

Ref: BHE/PW/PUR/RGMT-PEB/1783/Corg-01

Dt: 03/07/2017

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To,

ALL BIDDERS

**Sub:** Corrigendum-01: Amendment in Tax Clause and Extension of Tender due date

**Job:** DISMANTLING ONE NUMBER OF EXISTING CLOSED PEB STORE SHED (DISMANTABLE TYPE) OF SIZE 60M X 15M PRESENTLY AT BHEL'S RUPPL DAHEJ SITE AND TRANSPORTING THE SAME TO BHEL'S RFCL RAMAGUNDAM SITE, UNLOADING, AND RE ERECTING THE SHED AT SITE, HANDING OVER OF SHED COMPLETE IN ALL RESPECT TO BHEL AT 1 X32.5 MW RFCL RAMAGUNDAM.

**Tender Specification Nos:** BHE/PW/PUR/RGMT-PEB/1783

Bidders to kindly take note of the following:

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**AA) TAXES, DUTIES, LEVIES**

Chapter 8.0 of Vol-IA TCC i.e. TAXES, DUTIES, LEVIES (Consolidated Rev 08 dated 17/08/2016) has been Revised as per attached 'Annexure-A' inline with implementation of GST.

**BB) Extension of Last Date**

The last date for submission of Tender has been re-scheduled to **10/07/2017**, 15.00 hrs.

Technical Bid shall be opened on **10/07/2017** at 16.00 hrs.

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All other Terms and conditions of the Tender Specification shall remain unaltered unless expressly amended by BHEL in writing.

Bidders are requested to submit as a part of their offer, a copy of this corrigendum duly Digitally countersigned by the authorized signatory as a token of Bidder's unqualified acceptance of this corrigendum.

**BIDDERS MAY PLEASE NOTE THAT SUBJECT TENDER IS E-TENDER AND THE OFFER IS TO BE SUBMITTED ONLY IN E-PROCUREMENT PORTAL → <https://bheleps.buyjunction.in>**

**BIDDERS WHO HAVE ALREADY SUBMITTED THEIR OFFERS PRIOR TO ISSUANCE OF THIS CORRIGENDUM IN E-TENDER PORTAL ARE REQUIRED TO RE-SUBMIT THEIR OFFER AFTER TAKING COGNIZANCE OF THIS CORRIGENDUM.**

Thanking you,

Yours faithfully,

AGM (Purchase)

**Encl: Annexure-A (Taxes, Duties, Levies)**

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter- VIII: Taxes and Other Duties**

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**8.0 TAXES, DUTIES, LEVIES (Consolidated Rev 09 dated 01/07/2017)**

**8.1 All taxes and duty other than GST & Cess and BOCW Cess**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges 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**

The contractor shall register himself under GST law and submit proof of such registration to BHEL along with the first bill. If the contractor has not submitted such registration to BHEL then same shall be treated as unregistered supplier and BHEL shall act accordingly.

Contractor's price/rates shall be exclusive of GST & Cess (if applicable) herein after termed as GST. Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the 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 contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.

In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid to the contractor or recovered from the contractor.

Tax invoice/debit Note/revised tax invoice shall contain the particulars as prescribed in GST law.

TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on applicable value from the running bills.

**8.3 New Taxes/Levies -**

In case the Government imposes any new levy/tax on the output service/ goods/ after price bid opening, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

**8.4 BOCW Cess -**

The quoted rates shall be exclusive of the BOCW Cess which, if applicable, shall be paid extra by BHEL against Documentary evidence. However, the applicability of the BOCW Cess shall be got confirmed from BHEL in writing, before remitting such Cess/tax.