BHARAT HEAVY ELECTRICALS LIMITED/PEM-NOIDA

Corrigendum-4

PROJECT: 2x800 MW NTPC TELANGANA STPP –I KARIMNAGAR Date: 31.07.2017
PACKAGE: MILL REJECT SYSTEM (Pneumatic Type)
ENQUIRY NO: E-5654 /2017 Dtd. 19.06.2017

Revise price format and GST related corrigendum to GCC REV-06 are attached. Bidders are requested to download the corrigendum and submit their prices only in attached price format and ignore the earlier price format which was attached along with NIT.

Bidders who have submitted earlier their offer shall also submit their offer considering all the corrigendum.

Due date for offer submission has been changed from 01/08/2017 to 10/08/2017 till 10:00 AM and P1 opening shall be done by 10/08/2017 at 11:00 AM.

RP YADAV
Sr. Engineer/BOP-Ordering

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.

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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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Deviation sheet- Cost of Withdrawal	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.	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.
Annexure-VI		Deleted
Annexure-VIII		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) . ~~E) DEVIATION TO SUBMISSION OF FORM-E1/ E2 BEFORE CLAIMING 10% PAYMENT~~ ~~10% of Ex-Works supply value.~~

New clauses:

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.