaborators / sub-vendors / consultants / service providers shall strictly adhere to "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" AA/MM/SB/01 Rev: 02, Dt.22.07.2016 displayed on BHEL website <http://www.bhel.com>. (http://www.bhel.com/vender_registration/pdf/Suspension_guidelines_adbridged.pdf)

17) Set off Clause: "BHEL shall have the right to recover any money which in the sole opinion of BHEL is due from the Contractor from any money due to the Contractor under this Contract or any other contract or from the Security Deposit furnished by the Contractor under this Contract or any other contract".

18) "Notwithstanding anything to the contrary, including, but not limited to, provisions relating to extension of time and compensation/or delay, time shall be the essence of the Contract."

19) Any other entry elsewhere (individual item rate, if any) in the Price bid by the bidder shall be treated as Null and Void.

Tenderer General Instructions

1. Any deviation in this tender, terms & conditions and schedules will lead to total rejection of the offer submitted. Belated/late offers and incomplete offers shall become liable for rejection.
2. Conditional tenders, tender containing absurd rates and amounts, tenders which are incomplete, otherwise considered defective, tenders not in accordance with the tender conditions are liable for rejection.
3. If tender is not submitted as per prescribed forms, it will be rejected.
4. While quoting the rates, the tenderer is advised to carefully take into account all factors including any fluctuations of whatsoever in the market conditions, working environment, housekeeping requirement, rates etc. No claim shall be entertained on this account after acceptance of the tender or during the currency of the contract.
5. M/s. Bharat Heavy Electricals Ltd, reserves the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason therefore.
6. If tenderer have any doubts relevant to submit the offer, they are advised to clarify before submitting the quotation.
7. Rate should be quoted as per the work/rate schedule. If not, it will be rejected.
8. The tenderer should be present if called for clarifications/negotiation. In case, the tenderer's authorized person is attending the call, such person should have the due authorization letter and he should be capable of taking spot decisions.
9. In the event of awarding of work, the performance of the tenderer of contract will be monitored for all categories of work and BHEL reserves the right to initiate suitable action including suspension / foreclosure / termination of the contract.
10. BHEL reserves the right to accept or reject the lowest or any other tender or accept or reject any part of such tender without assigning any reasons therefor.
11. **Discrepancy in "words" & "Figures":**
 - a) If, in the price structure quoted for the required goods/services/works, 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 purchaser 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.
 - b) 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; and
 - c) 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 prevailing subject of (a) and (b) above.
 - d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

Contract General Conditions

1. Arbitration: -

All disputes between the parties to the Contract, arising out of or relation to the Contract shall after written notice by either party to the Contract to the other party be referred. And that disputes will be resolved by an arbitrator nominated by the Unit Head of BHEL Ranipet.

- ii) The venue of Arbitration shall be Ranipet, Tamil Nadu. The arbitrator may hold meetings for convenience in such a place or places discretion.
- iii) The award of the Arbitrator shall be final, conclusive and binding on both parties to the Contract.
- iv) The Contractor shall, notwithstanding any disagreement, dispute, protest, request for arbitration, court or other proceedings, continue to perform the Services in accordance with the determinations, instructions and clarifications of BHEL.
- a) Subject to the above, the appropriate court in Ranipet shall have the exclusive jurisdiction over any disputing arising out of or in connection with this Contract.

Time is the essence of contract and hence any delay in Execution of contract will attract penal action by BHEL by deduction of such amounts as may be fixed by BHEL as compensation for the delay of work. This is without prejudice to general conditions of contract mentioned elsewhere regarding deduction for taking alternative action / cancellation of contract.

- 2. The quantities mentioned in the tender are only tentative and approximate with variation upto 10%. No compensation will be paid in case of deviations in the mentioned quantities.

3. Risk Purchase Clause:

- i. In case of any neglect or refusal on the part of the Contractor to:

- * Commence the Contract, or
- * If in the opinion of BHEL, the Contract performed by the Contractor are not satisfactory, or
- * If the Contractor fails to carry out the Contract or as per instructions of the BHEL or officer authorized by it,

BHEL shall have the right to have the Work done by any means, including by engaging a new contractor, at the Contractor's sole risk and expenses.

The above shall be without prejudice to any other remedy that may be available to BHEL whether as per law, contract, equity or otherwise. iii) In the event, the cost of the work so done (as certified by BHEL which is final and conclusive) is less than the Contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the Contract, the Contractor shall either pay the excess amount ordered by BHEL or the same shall be recovered from the Contractor by other means

4. GST:

Registration & GST Rate

1. Bidder should indicate GSTIN No. (Copy of GST registration to be enclosed) and PAN No. (copy of PAN to be enclosed).
2. Tender will be considered/ accepted, if & only if the vendor has a valid GST Registration No.
3. Central Tax/ State Tax/ Integrated Tax/ Union Territory tax to be quoted as extra in %.
4. Bidders to ensure correct applicability of Central Tax/ State Tax/ Integrated Tax/ Union Territory tax based on the Inter / Intra state movement Supply of goods and provision services or both.

Invoicing & Payment

5. The Tax Invoice for supply of Goods & Services should be raised as per the provision of GST Act & Rules and must compulsorily mention the following: -
 - a. BHEL-RANIPET GSTIN: 33AAACB4146P2ZL
 - b. HSN Code or Service Accounting Code for supply of goods or services.
 - c. Name & address of supplier
 - d. GSTIN of Supplier
 - e. Consecutive Serial Number & date of issue
 - f. Description of goods or services
 - g. Total value of supply
 - h. Taxable value of supply
 - i. Tax Rate – Central Tax & State Tax or Integrated Tax, Cess
 - j. Amount of Tax charged
 - k. Place of supply
 - l. Address of delivery if different from place of supply
 - m. Signature of authorized signatory
6. Reimbursement of GST to the vendor is contingent upon complying with the following condition by the service provider: -
 - i. Uploading the onward GST Return (**GSTR-1**) in GSTN Network portal within the statutory time period.
 - ii. Discharging the GST tax liability to the Government.
 - iii. Submission of Tax Invoice to BHEL.
 - iv. Submission of proof of payment of GST to BHEL.
 - v. Availment of Input Tax Credit by BHEL.

Input Tax Credit

7. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest & penalty levied/ leviable.
8. In case vendor delays declaring such invoice in his 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 vendor/contractor along with interest & penalty levied/ leviable on BHEL.
9. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any incomplete work/service, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal).
10. For any such delay in availing of tax credit for reasons attributable to vendor (as mentioned above), interest as per the GST Act & Rules, along with penalty, if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.

Penalty for Non-compliance of GST Act

11. Penalty amount so determined along with GST if applicable thereon shall be recovered from the contractor.

Other Provision

12. Any reduction in rate of Tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices.
13. The agency should quote the applicable taxes and duties in the technical bid (part-A) as well as in price bid (Part-B).
14. All the terms & conditions of the contract with respect to Taxes & Duties are subject to the new taxation laws introduced from time to time (e.g., GST). The terms & conditions will be modified in accordance with the provisions of new laws (e.g., GST).
15. The Prices quoted above must be inclusive of all taxes and duties and exclusive of GST, which will be payable extra as per applicable rules and subject to Submission of documentary evidence.
16. If the Contractor is not registered for any statutory obligation and not liable there to, then a declaration shall be submitted along with offer that they are within the threshold limit.

The following details to be furnished by the bidder:

S. No.	Details	To be filled by the bidder
1	GSTIN No. (Copy to be enclosed)	
2	PAN No (Copy to be enclosed)	
3	HSN Code & SAC Code (Copy to be enclosed)	

Safety Rules

1. The Contractor must inspect the area of work to decide the safety precautions necessary for executing this contract.
2. Whenever people work at height more than six feet, platform shall be provided or the workers shall wear safety belt to avoid fall from the height.
3. Wherever any area declared as dangerous, the workers shall not be allowed to work till a written clearance is obtained from appropriate authorities.
4. No material of any kind shall be dropped or allowed to be dropped from any height.
5. Defective ladders shall not be used at all.
6. Inflammable materials shall not be stored near places where the sparks are likely to occur.
7. The necessary safety equipment is such as gloves, boots, helmets etc., must be issued to the

workmen and strictly to be used while carrying out the work.

8. If the contractor workers found violating the safety precautions, punitive action will be taken by withholding a sum of Rs.500/- to Rs.1000/- from the contractor's bill for each violation.
9. The working area shall be kept clean and free from all obstructions.
10. All temporary electrical connections shall be properly earthed, insulated and periodically checked.
11. The contractor should arrange WORKMEN COMPENSATION/ INSURANCE POLICY covered for all his/her workmen at our workplace. A copy of the policy has to be submitted before commencement of work.
12. All safety precautions are to be taken by the contractor at his cost.
13. These safety measures shall be deemed to form an integral part of the Work Order.

Note:

1. All statutory fee like registration fee, REC transaction charges by IEX/PXIL, REC issuance charges by NLDC and any other charges as levied by IEX/PXIL/NLDC/SLDC are not to be included in the above and will be paid by BHEL at actuals.

PRICE BID

Name of Work : Obtaining of RECs from NLDC and Trading of the same at power exchanges (IEX/PXIL) of 5MWp SPV Power Plant, BHEL, Ranipet.									
Tender No: 9721MS22004, DT: 31.05.2022									
Name of the Bidder/ Bidding Firm / Company :									
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)									
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	RATE FOR ENTIRE SCOPE OF WORK FOR ONE YEAR (EXCLUDING GST) "ONLY" TO BE QUOTED BY THE BIDDER in Rs. P	GST (IGST , SGST+CGST) IN %	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT With Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	12	13	16	53	54	55
1	Members REC Issuance charges.	12000	REC	INR	TO BE QUOTED IN EPROCUREMENT PORTAL	TO BE QUOTED IN EPROCUREMENT PORTAL	0.00	0.00	INR Zero Only
2	Members REC Trading margin	27000	REC	INR	TO BE QUOTED IN EPROCUREMENT PORTAL	TO BE QUOTED IN EPROCUREMENT PORTAL	0.00	0.00	INR Zero Only
Total in Figures							0.00	0.00	INR Zero Only
Quoted Rate in Words	INR Zero Only								