

TENDER SPECIFICATION
BHEL: PSSR: YTPS: SCT: 2020: VEHICLE HIRING: 002

**“Hiring of Vehicles for transportation from Miryalguda to 5x800 MW Yadadri
TPS Project Site and Vice Versa for BHEL Employees”**

Type-A: Hyundai Creta, Maruti Brezza, Mahindra XUV300 and Equivalent – 03 Nos.

Type-B: Maruti Swift Dzire, Ford Figo Aspire, Volkswagen Ameo and Equivalent – 03 Nos.

Type-C: Mahindra Xylo, Mahindra Marazzo and Equivalent (12Hrs Duty) – 08 Nos.

Type-D: Mahindra Xylo, Mahindra Marazzo and Equivalent (24Hrs Duty) – 02 Nos.

Type-E: Air Conditioned Bus of Capacity 22 to 28 Nos. with Push Back Seat – 01 No.

Type-F: Mahindra Bolero Camper and Equivalent – 01 No.

At

5x800MW Yadadri TPS

VOLUME – I BOOK – I



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
Power Sector – Southern Region

BHEL Site Office
5x800MW Yadadri TPS
Damarcherla (M), Nalgonda (D)
PIN – 508355
Telangana

TECHNOCOMMERCIAL BID - Consists of Book - I

Book - I Consists of

- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

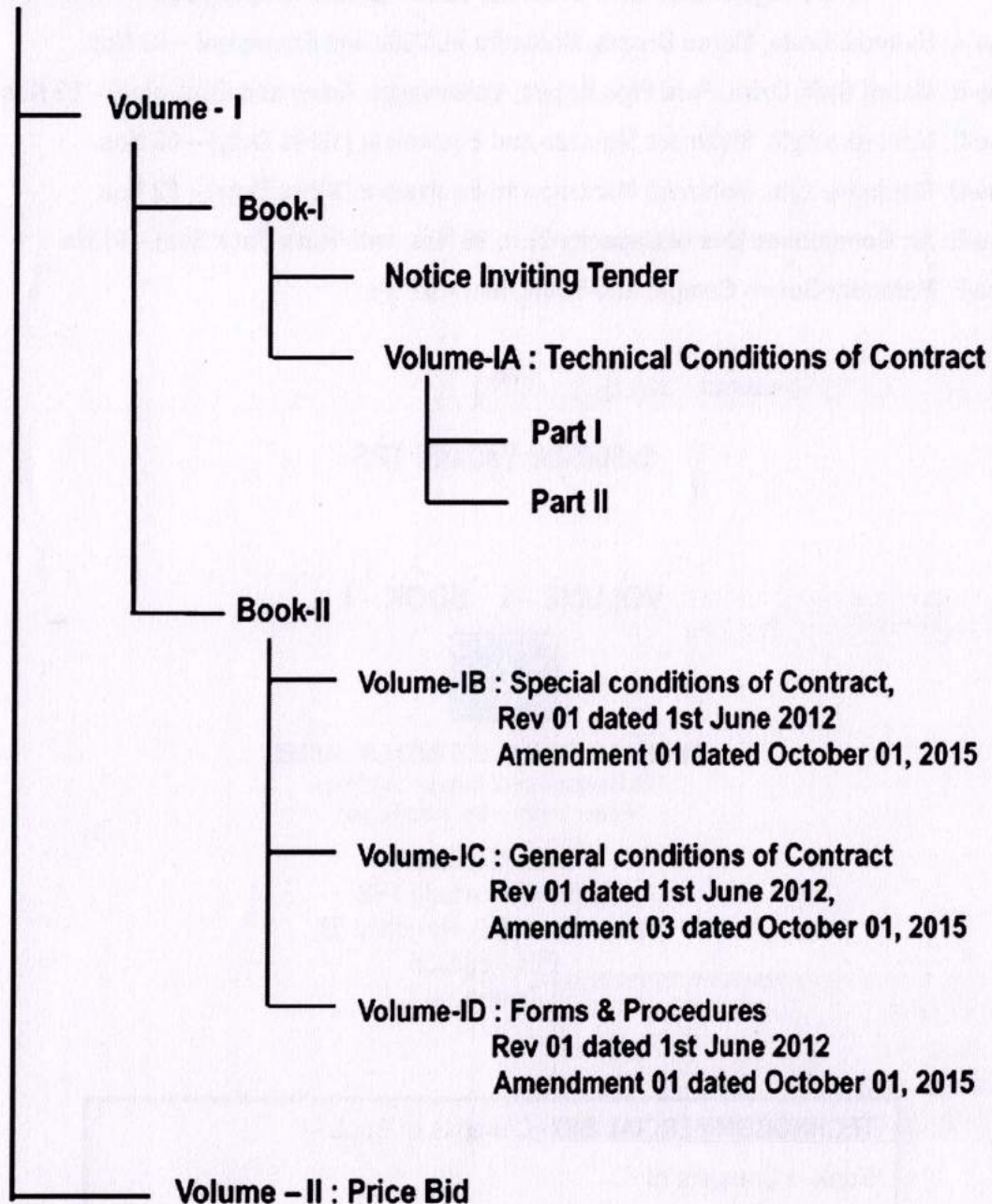
Book – II: Not Applicable

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TENDER SPECIFICATION CONSISTS OF

Tender Specification



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2020

NOTICE INVITING TENDER

Bharat Heavy Electricals
Limited



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NOTICE INVITING TENDER (NIT)

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To,

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two-part bid system are invited from reputed & experienced for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL: PSSR: YTPS: SCT: 2020: VEHICLE HIRING: 002
ii	BROAD SCOPE OF JOB	Hiring of Vehicles for transportation from Miryalguda to 5x800 MW Yadadri TPS Project Site and Vice Versa for BHEL Employees Type-A: Hyundai Creta, Maruti Brezza, Mahindra XUV300 and Equivalent – 03 Nos. Type-B: Maruti Swift Dzire, Ford Figo Aspire, Volkswagen Ameo and Equivalent – 03 Nos. Type-C: Mahindra Xylo, Mahindra Marazzo and Equivalent (12Hrs Duty) – 08 Nos. Type-D: Mahindra Xylo, Mahindra Marazzo and Equivalent (24Hrs Duty) – 02 Nos. Type-E: Air Conditioned Bus of Capacity 22 to 28 Nos. with Push Back Seat – 01 No. Type-F: Mahindra Bolero Camper and Equivalent – 01 No.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc. Applicable
b	Volume-IB	Special Conditions of Contract (SCC) Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015 Not Applicable
c	Volume-IC	General Conditions of Contract (GCC) Rev. 01 Dt. 01 Jun 2012 Amendment 03 dated October 01, 2015 Not Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015 Not Applicable
e	Volume-II	Price Schedule (Absolute value). Applicable

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iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BHEL website (www.bhel.com) or e-procurement portal (link to be added) as per schedule below: Start : 11/11/2020 , Time : 11:00 Hrs Closes: 02/12/2020 , Time : 15:00 Hrs Brief information of the tenders shall also be available at central public procurement portal. (https://eprocure.gov.in/epublish/app)	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date : 02/12/2020 , Time : 15:00 Hrs Place : Head / Purchase & SCT Bharat Heavy Electricals Limited 5x800 MW Yadadri TPS Project Site Power Sector Southern Region Village – Veerlapalem, Mandal – Damarcherla District – Nalgonda Telangana - 508355	Applicable
vi	OPENING OF TENDER	Date : 02/12/2020 , Time : 15:30 Hrs Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	Applicable
vii	EMD AMOUNT	Rs. 10,000/- (Rs. Ten Thousand Only) Refer Vol-1A Part-II Chapter-1 of Technical Conditions of Contract (Volume-I, Book-I) for mode of payment of EMD. Exemption of EMD for MSEs is not applicable for this tender.	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 27/11/2020 Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Anand Kumar Designation: Manager Deptt.: Purchase & SCT Address: BHEL Site Office, 5x800MW Yadadri TPS Phone: (Landline/Mobile) 7387356299	Applicable

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		Email: aanand@bhel.in 2) Name: K. R. Yadav Designation: Sr. Engineer Deptt: FEX Address: BHEL Site Office, 5x800MW Yadadri TPS Phone: (Landline/Mobile) 8077585387 Email : kryadav@bhel.in	
x	SCHEDULE OF Pre Bid Discussion (PBD)	Date : : 27/11/2020, Time : 11:30 Hrs	Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums), Central Public Procurement portal (https://eprocure.gov.in/epublish/app) & on e-tender portal (link to be added) and not in the newspapers. Bidders to keep themselves updated with all such information.	

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**

3.0 Not Used.

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per below:

- EMD shall be furnished along with the offer in full as per the amount indicated in the NIT.
- EMD is to be paid in cash (as permissible under Income Tax Act), Pay order or Demand Draft in favour of 'Bharat Heavy Electricals Limited' and payable at Damarcherla (M), Nalgonda (D) issuing the tender.
- For Electronic Fund Transfer the details are as below:-

(a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

(b) **Bank Particulars:**

- Bank Name -: State Bank of India
- Bank Telephone No.(with STD code)-:
- Branch Address-: Damarcherla (M), Nalgonda (D)
- Bank Fax No. (with STD code) -:

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- Branch Code -: 21956
- 9 Digit MICR Code of the Bank Branch -:
- Bank Account Number -: 31071530332
- Bank Account Type -: Current Account
- 11 Digit IFSC Code of Beneficiary Branch -: SBIN0021956

(iv) EMD by the bidder will be forfeited as per Tender Documents if

- After opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.
- The bidder does not commence the work within the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract.

5.0 **Security Deposit:** 2% of the contract value (equals to monthly hiring charge multiply by contract period) shall be applicable.

50% of SD amount shall be withheld from first month of running account bill and balance 50% of SD amount shall be deducted @ 10% from second running account bills onwards.

The submitted/deducted Security Deposit (SD) shall be released upon successful completion of the contract period.

6.0 **Procedure for Submission of Tenders (To be used in case of Paper bid only):** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD)' in two separate sealed and super scribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and super scribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. (All pages to be signed and stamped) **(To be used in case of Paper bid only):**

Sl. no.	Description	Remarks
	Part-I A	
	ENVELOPE – I super scribed as: PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.	

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	Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not Applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A: Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	Not Applicable
x.	Volume – I C : General Conditions of Contract (GCC)	Not Applicable
xi.	Volume – I D : Forms & Procedures	Not Applicable
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	ENVELOPE – II super scribed as:	

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	PART-I (EMD) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III super scribed as: PART-II (PRICE BID) TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING	
i.	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii.	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	
	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) super scribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i.	- o Envelopes I - o Envelopes II - o Envelopes III	

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SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 10.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 11.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 12.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else, BHEL's interpretation shall prevail.
- 13.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 14.0 Validity of the offer shall be for **one month** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 15.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 16.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 17.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' is available on www.bhel.com on "**supplier registration page**".
- 18.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site www.bhel.com.
 - 18.1 Integrity commitment, performance of the contract and punitive action thereof:
 - 18.2 **Commitment by BHEL:**

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BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process, treat all Bidder(s) in a transparent and fair manner, and with equity.

18.3 Commitment by Bidder/ Supplier/ Contractor:

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

19.0 Micro and Small Enterprises (MSE) (For tenders pertaining to procurement of "Works", Clause 29 is to be marked "Not Applicable")

Any Bidder falling under MSE category shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women Owned)
Micro			
Small			

Note: - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.

- a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011-MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure - 3) where deemed validity of EM-II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.

20.0 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

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immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

21.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

22.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening. **(Clause applicable in case of Paper Bid only.)**

23.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

24.0 Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Annexure-4: Undertaking as per C4 of Annexure-1 i.e. PQR
- (v) Other Tender documents as per this NIT.

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ANNEXURE - 1

PRE QUALIFYING REQUIREMENTS (PQR)

JOB	Hiring of Vehicles for transportation from Miryalguda to 5x800 MW Yadadri TPS Project Site and Vice Versa for BHEL Employees
TENDER NO	BHEL: PSSR: YTPS: SCT: 2020: Vehicle Hiring: 002

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	Technical B.1. Bidder should have completed successfully at least 06 (Six) months of service of individual vehicle types at 5x800 MW Yadadri TPS project awarded by BHEL / TSGENCO / Other Sub-contractor. Or B.2. Bidder should be a resident of Nalgonda District of Telangana State who is/are willing to own any type of tendered vehicle shall be eligible to quote for that type of vehicle. Or B.3. Bidder must be a registered Tour & Taxi Operator / Travel Agency and should have regular establishment / office anywhere in India and have to produce documentary evidence of registration to this effect.	Applicable	
C-1	Financial	Not Applicable	

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	<u>TURNOVER</u> Bidders must have achieved an average annual financial turnover (Audited) of Rs xxxx Lakhs or more over last three Financial Years (FY) i.e. 2017-18, 2018-19 and 2019-20.		
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive	Not Applicable	
C-3	PROFIT Bidder must have earned cash profit in any one of the three Financial Years as applicable in the last three Financial Years defined in 'C-1' above based on latest Audited Accounts.	Not Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	Not Applicable	By BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not Applicable	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection.

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BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

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Format-1

Certificate for relationship between Parent Company / Subsidiary Company and the bidder

To,

.....

.....

Dear Sir,

Sub: Bid for NIT Nodated..... for "....." (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)

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Format-2

**Undertaking from the Parent Company/ Subsidiary Company of the bidder
(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)**

From,
Name:
Full Address:

Telephone No.:
E-mail address:
Fax/No.:

To,
.....
.....

Dear Sir,

We refer to the NIT Nodated..... for "....." (name of the Tender).

"We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfilment of all obligations in terms of provisions of the contract, in the event of(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a 'Standalone Bidder' or as a 'Consortium bidder' and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company

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ANNEXURE - 2

CHECK LIST

NOTE:- Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR SIX MONTHS FROM DUE DATE	
		APPLICABILITY(BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorized Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non-Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO
18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

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ANNEXURE - 3

Certificate by Chartered Accountant on letter head

(applicable upto 31st March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26th June'2020)

This is to Certify that M/S
(herein after referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II)/ Udyam Registration Certificate No.
..... dtd:
Category:(Micro/Small/Medium)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:
Rs Lacs
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the **MSMED Act, 2006**:
Rs Lacs
- 3. For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum):** Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
- 4. For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum):** Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs Lacs for Micro / Small/ Medium (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (strike off which is not applicable), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (strike off which is not applicable), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

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NOTICE INVITING TENDER

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Seal of the Chartered Accountant

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ANNEXURE – 4

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We, _____

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Place:

Date:

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,
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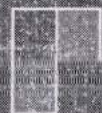
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TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals
Limited



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TABLE OF CONTENT

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Sl. No	Description	Chapter	No. of Pages
Volume - IA	Part-I: Contract specific details		
1	Project Information	Chapter-I	01
2	Scope of Works and Technical Specifications	Chapter-II	03
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III	Nil
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV	Nil
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V	Nil
6	Time Schedule	Chapter-VI	01
7	Terms of Payment	Chapter-VII	01
8	Taxes and other Duties	Chapter-VIII	02
9	Tender Drawings	Chapter-IX	Nil
10	Appendix	Chapter-X	Nil

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

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Sl. No.	Description	Details
1	Project Title	5x800 MW Yadadri Thermal Power Station
2	Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
3	Location	Site is located 7Km from the NH-565 (SH2) Veerlapalem Village, Damarcherla Mandal, Nalgonda District, Telangana State
4	Nearest Railway Station	Damarcherla about 6.5Km
5	Nearest Airport	Vijaywada about 130Km
6	Nearest Town	Miryalaguda about 30Km
7	Site Conditions	
7a	Average Min. Ambient Temperature	10°C
7b	Average Max. Ambient Temperature	47°C
7c	Annual Rainfall	600mm
7d	Mean Wind Speed	8Km/h
7e	Plant Elevation above MSL	85m

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

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2.1 Scope of Work:

- 2.1.1 Hiring of following vehicles along with service of driver for transportation from Miryalguda to site and vice versa for employees of BHEL.

Sl. No.	Type of Vehicle	Nos.
1	Hyundai Creta, Maruti Brezza, Mahindra XUV300 and Equivalent	03
2	Maruti Swift Dzire, Ford Figo Aspire, Volkswagen Ameo and Equivalent	03
3	Mahindra Xylo, Mahindra Marazzo and Equivalent (12Hrs)	08
4	Mahindra Xylo, Mahindra Marazzo and Equivalent (24Hrs)	02
5	Mahindra Bolero Camper and Equivalent	01
6	Bus (Seat Capacity 22 to 28 Nos.)	01

- 2.1.2 The number of above individual vehicle type may vary up to any extent and delete altogether as deemed fit by BHEL and as per site condition.
- 2.1.3 All vehicles should be of Model-2018 onwards except Bus, which should be of Model-2019 onwards.
- 2.1.4 All vehicles including Bus should be Air Conditioned. Bus should have pushback seats with sufficient space for leg resting.

2.2 Other Conditions of Contract:

- 2.2.1 The vehicles shall not be limited to the transportation from Miryalguda to site and vice versa however, it can also be utilize for inter-district and inter-state movement.
- 2.2.2 All vehicles shall be provided with the drivers. Service of driver shall normally be 12Hrs however, it can be extended beyond 12Hrs and the driver cannot deny for it.
- 2.2.3 All vehicles shall be operated exclusively for BHEL until the contract period ends. Bidders should not use the vehicles for other purpose even beyond normal working (12Hrs per day) except for 24Hrs operable vehicle.
- 2.2.4 The vehicle will be released for 01 (One) day every month to carryout routine/preventive maintenance of the Vehicle preferably on SUNDAY. However, the Vehicle can be checked/inspected after maintenance and in case, it is found un-satisfactory to BHEL, the Vehicle should not be permitted for duty until the desired maintenance is carried out. The payment is restricted to the number of days available to BHEL on pro-rata basis.
- 2.2.5 Bidder to provide registered vehicle in sound condition that meets the general requirement of regional transport authority and should comply with all Government rules, regulations and notifications as in force or subsequently modified from time to time.
- 2.2.6 Bidder to provide cell phone with permanent contact number to the driver at bidder's cost to

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - BHEL: PSSR: YTPS: SCT: 2020: VEHICLE HIRING: 002

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facilitate communication for taking duties on day to day basis and at the time of emergencies/breakdown and any other important message to be passed to contractor or to BHEL staff.

- 2.2.7 Bidder shall ensure that Vehicle employed under this contract agreement is covered under comprehensive insurance policy. Under any circumstances, BHEL is not liable to compensate for any loss to the passenger (including third party) or damage that may be caused to the Vehicle by accident or complication arising out of such contingencies like theft, fire, riots etc.
- 2.2.8 The driver should be medically fit for good health and eyesight, well dressed with shoe, good character and integrity. He should also keep the valid license with him all the time while on duty and should follow all rules strictly as per motor vehicle Act.
- 2.2.9 The contractor will have to provide sufficient money to his driver for fuel, lubricants, breakdown expenses and miscellaneous expenses while on duty.
- 2.2.10 Bidder shall provide us identity of the persons engaged from time to time for the above work for security reasons.
- 2.2.11 Bidder shall not engage driver below the age of 18 years and above the age of 58 years.
- 2.2.12 Bidder shall indemnify and shall keep us indemnified against all acts of omissions or negligence, dishonesty or misconduct of the staff engaged by you for work in premises. BHEL will neither be responsible for death, accident or injury to them during the course of their duties in premises or elsewhere nor be liable to pay damages or compensation to such persons or third parties. Bidder will indemnify us at all times against any claims which may be made under the Workmen Compensation Act (Latest) or any statutory modification thereof or otherwise in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person whose entry into our premises has been authorized by you. You will take out such insurance on the lives of the men employed and such policy will be produced by you on demand from us.
- 2.2.13 Fuel tank of Vehicle should be locked properly and the contractor will be responsible for any loss of diesel from the Vehicle. Since site is an isolated place, where fuel pump is not available/ the contractor will be required to keep adequate fuel in stock.
- 2.2.14 Bidder will have to submit the original document to BHEL along with two sets of Xerox copies like registration book, insurance paper, hire permission, road/taxi permits and fitness certificate etc. The original documents shall be returned after verification. In case of any penalty or fine imposed by the R.T.O/Police department due to non-availability of required documents/papers or regarding conditions of the Vehicle, the same have to be borne by the contractor at his own cost. We shall not be responsible for any lapse, such as traffic offences or misconduct on the part of your driver or you.
- 2.2.15 The Vehicle deployed by you should be pollution free and must display "Pollution under control" certificate issued by respective Motor Vehicles Department.
- 2.2.16 Any liability arising to BHEL account of any default or act of omission or commission on your part shall be on you and shall be recovered from your bills or otherwise paid by you.
- 2.2.17 The Vehicle should have necessary tools & tackles, stepney as well as required spares at all the time in reliable conditions. These items are to be provided by the contractor.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

Tender Specification No. - BHEL: PSSR: YTPS: SCT: 2020: VEHICLE HIRING: 002

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2.2.18 Logbook will be provided to Vehicle by BHEL and it will be got filled and duly signed daily from BHEL Official by the driver on duty. The reading prevailed at the time of deployment of Vehicle will be taken for the calculation/ payment purpose.

2.2.19 Penalty:

- (a) The hired Vehicle should available with BHEL for the duration of contract and no outage will be permitted. The Vehicle should report for duty at specified point and at specified time. Delay beyond specified time will entail a penalty of Rs. 100/- per 15 minutes of delay limited to Rs. 500/- for the day and will be deducted from your monthly bill. Delay beyond an hour shall be considered non-available of the Vehicle for the day. Recovery on this account shall be as per the awarded hiring charge per day on pro-rata basis plus Rs. 500/-.
- (b) No additional/separate time other than that mentioned in clause no. 7.3 above will be allowed for repair and maintenance of the Vehicle. In case, the Vehicle is under breakdown/repair/maintenance or the detention of the same by RTO/Police for any accident or any legal complains, whatsoever, bidder has to arrange another suitable Vehicle to BHEL. Non-arrangement of the Vehicle will lead to a recovery of Rs. 5000/- (Rs. Five Thousand Only) per day from running bill. BHEL will reserve the right to engage another suitable Vehicle at your risk and cost as per clause 7.19 below.
- (c) The Vehicle will run as per the instructions of Vehicle-in-Charge. The driver will not take the Vehicle to any place without the permission of Vehicle-in-Charge. If does so then it will be treated as non-availability of the Vehicle and awarded hiring charge per day on pro-rata basis shall be recovered. The meter reading of such timing will be on owner's account.

2.2.20 Termination of Contract:

If the contractor fails to deploy/arrange the Vehicle/alternate Vehicle (in case may be) timely and if his performance is found unsatisfactory and in the event of his failure to comply with the terms & conditions of this tender, BHEL reserves the right to terminate the contract at any time/stage on short notice.

Bidders are also allowed to discontinue the service of the Vehicle as a special case with prior approval of BHEL. In this case, Bidder to serve a minimum notice period of 02 (Two) months to BHEL.

2.2.21 Risk and Cost Analysis:

Risk & Cost Amount = $[(A-B) + (A \times H/100)]$

Where,

A= Value as per rates of new contract

B= Value as per rates of old contract being paid to the bidder at the time of termination/non-compliance of contract.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

2.2.22 Subletting of Contract:

This contract as a whole or any part thereof should not be sublet without written permission of

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Scope of Work and Technical Specification

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-III: Facilities in the scope of Contractor/BHEL (Scope Matrix)

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3. Not Applicable

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-IV: T&Ps and MMEs to be deployed by Contractor

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4. Not Applicable

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-V: T&Ps and MMEs to be deployed by BHEL on sharing basis

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5. Not Applicable

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VI: Time Schedule

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- 6.1 **Contract Period:** Service contract shall be for 24 (Twenty Four) months from date of start of the contract.
- 6.2 **Start of Contract Period:** After issue of Work Order (through Fax/courier/email) the contractor shall report to the Head/HR of BHEL at site within 07 (Seven) days and make a MOM (Minutes of meeting) for arrangement of the vehicles and date of start. The date of providing service from Miryalguda to the designated project site and back to the Miryalguda is considered date of start of contract.

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VII: Terms of Payment

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- 7.1 100% of payment excluding GST shall be released by cheque/NEFT within 30 days on submission of monthly running bill (in triplicate) along with original trip sheets duly signed by BHEL officials.
- 7.2 Bill shall be addressed to the following and shall be submitted to HR/Head on monthly basis before 10th day of the each month.

General Manager/Yadadri
Bharat Heavy Electricals Limited
5x800 MW Yadadri TPS Project Site
Power Sector-Southern Region
Village - Veerlapalem, Mandal - Damarcherla,
District - Nalgonda
Telangana- 508 355
GST Number: 36AAACB4146P1ZG

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,
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Handwritten signature

Handwritten signature

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-VIII: Taxes and Other Duties

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8.1 All taxes and duty other than GST & Cess:

The successful bidder shall pay all (see the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tolls, royalty, commissions, Stamp Duties or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

8.2 Goods and service Tax (GST) & Cess:

For Successful GST Unregistered bidder:

- In case, bidder is not required to register under Goods and Service Tax (GST) & Cess, the same is to be specified in the offer submitted.
- Successful bidder to furnish a Self-declaration that registration under GST is not required or not applicable as per the provisions of GST Law.
- In case BHEL has to incur any liability (like interest / penalty etc.) due to noncompliance of GST law in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- In case successful bidder subsequently gets himself registered under GST law on post award of contract, the same need to be intimated and all the clauses applicable for Registered bidder need to be followed and the GST will be paid Extra.
- If RCM is applicable later, GST will be paid by BHEL to the department.

For Successful GST Registered bidder:

- Bidder's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST).
- Successful GST registered bidder shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice based on which BHEL will claim the input tax credit if applicable in its return.
- Agency shall furnish proof of GST registration with GSTN Portal covering the services under this contract. Registration should also bear endorsement of the premises from where the billing shall be done to BHEL for this project/ work.
- Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details as per clause (viii).(b) of Payment Terms.
- GST claimed in the tax invoice/debit note/revised tax invoice by the bidder shall be released separately after matching the outward supply details in GSTR-1 on GSTN portal filed by bidder and input tax credit of the invoice. The bidder has paid GST at the time of filing the monthly return.
- In case, BHEL has to incur any liability (like interest etc.) due to denial/reversal of input tax credit in respect of the invoice submitted by the successful bidder, for the reasons attributable to the successful bidder, the same shall be recovered from the successful bidder.

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,
Thoraipakkam, Chennai-600097

Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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TECHNICAL CONDITIONS OF CONTRACT (TCC)

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- In case, BHEL is deprived of the Input tax credit due to any reason attributable to successful bidder, the same shall not be paid to the successful bidder. Tax invoice/debit Note/revised tax invoice shall contain the particulars as prescribed in GST law.
- TDS under GST shall be deducted at prevailing rates on gross invoice value from the running bills. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the successful bidder only.
- Successful GST registered bidder has to submit proof like earlier GST Returns / invoice copy and a declaration on "Applicability of RCM" or "Non Applicability of RCM "
- If RCM is applicable, GST will be paid by BHEL to the department at applicable rate treating the quoted the price as exclusive of GST.

8.3 Statutory Variations:

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

8.4 Modalities of Tax Incidence on BHEL:

Where GST law permits more than one option or methodology for discharging liability of tax/levy/duty, the contractor shall approach BHEL before choosing any option to discharge his tax liability. BHEL shall have the right to direct the contractor to adopt the appropriate option considering the amount of tax liability on BHEL as well as procedural simplicity with regard to assessment of the liability.

The option chosen by BHEL shall be binding on the contractor for discharging the obligation of BHEL in respect of the tax liability to the contractor.

8.5 Direct Tax:

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless the bidder produces exemption certificate. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

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