Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

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BHEL

Ref. Enquiry No.: PE/PG/BTP/E-6270/2019, Dated 20.07.2019

DUE DATE
03-August-2019
BY 02:00 PM (IST)

SINGLE TENDER ENQUIRY

Subject: Single Tender Enquiry of Generator Circuit Breaker - Mandatory Spares for 2 X 250 MW BHAVNAGAR TPP as per NIT terms and conditions & BOQ cum Price Schedule.

BHEL invites offer from M/s GRID SOLUTIONS SAS for Generator Circuit Breaker - Mandatory Spares of 2 X 250 MW BHAVNAGAR TPP as per technical details mentioned in the enclosed BOQ cum Price Schedule, NIT terms and conditions & tender documents.

Your offer is invited in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC, Rev. 06 in duplicate, in sealed covers for Generator Circuit Breaker - Mandatory Spares as per BOQ cum price schedule.

ITEM DESCRIPTION – Generator Circuit Breaker - Mandatory Spares, as per technical details mentioned in the enclosed BOQ cum Price Schedule		
Sl. No.	PROJECT	TECHNICAL SPECIFICATION NO.
1	**2 X 250 MW BHAVNAGAR TPP**	As per technical details mentioned in the enclosed BOQ cum Price Schedule & NIT Terms & conditions.

ENQUIRY TERMS AND CONDITIONS

Please refer GCC, Rev.06 which is available on https://www.bhelpem.com/gcc.aspx. GST related corrigendum to GCC, Rev.06 is also available on above mentioned link and same is to be considered along with GCC, Rev.06. Bidders are requested to go through the same while submitting the offer.

1. Offers should be submitted separately in two parts as follows:
   Part-I: **TECHNO-COMMERCIAL BID** Part-II: **PRICE BID**
   For detailed instructions, please see clause no. 2 of "Instructions to Bidders of GCC Rev. 06".

Offer to be dispatched at following address: -
**TENDER BOX (BEHIND RECEPTION), 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**

2. Bidders shall submit their offers meeting all the Terms and Conditions mentioned in this Enquiry Letter:
   - **ANNEXURE-I of GCC Rev 06:** To be furnished by the Bidders.
   - **ANNEXURE-II of GCC Rev 06:** DEVITION SHEET (COST OF WITHDRAWL) - To be furnished by the Bidders.
3. The order of precedence shall be NIT/RFQ, Special Conditions of Contract (SCC) of Project, and General Conditions of Contract (GCC, Rev.06) in conjunction with GST related corrigendum.
4. **ANNEXURE-II of GCC Rev. 06:** Bidders to note that Deviation sheet (Cost of Withdrawal, as per Annexure-II of GCC 06) is to be necessarily submitted along with offer. In case, no deviation is taken, bidder to quote

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"NIL" in the Deviation Sheet (Cost of Withdrawal) and submit the same duly signed and stamped along with offer. For multiple deviations, all deviations are to be mentioned in "Deviation Sheet" and "cost of withdrawal" should be mentioned separately against each deviation.
Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev 06

5. Standard pre-printed terms & conditions of the tenderers (other than BHEL format) shall not be considered valid.
6. Unsolicited fresh/revised price bids shall not be entertained.
7. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
8. All correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address: -

Santosh Kumar Verma, Dy. Manager, PG-II 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: santoshkverma@bhel.in Ph. No. +91-120-4368536, +919953099047	Anil Kumar Pal, Sr. MANAGER, PG-II 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: anilkumarpal@bhel.in Ph. No. +91-120-4368597, +919999484576

9. Requirement of these Mandatory Spares are for Main equipment (Generator Circuit Breaker) supplied by M/s Grid Solutions SAS vide BHEL PO ref. No. PW/PE/PG/BTP/P-1835/10 dtd. 31/03/2011 and technical specification number PE-TS-356-510-E001. The specification of mandatory spares (as per this tender enquiry) shall be in line with the approved document of above said PO for 2x250 MW Bhavnagar TPS. ~~Other terms and~~ conditions shall be in line with above mentioned PO.
10. Mandatory spares shall be 1:1 interchangeable with corresponding spares supplied by M/s Grid Solutions SAS against PO No. PW/PE/PG/BTP/P-1835/10 dtd. 31/03/2011 for Bhavnagar Project.
11. **Delivery Schedule:** Within 02 months from the date of Purchase Order.
12. Guarantee/Warrantee Terms: The warranty period shall be 18 months from its dispatch or 12 months from the date of its commissioning, whichever is earlier. This Guarantee/Warrantee terms shall prevail the Guarantee/Warrantee terms as per PO no. PW/PE/PG/BTP/P-1835/10 dtd. 31/03/2011.
13. CIF is not applicable for this package.
14. PVC is not applicable for subject package.
15. Bidder to quote price on C&F (cost & freight) Mumbai Port.
16. Insurance (Ocean and Inland) shall be in BHEL's scope.
17. Over head charges shall be 5% in place of 30% in clause no 26.2 of GCC rev. 06.
18. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.
19. 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.

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20. Bidder to note that this is a Conditional Tender enquiry and the price bid (Part-II) opening/RA participation shall be subject to following condition:
    i) Techno-commercial recommendation by BHEL.
21. 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.
22. In case of joint bidding, Bidders shall be required to furnish scope matrix which should be clearly defined between them along with the offer for the Main Supply and Erection & Commissioning.
23. Bidders to note Model Conciliation Clause under BHEL Conciliation Scheme, 2018 as available at bhelpem website at Tender section - Important Instructions for Bidders.
24. For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 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:
    i. 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."
    ii. 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.

25. All other terms & conditions shall be as per Notice Inviting Tender (NIT) conditions, SCC of project (Except clause no. 17 of SCC which is not applicable), GCC Rev-06 along with GST related corrigenda to GCC-R06.

26. Please note that detailed offer is to be submitted including the following along with the Price schedules as per BHEL format enclosed with NIT:

- Acceptance of GCC, Rev.06 along with its GST related corrigendum.
- Acceptance of Special Conditions of Contract of project.
- Technical Deviations and commercial deviations (if any) as per Annexure-II of GCC, Rev.06.
- Along with your offers, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of all terms & instructions conveyed.
- Un-Priced price schedules (format) duly filled in 'Quoted" or 'Q' in each column/row.

Note: Tenderer must submit UN-PRICED Price schedule duly filled mentioning the word "QUOTED" in place of actual price.

Thanking You.
Yours faithfully,
For and on behalf of BHEL

20/7/19

Santosh Kumar Verma

Project Engineering Management

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

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(Dy. Manager/PG-II/BHEL-PEM)

Enclosures:

1. BOQ-CUM- Price Schedule of Mandatory Spares of GCB as per Annexure-1 (Price should be quoted strictly in this format only).
2. GST related corrigendum to GCC, Rev.06
3. SCC
4. Annexure I, II & III of GCC Rev 06
6. PBG Format

Sam 20/7/19

Santosh Kumar Verma
Dy. Manager/PG-II, BHEL/PS-Project Engineering Management,
Power Project Engineering Institute,
Plot no. 25, Sector - 16A, Noida (UP) 201301, INDIA
Phone +91-120-4368536

Regd. Office
BHEL House Siri Fort
New Delhi-110049

PROJECT: 2 X 250 MW BHAVNAGAR TPP
TENDER ENQUIRY NO.: PE/PG/BTP/E-6270/2019, Dated 20.07.2019
BOQ CUM PRICE SCHEDULE OF MANDATORY SPARES OF GENERATOR CIRCUIT BREAKER

ANNEXURE-1

Sl. No.	Item code	Item Description	Unit	Quantity	Unit C&F Mumbai Port Price (Currency)	Total C&F Mumbai Port Price (Currency)	Remarks
A	510-11000-B	GENERATOR CIRCUIT BREAKER - MANDATORY SPARES	SET	1			1 SET CONSISTS OF ITEMS MENTIONED FROM SL. No. 1 TO SL.No. 15 BELOW.
1		Closing coil	No.	2			
2		Tripping coil	Nos.	3			
3		Gas monitoring device	No.	1			
4		ONE COMPLETE INTERRUPTING CHAMBER WITH SURGE CAPACITOR OF ONE POLE & ONE COMPLETE OPERATING MECHANISM	No.	1			OPERATING MECHANISM TO BE PROVIDED FOR COMPLETE BREAKER,
5		MCB of each rating	Nos.	5			
6		SF6 gas cylinder with all fittings, accessories and filled with sufficient quantity of SF6 gas	No.	1			
7		SF6 gas filling and evacuating unit for filling and evacuating the gas at site	No.	1			
8		Motors of each type & rating	No.	1			
9		Local/Remote changeover switch	No.	1			
10		Terminal Blocks of each type	No.	1			
11		Relays of each type and rating	No.	1			
12		Contactors of each type and rating	Nos.	2			
13		Aux. contact assembly	Nos.	2			
14		Limit switches of each type	Nos.	2			
15		Gaskets of each type	No.	1			

NOTE-1 : ABOVE MANDATORY SPARES ARE REQUIRED FOR GENERATOR CIRCUIT BREAKER SUPPLIED BY VENDOR M/S GRID SAS (EARLIER M/S ALSTOM GRID SAS) FOR 2 X 250MW BHAVNAGAR TPP PROJECT AS PER BHEL PURCHASE ORDER NUMBER PW/PE/PG/BTP/P-1835/10 DTD. 31-MARCH-2011 AND TECHNIACL SPECIFICATION NUMBER PE-TS-356-510-E001.

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PEM / PG-II, BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT
2X250MW CFBC LIGNITE BASED BHAVNAGAR TPP

These Conditions shall be read and construed along with General Condition of Contract enclosed along with the tender enquiry. In case of any conflict or inconsistency the condition given in SCC shall prevail over the GCC.

1.0	Project Name	2X250 MW CFBC LIGNITE BASED BHAVNAGAR TPP.
	For Imported Items	
2.0	Consignee Address	BHEL 2X250 MW CFBC LIGNITE BASED BHAVNAGAR TPP , NEAR VILLAGE PADVA, TALUKA GHOGHA, DISTT.- BHAVNAGAR, GUJARAT STATE.
	For Other items	
3.0	Consignee / Delivery Address	BHEL 2X250 MW CFBC LIGNITE BASED BHAVNAGAR TPP , NEAR VILLAGE PADVA, TALUKA GHOGHA, DISTT.- BHAVNAGAR, GUJARAT STATE.
4.0	Mode of Dispatch	By Road/ Rail and freight Pre-Paid Basis.
5.0	Road Permit Required	Yes, (VAT form 403 applicable).
6.0	Prior Dispatch intimation to BHEL Site Office and Underwriters	Yes, one set consisting of LR / RR copy, Packing List/ Challan indicating the items dispatched (with their weights) and letter informing the underwriters about the value of consignment and dispatch details to be sent to: a. BHEL Site office. b. Insurance co.

7.0	Transit Insurance	Shall be intimated later.
	Policy No.	Shall be intimated later.
	Underwriters	Shall be intimated later.
8.0	Sales Tax No.	CST: 24560303738 TIN: 24060303738 PAN: AADCB2095G TAN: AHMB03994E
9.0	Unloading at site	By BHEL site office for supply packages By vendor for Turnkey i.e. supply and Erection & Commissioning packages
10.0	Storage at site	By BHEL site office for supply packages By vendor for Turnkey i.e. supply and Erection & Commissioning packages
11.0	Movement of Material within Site	By BHEL site office for supply packages By vendor for Turnkey i.e. supply and Erection & Commissioning packages
12.0	DOCUMENT REQUIRED FOR VENDOR PAYMENT.	For payment by PEM, the supplier shall provide the following Documents to PG :-

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3 SETS - (1 Set consisting of following documents):-

1. Invoice – Original + 2 copies
2. LR – Original + 2 copies / receipted LR as applicable
3. Packing list - clearly showing number of packages, gross weight net wet
4. BHEL MDCC – where inspection only by BHEL.
5. Customer MDCC- where customer involved in inspection.
6. Guarantee certificates
7. Insurance intimation
8. CQIR Report
9. PVC Calculation and copy of all applicable indices , if PVC applicable.
10. Proof of approval of drawing and document from engineering department to establish contractual delivery date for the purpose of LD.
11. Proof of submission of final documents including as built drawings, O&M Manual as applicable.

DOCUMENTS FOR CLAIMING MRC & FREIGHT PAYMENT

a. Invoice in duplicate
b. Copy of MRC
c. Original money receipt from transporter for freight payments (if required).

13.0 Material Receipt Certificate (MRC).	Responsibility to obtain MRC from Site for Turnkey i.e. supply and E&C packages shall be of the Supplier/ Contractor. Only for Supply Packages BHEL/PEM will arrange MRC from BHEL Site, however supplier/ contractor shall provide support for verification of material at site if required.

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14.0 Dispatch markings

Each box/ drum shall be marked with Capital Letters in Red indicating the **Main Supply or Commissioning spare package for 2X250MW Bhavnagar TPP.**

Each package/ drum delivered under the Contract shall be marked by vendor and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Vendor, PEM P.O. reference No. with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.

IMPORTANT:- One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference by BHEL site.

Each and every box (package) shall be marked with following:-

1) Name and address of the consignee:
2) Project reference:
3) Customer Contract No.:
4) Vendor Name :
5) PEM P.O. reference No.
6) Packing No.: (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
7) Ultimate Destination: Bhavnagar
8) Packing Mark: (symbols indicating "TOP" and other special marking)
9) Type of Equipment: "E" (for equipment supply)
   "T" (for Tools & Tackles)
   "S" (for Mandatory Spares)

NOTE:- The Copy of complete Packing list for the consignment must be put inside the Box/ Boxes.

20 copies of supplier's Erection / Instruction manuals to be given to the Customer/ BHEL site.

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15.0	Commissioning spares	The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box.
16.0	Mandatory Spares (if applicable)	The Mandatory spares shall be properly packed separately in separate box indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e item number of the equipment in line with the ultimate customer contract & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s BECL. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.
17.0	CIF Content	Packages for which CIF value considered are: Plate Heat Exchangers, COLTCS, Simplex Strainer, APRDS, VIS for TG and GCB.

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18.0 Taxes & Duties

All Bidders to note that this is a ICB Project (Non Mega) and as per Extent of Foreign Trade Policy of govt. of India, the material if required for the manufacture of final goods when imported in to India are exempted from the Custom duty only, accordingly Customer M/s BECL will issue PAC for imported contents for the Project and subsequently BHEL/PEM will issue PAC based on the customer approved/ signed PAC for the applicable items to PEM to enable supplier to avail the benefit from Govt. List of imported contents, quantity, CIF value (in Rupee) and Foreign currency along with the origin of country supplying raw material etc, shall be indicated in price bid. This list will be later on as reference list for getting the PAC from BECL Customer for this Project. Please note that no request later at Contract execution stage shall be entertained by BHEL PEM for additional Item/ additional CIF other than the Original Bid.

BHEL shall not compensate for any foreign exchange variation on account of imports. BECL / BHEL shall issue PAC (Certified List of Goods) to enable bidders to avail exemption from Custom duty.

In case of vendor's inability to obtain zero duty license / reimbursement of CD paid, BHEL will not reimburse the same to the bidder.

Therefore, it is the sole responsibility of the bidder to obtain custom duty benefit in line with the PAC issued by PEM.

IT IS FURTHER CLARIFIED THAT EXCISE DUTY DRAWBACK IS NOT APPLICABLE FOR THIS PROJECT. THE SUPPLIER TO QUOTE APPLICABLE EXCISE DUTY & CORROSPONDING CST/ VAT IN THE PRICE BID AND THE SAME WILL BE CONSIDERED FOR EVALUATION.

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19.0	Inspection Agency	BHEL/ BECL. Vendor shall give inspection call in line with approved QP to Regional BHEL-CQS with a copy of inspection call to BHEL-PEM (MM) for arranging Customer participation (Wherever applicable) with advance notice of 15 – 20 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by BHEL-PEM (MM) based on the BHEL-CQS report OR Joint inspection report of BHEL CQS & Customer (Wherever applicable). The MDCC in original shall be attached by bidders for their payment from BHEL.
20.0	Final Drawings / Documents Submission	Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise will be intimated during kickoff meeting.

		PREPARED BY	REVIEWED BY
Name	**:**	**Naina Singh**	**Perminder Singh**
Designation	**:**	**Sr. Engr.**	**AGM/PG-II**
Signature	**:**	N Singh	
Date	**:**	04/10/10	4/10/10

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited [1] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at ______________________ through its Unit at......................(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at________[2] hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No......................dated ....[3] valued at Rs...........[4] (Rupees ——————)/FC.................(in words..........) for ....[5] (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to ......% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ..., (hereinafter referred to as the Bank), having registered/Head office at .... and inter alia a branch at .... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ———————— (Rupees ——————) without any demur, immediately on a demand from the Employer, .
Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ______________ ________________________.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the ....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .... BANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.................................. [6] and shall be extended from time to time for such period as may be desired by Employer.
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .... [7]we shall be discharged from all liabilities under this guarantee thereafter.

We, ... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.............................. [8]
b) This Guarantee shall be valid up to .... [9]
c) Unless the Bank is served a written claim or demand on or before ______________ [10] all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, ____________ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated..................

Place of Issue..................

[1] NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

[2] NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

[3] DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

[4] PROJECT/SUPPLY DETAILS

[5] BG AMOUNT IN FIGURES AND WORDS

[6] VALIDITY DATE

[7] DATE OF EXPIRY OF CLAIM PERIOD

[8] BG AMOUNT IN FIGURES AND WORDS.

[9] VALIDITY DATE

[10] DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
2. **In Case of Bank Guarantees submitted by Foreign Vendors-**

a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

ANNEXURE – I

(To be filled up by the Bidder)

Ref. No. :
Date :

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PPEI Building, HRD & ESI Complex,
Plot No. 25, Sector – 16A,
NOIDA – 201 301 (U.P.)

Attention : Shri

Dear Sir,

1 Having examined the tender documents against your tender Enquiry No. ________________________ dated _________ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with ____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.

2. If the work or any part thereof is awarded to us, we undertake to submit security-cum-contract performance bank guarantee as per your requirement.

3. We have annexed to this tender the following documents:-

Part-I (Techno Commercial Bid) - in a properly sealed cover.

i) Complete Techno-Commercial Offer (in five sets).
ii) Unpriced copy of deviation sheet (cost of withdrawal) – annexure -II
iii) Unpriced copy of Price Schedule using format given by BHEL.
iv) Any other documents (please specify).

Part-II (Price Bid along with Priced Annexure-II) - in a separate, properly sealed cover, in the format given by BHEL.

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWL)

PROJECT:-

PACKAGE:-

TENDER ENQUIRY REFERENCE:-

NAME OF VENDOR:-

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	**DESIGNATIONS**	**SIGN & DATE**	

NOTES:

1. For self manufactured items of bidder, cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. For directly dispatchable items, cost of withdrawl of deviation will be applicable on the basic price including taxes, duties & freight.
3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
6. Bidder shall furnish price copy of above format along with price bid.
7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.
10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
12. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.
13. In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.
14. In case of descrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

ANNEXURE – III

DECLARATION

It is hereby declared that the original/ revised* price bids for ______________ ____________________________ (Name of Package) for __________________ project is complete in all respects and contains prices for complete scope of supply, including tests etc., as per BHEL's requirement. If in the original/ revised* price bids where itemised price is not available for any part of scope of supply, including tests etc. for completion of the package, the same should be treated to have been included in our original/ revised* price bid.

It is also agreed that no further chance for seeking clarification/ confirmation to any missing point will be necessary.

Absence of itemised prices against some items does not mean that they are not included. Even though itemised prices are given for major items, those items which are not specially shown, are also included to meet the entire system as per BHEL requirements.

Signature of authorised Representative
Name and Designation :
Name & Address of the Bidder
Date

Forwarded to:
M/s Bharat Heavy Electricals Limited
Project Engineering Management
PPEI Building, HRD & ESI Complex
Plot No. 25, Sector – 16 A
NOIDA – 201 301 (U.P)

* (Please delete whichever is not applicable)

GST related Corrigendum to GCC Rev 06

Clause Ref:	Existing Clause as:	Replaced/ New Clause as:
Clause No.4 of GCTC (General commercial terms and conditions)	**TAXES AND DUTIES** **4.1 EXCISE DUTY** 4.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered. 4.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price. 4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately 4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract. 4.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser. 4.1.6 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract. **4.2 SALES TAX / VALUE ADDED TAX (VAT)** 4.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total	**TAXES AND DUTIES** **4.1 CGST/SGST/UTGST/IGST** 4.1.1 Seller/ Contractor 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. 4.1.2 It is the responsibility of the seller/contractor 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). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Uttar Pradesh vide following GST registration number: **09AAACB4146P2ZC** 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

	amount along with concessional form(s), if any. 4.2.2 Purchaser is registered in NOIDA, U.P. vide following Registration Numbers: Central Sales Tax Registration No. : ND – 5341151 w.e.f. 01-07-2006 UP Trade Tax Registration No. : ND – 0345307 w.e.f. 01-07-2006 UP TIN No. : 09765702874 4.2.3 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser. 4.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details. 4.2.5 VAT invoices, in format prescribed by the respective State Sales Tax Act, have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract. **4.3 SERVICE TAX** 4.3.1 Service Tax paid by the Service Provider /contractor to the Government authorities directly shall only be reimbursed at actuals against documentary evidence, but restricted to the rate and amount mentioned in the order/contract. The offer should clearly indicate the percentage and the total amount of service tax. 4.3.2 Service provider/Contractor to ensure their registration for “Intended Service” to be provided, before claiming Service tax under the “intended category”. Decision of BHEL shall be final w.r.t. the “Intended category” in which the service will be falling. 4.3.3 If required by the Purchaser, the Service Provider/Contractor will provide a certificate stating that “CENVAT Benefit has been availed of on the input and the	**4.2 OTHER TAXES & LEVIES** 4.2.1 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 bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. **4.3 CUSTOMS DUTY**

	same has been passed on to the purchaser" or "CENVAT Benefit has not been availed of on the inputs". **4.4 OTHER TAXES & LEVIES** All taxes and duties other than Excise Duty, Sales Tax/ VAT, Service Tax shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. However, statutory variation in Octroi will be payable extra against documentary evidence. **4.5 CUSTOMS DUTY** 4.5.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, country of origin etc., shall be submitted by the bidder as part of Price bid. **4.6 DIRECT TAX** 4.6.1 Purchaser 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 Seller/ Contractor and his personnel.	4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid. **4.4 DIRECT TAXES** 4.4.1 Purchaser 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 Seller/ Contractor and his personnel. 4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions

	4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.	
	5.0 STATUTORY VARIATION 5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser. 5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser. 5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule. 5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.	**5.0 STATUTORY VARIATION** 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.4 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.

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Clause 8	**8.0 TRANSPORTATION & FREIGHT CHARGES** 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road permit/ entry permit, if required as per law of the State, shall be arranged by Purchaser. 8.3 Freight charges (including Service Tax) shall be payable after delivery of the goods at the project site, on receipt of MRC or receipted LR on pro-rata basis.	8.**0 TRANSPORTATION & FREIGHT CHARGES** 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.
	9.0 TERMS OF PAYMENT **9.1 SUPPLY PACKAGES** 9.1.1 Ninety percent (90%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.1.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages as detailed below, duly certified by Engg. Deptt. of purchaser, and submission of Form E1/ E2 against Form-C, if applicable. List of packages with required final documents is as per Annexure-X. **9.2 SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE / DEMONSTRATION** **TEST AT SITE IN VENDOR'S SCOPE** 9.2.1 Eighty Five percent (85%) of basic price of materials supplied, as per PO / approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.2.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. 9.2.3 Five percent (5%) of the total basic price of materials and PG/ Demonstration test charges shall be released after submission of all final documents as per Technical	**9.0 TERMS OF PAYMENT** **9.1 SUPPLY PACKAGES** Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser. List of packages with required final documents is as per Annexure-X. **9.2 Supply packages with performance guarantee/demonstration test at site in vendor's scope** Payment of basic price of materials supplied, as per PO/ as per approved billing schedule, along with freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rate basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 10% will be released after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser.

	Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). **9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)** 9.3.1 Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. OR i) Five percent (5%) lump sum payment of total basic price (excluding taxes, duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications. ii) Eighty percent (80%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.3.2 Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. 9.3.3 Ten percent (10%) of the total basic price shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of	b) 5% will be released after submission of final documents as per technical specification and successful completion of the performance guarantee (PG)/ Demonstration test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then 5% security deposit will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). **9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)** 9.3.1 Payment of basic price of materials supplied, as per approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 5% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser. Collection of Material Receipt Certificate from site/owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. b) 10% will be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract

	Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract. **9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES** 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. **9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES** 100% payment shall be released after successful completion of the activity, on Site certification. **9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).** To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year. . **<u>Note:</u>** 1) For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account. 2) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for	**9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES** 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. **9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES** 100% payment shall be released after successful completion of the activity, on Site certification. **9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).** **<u>Note:</u>** 1) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. 2) For indigenous suppliers, if the documents are routed through Bank,

	evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 3) LC opening/ negotiation/ confirmation charges will be to vendor's account. 4) Form C/ E1/E2 are not applicable for foreign bidders. 5) In extreme case of vendors not agreeing to link 10% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-VIII. 6) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment. **7)** Payment terms for mandatory spares shall be as per clause 9.1.	then all bank charges will be to vendor's account. 3) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 4) LC opening/ negotiation/ confirmation charges will be to vendor's account. **5)** Payment terms for mandatory spares shall be as per clause 9.1. 9.7 The applicable TDS under CGST/SGST/UGST/IGST/ Goods and Services (Compensation to States) Act will be deducted from the payments. **9.8 Other clauses** 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR(as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. 2. All payments against Tax Invoice to vendors/contractors shall be released only after:

		a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or 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 vendor/contractor along with interest levied/leviable on BHEL. 4. 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 vendor/contractor.
Clause 9	**9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR** **9.7.1 For Recognition of Dispatch** Copy of the following documents by e-mail/ fax immediately on despatch: a. Invoice b. LR along with Delivery Order c. Packing List d. Insurance Intimation e. Dispatch Clearance 9.7.2 For Claiming Payments (under clause 9.1.1, 9.2.1, 9.3.1): a. Invoice – original+1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy	9.7 All same a. to be replaced with "GST compliant invoice" in 9.7.1, 9.7.2, 9.7.3 Modification in the clause **Duty drawback documents** "As per applicable law" (original+1 copy.)

	c. Delivery order- 2 copies d. Packing List - clearly showing number of packages, gross weight and net weight. - original+1 copy e. MDCC from BHEL/ Customer – as per SCC – 2 copies f. Guarantee Certificate – Original + 1 copy g. Insurance Intimation - 2 copies CQIR / Inspection Reports – Original+1 copy i. PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies j. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1copy 9.7.3 For Claiming Freight Payment a. Invoice – Original + 1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy c. Transporter's document indicating the freight amount. Original money receipt to be submitted if required as per SCC. 9.7.4 For Claiming MRC Payment a. Invoice – Original + 1 copy b. Copy of MRC 9.7.5 For Claiming Payment for Services involving Service Tax a. Invoice as per rule 4A of Service Tax Act – Original + 1 copy b. Copy of Service Tax registration certificate c. Copy of challan for Service Tax payment	
Clause 3.0 Instruction to bidders	Total **erection & commissioning charges** including service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.	Total **erection & commissioning charges** including applicable tax but excluding freight along with GST should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.

GST related Corrigendum to GCC Rev 06

Clause 16.0 Instruction to bidder	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII will apply.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII will apply.
Clause 16.0 of GCTC	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ eway bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/eway bill date is beyond three months from the date of LR/e-way bill, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)

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<table>
<tr><td>Deviation sheet- Cost of Withdrawal</td><td>Point no-9
For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.</td><td>For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.</td></tr>
<tr><td>Annexure-VI</td><td></td><td>Deleted</td></tr>
<tr><td>Annexure-VIII</td><td></td><td>Following changes in annexure-8, (remaining portion of annex-8 is same):
C) LIQUIDATED DAMAGES
If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including GST & freight.
If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) .
<s>E) DEVIATION TO SUBMISSION OF FORM-E1/ E2 BEFORE CLAIMING 10% PAYMENT</s>
<s>10% of Ex-Works supply value.</s></td></tr>
<tr><td colspan="3">New clauses:</td></tr>
<tr><td colspan="3">a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price)
b) The bidder should have been registered with the appropriate authority under relevant GST laws.
c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer
d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax.
e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.</td></tr>
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