

Bharat Heavy Electricals Limited
CIVIL ENGINEERING DEPARTMENT (FACTORY)

TITLE: CORRIGENDUM for NIT_20702	Phone: +91 431 2574658 /2574650 /2574543 Fax : +91 431 252 0333 Email : devapurush@bheltry.co.in	
Reference Number:Enquiry CF:TS :044/14-15	Enquiry Date: 15.12.2014	Due date for submission of quotation: 09.01.15
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order		

CORRIGENDUM - 1

Pg No 16 of QB S.No 5 of Instruction to Tenderers

Rate quoted shall include all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax, cess on Building and other construction workers Act 1996 and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. **The rate quoted shall not include service tax. However the service tax as applicable for this contract work and the same can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. At present the rate of service tax is 4.944%. (Service tax + Edu. Cess+ Sec. Higher Edu. Cess). The contractor has to submit the payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed. As per the recent amendment in Cenvat credit Rules 2004, Cenvat credit and Service Tax credit should be availed within 6 months from the date of invoice. Hence the service tax should be claimed by the contractor within four months from the date of invoice, Otherwise any claim pertaining to Service tax will not be entertained by BHEL.**

Shall be read as

Rate quoted shall include all royalties, terminal taxes, Octroi duties, Central or Provincial Excise Tax, Sales Tax, and any other taxes leviable under the State or Central Government rules. The Bharat Heavy Electricals Ltd., will not entertain any claim whatever in this respect. **The rate quoted shall not include service tax. However the service tax as applicable for this contract work and the same can be claimed from BHEL along with their monthly bills for further payment to be made to the authorities concerned. At present the rate of service tax is 4.944%. (Service tax + Edu. Cess+ Sec. Higher Edu. Cess). The contractor has to submit the payment challan as a documentary proof of having paid the service tax for the previous bill for which he has received the service tax payment along with the subsequent bill for which payment has to be processed. As per the recent amendment in Cenvat credit Rules 2004, Cenvat credit and Service Tax credit should be availed within 6 months from the date of invoice. Hence the service tax should be claimed by the contractor within four months from the date of invoice, Otherwise any claim pertaining to Service tax will not be entertained by BHEL.**

**Pg No 96 & 97 of QB s.no 52 of General conditions of contract
Advances on Account:**

No payment shall be made for work estimated to cost less than Rupees **FIVE THOUSAND** till the whole of the work shall have been completed and a certificate of completion given by the Competent Authority.

In the case of work estimated to cost more than Rupees **FIVE THOUSAND** the contractor may at intervals of not less than one month or as otherwise provided for in the Contract Documents, counting from the date on which order to commence work is given by Engineer-in-charge submit claims on B.H.E.L forms for payment of advances on account of work done and of materials delivered in connection with the Contract.

The contractor shall be paid in respect of such claims to the extent approved and passed by the Engineer-in-charge subject a maximum of 90% of the value of the work actually executed to the satisfaction of the Engineer-in-charge. The certificate of the Engineer-in-charge regarding such approval and passing of the sums so payable shall be final and conclusive against the Contractor.

“After the full amount of Security Deposit is made up through the 10% deduction from On account” bills, 100% payment of all subsequent bills may be made to the Contractor.

The Contractor may also be paid during the progress of the work 75% of the value of any materials which are in the opinion of the Engineer-in-charge in accordance with the Contract, and are actually required for incorporation in the work and which have reasonably been brought to the site in connection therewith and are adequately stored and / or protected against damage by weather or other causes, but which have not at the time of payment of the advance been incorporated in the work on furnishing a formal hypothecation deed. Payment of such advances, however, shall be purely at the discretion of the Deputy Manager/Senior Engineer provided always that payments shall not be made under these periodical certificates in respect of perishable materials like lime, cement, timber, sand, kankar, etc., Any sums/due from the Contractor on account of Tools and Plant, Stores or any other items provided by B.H.E.L shall be deducted from the respective advances, the Engineer-in-charge shall from time to time certify the sums payable to the contractor after retaining the reserves.

Any certificate relating to work done or materials delivered may be modified or corrected by any subsequent interim certificate or by the final certificate and no certificate of the Engineer-in-charge supporting an advance payment shall itself be conclusive evidence that any work or materials to which it relates are in accordance with the contract. All such intermediate payments shall be regarded as advances against the final payment only and shall not be considered as an admission of the due performance of the contract or any part thereof in any respect or the accruing of any claim whatsoever.

Such intermediate payment shall not conclude, determine or affect in any way the powers of the Engineer-in-charge as to the final settlement and adjustment of the accounts or otherwise, or in any way vary or affect the contract.

Shall be read as

No advance/part payment shall be made for the work.

Pg no 83 of QB S.No 21 of General conditions of contract

The Contractor shall allow in his Tender and provide at his cost all water required for the work or his employees on the work, together with all pipes and fittings or other means that may be necessary or required to ensure a proper and ample supply of water for all purposes connected with the work.

Water will be supplied from the BHEL supply system, or other sources at one point fixed by the Engineer-in-charge on the site of work at free of cost. The Contractor shall make necessary arrangement for lifting pumping, carrying or conveying the water as required at his own cost.

Shall be read as

On the written request from the contractor **Water required for the work may be provided by this organization at only one point at the site of the work at free of cost.** In case of failure of water supply, the Contractor will have to make his own arrangements for water without any extra claims until supply is restored. BHEL does not accept any liability whatsoever for non-supply or delay in the supply of water under any circumstances. The contractor shall ensure that there is no wastage of water otherwise supply of water is liable to be stopped at contractor's risk and cost.

Pg no 4 & 22 of Qualification Norms of QB

During last seven financial years (2007-14) should have successfully completed works either

Three similar works not less than (Rs. 15.20 L) (or)

Two similar works not less than (Rs. 19.00 L) (or)

One similar work not less than (Rs. 30.40 L)

Shall be read as

During last **seven years (01.12.07 to 30.11.14)** should have successfully completed works either

Three similar works not less than (Rs. 15.20 L) (or)

Two similar works not less than (Rs. 19.00 L) (or)

One similar work not less than (Rs. 30.40 L)

All other terms and conditions as published in the NIT_20702 remain unaltered

BHEL commercial terms & conditions with Price Bid formats and all annexure can be downloaded from BHEL web site <http://www.bhel.com> or from the Government tender website <http://tenders.gov.in> (public sector units) Bharat Heavy Electricals Limited) under enquiry reference "TS No. CF:TS:044/14-15 "

Tenders should reach us before 10:00 hours on the due date Technical bid will be opened at 10.15 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.

Yours faithfully,
For **Bharat Heavy Electricals Limited**

D.Purushothaman
DY GEN MANAGER / CIVIL / PLANNING (F&T)